City of Conway, Arkansas
Ordinance No. O-25-34

AN ORDINANCE AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS RELATED TO THE CITY'S INTERESTS IN THE WHITE BLUFF STEAM ELECTRIC STATION, THE INDEPENDENCE STEAM ELECTRIC STATION, THE DEVELOPMENT OF REPLACEMENT GENERATORS, AND THE RIGHTS AND OBLIGATIONS PERTAINING THERETO; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Whereas, the City of Conway, Arkansas (the "City") owns municipal utility and telecommunications facilities that have been operated by Conway Corporation ("Conway Corp") for to providing electricity, water, and wastewater services for the benefit of the residents, businesses, and others for approximately 95 years; and

Whereas, on or about May 22, 1979, the Conway City Council adopted Ordinance No. O-79-26 authorizing, *inter alia*, the execution of various agreements to acquire a two percent (2%) undivided interest in the White Bluff Steam Electric Station ("White Bluff") and the Independence Steam Electric Station ("Independence"); and

Whereas, White Bluff and Independence must cease burning coal by December 31, 2028 and December 31, 2030, respectively (the "Cease Burning Dates"), by order of the United States District Court of the Eastern District of Arkansas ("Court Order"); and

Whereas, the City has negotiated with other entities who are parties to both the White Bluff and Independence agreements to: (a) comply with the Court Order, (b) decommission the existing generators at White Bluff and Independence in an orderly and timely manner, and (c) plan for the use of the White Bluff and Independence sites after the Cease Burning Dates; and

Whereas, as described in the agreements attached to this ordinance as Exhibits A - J, the City plans to participate in the development of new natural gas generators at the Independence site after the Cease Burning Dates by selling and exchanging certain rights at White Bluff for similar rights at Independence; and

Whereas, the rights and obligations of the City regarding White Bluff and Independence until their respective Cease Burning Dates are unaffected by this ordinance or the agreements attached hereto; and

Whereas, the Conway Corporation Board recommends approval of this ordinance and the agreements attached hereto, subject to such minor modifications that do not substantially alter the form and content.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS, THAT:

Section 1. Independence Excess Real Estate Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the Independence Excess Real Estate Agreement that is attached hereto as Exhibit A and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the Independence Steam Electric Station to complete the Independence Excess Real Estate Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the Independence Excess Real Estate Agreement.

Section 2. White Bluff Excess Real Estate Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the White Bluff Excess Real Estate Agreement that is attached hereto as Exhibit B and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the White Bluff Steam Electric Station to complete the White Bluff Excess Real Estate Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the White Bluff Excess Real Estate Agreement.

Section 3. Interconnection Rights Exchange Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the Interconnection Rights Exchange Agreement that is attached hereto as Exhibit C and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the White Bluff Steam Electric Station to complete the Interconnection Rights Exchange Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the Interconnection Rights Exchange Agreement.

Section 4. Independence Plant Purchase and Sale Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the Independence Plant Purchase and Sale Agreement that is attached hereto as Exhibit D and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the Independence Steam Electric Station to complete the Independence Plant Purchase and Sale Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the Independence Plant Purchase and Sale Agreement.

Section 5. White Bluff Plant Purchase and Sale Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is

substantially similar in form and content to the White Bluff Plant Purchase and Sale Agreement that is attached hereto as Exhibit E and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the White Bluff Steam Electric Station to complete the White Bluff Plant Purchase and Sale Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the White Bluff Plant Purchase and Sale Agreement.

Section 6. Independence Decommissioning Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the Independence Decommissioning Agreement that is attached hereto as Exhibit F and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the Independence Steam Electric Station to complete the Independence Decommissioning Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the Independence Decommissioning Agreement.

Section 7. White Bluff Decommissioning Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the White Bluff Decommissioning Agreement that is attached hereto as Exhibit G and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the White Bluff Steam Electric Station to complete the White Bluff Decommissioning Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the White Bluff Decommissioning Agreement.

Section 8. Independence Environmental Maintenance Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the Independence Environmental Maintenance Agreement that is attached hereto as Exhibit H and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the Independence Steam Electric Station to complete the Independence Environmental Maintenance Agreement with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the Independence Environmental Maintenance Agreement.

Section 9: White Bluff Environmental Maintenance Agreement. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the White Bluff Environmental Maintenance Agreement that is attached hereto as Exhibit I and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other co-owners of the White Bluff Steam Electric Station to complete the White Bluff Environmental Maintenance Agreement with

only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the White Bluff Environmental Maintenance Agreement.

Section 10. Independence Replacement Generating Facility Development Letter of Intent. The City Council hereby authorizes both the Mayor and Chief Executive Officer of Conway Corporation ("CEO"), or either of them, to execute and deliver on behalf of the City of Conway, Arkansas a document that is substantially similar in form and content to the Independence Replacement Generating Facility Development Letter of Intent that is attached hereto as Exhibit J and incorporated herein as if set forth word for word. The Mayor and/or CEO are hereby authorized to confer with the other municipal co-owners of the White Bluff Steam Electric Station and the Arkansas Electric Cooperative Corporation to complete the Independence Replacement Generating Facility Development Letter of Intent with only such changes that do not, in the opinion of the Mayor and/or CEO and legal counsel, substantially alter the form and content of the Independence Replacement Generating Facility Development Letter of Intent.

Section 11. Attestation and Filing of Final Agreements. The City Clerk is hereby authorized to execute the documents described in Sections 1-10 of this ordinance for the sole purpose of attesting to the signature and authority of the Mayor and Chief Executive Officer of Conway Corporation, or either of them. The documents described in Sections 1-10 shall not be publicized but shall be filed in the Office of the City Clerk.

Section 12. Severability. That the provisions of this ordinance are declared to be severable, and if any section, phrase or provision shall be for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions

Section 13. Conflicts Repealed. That all ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 14. Nature of Ordinance. The City Council hereby finds that this ordinance authorizes the execution of specific documents related to the White Bluff Steam Electric Station, the Independence Steam Electric Station, and replacement generation resources. While this ordinance is not of a general or permanent nature, the procedures used by the City Council when adopting this ordinance that reflect those used in the adoption of an ordinance of a general or permanent nature are for convenience only and shall not be used to infer that this ordinance is of a general or permanent nature.

Section 15. Emergency Clause. That the City Council hereby finds that the development of new electric generation assets to replace the White Bluff Steam Electric Station and the Independence Steam Electric Station is a time-consuming process that is critical to the management of energy prices for residents, businesses, and other within the City of Conway, Arkansas such that a delay in the effective date of this ordinance and approval of the attached agreements could result in both increased cost and risk in the price of wholesale power to the City of Conway, Arkansas to be borne by its residents, businesses, and others. Therefore, this ordinance being necessary for the immediate protection of the heath, safety, and welfare of the

citizens of Conway, Arkansas, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage.

PASSED this 22nd of April, 2025.

Approved:

Mayor Bart Castleberry

Attest:

Denise Hurd
City Clerk/Treasurer

CERTIFICATE

STATE OF ARKANSAS
COUNTY OF FAULKNER
CITY OF CONWAY

I, Denise Hurd, the duly elected, qualified, and acting: Clerk-Treasurer of the City of Conway, Arkansas, do hereby certify that the attached and foregoing is a true and correct copy of an ordinance presented to the City Council of the City of Conway, Arkansas, at a meeting of that body held on the 22nd day of April, 2025 same is duly recorded in the minutes of meeting of said Council.

Witness, my hand, and seal of the City of Conway, Arkansas this 28th day of April 2025.

CITY CLERK-TREASURER

SEAL OF THE CITY CLERK
INCORPORATED
OCT 6
- 1875 -
CITY OF 1st CLASS
JULY 3, 1930
CONWAY, ARKANSAS

INDEPENDENCE EXCESS REAL ESTATE AGREEMENT

THIS INDEPENDENCE EXCESS REAL ESTATE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**" or "**Seller**"), and **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**" and together with Conway, Jonesboro, and AECC, each a "**Buyer**" and collectively, (the "**Buyers**"). Buyers and Seller may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

WHEREAS, Buyers, Seller, and other third parties own the Property (defined below) as tenants in common;

WHEREAS, Seller desires to sell to Buyers and Buyers desire to purchase from Seller, Seller's right, title, and interest to the Property, excepting the power plant and on-site transmission and distribution lines, and certain other areas identified herein;

WHEREAS, Seller owns an undivided interest in Unit 1 of the Property and an undivided interest in the common facilities of the Property (collectively, "**Seller's Interest**", compromising the Property specifically defined in Section 1.1 below).

WHEREAS, Seller currently operates the Independence Steam Electric Station ("**Plant**"), and neither Buyers nor Seller desire for this Agreement to limit or otherwise impair Seller's ability to continue to operate the Plant or to alter any Party's current right to energy and capacity from the Plant through December 31, 2030;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyers, and Buyers hereby agree to purchase from Seller, all of Seller's right, title, and interest in and to the following described property (the "**Property**"):

(a) **Land**. That certain tract of land (collectively, the "**Land**") located near the City of Newark, Independence County, Arkansas, being more particularly described on ***Exhibit A*** attached hereto and made a part hereof.

(b) **Easements**. All easements, if any, benefiting the Land, SAVE AND EXCEPT, the easements granted to Seller pursuant to that Access Agreement (the "**Access Agreement**") and that Comprehensive Easement Agreement (the "**Comprehensive Easement Agreement,**" both attached hereto in ***Exhibit B*** and ***Exhibit C*** and further described in Section 4.6 herein.

(c) **Rights and Appurtenances**. All rights and appurtenances pertaining to the Land, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way.

(d) **Improvements**. All improvements and related appurtenances sited in and on the Land.

(e) **Tangible Personal Property.** All fixtures and affixed equipment (including without limitation gates, fencing and temporary buildings) or any interest therein owned by Seller and located on the Land but specifically excluding EAL's interest in transmission and distribution lines from the switchyard to off-site, the switchyard, and all equipment in the switchyard.

1.2 **Conveyance**. Seller's Interest in the Property shall be conveyed to Buyers as follows:

(a) 31.75% of Seller's Interest in the Property to Jonesboro;

(b) 12.70% of Seller's Interest in the Property to Conway;

(c) 6.35% of Seller's Interest in the Property to West Memphis; and

(d) 49.20% of Seller's Interest in the Property to AECC;

provided, however, Buyers may adjust such percentages upon written notice to Seller prior to Closing.

2.
PURCHASE PRICE

2.1 Independence Appraisal. The Parties hereby consent to and agree to utilize an appraisal of the Property prepared by Ronald E. Bragg, MAI, dated October 31, 2024 (the "**Appraisal**"). All costs and fees related to the Appraisal shall be paid equally by the Parties.

2.2 White Bluff Appraisal. For the purposes of Section 2.3, reference is hereby specifically made to the appraisal of that certain real property located in Jefferson County, Arkansas, dated October 31, 2024, and completed by Ronald E. Bragg, MAI, referred to in the White Bluff Excess Real Estate Agreement (defined below) (the "**White Bluff Appraisal**").

2.3 Purchase Price. The purchase price for the Property shall be equal to the Gross Acres designated in ***Exhibit A*** to be conveyed (approximately 685 acres, subject to adjustment at Closing) multiplied by the fair market value of $4915.00 per acre and then multiplied by Seller's current ownership interest in the co-owned Property (the "**Purchase Price**"). Buyers shall cause the Purchase Price to be deposited into escrow with Chicago Title Insurance Company ("**Title Company**") no later than the Closing Date.

3.
TITLE MATTERS AND REVIEW

3.1 Acceptable Title. Seller shall convey and Buyers shall accept, marketable and insurable title to the Property, subject to the matters set forth in this Agreement. Seller shall convey and Buyers shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions (defined below); and

(b) Such other matters as the Title Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

3.2 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Buyers, and Buyers shall accept and assume same, subject only to the final list of special exceptions set forth in the title commitment for the owner's policy of title insurance (collectively, the "**Permitted Exceptions**").

3.3 Title. Seller shall cause the Title Company to deliver to the Parties: (i) a commitment for title insurance from the Title Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property ("**Title Commitment**"), which Title Commitment shall be delivered to counsel for all Parties; and (ii) a copy of an updated survey on the Property made by Blew & Associates, P.A. ("**Survey**").

3.4 Inability to Convey.

(a) Seller shall use commercially reasonable efforts to eliminate all title objections of Buyers ("**Title Objections**") relating to the Property by the Closing Date provided said objection was not created by Buyers or Non-Party Owners. Buyers shall cooperate in good faith to assist in the removal of any Title Objections. Notwithstanding the foregoing, Seller shall only be obligated to eliminate those Title Objections that are solely related to Seller acting on Seller's own behalf (i.e., not as agent for another) and that can be unilaterally cured by Seller. If any Title Objections are not cured or eliminated by the Closing Date, Seller shall provide written notice of same to Buyers and then, unless the same is waived by Buyers in writing, in Buyers' sole and absolute discretion, Buyers may either: (i) terminate this Agreement by written notice to Seller delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 3.2 or 3.4(a) to the contrary, Buyers shall not be required to object to any Monetary Liens (as defined below) or Tenancy Rights (as defined below), the parties agreeing that Seller shall have an absolute obligation to satisfy on or before Closing all liens that can be satisfied by the payment of money ("**Monetary Liens**") and to terminate all tenancy rights ("**Tenancy Rights**" and together with the Monetary Liens, the "**Mandatory Title Removal Items**"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyers' election, such failure shall constitute a default pursuant to Section 8.1 and Buyers shall be entitled to such remedies as are set forth in Section 8.1. The Parties understand and agree that the Property is subject to certain indentures securing indebtedness of a selling Party. At Closing, each selling Party will provide documentation showing a partial release of any and all of its indentures to the extent applicable to the Property. If at Closing the selling Party has begun the release process but such documentation is not yet available due to the trustee's or indenture holder's standard release process, the selling Party shall have 90 days to provide such documentation to the Parties.[1]

[1] The Parties are still discussing deliverables, if any, at Closing to ensure release of indentures.

(c) Notwithstanding anything in this Section 3.4 above to the contrary, Buyers, at their option, may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller.

4.
CONDITIONS TO CLOSING

The Parties agree to act diligently and in good faith to satisfy before the Closing Date all of the following shall be conditions precedent to each Party's obligations under this Agreement:

4.1 Due Diligence. Buyers and/or their contractors shall be entitled to conduct such due diligence as Buyers deem appropriate, provided, however, that Buyers will not request, and Seller shall not be required to provide, any information that is attorney-client privileged or attorney work product or whose disclosure is prohibited by any law.

4.2 Inspection. Subject to Section 4.4, Buyers and/or their contractors may inspect, test, and survey the Property as Buyers deem fit. Buyers shall indemnify, except as prohibited by law, and hold Seller harmless from and against any and all claims, costs, losses, expenses, or damages to property, real or personal, or injuries or death to persons caused by Buyers' inspections. Buyers' indemnity obligations under this Section exclude any loss or damage to the extent caused by the negligence of Seller or anyone under the authority of Seller and shall also exclude the mere discovery of pre-existing conditions. The obligations of each Party under this Section 4.2 shall survive Closing or termination of this Agreement for any reason.

4.3 Mutual Cooperation. Seller shall undertake commercially reasonable efforts to cooperate with Buyers' efforts to conduct due diligence, and gather information. The Parties further agree and acknowledge that Buyers' due diligence, including inspection of the property for environmental conditions and other reasons, as provided for here under Sections 4.1, 4.2, and 4.4, may have commenced prior to execution of this Agreement ("**Pre-Execution Diligence**"). All such Pre-Execution Diligence shall be considered as having been done under this Agreement for purposes of compliance with this Section 4. However, in the event that any claim, known or unknown, shall be due to or arise from the Pre-Execution Diligence, then said claim shall be governed by the agreement between the Parties authorizing such Pre-Execution Diligence.

4.4 Environmental Condition. The Parties hereby consent to and agree to allow Buyers and/or their contractors to conduct an environmental site assessment of the Property. That assessment may be used as an environmental baseline assessment. The cost of the assessment shall be paid for by Buyers. Buyers may undertake any physical sampling of the Property to the extent it deems necessary to document Property conditions to develop the environmental baseline assessment provided Buyers obtain Seller's written consent in advance, which shall not be unreasonably withheld. Seller shall make available to Buyers correct and complete copies of reports, correspondence, memoranda, sampling results, assessments, audits and other documents pertaining to environmental matters related to the Property that are in the possession or control of Seller or its agents or contractors and that are reasonably accessible, but in no case any attorney-client privileged documents or attorney work product. The Parties further agree that if any part of the Property shall become eligible for inclusion in any state or federal program that apply to reusing or developing existing sites (i.e., brownfields), then each Party shall reasonably cooperate and provide any consents if any are necessary to make that part of the Property eligible for inclusion in such program. Provided, however, that no Party shall be required to incur any new costs to do so.

4.5 Government Approvals. All municipal approvals/authorizations required by any Buyer to close.

4.6 Easements. Execution of the following two (2) easements to Seller:

(a) The Access Agreement (***Exhibit B***) in favor of Seller as operator and agent under the Independence Steam Electric Station Operating Agreement dated November 1, 2000, or any amendments thereto, and the Independence Ownership Agreement dated July 31, 1979, as amended in, into, upon, over, across, under, and through the Property and the Land, as more particularly described in Survey No. 25-0406 conducted by Blew, Inc., and dated effective March 11, 2025, and including, but not limited to, access to any water or other utilities that serve Independence, roads, the switchyard, and the fence located on and surrounding the perimeter of the Property for the purpose of performing such actions as allowed by the Legacy Agreements (as defined below). This Access Agreement shall include the right of ingress and egress over the Property to perform construction or operation-related activities. This Access Agreement shall terminate upon the later of (i) the Closing Date set forth in Section 6.1 of the Independence Plant Purchase and Sale Agreement or (ii) EAL being relieved of its role as operator under the Independence Steam Electric Station Operating Agreement dated November 1, 2000, or any amendments thereto.

(b) The Comprehensive Easement Agreement (***Exhibit C***) containing both (i) an assignable perpetual easement in favor of Seller in and to all electric transmission and distribution lines and switchyard facilities in, into, upon, over, across, under, and through the Property, as more particularly described in Survey No. 25-0406 conducted by Blew, Inc., and dated effective March 11, 2025, for the purpose of operating, repairing, maintaining or improving the facilities or infrastructure described and (ii) an assignable easement in favor of Seller to perform any work Seller is performing under that Independence Environmental Maintenance Agreement to by executed by the Parties (including the right of ingress and egress over the Property to perform said activities). This easement shall terminate upon the termination of the Independence Environmental Maintenance Agreement.

4.7 White Bluff Excess Real Estate Sale. The Parties desire for this Agreement to close simultaneously with or, alternatively, as close in time as possible to the White Bluff Excess Real Estate Agreement of even date herewith. At the same time, the Parties recognize there is a need for a reasonable expectation around the closing date for this Agreement. To that end, the Parties shall perform a simultaneous closing of this Agreement and the White Bluff Excess Real Estate Agreement up to and including June 15, 2025; provided, however, if the Closing has not occurred by June 15, 2025, the Parties shall work together in good faith for separate closings on a date and time chosen by the Parties pursuant to the following requirements:

(a) The Parties, recognizing the Parties' desire expressed above and that time is of the essence, will continue all commercially reasonable efforts to effect closings as close in time as reasonably possible to each other;

(b) If, by June 15, 2025, a simultaneous closing has not been achieved for this Agreement and the White Bluff Excess Property Agreement, then as a condition precedent to Closing this Agreement, Buyers shall deposit all necessary instruments of conveyance for the White Bluff Excess Property Agreement with the Title Company; and

(c) If, by July 15, 2025, either this Agreement or the White Bluff Excess Agreement has not closed, then senior management of the Parties shall meet and confer within 3 business days to work through what issues may remain and the Parties will continue commercially reasonable efforts to finalize whatever Closing remains outstanding.

5.
REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyers as follows:

(a) Seller is and shall be on the Closing Date a limited liability company duly organized and validly existing under the laws of the state of Texas.

(b) Seller shall have on the Closing Date full power and authority to execute and perform this Agreement and all limited liability company action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Seller. Neither the execution nor the performance by Seller of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Seller is a party.

(c) Seller represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyers valid and authorized certificates to such effect (the "**Nonforeign Status Certificate**") at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms; and Seller has all necessary capacity and authority to own the Property, to enter into and perform this Agreement, and to convey the Property as described herein.

(e) Seller is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by Seller will not (a) conflict with the certificate of formation or limited liability company operating agreement or other governing instrument of Seller, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Seller is a party, is bound or may be subject.

(g) Seller has fee simple title to the Property. Seller has the right to sell and transfer the Property as described hereunder, and upon transfer of the Property, Seller will convey the Property free of all rights of first refusal and options to purchase.

(h) Except as set forth on ***Exhibit D***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against Seller pending or threatened against or by or affecting Seller, or any of the Property, at law, in equity or bankruptcy, or before or by any governmental authority, and Seller has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) Seller does not have any oral or written understanding with any third persons that would materially affect the Property or the transfer of the Property to Buyers in a manner adverse to the interests of Buyers.

(j) All returns and reports concerning taxes and other reports required to have been filed by Seller relating to the Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due by Seller or any of the Partners to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(k) No representation or warranty by Seller in this Agreement, no certification furnished by a Party under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyers pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(l) All representations and warranties by Seller in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Seller will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

(m) Except as set forth in ***Exhibit E***, as of the date hereof and to the best of Seller's actual knowledge, the Property is in material compliance with all applicable federal, state and local environmental statutes and regulations.

5.2 AECC's Representations and Warranties. AECC hereby represents and warrants to Seller as follows:

(a) AECC is and shall be on the Closing Date a cooperative duly organized and validly existing under the laws of the state of Arkansas.

(b) AECC shall have on the Closing Date full power and authority to execute and perform this Agreement and all cooperative action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of AECC. Neither the execution nor the performance by AECC of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which AECC is a party.

(c) AECC represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by AECC and is a valid and binding obligation of AECC enforceable against AECC in accordance with its terms; and AECC has all necessary capacity and authority to enter into and perform this Agreement.

(e) AECC is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by AECC will not (a) conflict with any governing instrument of AECC, or (b) violate, result in a breach of or constitute a default under any agreement, instrument,

statute, regulation, rule, judgment, order or decree to which AECC is a party, is bound or may be subject.

(g) AECC, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by AECC in this Agreement, no certification furnished by AECC under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by AECC in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, AECC will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.3 Jonesboro's Representations and Warranties. Jonesboro hereby represents and warrants to Seller as follows:

(a) Jonesboro is and shall be on the Closing Date an Arkansas consolidated utility district.

(b) Jonesboro shall have on the Closing Date full power and authority to execute and perform this Agreement and all entity action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Jonesboro. Neither the execution nor the performance by Jonesboro of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Jonesboro is a party.

(c) Jonesboro represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Jonesboro and is a valid and binding obligation of Jonesboro enforceable against Jonesboro in accordance with its terms; and Jonesboro has all necessary capacity and authority to enter into and perform this Agreement.

(e) Jonesboro is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Jonesboro, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Jonesboro is a party, is bound or may be subject.

(g) Jonesboro, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by Jonesboro in this Agreement, no certification furnished by Jonesboro under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by Jonesboro in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Jonesboro will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.4 West Memphis's Representations and Warranties. West Memphis hereby represents and warrants to Seller as follows:

(a) West Memphis is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) West Memphis shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, West Memphis shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of West Memphis. Neither the execution nor the performance by West Memphis of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which West Memphis is a party.

(c) West Memphis represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by West Memphis and is a valid and binding obligation of West Memphis enforceable against West Memphis in accordance with its terms; and West Memphis has all necessary capacity and authority to enter into and perform this Agreement.

(e) West Memphis is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of West Memphis, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which West Memphis is a party, is bound or may be subject.

(g) West Memphis, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by West Memphis in this Agreement, no certification furnished by West Memphis under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by West Memphis in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, West Memphis will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.5 Conway's Representations and Warranties. Conway hereby represents and warrants to Seller as follows:

(a) Conway is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) Conway shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, Conway shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Conway. Neither the execution nor the performance by Conway of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Conway is a party.

(c) Conway represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Conway and is a valid and binding obligation of Conway enforceable against Conway in accordance with its terms; and Conway has all necessary capacity and authority to enter into and perform this Agreement.

(e) Conway is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Conway, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Conway is a party, is bound or may be subject.

(g) Conway, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by Conway in this Agreement, no certification furnished by Conway under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by Conway in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Conway will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.6 Survival of Representations and Warranties. All representations and warranties of the Parties contained in this Section 5 shall survive Closing.

6. CLOSING

6.1 Closing. The Closing (the "**Closing**") shall be conducted "by mail" at the offices of the Title Company five (5) business days after Buyers have provided written notice to Seller and the Title Company that the conditions to Closing have been satisfied (other than those to be satisfied at Closing) and all title objections have been cured or waived (the "**Closing Date**").

6.2 Possession. Possession of the Property shall be delivered to Buyers at the Closing.

6.3 Effect of Closing. Effective as of the Closing Date, Buyers shall have sole right, title, interest, and possession in and to the Property and Seller shall have no right or interest in the Property excepting those rights conveyed in the Access Agreement and Comprehensive Easement Agreement under Section 4.6.

6.4 Other Matters Not Addressed. Notwithstanding the foregoing, with respect to all applicable local, state, or federal environmental laws and regulations, Seller shall remain liable for any environmental liability/condition existing on the Property. To be clear and to avoid any possible confusion in the future, the purpose of this Agreement herein is to grant, bargain, sell, and transfer the Seller's respective interest in the real property more particularly described in ***Exhibit A***, and all other issues, rights, and obligations pertaining to personal property, interconnection rights, environmental conditions, and decommissioning concerning or related to the Property not contemplated herein shall be contemplated in one or more separate agreements herewith or hereafter the execution of this Agreement.

6.5 Closing Costs. Seller shall pay, at Closing, title search costs (including the cost of the title update following Closing), the cost of the Title Commitment, the title insurance premiums for the owner's title policy (including the cost of any and all endorsements required to cure title defects), and all recording costs. Any transfer or conveyance taxes and costs of recordation shall be divided equally between the parties. All other escrow fees and customary charges of the Title Company, and all other Closing costs not otherwise provided for in this Agreement, shall be divided between the parties in accordance with the Parties' tenant-in-common interests in the Property immediately prior to Closing. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.6 Buyers' Obligations. At Closing, or at such other time as indicated below, Buyers shall deliver to Seller the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Buyers shall be reasonably required by the Title Company to evidence Buyers' authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of each Buyer certifying that such Buyer is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Closing Statement**. Buyers' counterpart signature to the closing statement prepared by the Title Company.

(d) **Easements**. The Access Easement (in the form attached hereto as ***Exhibit B***) and the Comprehensive Easement Agreement (in the form attached hereto as ***Exhibit C***) duly executed by an authorized representative of each Buyer.

(e) **Other Documents**. Such other and further documents and instruments, to be signed by Buyers that Seller may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

6.7 Seller's Obligations. At Closing, or at such other time as indicated below, Seller shall deliver to Buyers the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Seller as shall be reasonably required by the Title Company to evidence Seller's authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Deed**. Special Warranty Deed in the form attached hereto as ***Exhibit F*** executed by Seller conveying the Property to Buyers subject only to the final list of special exceptions set forth in title commitment for the owner's policy of title insurance and all reservations or conveyances of easements stated in Section 4.6 or in ***Exhibit B*** or ***Exhibit C***, attached hereto (the "**Deed**").

(d) **Warranties and Service Contracts**. A list of all warranties, service contracts, and other contracts to which Seller or any affiliate is a party and pertaining to the Property, which list shall be signed by Seller certifying that the list is complete and accurate in all respects, together with copies of all such contracts.

(e) **Transfer Notices**. Such notices to service providers, manufacturers of equipment and personal property transferred pursuant to this transaction, utility companies providing utility services to the Property, and any party to any other contract (to the extent required by any such contract) as shall be necessary or desirable to cause all applicable warranties and contracts to be transferred to Buyers.

(f) **Closing Statement**. Seller's counterpart signature to the closing statement prepared by the Title Company.

(g) **Easements**. The Access Easement (in the form attached hereto as ***Exhibit B***) and the Comprehensive Easement Agreement (in the form attached hereto as ***Exhibit C***) duly executed by an authorized representative of Seller.

(h) **Other Documents**. Such other and further documents and instruments, to be signed by Seller that Buyers may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

7.
RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any portion of the Property by eminent domain proceedings or by deed in lieu thereof, the Parties shall consummate the Closing, in which event all of the assignable right, title and interest in and to the award of the condemning authority shall be assigned to Buyers at the Closing and there shall be no reduction in the Purchase Price.

7.2 Casualty. All risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated shall be allocated among the Parties pursuant to the Legacy Agreements (as defined below). If the Property, or any part thereof, suffers any material damage prior to the Closing from fire or other casualty, the Parties shall consummate the Closing, in which event all of the right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Buyers at the Closing, in form and substance acceptable to Buyers.

8.
DEFAULT

8.1 Breach. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to either Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

9.
OPERATIONS PRIOR TO CLOSING

9.1 **Affirmative Covenants**. Between the Effective Date and the Closing, the Parties shall:

(a) maintain the Property in a state of good repair consistent with the requirements imposed by local code and the normal conduct of day-to-day operation and management of the Property, ordinary wear and tear excepted;

(b) comply with all applicable laws and contractual obligations applicable to the Property and the Parties' operations thereon including, but not limited to, the Legacy Agreements as defined below; and

(c) report to each other any material change in circumstances or any occurrences that cause any of such Party's representations or warranties contained in this Agreement to no longer be true, correct, or accurate in any material respect or that cause such Party to no longer be in material compliance with any of such Party's covenants contained in this Agreement.

10.
MISCELLANEOUS

10.1 **Notices**. All notices, demands, and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, AR, 72201
with a copy to:	Jeff Rosencrants Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201 jrosenc@entergy.com (electronic copy also required)
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201

If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219 generalcounsel@aecc.com (electronic copy also required)
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 East Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

10.2 **Entire Agreement**. This Agreement (with the other agreements of even date herewith) embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the transfer of the Property described herein, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. Notwithstanding the foregoing:

(a) the Parties agree that this Agreement and each Agreement executed simultaneously herewith are independently effective. A Party shall not refuse to close under this Agreement based

upon an alleged breach of another agreement, the intent being that any Party may seek specific performance of this Agreement regardless of an alleged or actual breach of another agreement. Additionally, the failure or refusal to close under this Agreement shall not in any way affect the enforceability of any other agreement between the Parties, including but not limited to any prior, concurrent, or future (i) closing date or (ii) effective date.

(b) the Parties agree that the following prior agreements shall survive Closing and shall not be merged into the Deed: that certain Independence Ownership Agreement dated July 31, 1979, as amended, ***SAVE AND EXCEPT*** and expressly excluding *Exhibit A* and *Exhibit C* attached thereto; that certain Independence Steam Electric Station Operating Agreement dated July 31, 1979, as amended; and that certain Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "**Legacy Agreements**"). Furthermore, the Parties acknowledge and affirm that their obligations in this Agreement shall survive Closing and do not merge into any of the deeds contemplated in this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed as altering the Parties' right to energy and capacity, and the amount of energy and capacity, set forth in the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012. However, the Independence Excess Real Estate Agreement and the Independence Plant Purchase and Sale Agreement shall alter, control, and supersede the contractual rights, benefits, and obligations of the Parties set forth in *Exhibit A* and *Exhibit C* of the Independence Ownership Agreement dated July 31, 1979, as amended.

10.3 **Amendment**. This Agreement may be amended only by a written instrument executed by the Parties.

10.4 **Headings**. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.5 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

10.6 **Time of Essence**. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 **Governing Law**. This Agreement shall be governed by the laws of the State of Arkansas.

10.8 **Successors and Assigns; Assignment**. This Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights under this Agreement may be assigned.

10.9 **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 Attorneys' Fees. In the event it becomes necessary for either Party hereto to file suit to enforce this Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

10.11 Multiple Counterparts. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

10.12 Effective Date. As used herein, the term "Effective Date" shall mean the first date upon which this Agreement has been fully executed by all Parties.

10.13 No Personal Liability. Notwithstanding any provisions in this Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Agreement. Notwithstanding the foregoing, nothing contained in this Section 10.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Agreement.

10.14 Confidentiality. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

10.15 Construction. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

10.15 Exhibits. The Parties intend and agree that, upon agreement of the Parties, Seller may amend or supplement Exhibits D and E after execution of this Agreement so long as such amendment or supplementation is made in writing to the other Parties and is provided no later than ten (10) days prior to the Closing Date. Any such supplementation or amendment shall be treated for all purposes as if it were part of this Agreement at the time of execution, but in the event of any changes to Exhibits D or E, Buyer and Seller shall negotiate in good faith an adequate financial payment or indemnification right, or if the Parties are unable to agree, Buyer may terminate this Agreement by written notice to Seller delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

SELLER:

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy" Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.

(SEAL)

BUYER:

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

EXHIBIT A
TO REAL ESTATE AGREEMENT

LEGAL DESCRIPTION

Legal Description of the land to be provided as part of the Survey conducted by Blew Surveying, and being Survey No. 25-0406 dated effective March 11, 2025.

EXHIBIT B
TO REAL ESTATE AGREEMENT

ACCESS AGREEMENT

EXHIBIT C
TO REAL ESTATE AGREEMENT

COMPREHENSIVE EASEMENT AGREEMENT

EXHIBIT D
TO REAL ESTATE AGREEMENT

LITIGATION

	CAUSE NO.	JURISDICTION	PLAINTIFF(S)	DEFENDANT(S)	FILE DATE	DISPOSITION DATE	DESCRIPTION
1.							
2.							
3.							
4.							
5.							
6.							
7.							

EXHIBIT E
TO REAL ESTATE AGREEMENT

DISCLOSED CONDITIONS AND DOCUMENTS

	NAME	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		

EXHIBIT F
TO REAL ESTATE AGREEMENT

SPECIAL WARRANTY DEED

EXHIBIT B

WHITE BLUFF EXCESS REAL ESTATE AGREEMENT

THIS WHITE BLUFF EXCESS REAL ESTATE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**" or "**Buyer**"), and **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district, ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**") and together with Conway, Jonesboro, and AECC, each a "**Seller**" and collectively, (the "**Sellers**"). Buyer and Sellers may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

WHEREAS, Buyer and Sellers own the Property (defined below) as tenants in common;

WHEREAS, AECC owns an approximate thirty-five percent (35.0%) undivided interest in the Property (the "**AECC Property**");

WHEREAS, Jonesboro owns an approximate five percent (5.0%) undivided interest in the Property (the "**Jonesboro Property**");

WHEREAS, Conway owns an approximate two and 526/1000 percent (2.526%) undivided interest in the Property (the "**Conway Property**");

WHEREAS, West Memphis owns an approximate one and 266/1000 percent (1.266%) undivided interest in the Property (the "**West Memphis Property**");

WHEREAS, Buyer owns the remaining fifty-six and 208/1000 percent (56.208%) undivided interest in the Property, and the Parties acknowledge that the foregoing percentages are subject to confirmation in the Title Commitment (defined below);

WHEREAS, Sellers desire to sell to Buyer and Buyer desires to purchase from Sellers, all of Sellers' right, title, and interest to the Property, excepting the power plant and certain other areas identified herein;

WHEREAS, neither Buyer nor Sellers desire for this Agreement to alter their current right to energy and capacity from the White Bluff Steam Electric Station through December 31, 2028.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase from Sellers, all of Sellers' right, title, and interest in and to the following described property (collectively, the "**Property**"):

(a) **Land**. That certain tract of land (collectively, the "**Land**") located near the City of Redfield, Jefferson County, Arkansas, being more particularly described on ***Exhibit A*** attached hereto and made a part hereof.

(b) **Easements**. All easements, if any, benefiting the Land.

(c) **Rights and Appurtenances**. All rights and appurtenances pertaining to the Land, including any right, title and interest of Sellers in and to adjacent streets, alleys or rights-of-way.

(d) **Improvements**. All improvements and related appurtenances sited in and on the Land.

(e) **Tangible Personal Property.** All fixtures and affixed equipment (including without limitation gates, fencing and temporary buildings), or any interest therein, owned by Sellers and located on the Land.

2.
PURCHASE PRICE

2.1 White Bluff Appraisal. The Parties hereby consent to and agree to utilize an appraisal of the Property prepared by Ronald E. Bragg, MAI, dated October 31, 2024 (the "**Appraisal**"). All costs and fees related to the Appraisal shall be paid equally by the Parties.

2.2 Independence Appraisal. For the purposes of Section 2.3, reference is hereby specifically made to the appraisal of that certain real property located in Independence County, Arkansas, dated October 31, 2024, and completed by Ronald E. Bragg, MAI pursuant to the Independence Excess Real Estate Agreement (defined below) (the "**Independence Appraisal**").

2.3 Purchase Price. The purchase price for the Property shall be equal to the Gross Acres designated in ***Exhibit A*** to be conveyed (approximately 1375.692 acres, subject to adjustment at Closing) multiplied by the fair market value of $2,998.00 per acre and then multiplied by each Seller's current ownership interest in the co-owned Property (the "**Purchase Price**"). The Purchase Price shall be payable to each Seller as follows:

(a) To AECC, 79.92% of the Purchase Price, to be deposited into escrow with Chicago Title Insurance Company ("**Title Company**") no later than the Closing Date.

(b) To Jonesboro, 11.42% of the Purchase Price, to be held in escrow with Title Company no later than the Closing Date.

(c) To Conway, 5.77% of the Purchase Price, to be held in escrow with Title Company no later than the Closing Date.

(d) To West Memphis, 2.89% of the Purchase Price, to be held in escrow with Title Company no later than the Closing Date;

provided, however, Sellers may adjust such percentages upon written notice to Buyer prior to Closing.

3.
TITLE MATTERS AND REVIEW

3.1 Acceptable Title. Sellers shall convey and Buyer shall accept marketable and insurable title to the Property, subject to the matters set forth in this Agreement. Sellers shall convey and Buyer shall

accept fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions (defined below); and

(b) Such other matters as the Title Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

3.2 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Sellers to Buyer, and Buyer shall accept and assume same, subject only to the final list of special exceptions set forth in the title commitment for the owner's policy of title insurance (collectively, the "**Permitted Exceptions**").

3.3 Title. The Parties shall cause the Title Company to deliver to the Parties: (i) a commitment for title insurance from the Title Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property ("**Title Commitment**"), which Title Commitment shall be delivered to counsel for all Parties; and (ii) a copy of an updated survey on the Property made by Blew & Associates, P.A. ("**Survey**").

3.4 Inability to Convey.

(a) Sellers shall use commercially reasonable efforts to eliminate all title objections of Buyer ("**Title Objections**") relating to the Property by the Closing Date provided said objection was not created by Buyer. Buyer shall cooperate in good faith to assist in the removal of any Title Objections. Notwithstanding the foregoing, Sellers shall only be obligated to eliminate those Title Objections that are solely related to Sellers acting on Sellers' own behalf (i.e., not as agent for another) and that can be unilaterally cured by Sellers. If any Title Objections are not cured or eliminated by the Closing Date, Sellers shall provide written notice of same to Buyer and then, unless the same is waived by Buyer in writing, in Buyer's sole and absolute discretion, Buyer may either: (i) terminate this Agreement by written notice to Sellers delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Sellers are able to convey on the Closing Date.

(b) Notwithstanding anything in Section 3.2 or 3.4(a) to the contrary but limited to only those matters that are caused by any Seller acting on its behalf that can be unilaterally cured by Sellers, Buyer shall not be required to object to any Monetary Liens (as defined below) or Tenancy Rights (as defined below), the parties agreeing that Sellers shall have an absolute obligation to satisfy on or before Closing all liens caused by Sellers that can be satisfied by the payment of money ("**Monetary Liens**") and to terminate all tenancy rights of any Seller or incurred by any Seller ("**Tenancy Rights**" and together with the Monetary Liens, the "**Mandatory Title Removal Items**"). If Sellers fail to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a default pursuant to Section 8.1 and Buyer shall be entitled to such remedies as are set forth in Section 8.1. The Parties understand and agree that the Property is subject to certain indentures securing indebtedness for a selling Party. At Closing, each selling Party will provide documentation showing a partial release of any and all of its indentures to the extent applicable to the Property. If at Closing the selling Party has begun the release process but such documentation is not yet available due to

the trustee's or indenture holder's standard release process, the selling Party shall have 90 days to provide such documentation to the Parties.[1]

(c) Notwithstanding anything in this Section 3.4 above to the contrary, Buyer, at its option, may at any time accept such title as Sellers can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Sellers.

4.
CONDITIONS TO CLOSING

The Parties agree to act diligently and in good faith to satisfy before the Closing Date all of the following conditions precedent to each Party's obligations under this Agreement:

4.1 Due Diligence. Buyer and/or its contractors shall be entitled to conduct such due diligence as Buyer deems appropriate, provided, however, that Buyer will not request, and Sellers shall not be required to provide, any information that is attorney-client privileged attorney work product or whose disclosure is prohibited by any law.

4.2 Inspection. Subject to Section 4.4, Buyer and/or its contractors may inspect, test, and survey the Property as Buyer deems fit. Buyer shall indemnify, except as prohibited by law, and hold all Sellers harmless from and against any and all claims, costs, losses, expenses, or damages to property, real or personal, or injuries or death to persons caused by Buyer's inspections. Buyer's indemnity obligations under this Section exclude any loss or damage to the extent caused by the negligence of Sellers or anyone under the authority of Sellers and shall also exclude the mere discovery of pre-existing conditions. The obligations of each Party under this Section 4.2 shall survive Closing or termination of this Agreement for any reason.

4.3 Mutual Cooperation. Sellers shall undertake commercially reasonable efforts to cooperate with Buyer's efforts to conduct due diligence, and gather information.

4.4 Environmental Condition. The Parties hereby consent to and agree to allow Buyer and/or its contractors to conduct an environmental site assessment of the Property. That assessment may be used as an environmental baseline assessment. The cost of the assessment shall be paid for by Buyer. Buyer may undertake any physical sampling of the Property to the extent it deems necessary to document Property conditions to develop the environmental baseline assessment provided Buyer obtains Sellers' written consent in advance, which shall not be unreasonably withheld or delayed. Sellers shall make available to Buyer correct and complete copies of reports, correspondence, memoranda, sampling results, assessments, audits and other documents pertaining to environmental matters related to the Property that are in the possession or control of Seller or its agents or contractors and that are reasonably accessible, but in no case any attorney-client privileged documents or attorney work product. The Parties further agree that if any part of the Property shall become eligible for inclusion in any state or federal program that apply to reusing or developing existing sites (i.e., brownfields), then each Party shall reasonably cooperate and provide any consents if any are necessary to make that part of the Property eligible for inclusion in such program. Provided, however, that no Party shall be required to incur any new costs to do so.

[1] The Parties are still discussing deliverables, if any, at Closing to ensure release of indentures.

4.5 Government Approvals. All municipal approvals/authorizations required by any Seller to close.

4.6 Independence Excess Real Estate Sale. The Parties desire for this Agreement to close simultaneously with or, alternatively, as close in time as possible to the Independence Excess Real Estate Agreement of even date herewith. At the same time, the Parties recognize there is a need for a reasonable expectation around the closing date for this Agreement. To that end, the Parties shall perform a simultaneous closing of this Agreement and the Independence Excess Real Estate Agreement up to and including June 15, 2025; provided, however, if the Closing has not occurred by June 15, 2025, then the Parties shall work together in good faith for separate closings on a date and time chosen by the Parties pursuant to the following requirements:

(a) The Parties, recognizing the Parties' desire expressed above and that time is of the essence, will continue all commercially reasonable efforts to effect closings as close in time as reasonably possible to each other;

(b) If, by June 15, 2025, a simultaneous closing has not been achieved for this Agreement and the Independence Excess Property Agreement, then as a condition precedent to closing this Agreement, EAL shall deposit all necessary instruments of conveyance for the Independence Excess Property Agreement with the Title Company; and

(c) If, by July 15, 2025, either this Agreement or the Independence Excess Property Agreement has not closed, then senior management of the Parties shall meet and confer within 3 business days to work through what issues may remain and the Parties will continue commercially reasonable efforts to finalize whatever Closing remains outstanding.

5.
REPRESENTATIONS AND WARRANTIES

5.1 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Sellers as follows:

(a) Buyer is and shall be on the Closing Date a limited liability company duly organized and validly existing under the laws of the state of Texas.

(b) Buyer shall have on the Closing Date full power and authority to execute and perform this Agreement and all limited liability company action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Buyer. Neither the execution nor the performance by Buyer of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Buyer is a party.

(c) Buyer represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Sellers valid and authorized certificates to such effect (the "**Nonforeign Status Certificate**") at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms; and Buyer has all necessary capacity and authority to enter into and perform this Agreement

(e) Buyer is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by Buyer will not (a) conflict with the certificate of formation or limited liability company operating agreement or other governing instrument of Buyer, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Buyer is a party, is bound or may be subject.

(g) No representation or warranty by Buyer in this Agreement, no certification furnished by a Party under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Sellers pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(h) All representations and warranties by Buyer in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Buyer will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.2 AECC's Representations and Warranties. AECC hereby represents and warrants to Buyer as follows:

(a) AECC is and shall be on the Closing Date a cooperative duly organized and validly existing under the laws of the state of Arkansas.

(b) AECC shall have on the Closing Date full power and authority to execute and perform this Agreement and all cooperative action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of AECC. Neither the execution nor the performance by AECC of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which AECC is a party.

(c) AECC represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by AECC and is a valid and binding obligation of AECC enforceable against AECC in accordance with its terms; and AECC has all necessary capacity and authority to own the AECC Property, to enter into and perform this Agreement, and to convey the AECC Property as described herein.

(e) AECC is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by AECC will not (a) conflict with any governing instrument of AECC, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which AECC is a party, is bound or may be subject.

(g) AECC has fee simple title to the AECC Property. AECC has the right to sell and transfer the AECC Property as described hereunder, and upon transfer of the AECC Property hereunder, AECC will convey the AECC Property free of all rights of first refusal and options to purchase.

(h) Except as set forth on ***Exhibit B***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against AECC pending or threatened against or by or affecting AECC, or any of the AECC Property, at law, in equity or bankruptcy, or before or by any governmental authority, and AECC has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) AECC does not have any oral or written understanding with any third persons that would materially affect the AECC Property or the transfer of the AECC Property to Buyer in a manner adverse to the interests of Buyer.

(j) All returns and reports concerning taxes and other reports required to have been filed by AECC relating to the AECC Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due by AECC or any of the Partners to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(k) AECC, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the AECC Property.

(l) No representation or warranty by AECC in this Agreement, no certification furnished by AECC under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(m) All representations and warranties by AECC in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, AECC will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.3 Jonesboro's Representations and Warranties. Jonesboro hereby represents and warrants to Buyer as follows:

(a) Jonesboro is and shall be on the Closing Date an Arkansas consolidated utility district.

(b) Jonesboro shall have on the Closing Date full power and authority to execute and perform this Agreement and all entity action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid

and legally binding obligation of Jonesboro. Neither the execution nor the performance by Jonesboro of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Jonesboro is a party.

(c) Jonesboro represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Jonesboro and is a valid and binding obligation of Jonesboro enforceable against Jonesboro in accordance with its terms; and Jonesboro has all necessary capacity and authority to own the Jonesboro Property, to enter into and perform this Agreement, and to convey the Jonesboro Property as described herein.

(e) Jonesboro is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Jonesboro, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Jonesboro is a party, is bound or may be subject.

(g) Jonesboro has fee simple title to the Jonesboro Property. Jonesboro has the right to sell and transfer the Jonesboro Property as described hereunder, and upon transfer of the Jonesboro Property hereunder, Jonesboro will convey the Jonesboro Property free of all rights of first refusal and options to purchase to Buyer.

(h) Except as set forth on ***Exhibit B***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against Jonesboro pending or threatened against or by or affecting Jonesboro, or any of the Jonesboro Property, at law, in equity or bankruptcy, or before or by any governmental authority, and Jonesboro has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) Jonesboro does not have any oral or written understanding with any third persons that would materially affect the Jonesboro Property or the transfer of the Jonesboro Property to Buyer in a manner adverse to the interests of Buyer.

(j) All returns and reports concerning taxes and other reports required to have been filed by Jonesboro relating to the Jonesboro Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due Jonesboro to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(k) Jonesboro, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Jonesboro Property.

(l) No representation or warranty by Jonesboro in this Agreement, no certification furnished by Jonesboro under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(m) All representations and warranties by Jonesboro in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, Jonesboro will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.4 West Memphis's Representations and Warranties. West Memphis hereby represents and warrants to Buyer as follows:

(a) West Memphis is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) West Memphis shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, West Memphis shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of West Memphis. Neither the execution nor the performance by West Memphis of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which West Memphis is a party.

(c) West Memphis represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by West Memphis and is a valid and binding obligation of West Memphis enforceable against West Memphis in accordance with its terms; and West Memphis has all necessary capacity and authority to own the West Memphis Property, to enter into and perform this Agreement, and to convey the West Memphis Property as described herein.

(e) West Memphis is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of West Memphis, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which West Memphis is a party, is bound or may be subject.

(g) West Memphis has fee simple title to the West Memphis Property. West Memphis has the right to sell and transfer the West Memphis Property as described hereunder, and upon

transfer of the West Memphis Property hereunder, West Memphis will convey the West Memphis Property free of all rights of first refusal and options to purchase to Buyer.

(h) Except as set forth on ***Exhibit B***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against West Memphis pending or threatened against or by or affecting West Memphis, or any of the West Memphis Property, at law, in equity or bankruptcy, or before or by any governmental authority, and West Memphis has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) West Memphis does not have any oral or written understanding with any third persons that would materially affect the West Memphis Property or the transfer of the West Memphis Property to Buyer in a manner adverse to the interests of Buyer.

(j) All returns and reports concerning taxes and other reports required to have been filed by West Memphis relating to the West Memphis Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due West Memphis to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(k) West Memphis, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the West Memphis Property.

(l) No representation or warranty by West Memphis in this Agreement, no certification furnished by West Memphis under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(m) All representations and warranties by West Memphis in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, West Memphis will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.5 Conway's Representations and Warranties. Conway hereby represents and warrants to Buyer as follows:

(a) Conway is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) Conway shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, Conway shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Conway. Neither the execution nor the performance by Conway of this Agreement will violate the terms or provisions

of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Conway is a party.

(c) Conway represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Conway and is a valid and binding obligation of Conway enforceable against Conway in accordance with its terms; and Conway has all necessary capacity and authority to own the Conway Property, to enter into and perform this Agreement, and to convey the Conway Property as described herein.

(e) Conway is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Conway, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Conway is a party, is bound or may be subject.

(g) Conway has fee simple title to the Conway Property. Conway has the right to sell and transfer the Conway Property as described hereunder, and upon transfer of the Conway Property hereunder, Conway will convey the Conway Property free of all rights of first refusal and options to purchase to Buyer.

(h) Except as set forth on ***Exhibit B***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against Conway pending or threatened against or by or affecting Conway, or any of the Conway Property, at law, in equity or bankruptcy, or before or by any governmental authority, and Conway has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) Conway does not have any oral or written understanding with any third persons that would materially affect the Conway Property or the transfer of the Conway Property to Buyer in a manner adverse to the interests of Buyer.

(j) All returns and reports concerning taxes and other reports required to have been filed by Conway relating to the Conway Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due Conway to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(k) Conway, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Conway Property.

(l) No representation or warranty by Conway in this Agreement, no certification furnished by Conway under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the

transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(m) All representations and warranties by Conway in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, Conway will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.6 Survival of Representations and Warranties. All representations and warranties of the Parties contained in this Section 5 shall survive Closing.

6. CLOSING

6.1 Closing. The Closing (the "**Closing**") shall be conducted "by mail" at the offices of the Title Company five (5) business days after Buyer has provided written notice to Sellers and the Title Company that the conditions to Closing have been satisfied (other than those to be satisfied at Closing) and all title objections have been cured or waived (the "**Closing Date**").

6.2 Possession. Exclusive possession of the AECC Property, Jonesboro Property, West Memphis Property, and the Conway Property shall be delivered to Buyer at the Closing.

6.3 Effect of Closing. Effective as of the Closing Date, Buyer shall have sole right, title, interest, and possession in and to the Property and Sellers shall have no right or interest in the Property.

6.4 Other Matters Not Addressed. Notwithstanding the foregoing, with respect to all applicable local, state, or federal environmental laws and regulations, Sellers shall remain liable for any environmental liability/condition existing on the Property. To be clear and to avoid any possible confusion in the future, the purpose of this Agreement herein is to grant, bargain, sell, and transfer the Sellers' respective interests in the real property more particularly described in ***Exhibit A***, and all other issues, rights, and obligations pertaining to personal property, interconnection rights, environmental conditions, and decommissioning concerning or related to the Property not contemplated herein shall be contemplated in one or more separate agreements herewith or hereafter the execution of this Agreement.

6.5 Conveyance. Notwithstanding any provision herein or in the Deed to the contrary, it is expressly agreed that Sellers make no representations or warranties of title to the Property regarding any defects of title or claims against Sellers' title arising from or relating to acts performed or caused to be performed by Buyer, or Buyer's predecessors in interest, acting outside the scope of its authority as agent of Sellers pursuant to the Legacy Agreements (as hereafter defined). The representations, covenants, and agreements contained in this Section 6.5 shall survive Closing and shall not merge into any of the deeds contemplated by this Agreement.

6.6 Closing Costs. Sellers shall pay, at Closing, title search costs (including the cost of the title update following Closing), the cost of the Title Commitment, the title insurance premiums for the owner's title policy (including the cost of any and all endorsements required to cure title defects), and all recording costs. Any transfer or conveyance taxes and costs of recordation shall be divided equally between the parties. All other escrow fees and customary charges of the Title Company, and all other Closing costs not otherwise provided for in this Agreement, shall be divided between the parties in accordance with the Parties' tenant-in-common interests in the Property immediately prior to closing. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.7 Buyer's Obligations. At Closing, or at such other time as indicated below, Buyer shall deliver to Sellers, the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Buyer shall be reasonably required by the Title Company to evidence Buyer's authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of Buyer certifying that Buyer is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Closing Statement**. Buyer's counterpart signature to the closing statement prepared by the Title Company.

(d) **Other Documents**. Such other and further documents and instruments, to be signed by Buyer that Sellers may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

6.8 Sellers' Obligations. At Closing, or at such other time as indicated below, Sellers shall each deliver to Buyer, the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of each Seller as shall be reasonably required by the Title Company to evidence each Seller's authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of each Seller certifying that such Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Deed**. Special Warranty Deed in the form attached hereto as ***Exhibit C*** executed by each Seller conveying the Property to Buyer subject only to the final list of special exceptions set forth in title commitment for the owner's policy of title insurance (the "**Deed**").

(d) **Warranties and Service Contracts**. A list of all warranties, service contracts, and other contracts to which Sellers or any affiliate is a party and pertaining to the Property, which list shall be signed by Sellers certifying that the list is complete and accurate in all respects, together with copies of all such contracts.

(e) **Transfer Notices**. Such notices to service providers, manufacturers of equipment and personal property transferred pursuant to this transaction, utility companies providing utility services to the Property, and any party to any other contract (to the extent required by any such contract) as shall be necessary or desirable to cause all applicable warranties and contracts to be transferred to Buyer.

(f) **Closing Statement**. Each Seller's counterpart signature to the closing statement prepared by the Title Company.

(g) **Other Documents**. Such other and further documents and instruments, to be signed by Sellers that Buyer may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

7.
RISK OF LOSS

7.1 **Condemnation**. If, prior to the Closing, action is initiated to take any portion of the Property by eminent domain proceedings or by deed in lieu thereof, the Parties shall consummate the Closing, in which event all of the assignable right, title and interest in and to the award of the condemning authority shall be assigned to Buyer at the Closing and there shall be no reduction in the Purchase Price.

7.2 **Casualty**. All risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated shall be allocated among the Parties pursuant to the Legacy Agreements (as defined below). If the Property, or any part thereof, suffers any material damage prior to the Closing from fire or other casualty, the Parties shall consummate the Closing, in which event all of the right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Buyer at the Closing, in form and substance acceptable to Buyer.

8.
DEFAULT

8.1 **Breach**. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to either Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

9.
OPERATIONS PRIOR TO CLOSING

9.1 **Affirmative Covenants**. Between the Effective Date and the Closing, the Parties shall:

(a) maintain the Property in a state of good repair consistent with the requirements imposed by local code and the normal conduct of day-to-day operation and management of the Property, ordinary wear and tear excepted;

(b) comply with all applicable laws and contractual obligations applicable to the Property and the Parties' operations thereon, including, but not limited to, the Legacy Agreements as defined below; and

(c) report to each other any material change in circumstances or any occurrences that cause any of such Party's representations or warranties contained in this Agreement to no longer be true, correct, or accurate in any material respect or that cause such Party to no longer be in material compliance with any of such Party's covenants contained in this Agreement.

10.
MISCELLANEOUS

10.1 **Notices**. All notices, demands, and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, AR 72201
with a copy to:	Jeff Rosencrants Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201 jrosenc@entergy.com (electronic copy also required)
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219

with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219 generalcounsel@aecc.com (electronic copy also required)
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 East Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

10.2 **Entire Agreement**. This Agreement (with the other agreements of even date herewith) embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the transfer of the Property described herein, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. Notwithstanding the foregoing:

(a) the Parties agree that this Agreement and each Agreement executed simultaneously herewith are independently effective. A Party shall not refuse to close this Agreement based upon an alleged breach of another agreement, the intent being that any Party may seek specific performance of this Agreement regardless of an alleged or actual breach of another agreement. Additionally, the failure or refusal to close under this Agreement shall not in any way affect the enforceability of any other agreement between the Parties, including but not limited to any prior, concurrent, or future (i) closing date or (ii) effective date.

(b) the Parties agree that the following prior agreements shall survive Closing and shall not be merged into the Deed: that certain White Bluff Plant Ownership Agreement dated June 27, 1977, as amended, ***save and except*** and expressly excluding *Exhibit A* and *Exhibit C* attached thereto; that certain White Bluff Plant Operating Agreement dated June 27, 1977, as amended; and that certain Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "**Legacy Agreements**"). Furthermore, the Parties acknowledge and affirm that their obligations in this Agreement shall survive Closing and do not merge into any of the deeds contemplated in this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed as altering the Parties' right to energy and capacity, and the amount of energy and capacity, set forth in the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012. However, the White Bluff Excess Real Estate Agreement and the White Bluff Plant Purchase and Sale Agreement shall alter, control, and supersede the contractual rights, benefits, and obligations of the Parties set forth in *Exhibit A* and *Exhibit C* of the White Bluff Plant Ownership Agreement dated June 27, 1977, as amended.

10.3 **Amendment**. This Agreement may be amended only by a written instrument executed by the Parties.

10.4 **Headings**. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.5 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

10.6 **Time of Essence**. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 **Governing Law**. This Agreement shall be governed by the laws of the State of Arkansas.

10.8 **Successors and Assigns; Assignment**. This Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights under this Agreement may be assigned.

10.9 **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 **Attorneys' Fees**. In the event it becomes necessary for either Party hereto to file suit to enforce this Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

10.11 **Multiple Counterparts**. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

10.12 **Effective Date**. As used herein, the term "Effective Date" shall mean the first date upon which this Agreement has been fully executed by all Parties.

10.13 **No Personal Liability**. Notwithstanding any provisions in this Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Agreement. Notwithstanding the foregoing, nothing contained in this Section 10.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Agreement.

10.14 **Confidentiality**. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

10.15 **Construction**. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

10.16 **Exhibits**. The Parties intend and agree that, upon agreement of the Parties, the Sellers may amend or supplement Exhibit B after execution of this Agreement so long as such amendment or supplementation is made in writing to the other Parties and is provided no later than thirty (30) days prior to the Closing Date. Any such supplementation or amendment shall be treated for all purposes as if it were part of this Agreement at the time of execution; provided, however, that in the event of any changes to Exhibit B, Buyer and Sellers shall negotiate in good faith an adequate financial payment or indemnification right, or if the Parties are unable to agree, Buyer may terminate this Agreement by written notice to Sellers delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

BUYER:

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy" Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

EXHIBIT A
TO REAL ESTATE AGREEMENT

LEGAL DESCRIPTION

Legal Description of the land to be provided as part of the Survey conducted by Blew Surveying, and being Survey No. 24-10108 dated effective March 3, 2025.

EXHIBIT B
TO REAL ESTATE AGREEMENT

LITIGATION

	CAUSE NO.	JURISDICTION	PLAINTIFF(S)	DEFENDANT(S)	FILE DATE	DISPOSITION DATE	DESCRIPTION
1.							
2.							
3.							
4.							
5.							
6.							
7.							

EXHIBIT C
TO REAL ESTATE AGREEMENT

SPECIAL WARRANTY DEED

EXHIBIT C

INTERCONNECTION RIGHTS EXCHANGE AGREEMENT

THIS INTERCONNECTION RIGHTS EXCHANGE AGREEMENT (the "**Agreement**") is made and entered into as of the Effective Date by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to ARKANSAS POWER & LIGHT COMPANY, LLC, an Arkansas limited liability company ("**EAL**"), **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("Conway"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**", and together with Conway, Jonesboro, AECC, and EAL, each a "**Party**" or collectively, the "**Parties**").

WHEREAS, EAL, in its capacity as Interconnection Customer and as agent for the co-owners of the White Bluff Steam Electric Station, a coal-fired electric power plant (the "**White Bluff Plant**"), is party to that certain Generator Interconnection Agreement dated August 21, 2024 ("**White Bluff Plant GIA**"), with EAL, in its capacity as Transmission Owner, and Midcontinent Independent System Operator, Inc. ("**MISO**"), in its capacity as Transmission Provider for the transmission system functionally controlled by MISO ("**MISO Transmission System**");

WHEREAS, the White Bluff Plant GIA memorializes the Interconnection Customer's right to interconnect the White Bluff Plant with the MISO Transmission System, identifies the co-ownership interests of each co-owner of the White Bluff Plant, and identifies the amount of Network Resource Interconnection Service ("**NRIS**") recognized by MISO as available to serve the White Bluff Plant, specifically, 828 MW of NRIS for White Bluff Unit No. 1 (as Unit No. 1 is defined in the White Bluff Plant GIA) and 831 MW of NRIS for White Bluff Unit No. 2 (as Unit No. 2 is defined in the White Bluff Plant GIA);

WHEREAS, EAL, in its capacity as Interconnection Customer and as agent for the co-owners of the Independence Steam Electric Station, a coal-fired electric power plant (the "**Independence Plant**"), is party to that certain Generator Interconnection Agreement dated August 21, 2024 ("**Independence Plant GIA**"), with EAL, in its capacity as Transmission Owner, and MISO, in its capacity as Transmission Provider for the MISO Transmission System;

WHEREAS, the Independence Plant GIA memorializes the Interconnection Customer's rights to interconnect the Independence Plant with the MISO Transmission System, identifies the co-ownership interests of each co-owner of the Independence Plant, and identifies the amount of NRIS recognized by MISO as available to serve the Independence Plant, specifically, 836 MW of NRIS for Independence Unit No. 1 (as Unit No. 1 is defined in the Independence Plant GIA) and 842 MW of NRIS for Independence Unit No. 2 (as Unit No. 2 is defined in the Independence Plant GIA); and

WHEREAS, the Parties wish to memorialize their agreement to sell and purchase interconnection rights in the White Bluff Plant and Independence Plant in a manner consistent with the terms and conditions of Attachment X to MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff ("**MISO Tariff**") that govern the use of interconnection rights for existing generating facilities for purposes of developing replacement generating facilities.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Cooperation**.

(a) The primary purpose of this Agreement is to enable AECC, Jonesboro, Conway, and West Memphis (collectively, the "**White Bluff Sellers**") and EAL to pursue the replacement generation options of their choice at or near the White Bluff Plant (as to EAL) and Independence Plant (as to the White Bluff Sellers) through the exchange and conveyance of generation interconnection rights existing under the White Bluff GIA and the Independence GIA through exercise of the terms and conditions of MISO Tariff Attachment X that govern replacement generation. The Parties desire to sell and purchase pursuant to this Agreement only those generator interconnection rights for purposes of pursuing their replacement generation options pursuant to Attachment X.

(b) This Agreement does not impact the current use or ownership of the generator interconnection rights associated with each Party's ownership interests in the White Bluff Plant or the Independence Plant, respectively, as identified in the White Bluff GIA or Independence GIA unless said rights are expressly included in Section 3 or Section 4, and even then the use and ownership of such generator interconnection rights shall remain undisturbed and in effect for the remainder of operations before the "Effective Transfer Dates" (the term "Effective Transfer Date" shall refer to (i) for the White Bluff Plant, December 31, 2028 or another date as agreed upon by the Parties for the White Bluff Plant in a written amendment to this Agreement, and (ii) for the Independence Plant, December 31, 2030 or another date as agreed upon by the Parties for the Independence Plant in a written amendment to this Agreement). Further, this Agreement will not impact the Parties' Marketing Agreement dated March 16, 2012, with respect to the operations at White Bluff Plant and Independence Plant through the Effective Transfer Dates. Each Party will reasonably cooperate to ensure that MISO understands and accepts the transfer of generator interconnection rights pursuant to this Agreement for purposes of allowing each Party's desired replacement generation facilities to receive their own GIA and operate after the Effective Transfer Dates identified herein.

(c) The Parties anticipate developing additional capacity at or near White Bluff (as to EAL) and at or near Independence (as to the White Bluff sellers) that might benefit from using some portion of the existing plants' interconnection capacity before the Effective Transfer Dates at White Bluff and Independence for testing or other diligence to achieve successful commercial operations for replacement generation units. The Parties therefore reaffirm their intent to work together to facilitate test generation at both locations and agree upon the mechanism in Section 29 of this Agreement to allow for the limited use of interconnection capacity from a fellow co-owner to facilitate the testing of replacement generation. The Parties will work cooperatively with MISO as necessary to make facility testing arrangements.

(d) The Parties anticipate that some or all of the conveyances contemplated by this Agreement will be submitted to the Arkansas Public Service Commission ("APSC") for approval. The Parties agree to cooperate to obtain such approvals including, but not limited to, making such filings and providing such testimony as is necessary to obtain APSC approvals. The Parties further agree to make any

changes to this Agreement the APSC requires prior to approving this Agreement provided said changes are mutually determined to be commercially reasonable and do not defeat the purpose and cooperation set forth in Sections 1(a) and (c). None of the Parties shall seek a stay of any APSC order approving this Agreement.

2. **Offer and Acceptance**. The terms of this Agreement represent a binding contract among the Parties upon execution.

3. **Sale and Purchase of White Bluff Interconnection Rights for Generator Replacement Purposes**. Upon the terms and subject to the conditions contained herein, on the date of the closing of the transactions contemplated by this Agreement (the "**Closing**"), the White Bluff Sellers shall each sell, assign, transfer, convey and deliver to EAL, and EAL shall purchase, acquire and accept from the White Bluff Sellers', all of the White Bluff Sellers' right, title and interest in and to all of generator interconnection rights associated with the White Bluff Sellers' ownership interests in the White Bluff Plant that may be used for MISO's Attachment X generator replacement process, as follows (collectively, the "**White Bluff Interconnection Rights**"):

(a) 263.34 megawatts at the White Bluff Plant from Jonesboro, Conway, West Memphis, and AECC to be divided as follows:

i. 41.40 megawatts from Jonesboro associated with White Bluff Unit No. 1 and 41.55 megawatts from Jonesboro associated with White Bluff Unit No. 2 (collectively, "**Jonesboro's White Bluff Interconnection Rights**");

ii. 16.56 megawatts from Conway associated with White Bluff Unit No. 1 and 16.62 megawatts from Conway associated with White Bluff Unit No. 2 (collectively, "**Conway's White Bluff Interconnection Rights**");

iii. 8.28 megawatts from West Memphis associated with White Bluff Unit No. 1 and 8.31 megawatts from West Memphis associated with White Bluff Unit No. 2 (collectively, "**West Memphis's White Bluff Interconnection Rights**");

iv. 65.30 megawatts from AECC associated with White Bluff Unit No. 1 and 65.32 megawatts from AECC associated with White Bluff Unit No. 2 (the "**Partial AECC White Bluff Interconnection Rights**");

(b) 450.03 megawatts at the White Bluff Plant from AECC (the "**Remaining AECC White Bluff Interconnection Rights**").

4. **Sale and Purchase of Independence Interconnection Rights for Generator Replacement Purposes**. Upon the terms and subject to the conditions contained herein, as of the Closing, EAL shall sell, assign, transfer, convey and deliver to each of the White Bluff Sellers, and the White Bluff Sellers shall purchase, acquire and accept from EAL all of EAL's right, title and interest in and to all of the generator interconnection rights associated with EAL's ownership interest in the Independence Plant that may be used for MISO's Attachment X generator replacement process, as follows (collectively, the "**Independence Interconnection Rights**" and together with the White Bluff Rights, the "**Exchanged Rights**"):

(a) 263.34 megawatts at the Independence Plant Unit No. 1 to Jonesboro, Conway, West Memphis, and AECC to be divided as follows:

i. 82.95 megawatts associated with Independence Unit No. 1 to Jonesboro (the "**Jonesboro Independence Interconnection Rights**");

ii. 33.18 megawatts associated with Independence Unit No. 1 to Conway (the "**Conway Independence Interconnection Rights**");

iii. 16.59 megawatts associated with Independence Unit No. 1 to West Memphis (the "**West Memphis Independence Interconnection Rights**");

iv. 130.62 megawatts associated with Independence Unit No. 1 to AECC (the "**AECC Independence Interconnection Rights**");

5. **Purchase Price**. EAL's purchase price for the Exchanged Rights is as follows:

(a) The purchase price for Jonesboro's White Bluff Interconnection Rights is the Jonesboro Independence Interconnection Rights resulting in $0 net cost;

(b) The purchase price for Conway's White Bluff Interconnection Rights is the Conway Independence Interconnection Rights resulting in $0 net cost;

(c) The purchase price for West Memphis's White Bluff Interconnection Rights is the West Memphis Independence Interconnection Rights resulting in $0 net cost;

(d) The purchase price for the Partial AECC White Bluff Interconnection Rights is the AECC Independence Interconnection Rights resulting in $0 net cost;

(e) The purchase price for the Remaining AECC White Bluff Interconnection Rights shall be an amount equal to Twenty-Nine Million, Two Hundred Fifty Thousand and No/100 United States Dollars ($29,250,000) (the "**AECC Payment**");

6. **Closing**. Closing of this transaction shall be held on or before 12:01 a.m. on January 1, 2029 (the "**Closing Date**"), remotely or at such other place as the Parties may agree and approve, notwithstanding that the date that the Independence Plant ceases to burn coal may occur after such date. Failure to close pursuant to the terms of this Agreement is a material breach.

7. **Effect of Closing**. Effective as of the Closing, EAL shall have sole right, title, interest, and possession in and to the White Bluff Interconnection Rights and White Bluff Sellers shall have no right or interest in the White Bluff Interconnection Rights (as that term is defined in Section 3 and specifically applies to interconnection rights associated only with replacement generation). Effective as of the Closing Date, Jonesboro, Conway, West Memphis, and AECC shall have sole right, title, interest, and possession in and to, in such proportions as described herein, the Independence Interconnection Rights, and EAL shall have no right or interest in the Independence Interconnection Rights (as that term is defined in Section 4 and specifically applies to interconnection rights associated only with replacement generation). Notwithstanding the foregoing, in no event shall this Agreement, including this Section 7, modify or otherwise impair the right affirmed in Section 28.

8. **Closing Procedures**. At the Closing, any and all Instruments of Conveyance necessary to close the transactions contemplated hereby (the "**Instruments of Conveyance**" as defined in Section 11) shall be automatically released. On the Closing Date, the purchasing Parties shall also deliver the Instruments of Conveyance to MISO (for White Bluff, EAL; for ISES, either AECC, Jonesboro, Conway, or West Memphis). If for any reason the Parties are unable to deliver (or have delivered) Instruments of

Conveyance to the other Parties on the Closing Date, the Parties shall cure any delay and shall execute and deliver such documents to the Parties and MISO within two (2) business days. If these deliveries do not occur, a representative from senior management for all Parties shall meet within two (2) business days to address and resolve the issue. If delivery of any Instrument of Conveyance remains outstanding after the meeting of senior management, any Party may move for relief pursuant to Section 30 of this Agreement; any delay in pursuit of such relief, which may be necessary to allow for attempts to cure, shall not constitute a waiver of any kind and shall not impact any Party's rights under Section 30 in any manner whatsoever.

9. **Possession and Right to Exercise**. Subject to the provisions of Section 28, exclusive possession of and the right to exercise the White Bluff Interconnection Rights (as that term is defined in Section 3 and specifically applies to interconnection rights associated only with replacement generation) shall be delivered to EAL at the Closing. Subject to the provisions of Sections 28 and 29, exclusive possession of and the right to exercise the Independence Interconnection Rights (as that term is defined in Section 4 and specifically applies to interconnection rights associated only with replacement generation) shall be delivered to Jonesboro, Conway, West Memphis, and AECC at the Closing. The delivery of MISO Tariff Attachment Y or Attachment X by a Party to MISO shall not in any way impact the Closing, the date of Closing, or the existing rights of any Party.

10. **Closing Conditions**. The satisfaction of all of the following shall be conditions precedent to each Party's mutual obligations under this Agreement:

(a) MISO's approval, agreement, or forbearance with respect to EAL's utilization of the White Bluff Interconnection Rights for purposes of developing one or more replacement generating facilities in a manner consistent with the requirements of the MISO Tariff, including but not limited to Attachment X;

(b) Delivery of the AECC Payment to AECC;

(c) MISO's approval, agreement, or forbearance with respect to Jonesboro's, Conway's, West Memphis's, and AECC's utilization of the Independence Interconnection Rights for purposes of developing one or more replacement generating facilities in a manner consistent with the requirements of the MISO Tariff, including but not limited to Attachment X;

(d) Execution by Entergy Mississippi, LLC, and Entergy Power, LLC, to convey their interconnection rights title and interest in and to all of the generator interconnection rights associated with either of their ownership interests in the Independence Plant that may be used for MISO's Attachment X generator replacement process, to any of Jonesboro, Conway, West Memphis, or AECC; and

(e) APSC requirements or approval(s) of the sale and purchase of interconnection rights addressed in this Agreement.

Notwithstanding the foregoing, the closing condition in (d) is a condition to closing for the White Bluff Sellers only, and if waived by White Bluff Sellers, shall not be deemed a condition to close by EAL.

11. **Instruments of Conveyance**. Simultaneous with the execution of this Agreement, each Party shall execute the following: (i) an Interconnection Rights Assignment (attached hereto as **Attachment A**) and (ii) a Bill of Sale (attached hereto as **Attachment B**) (collectively, the "**Instruments of Conveyance**"), each of which shall be effective and binding only as of the Effective Transfer Dates. Such Instruments of Conveyance shall be held in escrow by the Title Company under the White Bluff Excess Real Estate Agreement and Independence Excess Real Estate Agreement (or such other escrow agent that the Parties agree to in writing) until the Closing. In the event that an Effective Transfer Date is accelerated as provided herein, the Parties agree to execute replacement Instruments of Conveyance to reflect the new date(s). The Parties shall execute such further documentation as required by MISO or any state or federal government regulator to recognize the transfer described herein.

12. **Closing Costs**. In addition to the obligations specified previously in this Agreement, the expenses of closing this transaction, if any, shall be split between the Parties. For the avoidance of doubt, this does not include any expenses incurred by any Party on their own behalf including without limitation such Party's legal expenses.

13. **Attachment Y and Attachment X Submissions**. All Parties acknowledge that planned replacement generation requires submission of requests to MISO pursuant to MISO Tariff Attachment Y and Attachment X to allow MISO to study and plan for replacement generation impacts on the bulk transmission system and initiate the preparation and execution of generator interconnection agreements for the replacement generating facilities. These submissions are expressly required by the MISO Tariff and must practically be made by the Parties for their planned replacement generating facilities prior to the Closing. All Parties agree that such Attachment Y and Attachment X submissions are indicative only and do not impact title to the White Bluff Interconnection Rights or the Independence Interconnection Rights. Therefore, all Parties expressly acknowledge that the submission of Attachment Y or Attachment X requests for either White Bluff or Independence do not impact the Closing or Closing Date. In light of the above and the Parties' practical need to submit Attachment Y and Attachment X requests to MISO for their respective replacement generating facilities, all Parties agree to work collaboratively together and shall submit Attachment Y and Attachment X requests for Independence no later than July 31, 2025 and shall submit Attachment Y and Attachment X requests for White Bluff no later than December 31, 2025. If, after working through the Attachment Y and Attachment X process with MISO for replacements for both White Bluff and Independence, the Parties believe that a submission can be made earlier than the dates in the preceding sentence, then the Parties will work collaboratively together to prepare and submit Attachment Y and Attachment X requests to MISO for White Bluff and Independence.

14. **Negative Pledge of White Bluff Interconnection Rights**. Commencing on the date of this Agreement and continuing until the later of the Closing Date or the Effective Transfer Date for the White Bluff Plant, each of the White Bluff Sellers represents, warrants, covenants, and agrees that, without the prior written consent of EAL, the White Bluff Sellers will not (i) sell, transfer, convey, assign, lease, or otherwise dispose of any their right, title or interest in and to the White Bluff Interconnection Rights; (ii) assume, or permit to exist any mortgage, lien, security interest, charge, encumbrance, assignment or pledge of any kind against the White Bluff Interconnection Rights; or (iii) take any actions which would defeat or impede the purpose and cooperation set forth in Sections 1(a) and (c). The White Bluff Sellers hereby authorize EAL to file or cause to be filed in the appropriate offices a financing statement or other record evidencing this negative pledge and the rights granted to EAL in the White Bluff Interconnection Rights under this Agreement.

15. **Negative Pledge of Independence Interconnection Rights**. Commencing on the date of this Agreement and continuing until the later of the Closing Date or the Effective Transfer Date for the Independence Plant, EAL represents, warrants, covenants, and agrees that, without the prior written consent of each of the White Bluff Sellers, EAL will not (i) sell, transfer, convey, assign, lease, or otherwise dispose of any their right, title or interest in and to the Independence Interconnection Rights; (ii) assume, or permit to exist any mortgage, lien, security interest, charge, encumbrance, assignment or pledge of any kind against the Independence Interconnection Rights; or (iii) take any actions which would defeat or impede the purpose and cooperation set forth in Sections 1(a) and (c). EAL hereby authorizes the White Bluff Sellers to file or cause to be filed in the appropriate offices a financing statement or other record evidencing this negative pledge and the rights granted to White Bluff Sellers in the Independence Interconnection Rights under this Agreement.

16. **Time is of the Essence**. The time for performance of the obligations of the Parties of this Agreement is of the essence.

17. **Binding Agreement; Assignment**. If the Parties accept this offer, it shall constitute a binding contract on the Parties and their respective successors and assigns. This Agreement shall not be assignable by any Party without the prior written consent of EAL, consent to be within the sole discretion of EAL. This Agreement shall not be assignable by EAL without the prior written consent of the White Bluff Sellers, consent to be within the sole discretion of the White Bluff Sellers. Each Party represents to the other that the person or persons signing this Agreement on behalf of his or her represented entity or entities has the full legal authority and agency to bind said entity or entities to the terms of this Agreement.

18. **Notices**. All notices shall be delivered in writing to the following:

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, AR, 72201
with a copy to:	Michael Griffen Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201 mgriffe@entergy.com (electronic copy also required)
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219 generalcounsel@aecc.com (electronic copy also required)
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 604 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033

If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 Ease Monroe Jonesboro, AR 72403
with a copy to:	Waddell Cole and Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

1.1 **Entire Agreement**. This Agreement (with the other agreements of even date herewith) embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the performance of White Bluff Interconnection Rights and the Independence Interconnection Rights specifically for replacement generation purposes, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by a Party relative to the subject matter hereof, which are not expressly set forth herein. Notwithstanding the foregoing:

(a) the Parties agree that this Agreement and each Agreement executed simultaneously herewith are independently effective. A Party shall not refuse to close this Agreement based upon an alleged breach of another agreement, the intent being that any party may seek specific performance of this Agreement regardless of an alleged or actual breach of another agreement. Additionally, the failure or refusal to close under this Agreement shall not in any way affect the enforceability of any other agreement between the Parties, including but not limited to any prior, concurrent, or future (i) closing date or (ii) effective date.

19. **Amendment**. This Agreement may be amended only by a subsequent written instrument executed by the Parties expressly and specifically amending this Agreement.

20. **Construction**. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by the Parties, each being sophisticated in transactions such as the one contemplated by this Agreement, with all of the Parties having the benefit and advice of legal counsel and shall be construed accordingly. In the event any part of this Agreement is found to be vague, ambiguous, or otherwise unclear, that part shall be construed first in a manner that is consistent with the Purpose and Cooperation set forth in Section 1.

21. **Captions**. All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provisions hereof.

22. **Governing Law**. This Agreement shall be governed by the laws of the State of Arkansas and any disputes arising hereunder shall be adjudicated in the State of Arkansas.

23. **Pronouns**. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

24. **Survival of Provisions**. The provisions of this Agreement, including but not limited to those in Sections 14, 15, and 28, are immediately enforceable upon execution and shall survive the Closing of the transaction contemplated hereby and shall survive the execution and delivery of any and all bills of sale and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement. Furthermore, the expiration, termination or consummation of this Agreement shall not affect any other provisions, and the rights and obligations set forth therein, which either: (i) by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination thereof, or (ii) must survive to give effect to the provisions thereof.

25. **Severability**. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

26. **Effective Date**. As used herein, the term "**Effective Date**" shall mean the first date upon which this Agreement has been fully executed by all Parties.

27. **Marketing Agreement; Ownership and Operating Agreements**. It is the intent of the Parties that each shall continue to have uninterrupted access to and use of the energy and capacity currently available to each under the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "**Marketing Agreement**") at no additional cost through the Effective Transfer Dates. Consequently, nothing in this Agreement, including but not limited to Sections 7 or 9, shall be construed to interfere with, disturb, diminish, or otherwise reduce any party's contractual right to energy or capacity under the Marketing Agreement prior to Closing, from the White Bluff Plant, or prior to December 31, 2030, from the Independence Plant (or if the Parties mutually agree to an earlier date in writing). The ownership and operating agreements for the White Bluff Plant and the Independence Plant shall remain unchanged by this Agreement, except to the extent of a conflict, in which case this Agreement shall control. The Parties hereby specifically agree nothing in this Agreement shall be construed to modify EAL's current contractual role as operator of the White Bluff Plant or Independence Plant in any way through the Effective Transfer Dates.

28. **Use of Interconnection NRIS/ERIS Pre-Closing**. The Parties agree and acknowledge that, prior to Closing, EAL, with respect to the White Bluff Interconnection Rights, and any of AECC, Jonesboro, Conway, and West Memphis, with respect to the Independence Interconnection Rights (a "**Generation Tester**"), might have a need to use more NRIS/ERIS than is currently allocated to them under the Parties' Marketing Agreement for test energy or other purposes to facilitate replacement generation achieving commercial operations as close in time as possible after the Effective Transfer Dates. To avoid any adverse impacts, the Parties agree that each impacted co-owner (the "**Market Participant**") will be made whole, consistent with the terms of the Marketing Agreement, by the Generation Tester. Towards that end, the Parties will work cooperatively to ensure that any MISO settlement due to the test energy will be

allocated directly to the Generation Tester (regardless of which Party receives the settlement payment from MISO for said test energy). The Parties are agreeable to facilitating such diligence and testing so long as no other Party is adversely impacted in any of the following manners (any of which individually constitutes an "Adverse Effect"):

(a) in a Party's ability to satisfy a local reliability or transmission reliability operational need; or

(b) in a Party's ability to fulfill its operational obligations at the Independence Plant, including the ability to timely respond to forced outages or safety issues.

For the avoidance of any doubt, the Market Participant may deny the request or condition its approval on the basis of an Adverse Effect. If a denial is issued, then the Parties will work to schedule the next available opportunity for test energy.

In the event a Party desires to utilize this right, the following procedures shall apply:

(a) The Generation Tester shall provide written notice twenty (20) business days in advance pursuant to Section 18 or by any other means agreed to in writing by the Parties of the desire to use a Market Participant's interconnection NRIS/ERIS for test energy. The notice shall include the amount of test energy requested, the duration of such use, and any conditions the Generation Tester desires.

(b) The Market Participant shall have ten (10) business days to respond in writing to the notice. The Market Participant may only deny the request or condition its approval on the basis of an Adverse Effect.

(c) The Generation Tester seeking NRIS/ERIS for test energy output shall take all steps needed to ensure coordination between it, the Market Participant for existing generation, Entergy's transmission function, MISO's Independent Market Monitor, and MISO to ensure the test energy is scheduled, all MISO offers updated accordingly, testing is approved, and total energy will not exceed the NRIS/ERIS at the point of interconnection. In the event that the existing generation is not online with MISO market schedule, the same coordination applies.

(d) In no event shall any agreement be binding: (i) if it disrupts or otherwise interferences with the ability of the Market Participant providing energy to use, if circumstances should require it, the NRIS/ERIS assigned to it in the Marketing Agreement, (ii) unless the Market Participant is made whole at actual market prices using Day Ahead or Real-Time MISO settlements for the use of its NRIS/ERIS consistent with the Parties' Marketing Agreement, and (iii) such a use is permitted and recognized by MISO and, if necessary, the MISO Market Monitor.

(e) Coordination between Generation Tester and the Market Participant shall be established to ensure all communication paths are acceptable and meet MISO Tariff notification requirements and GIA Pre-Certification Generation Test Notification Form (Appendix B-1 to GIA) and notification protocols.

29. **Breach and Enforceability**. If a Party fails to materially comply with any of the terms, conditions or obligations of this Agreement (including but not limited to a Party's obligation to Close under Section 6 and/or to receive Interconnection Rights necessary for replacement generation facilities recognizable by MISO), then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time-sensitive. The Parties further agree that the Exchanged Rights are unique in nature and that no adequate remedy at law exists for a failure to convey the Exchanged Rights as set forth herein and that specific performance is the only adequate remedy. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default and a period of ten (10) days after receipt of such notice to cure the default. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction within Pulaski County, Arkansas, without regard to Arkansas choice of law rules.

30. **Attorneys' Fees**. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

31. **Multiple Counterparts**. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

32. **AECC's Representations and Warranties**. AECC hereby represents and warrants to EAL as follows:

(a) AECC is and shall be on the Closing Date a cooperative duly organized and validly existing under the laws of the state of Arkansas.

(b) AECC shall have on the Closing Date full power and authority to execute and perform this Agreement and all cooperative action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of AECC. Neither the execution nor the performance by AECC of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which AECC is a party.

(c) AECC represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to EAL valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by AECC and is a valid and binding obligation of AECC enforceable against AECC in accordance with its terms; and AECC has all necessary capacity and authority to own the Partial AECC White Bluff Interconnection Rights and the Remaining AECC White Bluff Interconnection Rights (together the "AECC WB

Interconnection Rights"), to enter into and perform this Agreement, and to convey the AECC WB Interconnection Rights as described herein.

(e) AECC is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by AECC will not (a) conflict with any governing instrument of AECC, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which AECC is a party, is bound or may be subject.

(g) AECC has title to the AECC WB Interconnection Rights. AECC has the right to sell and transfer the AECC WB Interconnection Rights as described hereunder, and upon transfer of the AECC WB Interconnection Rights, AECC will convey the AECC WB Interconnection Rights free of all rights of first refusal and options to purchase.

(h) AECC does not have any oral or written understanding with any third persons that would materially affect the AECC Property or the transfer of the AECC Property to EAL in a manner adverse to the interests of EAL.

(i) AECC, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the AECC WB Interconnection Rights.

(j) No representation or warranty by AECC in this Agreement, no certification furnished by AECC under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to EAL pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(k) All representations and warranties by AECC in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by EAL, AECC will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

33. **Jonesboro's Representations and Warranties**. Jonesboro hereby represents and warrants to EAL as follows:

(a) Jonesboro is and shall be on the Closing Date an Arkansas consolidated utility district.

(b) Jonesboro shall have on the Closing Date full power and authority to execute and perform this Agreement and all entity action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Jonesboro. Neither the execution nor the performance by Jonesboro of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Jonesboro is a party.

(c) Jonesboro represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to EAL valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by Jonesboro and is a valid and binding obligation of Jonesboro enforceable against Jonesboro in accordance with its terms; and Jonesboro has all necessary capacity and authority to own the Jonesboro White Bluff Interconnection Rights, to enter into and perform this Agreement, and to convey the Jonesboro White Bluff Interconnection Rights as described herein.

(e) Jonesboro is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict any governing instrument of Jonesboro, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Jonesboro is a party, is bound or may be subject.

(g) Jonesboro has title to the Jonesboro White Bluff Interconnection Rights. Jonesboro has the right to sell and transfer the Jonesboro White Bluff Interconnection Rights as described hereunder, and upon transfer of the Jonesboro White Bluff Interconnection Rights hereunder, Jonesboro will convey the Jonesboro White Bluff Interconnection Rights free of all, liens, security interests, rights of first refusal and options to purchase to EAL.

(h) Jonesboro does not have any oral or written understanding with any third persons that would materially affect the Jonesboro White Bluff Interconnection Rights or the transfer of the Jonesboro White Bluff Interconnection Rights to EAL in a manner adverse to the interests of EAL.

(i) Jonesboro, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Jonesboro White Bluff Interconnection Rights.

(j) No representation or warranty by Jonesboro in this Agreement, no certification furnished by Jonesboro under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to EAL pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(k) All representations and warranties by Jonesboro in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by EAL, Jonesboro will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

34. **West Memphis's Representations and Warranties**. West Memphis hereby represents and warrants to EAL as follows:

(a) West Memphis is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) West Memphis shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, West Memphis shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of West Memphis. Neither the execution nor the performance by West Memphis of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which West Memphis is a party.

(c) West Memphis represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to EAL valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by West Memphis and is a valid and binding obligation of West Memphis enforceable against West Memphis in accordance with its terms; and West Memphis has all necessary capacity and authority to own the West Memphis White Bluff Interconnection Rights, to enter into and perform this Agreement, and to convey the West Memphis White Bluff Interconnection Rights as described herein.

(e) West Memphis is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict any governing instrument of West Memphis, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which West Memphis is a party, is bound or may be subject.

(g) West Memphis has title to the West Memphis White Bluff Interconnection Rights. West Memphis has the right to sell and transfer the West Memphis White Bluff Interconnection Rights as described hereunder, and upon transfer of the West Memphis White Bluff Interconnection Rights hereunder, West Memphis will convey the West Memphis White Bluff Interconnection Rights free of all liens, security interests, rights of first refusal and options to purchase to EAL.

(h) West Memphis does not have any oral or written understanding with any third persons that would materially affect the West Memphis White Bluff Interconnection Rights or the transfer of the West Memphis White Bluff Interconnection Rights to EAL in a manner adverse to the interests of EAL.

(i) West Memphis, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the West Memphis White Bluff Interconnection Rights.

(j) No representation or warranty by West Memphis in this Agreement, no certification furnished by West Memphis under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to EAL pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material

fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(k) All representations and warranties by West Memphis in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by EAL, West Memphis will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

35. **Conway's Representations and Warranties**. Conway hereby represents and warrants to EAL as follows:

(a) Conway is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) Conway shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, Conway shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Conway. Neither the execution nor the performance by Conway of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Conway is a party.

(c) Conway represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to EAL valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by Conway and is a valid and binding obligation of Conway enforceable against Conway in accordance with its terms; and Conway has all necessary capacity and authority to own the Conway White Bluff Interconnection Rights, to enter into and perform this Agreement, and to convey the Conway White Bluff Interconnection Rights as described herein.

(e) Conway is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict any governing instrument of Conway, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Conway is a party, is bound or may be subject.

(g) Conway has title to the Conway White Bluff Interconnection Rights. Conway has the right to sell and transfer the Conway White Bluff Interconnection Rights as described hereunder, and upon transfer of the Conway White Bluff Interconnection Rights hereunder, Conway will convey the Conway White Bluff Interconnection Rights free of all liens, security interests, rights of first refusal and options to purchase to EAL.

(h) Conway does not have any oral or written understanding with any third persons that would materially affect the Conway White Bluff Interconnection Rights or the transfer of the Conway White Bluff Interconnection Rights to EAL in a manner adverse to the interests of EAL.

(i) Conway, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Conway White Bluff Interconnection Rights.

(j) No representation or warranty by Conway in this Agreement, no certification furnished by Conway under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to EAL pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(k) All representations and warranties by Conway in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by EAL, Conway will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

36. **EAL's Representations and Warranties**. EAL hereby represents and warrants to AECC, Jonesboro, West Memphis and Conway (collectively the "Independence Buyers") as follows:

(a) EAL is and shall be on the Closing Date a limited liability company duly organized and validly existing under the laws of the state of Texas.

(b) EAL shall have on the Closing Date full power and authority to execute and perform this Agreement and all limited liability company action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of EAL. Neither the execution nor the performance by EAL of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which EAL is a party.

(c) EAL represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to White Bluff Sellers valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by EAL and is a valid and binding obligation of EAL enforceable against EAL in accordance with its terms; and EAL has all necessary capacity and authority to own the Independence Interconnection Rights, to enter into and perform this Agreement, and to convey the Independence Interconnection Rights as described herein.

(e) EAL is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by EAL will not (a) conflict with the certificate of formation or limited liability company operating agreement or other governing instrument of EAL, or (b) violate,

result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which EAL is a party, is bound or may be subject.

(g) EAL has title to the Independence Interconnection Rights. EAL has the right to sell and transfer the Independence Interconnection Rights as described hereunder, and upon transfer of the Independence Interconnection Rights, EAL will convey the Independence Interconnection Rights free of all liens, security interests, rights of first refusal and options to purchase.

(h) EAL does not have any oral or written understanding with any third persons that would materially affect the Independence Interconnection Rights or the transfer of the Independence Interconnection Rights to Independence Buyers in a manner adverse to the interests of Independence Buyers.

(i) EAL, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Independence Interconnection Rights.

(j) No representation or warranty by EAL in this Agreement, no certification furnished by a Party under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Independence Buyers pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(k) All representations and warranties by EAL in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by EAL, EAL will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

37. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

38. **Confidentiality**. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the Parties on this _____ day of _____, 2025.

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas general consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

ATTACHMENT A

[Assignment]

ATTACHMENT B

[Bill of Sale]

EXHIBIT D

INDEPENDENCE PLANT PURCHASE AND SALE AGREEMENT

THIS INDEPENDENCE PLANT PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**" or "**Seller**"), and **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**") and together with Conway, Jonesboro, and AECC, each a "**Buyer**" and collectively, (the "**Buyers**"). EAL and Buyers may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

WHEREAS, Seller, Buyers, and Entergy Mississippi, LLC, Entergy Power, LLC, East Texas Electric Cooperative, Inc., and the City of Osceola, Arkansas (the "**Non-Party Owners**") own the Property (defined below) as tenants in common;

WHEREAS, Seller desires to sell to Buyers and Buyers desire to purchase from Seller, all of Seller's right, title, and interest to the Property;

WHEREAS, Seller owns as undivided interest in Unit 1 of the Property and an undivided interest in the common facilities of the Property (collectively, "**Seller's Interest**", compromising the Property specifically defined in Section 1.1 below).

WHEREAS, Seller currently operates the Plant (defined below) and neither Buyers nor Seller desire for this Agreement to limit or otherwise impair Seller's ability to continue to operate the Plant or to alter any Party's current right to energy and capacity from the Plant through the Closing Date (defined below).

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, EAL hereby agrees to sell and convey to Buyers, and Buyers hereby agree to purchase from EAL, all of EAL's right, title, and interest in and to the following described property (collectively, the "**Property**"):

(a) **Land**. That certain tract of land (collectively, the "**Land**") located near the City of Newark, Independence County, Arkansas, being more particularly described on ***Exhibit A*** attached hereto and made a part hereof.

(b) **Easements**. All easements, if any, benefiting the Land or the Plant (as defined below) or both.

(c) **Rights and Appurtenances**. All rights and appurtenances pertaining to the Land, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way.

(d) **Improvements**. All improvements and related appurtenances, known as the Independence Steam Electric Station (the "**Plant**"), a coal-fired electric power plant with related features sited in and on the Land in which EAL has an interest as a tenant in common.

(e) **Tangible Personal Property**. All fixtures and affixed equipment (including without limitation gates, fencing, and temporary buildings) or any interest therein owned by Seller and located on the Land and the Plant (the "**Tangible Personal Property**"), but specifically excluding the switchyard (and any fixtures or affixed equipment) and transmission and distribution lines to or from offsite to the switchyard, with such excluded property, fixtures, and equipment generally described on ***Exhibit B***, all of which shall remain the property of Seller.

(f) **Contracts**. To the extent assignable, certain contracts between the Seller and any vendors or service providers, the equipment leases, the utility contracts, and other operational contracts ("**Operational Contracts**"); provided, however, Buyers shall acquire and assume only those Operational Contracts deemed acceptable by Buyers to the extent acquirable and assumable, in its sole and absolute discretion and only those contracts shall be listed on Exhibit C attached hereto (the "**Assigned Contracts**"). All contracts that are not Assigned Contracts assumed by Buyers shall be terminated by Seller as of the date of Closing.

(g) **Intangible Property**. All intangible property (the "**Intangible Property**"), if any, owned by Seller and pertaining to the Land, the Plant, or the Tangible Personal Property, including, without limitation, transferable utilities, transferable telephone exchange numbers, plans and specifications, intellectual property, engineering plans and studies, floor plans and landscape plans and any goodwill associated therewith. Intangible Property shall not include the name, trademarks, or other intellectual property not pertaining to the Land of Seller.

1.2 Interconnection Rights. All interconnection rights to the Midcontinent Independent System Operator ("**MISO**") energy market owned by Seller at the Plant are specifically excluded as Property under this Agreement as they are being transferred pursuant to that certain Interconnection Rights Exchange Agreement.

1.3 Conveyance. Seller's Interest in the Property shall be conveyed to Buyers as follows:

(a) 31.75% of Seller's Interest in the Property to Jonesboro;

(b) 12.70% of Seller's Interest in the Property to Conway;

(c) 6.35% of Seller's Interest in the Property to West Memphis; and

(d) 49.20% of Seller's Interest in the Property to AECC;

provided, however, Buyers may adjust such percentages upon written notice to Seller prior to Closing.

2.
PURCHASE PRICE

2.1 White Bluff Appraisal. The Parties hereby consent to and agree to utilize an appraisal of the property prepared by Ronald E. Bragg, MAI dated October 31, 2024 (the "**White Bluff Appraisal**"). All costs and fees related to the Appraisal shall be paid equally by the Seller and Buyers.

2.2 Independence Appraisal. For the purposes of Section 2.3, reference is hereby specifically made to the appraisal of that certain real property located in Independence County, Arkansas, dated October 31, 2024, and completed by Ronald E. Bragg, MAI pursuant to that certain Independence Plant Purchase and Sale Agreement of even date herewith (the "**Appraisal**").

2.3 Purchase Price. The purchase price for the Property shall be the Gross Acres designated in ***Exhibit A*** to be conveyed (approximately 1244.961 acres, subject to adjustment at Closing) multiplied by the fair market value of $4915.00 per acre and then multiplied by Seller's current ownership interest in the co-owned Property (the "**Purchase Price**"). Buyers shall cause the Purchase Price to be deposited into escrow with Chicago Title Insurance Company ("**Title Company**") no later than the Closing Date. As additional consideration for this transaction, the Buyers shall convey by quitclaim deed and bill of sale to Seller of all their interests in that switchyard and transmission and distribution lines described in ***Exhibit D*** attached hereto; provided, however that in the event that the Title Commitment (as hereinafter defined) reflects that Sellers have any interest in the switchyard property, Sellers shall deliver a special warranty deed for such property in lieu of a quitclaim deed.

3.
TITLE MATTERS AND REVIEW

3.1 Acceptable Title. Seller shall convey and Buyers shall accept, marketable and insurable title to the Property, subject to the matters set forth in this Agreement. Seller shall convey and Buyers shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions (defined below); and

(b) Such other matters as the Title Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

3.2 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Buyers, and Buyers shall accept and assume same, subject only to the final list of special exceptions set forth in Title Commitment for the owner's policy of title insurance (collectively, the "**Permitted Exceptions**").

3.3 Title. At least one hundred and eighty (180) days prior to the proposed Closing Date, Seller shall cause the Title Company to deliver to the Parties: (i) a commitment for title insurance from the Title Company, together with true, legible (to the extent available), and complete copies of any tax search, mineral search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property ("**Title Commitment**"), which Title Commitment shall be delivered to counsel for all Parties; and (ii) an updated survey on the Property made by Blew & Associates, P.A. ("**Survey**").

3.4 Inability to Convey.

(a) After delivery of the Survey and Title Commitment provided in Section 3.3, Buyers shall have sixty (60) days to raise any and all title objections of Buyers relating to the Property ("**Title Objections**") provided said objection was not created by Buyers or Non-Party Owners. Buyers shall cooperate in good faith to assist in the removal of any Title Objections. Seller shall have sixty (60) days to respond to Buyers' Title Objections, but Seller shall not be obligated to eliminate those Title Objections that are as a result of actions consented to by Buyers or a Non-Party Owner. If any Title Objections are not cured or eliminated by the Closing Date,

Seller shall provide written notice of same to Buyers and then, unless the same is waived by Buyers in writing, in Buyers' sole and absolute discretion, Buyers may either: (i) terminate this Agreement by written notice to Seller delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, Title Company shall immediately release the Purchase Price, if any, to Buyers and the Deed (defined below) and Assignment (defined below) to Seller, if applicable, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 3.2 or 3.4(a) to the contrary, but limited to only those matters that are solely related to Seller acting on Seller's own behalf and not as agent for another and that can be unilaterally cured by Seller, Buyers shall not be required to object to those Monetary Liens (as defined below) or Tenancy Rights (as defined below), the parties agreeing that Seller shall have an absolute obligation to satisfy on or before Closing all liens against Seller's interest that can be satisfied by the payment of money ("**Monetary Liens**") and to terminate all tenancy rights of Seller or incurred by Seller ("**Tenancy Rights**" and together with the Monetary Liens, the "**Mandatory Title Removal Items**"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyers' election, such failure shall constitute a default pursuant to Section 8.1 and Buyers shall be entitled to such remedies as are set forth in Section 8.1. The Parties understand and agree that the Property is subject to certain indentures securing indebtedness of a selling Party. At Closing, each selling Party will provide documentation showing a partial release of any and all of its indentures to the extent applicable to the Property. If at Closing the selling Party has begun the release process but such documentation is not yet available due to the trustee's of indenture holder's standard release process, the selling Party shall have 90 days to provide such documentation to the Parties.[1]

(c) Notwithstanding anything in this Section 3.4 above to the contrary, Buyers, at their option, may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller.

(d) The Title Commitment and Survey may be updated prior to Closing, at such time as reasonably determined by Buyers. If any updated Title Commitment or Survey discloses new exceptions affecting title to the Property arising after the effective date of the previous Title Commitment that could not have been included in the prior Title Commitment, then Buyers shall have the right to raise a Title Objection to such exceptions. In such event, Seller shall have the same rights with respect to such Title Objections as provided by Sections 3.4(a) – (c) above.

4.
CONDITIONS TO CLOSING

The Parties agree to act diligently and in good faith to satisfy before the Closing Date each of the following conditions precedent to each Party's obligations under this Agreement:

4.1 Due Diligence. From the date hereof until the Closing Date (the "**Due Diligence Period**"), Buyers, including Buyers' agents, shall be entitled to conduct such due diligence as Buyers deem appropriate, provided, however, that Seller shall not be required to provide any information that is attorney-client privileged or attorney work product or whose disclosure is prohibited by any law. Buyers shall be

[1] The Parties are still discussing deliverables, if any, at Closing to ensure release of indentures.

conclusively deemed to have waived their respective rights to terminate this Agreement upon Closing. Nothing in this Agreement shall limit any inspection or due diligence rights of Buyer pursuant to the Legacy Agreements (as hereinafter defined).

4.2 Inspection. During the Due Diligence Period, Buyers, including Buyers' agents, may inspect, test, and survey the Property as Buyers deem fit; provided, however, that Buyers shall provide Seller with no less than one week's notice prior to Buyers' or their contractor's entry onto the Property and such on-site due diligence shall be conducted in a manner that will not unreasonably disrupt Plant operations. Buyers shall indemnify, except as prohibited by law, and hold Seller harmless from and against any and all claims, costs, losses, expenses, or damages to property, real or personal, or injuries or death to persons caused by Buyers' inspections. Buyers' indemnity obligations under this Section exclude any loss or damage to the extent caused by the negligence of Seller or anyone under the authority of Seller and shall also exclude the mere discovery of pre-existing conditions. The obligations of each Party under this Section 4.2 shall survive Closing or termination of this Agreement for any reason.

4.3 Mutual Cooperation. Seller shall undertake commercially reasonable efforts to cooperate with Buyers' efforts to conduct due diligence and gather information.

4.4 Environmental Condition. The Parties hereby consent to and agree to allow Buyers and/or their contractors to conduct an environmental site assessment of the Property. That assessment may be used as an environmental baseline assessment. The cost of the assessment shall be paid for by Buyers. Buyers may undertake any physical sampling of the Property to the extent it deems necessary to document Property conditions to develop the environmental baseline assessment provided Buyers obtain Seller's written consent in advance, which shall not be unreasonably withheld or delayed. Seller shall make available to Buyers correct and complete copies of reports, correspondence, memoranda, sampling results, assessments, audits and other documents pertaining to environmental matters related to the Property that are in the possession or control of Seller or its agents or contractors and that are reasonably accessible, but in no case any attorney-client privileged documents or attorney work product. The Parties further agree that if any part of the Property shall become eligible for inclusion in any state or federal program that applies to reusing or developing existing sites (i.e., brownfields), then each Party shall reasonably cooperate and provide any consents if any are necessary to make that part of the Property eligible for inclusion in such program. Provided, however, that no Party shall be required to incur any new costs to do so.

4.5 APSC Approval. Any review, approval, or authorization of any sort required from the Arkansas Public Service Commission.

4.6 Government Approvals. All municipal approvals/authorizations required by any Buyer to close.

5.
REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyers as follows:

(a) Seller is and shall be on the Closing Date a limited liability company duly organized and validly existing under the laws of the state of Texas.

(b) Seller shall have on the Closing Date full power and authority to execute and perform this Agreement and all limited liability company action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement

shall constitute a valid and legally binding obligation of Seller. Neither the execution nor the performance by Seller of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Seller is a party.

(c) Seller represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyers valid and authorized certificates to such effect (the "**Nonforeign Status Certificate**") at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms; and Seller has all necessary capacity and authority to own the Property, to enter into and perform this Agreement, and to convey the Property as described herein.

(e) Seller is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by Seller will not (a) conflict with the certificate of formation or limited liability company operating agreement or other governing instrument of Seller, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Seller is a party, is bound or may be subject.

(g) Seller has fee simple title to the Property. Seller has the right to sell and transfer the Property as described hereunder, and upon transfer of the Property, Seller will convey the Property free of all rights of first refusal and options to purchase.

(h) Except as set forth on ***Exhibit E***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against Seller pending or threatened against or by or affecting Seller, or any of the Property, at law, in equity or bankruptcy, or before or by any governmental authority, and Seller has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) Seller does not have any oral or written contracts or other legal obligations with any third persons that would materially affect the Property or the transfer of the Property to Buyers in a manner adverse to the interests of Buyers.

(j) All returns and reports concerning taxes and other reports required to have been filed by Seller relating to the Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due by Seller or any of the Partners to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(k) No representation or warranty by Seller in this Agreement, no certification furnished by a Party under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyers pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(l) All representations and warranties by Seller in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Seller will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

(m) Seller is in full compliance with and not in default under any Seller Assigned Contracts, except as specifically set forth in ***Exhibit F***.

(n) Except as set forth in ***Exhibit G***, as of the date hereof and to the best of Seller's actual knowledge, the Property is in material compliance with all applicable federal, state and local environmental statutes and regulations.

5.2 AECC's Representations and Warranties. AECC hereby represents and warrants to Seller as follows:

(a) AECC is and shall be on the Closing Date a cooperative duly organized and validly existing under the laws of the state of Arkansas.

(b) AECC shall have on the Closing Date full power and authority to execute and perform this Agreement and all cooperative action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of AECC. Neither the execution nor the performance by AECC of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which AECC is a party.

(c) AECC is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates.

(d) This Agreement has been duly executed and delivered by AECC and is a valid and binding obligation of AECC enforceable against AECC in accordance with its terms; and AECC has all necessary capacity and authority to enter into and perform this Agreement.

(e) AECC is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by AECC will not (a) conflict with any governing instrument of AECC, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which AECC is a party, is bound or may be subject.

(g) AECC, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by AECC in this Agreement, no certification furnished by AECC under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by AECC in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, AECC will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.3 Jonesboro's Representations and Warranties. Jonesboro hereby represents and warrants to Seller as follows:

(a) Jonesboro is and shall be on the Closing Date an Arkansas consolidated utility district.

(b) Jonesboro shall have on the Closing Date full power and authority to execute and perform this Agreement and all entity action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Jonesboro. Neither the execution nor the performance by Jonesboro of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Jonesboro is a party.

(c) Jonesboro is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Jonesboro and is a valid and binding obligation of Jonesboro enforceable against Jonesboro in accordance with its terms; and Jonesboro has all necessary capacity and authority to enter into and perform this Agreement.

(e) Jonesboro is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Jonesboro, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Jonesboro is a party, is bound or may be subject.

(g) Jonesboro, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by Jonesboro in this Agreement, no certification furnished by Jonesboro under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by Jonesboro in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Jonesboro

will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.4 West Memphis's Representations and Warranties. West Memphis hereby represents and warrants to Seller as follows:

(a) West Memphis is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) West Memphis shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, West Memphis shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of West Memphis. Neither the execution nor the performance by West Memphis of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which West Memphis is a party.

(c) West Memphis is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by West Memphis and is a valid and binding obligation of West Memphis enforceable against West Memphis in accordance with its terms; and West Memphis has all necessary capacity and authority to enter into and perform this Agreement.

(e) West Memphis is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of West Memphis, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which West Memphis is a party, is bound or may be subject.

(g) West Memphis, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by West Memphis in this Agreement, no certification furnished by West Memphis under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by West Memphis in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller,

West Memphis will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.5 Conway's Representations and Warranties. Conway hereby represents and warrants to Seller as follows:

(a) Conway is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) Conway shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, Conway shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Conway. Neither the execution nor the performance by Conway of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Conway is a party.

(c) Conway is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Seller valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Conway and is a valid and binding obligation of Conway enforceable against Conway in accordance with its terms; and Conway has all necessary capacity and authority to enter into and perform this Agreement.

(e) Conway is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Conway, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Conway is a party, is bound or may be subject.

(g) Conway, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the purchase of the Property.

(h) No representation or warranty by Conway in this Agreement, no certification furnished by Conway under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(i) All representations and warranties by Conway in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Conway will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.6 **Survival of Representations and Warranties**. All representations and warranties of the Parties contained in this Section 5 shall survive Closing.

6.
CLOSING

6.1 **Closing**. The Closing (the "**Closing**") shall be conducted "by mail" at the offices of the Title Company upon the earlier of (i) a date within ten (10) days of the closure of the Plant, or (ii) January 1, 2031 (the "**Closing Date**"). On the Closing Date, Title Company shall release the Purchase Price to EAL, as applicable, and release the Deed and the Assignment to Buyers.

6.2 **Possession.** Exclusive possession of the Property shall be delivered to Buyers at the Closing.

6.3 **Effect of Closing**. Effective as of the Closing Date, Buyers shall have sole right, title, interest, and possession in and to the Property and Seller shall have no right or interest in the Property excepting any rights or obligations under the Independence Decommissioning Agreement, the Independence Environmental Maintenance Agreement, or any of the Legacy Agreements. Notwithstanding the foregoing, with respect to all applicable local, state, or federal environmental laws and regulations, Seller shall remain liable for any environmental liability/condition existing on the Property. In an abundance of clarity, neither this Agreement nor the Closing shall alter the duties, obligations, or responsibilities of Seller regarding any environmental liability/condition on any portion of the Property, except for conditions which arise after the Closing Date.

6.4 **Prorations**. All rents, utilities, and all other operating income and expenses with respect to the Property for the month in which the Closing occurs, and all real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs, shall be prorated as of the Closing Date.

(a) If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

(b) If the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the apportionment of such utilities and other operating expenses shall be upon the basis of an estimate by EAL of such utilities and other operating expenses for such month. Subsequent to the Closing, when the actual amount of such utilities and other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such utilities and other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

Notwithstanding the foregoing, nothing in this Section 6.4 shall be construed to apply to the cost of operating the Plant, nor revenue generated from Plant operations. The agreements of the Parties set forth in this Section 6.4 shall survive the Closing.

6.5 **Closing Costs**. Seller shall pay, at Closing, title search costs (including the cost of the title update following Closing), the cost of the Title Commitment, the title insurance premiums for the owner's

title policy (including the cost of any and all endorsements required to cure title defects), and all recording costs. Any transfer or conveyance taxes and costs of recordation shall be divided equally between the parties. All other escrow fees and customary charges of the Title Company, and all other Closing costs not otherwise provided for in this Agreement, shall be divided between the parties in accordance with the Parties' tenant-in-common interests in the Property. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.6 Buyers' Obligations. At Closing, or at such other time as indicated below, Buyers shall deliver to Seller, the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Buyers shall be reasonably required by the Title Company to evidence Buyers' authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of each Buyer certifying that such Buyer is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Closing Statement**. Buyers' counterpart signature to the closing statement prepared by the Title Company.

(d) **Other Documents**. Such other and further documents and instruments, to be signed by Buyers that Seller may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

6.7 Seller's Obligations. At Closing, or at such other time as indicated below, Seller shall deliver to Buyer, the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Seller as shall be reasonably required by the Title Company to evidence Seller's authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Deed**. Special Warranty Deed and Bill of Sale in the form attached hereto as ***Exhibit H*** executed by Seller conveying the Property to Buyers subject only to the final list of special exceptions set forth in Title Commitment for the owner's policy of title insurance (the "**Deed**").

(d) **Assignment**. Bill of Sale, Assignment and Assumption of Personal Property, Service Contracts, Warranties and Leases transferring Seller's interest in the Tangible Personal Property to Buyer (the "**Assignment**") together with a UCC-11 report (or comparable search report) issued by the Arkansas Secretary of State, dated no more than five (5) days prior to Closing, indicating such personal property to be free and clear of all liens or encumbrances.

(e) **Operational Contracts**. At least thirty (30) days prior to Closing, a list of all Operational Contracts to which Seller or any affiliate is a party and pertaining to the Property, which list shall be signed by Seller certifying that the list is complete and accurate in all respects, together with copies of all such Operational Contracts.

(f) **Transfer Notices**. Such notices to service providers, manufacturers of equipment and personal property transferred pursuant to this transaction, utility companies providing utility services to the Property, and any party to any other contract (to the extent required by any such contract) as shall be necessary or desirable to cause all applicable warranties to be transferred to Buyers.

(g) **Closing Statement**. Seller's counterpart signature to the closing statement prepared by the Title Company.

(h) **Other Documents**. Such other and further documents and instruments, to be signed by Seller that Buyers may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

6.8 Closing Procedures. Upon the Closing of the Independence Excess Real Estate Agreement, Seller shall execute and deposit the Deed and Assignment with the Title Company to be held in escrow as provided in the Escrow Agreement attached hereto as ***Exhibit I***. On the Closing Date, the Title Company shall, pursuant to the Escrow Agreement, record the Deed and the Assignment in the appropriate office and deliver the originals thereof to Buyers. If for any reason the Escrow Agent fails or is unable to perform as contemplated by the Escrow Agreement and this Section 6.8, the Parties shall deliver such documents and consideration as is necessary to place each Party in the position it would have been had the Escrow Agent so performed.

7.
RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any portion of the Property by eminent domain proceedings or by deed in lieu thereof, the Parties shall consummate the Closing, in which event all of the assignable right, title and interest in and to the award of the condemning authority shall be assigned to Buyers at the Closing and there shall be no reduction in the Purchase Price.

7.2 Casualty. All risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated shall be allocated among the Parties pursuant to the Legacy Agreements (as defined below). If the Property, or any part thereof, suffers any material damage prior to the Closing from fire or other casualty, the Parties shall consummate the Closing, in which event all of the right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Buyers at the Closing, in form and substance acceptable to Buyers.

8.
DEFAULT

8.1 Breach. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the

Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to a Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

9.
OPERATIONS PRIOR TO CLOSING

9.1 Affirmative Covenants. Between the Effective Date and the Closing, the Parties shall, subject to and without restriction on any right or obligation in any Legacy Agreement:

(a) conduct their business on the Property only in the ordinary course of business;

(b) except as otherwise directed by the Parties in writing, and without making any commitment on such Parties' behalf, use reasonable commercial efforts to preserve intact the Property, and maintain good relations and goodwill with tenants, creditors, employees, agents and others having business relationships with the Property, improvements thereon, or the Parties;

(c) confer with each other prior to implementing operational decisions of a material nature (material being defined as decisions with an impact exceeding $100,000) except for matters in the ordinary course of Seller's day-to-day operation and management as agent of the Parties for the Property;

(d) maintain the Property in a state of good repair consistent with the requirements imposed by local code and the normal conduct of day-to-day operation and management of the Property, ordinary wear and tear excepted;

(e) keep in full force and effect, without amendment, all of the Operational Contracts and enter into no new Contract that cannot be terminated with thirty (30) days notice or less;

(f) comply with all applicable laws and contractual obligations applicable to the Property and the Parties' operations thereon including, but not limited to, the Legacy Agreements as defined below;

(g) continue in full force and effect the existing insurance coverage under the policies described in this Agreement;

(h) maintain all books and records relating to the Property as previously maintained by EAL; and

(i) report to each other any material change in circumstances or any occurrences that cause any of such Party's representations or warranties contained in this Agreement to no longer

be true, correct, or accurate in any material respect or that cause such Party to no longer be in material compliance with any of such Party's covenants contained in this Agreement.

10.
MISCELLANEOUS

10.1 **Notices**. All notices, demands, and requests which may be given or which are required to be given by a party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, AR, 72201
with a copy to:	Jeff Rosencrants Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201 jrosenc@entergy.com (electronic copy also required)
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219 generalcounsel@aecc.com (electronic copy required)

If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter PO Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 East Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

10.2 **Entire Agreement**. This Agreement (with the other agreements of even date herewith) embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the transfer of the Property described herein, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. Notwithstanding the foregoing:

(a) the Parties agree that this Agreement and each Agreement executed simultaneously herewith are independently effective. A Party shall not refuse to close this Agreement based upon an alleged breach of another agreement, the intent being that any party may seek specific performance of this Agreement regardless of an alleged or actual breach of another agreement. Additionally, the failure or refusal to close under this Agreement shall not in any way affect the enforceability of any other agreement between the Parties, including but not limited to any prior, concurrent, or future (i) closing date or (ii) effective date.

(b) the Parties agree that the following prior agreements shall survive Closing and shall not be merged into the Deed: that certain Independence Ownership Agreement dated July 31, 1979, as amended, SAVE AND EXCEPT and expressly excluding *Exhibit A* and *Exhibit C* attached thereto; that certain Independence Steam Electric Station Operating Agreement dated July 31, 1979, as amended; and that certain Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "Legacy Agreements"). Furthermore, the Parties acknowledge and affirm that their obligations in this Agreement shall

survive Closing and do not merge into any of the deeds contemplated in this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed as altering the Parties' right to energy and capacity, and the amount of energy and capacity, set forth in the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012. However, the Independence Excess Real Estate Agreement and the Independence Plant Purchase and Sale Agreement shall alter, control, and supersede the contractual rights, benefits, and obligations of the Parties set forth in *Exhibit A* and *Exhibit C* of the Independence Ownership Agreement dated July 31, 1979, as amended.

10.3 **Amendment**. This Agreement may be amended only by a written instrument executed by the Parties.

10.4 **Headings**. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.5 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

10.6 **Time of Essence**. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 **Governing Law**. This Agreement shall be governed by the laws of the State of Arkansas.

10.8 **Successors and Assigns; Assignment**. This Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights under this Agreement may be assigned.

10.9 **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 **Attorneys' Fees**. In the event it becomes necessary for a Party hereto to file suit to enforce this Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

10.11 **Multiple Counterparts**. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

10.12 **Effective Date**. As used herein, the term "Effective Date" shall mean the first date upon which this Agreement has been fully executed by all Parties.

10.13 **No Personal Liability**. Notwithstanding any provisions in this Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Agreement. Notwithstanding the foregoing, nothing contained in this Section 10.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Agreement.

10.14 **Confidential Information** This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

10.15 **Construction**. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

10.16 **Memorandum of Agreement**. Upon execution of this Agreement, Buyers and Seller agree to execute and deliver the Memorandum of Purchase and Sale Agreement attached hereto as ***Exhibit J***, which Buyers may record at their expense. In the event this Agreement is terminated by mutual assent of the parties, Buyers agree to promptly execute and deliver a termination of the Memorandum of Purchase and Sale Agreement. If requested, the parties will execute and deliver an updated Memorandum of Purchase and Sale Agreement upon any modification of the legal description of the Land.

10.17 **Exhibits**. The Parties intend and agree that, upon agreement of the Parties, the Seller may amend or supplement Exhibits B, E, F, and G after execution of this Agreement so long as such amendment or supplementation is made in writing to the other Parties and is provided no later than thirty (30) days prior to the Closing Date, and Buyer may amend or supplement Exhibit C so long as such amendment or supplementation is made no later than ten (10) days prior to the Closing Date. Any such supplementation or amendment shall be treated for all purposes as if it were part of this Agreement at the time of execution, provided, however, that in the event of any changes to Exhibits F or G, Buyer and Seller shall negotiate in good faith an adequate financial payment or indemnification right, or if the Parties are unable to agree, Buyer may terminate this Agreement by written notice to Seller delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, Title Company shall immediately release the Purchase Price, if any, to Buyers and the Deed and Assignment to Seller, if applicable, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

SELLER:

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas general consolidated public utility system improvement district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

BUYER:

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

EXHIBIT A
TO PLANT PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

EXHIBIT B
TO PLANT PURCHASE AND SALE AGREEMENT

EXCLUDED PERSONAL PROPERTY

NAME	DESCRIPTION

EXHIBIT C
TO PLANT PURCHASE AND SALE AGREEMENT

CONTRACTS ASSIGNED TO BUYERS

	CONTRACT TYPE	FIRST PARTY/PARTIES	SECOND PARTY/PARTIES	EFFECTIVE DATE	TERMINATION DATE	DESCRIPTION
1.						
2.						
3.						
4.						
5.						
6.						
7.						

EXHIBIT D
TO PLANT PURCHASE AND SALE AGREEMENT

SPECIAL WARRANTY DEED AND BILL OF SALE (SWITCHYARD/T&D)

EXHIBIT E
TO PLANT PURCHASE AND SALE AGREEMENT

LITIGATION

	CAUSE NO.	JURISDICTION	PLAINTIFF(S)	DEFENDANT(S)	FILE DATE	DISPOSITION DATE	DESCRIPTION
1.							
2.							
3.							
4.							
5.							
6.							
7.							

EXHIBIT F
TO PLANT PURCHASE AND SALE AGREEMENT

DISCLOSED CONTRACTS

	CONTRACT TYPE	FIRST PARTY/PARTIES	SECOND PARTY/PARTIES	EFFECTIVE DATE	TERMINATION DATE	DESCRIPTION
1.						
2.						
3.						
4.						
5.						
6.						
7.						

EXHIBIT G
TO PLANT PURCHASE AND SALE AGREEMENT

DISCLOSED CONDITIONS AND DOCUMENTS

	NAME	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		

EXHIBIT H
TO PLANT PURCHASE AND SALE AGREEMENT

SPECIAL WARRANTY DEED AND BILL OF SALE (PLANT)

EXHIBIT I
TO PLANT PURCHASE AND SALE AGREEMENT

ESCROW AGREEMENT

EXHIBIT J
TO PLANT PURCHASE AND SALE AGREEMENT

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

MEMORANDUM OF INDEPENDENCE PLANT PURCHASE AND SALE AGREEMENT

This Memorandum of Independence Plant Purchase and Sale Agreement ("Memorandum") is made by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**" or "**Seller**"), **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), and **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS**, ("**West Memphis**" and together with Conway, Jonesboro, and AECC, each a "**Buyer**" and collectively, "**Buyers**").

1. Seller owns certain real property described on **Exhibit 1** (the "Property");

2. Buyers and Seller have executed a certain Independence Plant Purchase and Sale Agreement, dated _____, 2024 (the "Purchase Agreement"), concerning the Property and giving Buyers the right to purchase fee simple title in the Property; and

3. Buyers and Seller hereby record this Memorandum for the purpose of notifying all persons or entities that no interest (including without limitation fee simple, leasehold, mortgage, or lien) in the Property may be had by any party other than the Buyers until after the closing or termination of the Purchase Agreement, which may be evidenced only by: (i) recordation of a termination of this Memorandum executed by both Buyers and Seller; or (ii) a deed from Seller to Buyers for the Property.

[SIGNATURE ON THE FOLLOWING PAGES]

EXHIBIT E

WHITE BLUFF PLANT PURCHASE AND SALE AGREEMENT

THIS WHITE BLUFF PLANT PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**" or "**Buyer**"), and **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**") and together with Conway, Jonesboro, and AECC, each a "**Seller**" and collectively, (the "**Sellers**"). Buyer and Sellers may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

WHEREAS, Buyer and Sellers own the Property (defined below) as tenants in common;

WHEREAS, AECC owns an approximate thirty-five percent (35.0%) undivided interest in the Property (the "**AECC Property**");

WHEREAS, Jonesboro owns an approximate five percent (5.0%) undivided interest in the Property (the "**Jonesboro Property**");

WHEREAS, Conway owns an approximate two and 526/1000 percent (2.526%) undivided interest in the Property (the "**Conway Property**");

WHEREAS, West Memphis owns an approximate one and 266/1000 percent (1.266%) undivided interest in the Property (the "**West Memphis Property**");

WHEREAS, Buyer owns the remaining fifty-six and 208/1000 percent (56.208%) undivided interest in the Property, and the Parties acknowledge that the foregoing percentages are subject to confirmation in the Title Commitment (defined below);

WHEREAS, neither Buyer nor Sellers desire for this Agreement to alter their current right to energy and capacity from the Plant (defined below) through the Closing Date;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase from Sellers, all of Sellers' right, title, and interest in and to the following described property (collectively, the "**Property**"):

(a) **Land**. That certain tract of land (collectively, the "**Land**") located near the City of Redfield, Jefferson County, Arkansas, being more particularly described on ***Exhibit A*** attached hereto and made a part hereof.

(b) **Easements**. All easements, if any, benefiting the Land or the Plant (as defined below) or both.

(c) **Rights and Appurtenances**. All rights and appurtenances pertaining to the Land, including any right, title and interest of Sellers in and to adjacent streets, alleys or rights-of-way.

(d) **Improvements**. All improvements and related appurtenances, known as the White Bluff Steam Electric Station (the "**Plant**"), a coal-fired electric power plant with related features sited in and on the Land in which Sellers have an interest as tenants in common.

(e) **Tangible Personal Property**. All fixtures, and affixed equipment (including without limitation gates, fencing, and temporary buildings) or any interest therein owned by Sellers and located on or about the Land and the Plant (the "**Tangible Personal Property**").

(f) **Contracts**. To the extent assignable, and to the extent any exist, all contracts directly between the Sellers and any third party or parties pertaining to or necessary for the operation of the Land or Plant (including, but not limited to any agreements that encumber or benefit the Land or Plant, agreements with vendors or service providers, equipment leases, utility contracts, mortgages, warranties, or regulatory or other agreements with governmental authorities) (the "**Contracts**"), all of which are listed and described on ***Exhibit B*** attached hereto. The foregoing notwithstanding, however, Buyer shall acquire and assume only those Contracts deemed acceptable by Buyer to the extent acquirable and assumable, in its sole and absolute discretion. All Contracts not assumed by Buyer shall be terminated by Sellers as of the date of Closing.

(g) **Intangible Property**. All intangible property (the "**Intangible Property**"), if any, owned by Sellers and pertaining to the Land, the Plant, or the Tangible Personal Property, including, without limitation, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, intellectual property, engineering plans and studies, floor plans and landscape plans and any goodwill associated therewith. Intangible Property shall not include the name, trademarks, or other intellectual property not pertaining to the Land, of any Seller.

1.2 Interconnection Rights. All interconnection rights to the Midcontinent Independent System Operator ("**MISO**") energy market owned by Sellers at the Plant are specifically excluded as Property under this Agreement as they are being transferred pursuant to that certain Interconnection Rights Exchange Agreement.

2.
PURCHASE PRICE

2.1 White Bluff Appraisal. The Parties hereby consent to and agree to utilize an appraisal of the Property prepared by Ronald E. Bragg, MAI dated October 31, 2024 (the "**Appraisal**"). All costs and fees related to the Appraisal shall be paid equally by the Parties.

2.2 Independence Appraisal. For the purposes of Section 2.3, reference is hereby specifically made to the appraisal of that certain real property located in Independence County, Arkansas, dated October 31, 2024, and completed by Ronald E. Bragg, MAI pursuant to that certain Independence Plant Purchase and Sale Agreement of even date herewith (the "**Independence Appraisal**").

2.3 Purchase Price. The purchase price for the Property shall be equal to the Gross Acres designated in ***Exhibit A*** to be conveyed multiplied by the fair market value of $2,998.00 per acre and then multiplied by each Seller's current ownership interest in the co-owned Property (the "**Purchase Price**"). The Purchase Price shall be payable to each Seller as follows:

(a) To AECC, 79.92% of the Purchase Price, to be deposited into escrow with Chicago Title Insurance Company ("**Title Company**") no later than the Closing Date.

(b) To Jonesboro, 11.42% of the Purchase Price, to be held in escrow with Title Company no later than the Closing Date.

(c) To Conway, 5.77% of the Purchase Price, to be held in escrow with Title Company no later than the Closing Date.

(d) To West Memphis, 2.89% of the Purchase Price, to be held in escrow with Title Company no later than the Closing Date.

provided, however, Sellers may adjust such percentages upon written notice to Buyer prior to Closing.

3.
TITLE MATTERS AND REVIEW

3.1 Acceptable Title. Sellers shall convey and Buyer shall accept, marketable and insurable title to the Property, subject to the matters set forth in this Agreement. Sellers shall convey and Buyer shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions (defined below); and

(b) Such other matters as the Title Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

3.2 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Sellers to Buyer, and Buyer shall accept and assume same, subject only to the final list of special exceptions set forth in the title commitment for the owner's policy of title insurance (collectively, the "**Permitted Exceptions**").

3.3 Title. At least one hundred and eighty (180) days prior to the proposed Closing Date, the Parties shall cause the Title Company to deliver to the Parties: (i) a commitment for title insurance from the Title Company, together with true, legible (to the extent available), and complete copies of any tax search, mineral search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property ("**Title Commitment**"), which Title Commitment shall be delivered to counsel for all Parties; and (ii) a copy of an updated survey on the Property made by Blew & Associates, P.A. ("**Survey**").

3.4 Inability to Convey.

(a) After delivery of the Survey and Title Commitment provided in Section 3.3, Buyer shall have sixty (60) days to raise any and all title objections of Buyer relating to the Property ("**Title Objections**") provided said objection was not created by Buyer. Buyer shall cooperate in good faith to assist in the removal of any Title Objections. Sellers shall have sixty (60) days to respond to Buyer's Title Objections. Each Seller shall only be obligated to eliminate those Title Objections that are as a result of such Seller's actions. If any such Title Objections are not cured or eliminated by the Closing Date (regardless of whether Sellers were required to do so or not), Sellers shall provide written notice of same to Buyer and then, unless the same is waived by Buyer in writing, in Buyer's sole and absolute discretion, Buyer may either: (i) terminate this Agreement by written notice to Sellers delivered on or before the Closing Date, in which event this Agreement

shall thereupon be deemed terminated and of no further effect, Title Company shall immediately release the Purchase Price to Buyer and the Deed (defined below) and Assignment (defined below) to Sellers, if applicable, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Sellers are able to convey on the Closing Date.

(b) Notwithstanding anything in Section 3.2 or 3.4(a) to the contrary, but limited to only those matters that are caused by any Seller acting on its behalf and that can be unilaterally cured by Sellers, Buyer shall not be required to object to any Monetary Liens (as defined below) or Tenancy Rights (as defined below), the parties agreeing that Sellers shall have an absolute obligation to satisfy on or before Closing all liens caused by a Seller against a Seller's interest that can be satisfied by the payment of money ("**Monetary Liens**") and to terminate all tenancy rights of any Seller or incurred by any Seller ("**Tenancy Rights**" and together with the Monetary Liens, the "**Mandatory Title Removal Items**"). If Sellers fail to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a default pursuant to Section 8.1 and Buyer shall be entitled to such remedies as are set forth in Section 8.1. The Parties understand and agree that the Property is subject to certain indentures securing indebtedness of a selling Party. At Closing, each selling Party will provide documentation showing a partial release of any and all of its indentures to the extent applicable to the Property. If at Closing the selling Party has begun the release process but such documentation is not yet available due to the trustee's or indenture holder's standard release process, the selling Party shall have 90 days to provide such documentation to the Parties.[1]

(c) Notwithstanding anything in this Section 3.4 above to the contrary, Buyer, at its option, may at any time accept such title as Sellers can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Sellers.

(d) The Title Commitment and Survey may be updated prior to Closing, at such time as reasonably determined by Buyer. If any updated Title Commitment or Survey discloses new exceptions affecting title to the Property arising after the effective date of the previous Title Commitment that could not have been included in the prior Title Commitment, then Buyer shall have the right to raise a Title Objection to such exceptions. In such event, Sellers shall have the same rights with respect to such Title Objections as provided by Sections 3.4(a) – (c) above.

4.
CONDITIONS TO CLOSING

The Parties agree to act diligently and in good faith to satisfy before the Closing Date all of the following conditions precedent to each Party's obligations under this Agreement:

4.1 Due Diligence. From the date hereof until the Closing Date (the "**Due Diligence Period**"), Buyer, including Buyer's agents, shall be entitled to conduct such due diligence as Buyer deems appropriate; provided, however, that Sellers shall not be required to provide any information that is attorney-client privileged or attorney work product or whose disclosure is prohibited by any law. Buyer shall be conclusively deemed to have waived its right to terminate this Agreement upon Closing. Nothing in this Agreement shall limit any inspection or due diligence rights of Buyer pursuant to the Legacy Agreements (as hereinafter defined).

[1] The Parties are still discussing deliverables, if any, at Closing to ensure release of indentures.

4.2 **Inspection**. During the Due Diligence Period, Buyer, including Buyer's agents, may inspect, test, and survey the Property as Buyer deems fit. Buyer shall indemnify, except as prohibited by law, and hold Sellers harmless from and against any and all claims, costs, losses, expenses, or damages to property, real or personal, or injuries or death to persons caused by Buyer's inspections. Buyer's indemnity obligations under this Section exclude any loss or damage to the extent caused by the negligence of Sellers or anyone under the authority of Sellers and shall also exclude the mere discovery of pre-existing conditions. The obligations of each Party under this Section 4.2 shall survive Closing or termination of this Agreement for any reason.

4.3 **Mutual Cooperation**. Sellers shall undertake commercially reasonable efforts to cooperate with Buyer's efforts to conduct due diligence and gather information.

4.4 **Environmental Condition**. The Parties hereby consent to and agree to allow Buyer and/or their contractors to conduct an environmental site assessment of the Property. That assessment may be used as an environmental baseline assessment. The cost of the assessment shall be paid for by Buyer. Buyer may undertake any physical sampling of the Property to the extent it deems necessary to document Property conditions to develop the environmental baseline assessment provided Buyer obtains Sellers' written consent in advance, which shall not be unreasonably withheld or delayed. Sellers shall make available to Buyer correct and complete copies of reports, correspondence, memoranda, sampling results, assessments, audits and other documents pertaining to environmental matters related to the Property that are in the possession or control of Seller or its agents or contractors and that are reasonably accessible, but in no case any attorney-client privileged documents or attorney work product. The Parties further agree that if any part of the Property shall become eligible for inclusion in any state or federal program that applies to reusing or developing existing sites (i.e., brownfields), then each Party shall reasonably cooperate and provide any consents if any are necessary to make that part of the Property eligible for inclusion in such program. Provided, however, that no Party shall be required to incur any new costs to do so.

4.5 **APSC Approval**. Any review, approval, or authorization of any sort required from the Arkansas Public Service Commission.

4.6 **Government Approvals**. All municipal approvals/authorizations required by any Seller to close.

5.
REPRESENTATIONS AND WARRANTIES

5.1 **Buyer's Representations and Warranties**. Buyer hereby represents and warrants to Sellers as follows:

(a) Buyer is and shall be on the Closing Date a limited liability company duly organized and validly existing under the laws of the state of Texas.

(b) Buyer shall have on the Closing Date full power and authority to execute and perform this Agreement and all limited liability company action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Buyer. Neither the execution nor the performance by Buyer of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Buyer is a party.

(c) Buyer represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Sellers valid and authorized certificates to such effect (the "**Nonforeign Status Certificate**") at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms; and Buyer has all necessary capacity and authority to enter into and perform this Agreement

(e) Buyer is not in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by Buyer will not (a) conflict with the certificate of formation or limited liability company operating agreement or other governing instrument of Buyer, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Buyer is a party, is bound or may be subject.

(g) No representation or warranty by Buyer in this Agreement, no certification furnished by a Party under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Sellers pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(h) All representations and warranties by Buyer in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Seller, Buyer will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.2 AECC's Representations and Warranties. AECC hereby represents and warrants to Buyer, that as of the Effective Date and as of the Closing Date:

(a) AECC is and shall be on the Closing Date a cooperative duly organized and validly existing under the laws of the state of Arkansas.

(b) AECC shall have on the Closing Date full power and authority to execute and perform this Agreement and all cooperative action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of AECC. Neither the execution nor the performance by AECC of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which AECC is a party.

(c) AECC is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates at Closing.

(d) This Agreement has been duly executed and delivered by AECC and is a valid and binding obligation of AECC enforceable against AECC in accordance with its terms; and AECC has all necessary capacity and authority to own the AECC Property, to enter into and perform this Agreement, and to convey the AECC Property as described herein.

(e) AECC is not and shall not be on the Closing Date in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by AECC will not (a) conflict with any governing instrument of AECC, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which AECC is a party, is bound or may be subject.

(g) AECC has fee simple title to the AECC Property. AECC has the right to sell and transfer the AECC Property as described hereunder, and upon transfer of the AECC Property hereunder, AECC will convey the AECC Property free of all rights of first refusal and options to purchase.

(h) Except as set forth on ***Exhibit C***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against AECC pending or threatened against or by or affecting AECC, or any of the AECC Property, at law, in equity or bankruptcy, or before or by any governmental authority, and AECC has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) AECC is in full compliance with and not in default under any Contracts, except as specifically set forth on ***Exhibit D***.

(j) AECC does not have any oral or written contracts or other legal obligations with any third persons that would materially affect the AECC Property or the transfer of the AECC Property to Buyer in a manner adverse to the interests of Buyer.

(k) All returns and reports concerning taxes and other reports required to have been filed by AECC relating to the AECC Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due by AECC or any of the Partners to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(l) AECC, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the AECC Property.

(m) No representation or warranty by AECC in this Agreement, no certification furnished by AECC under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(n) All representations and warranties by AECC in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, AECC will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.3 Jonesboro's Representations and Warranties. Jonesboro hereby represents and warrants to Buyer, that as of the Effective Date and as of the Closing Date:

(a) Jonesboro is and shall be on the Closing Date an Arkansas consolidated utility district.

(b) Jonesboro shall have on the Closing Date full power and authority to execute and perform this Agreement and all entity action necessary to confirm such authority shall have and has been duly and lawfully taken. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Jonesboro. Neither the execution nor the performance by Jonesboro of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Jonesboro is a party.

(c) Jonesboro is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Jonesboro and is a valid and binding obligation of Jonesboro enforceable against Jonesboro in accordance with its terms; and Jonesboro has all necessary capacity and authority to own the Jonesboro Property, to enter into and perform this Agreement, and to convey the Jonesboro Property as described herein.

(e) Jonesboro is not and shall not be on the Closing Date in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Jonesboro, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Jonesboro is a party, is bound or may be subject.

(g) Jonesboro has fee simple title to the Jonesboro Property. Jonesboro has the right to sell and transfer the Jonesboro Property as described hereunder, and upon transfer of the Jonesboro Property hereunder, Jonesboro will convey the Jonesboro Property free of all rights of first refusal and options to purchase to Buyer.

(h) Except as set forth on ***Exhibit C***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against Jonesboro pending or threatened against or by or affecting Jonesboro, or any of the Jonesboro Property, at law, in equity or bankruptcy, or before or by any governmental authority, and Jonesboro has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) Jonesboro is in full compliance with and not in default under any Contracts, except as specifically set forth on ***Exhibit D***.

(j) Jonesboro does not have any oral or written contracts or other legal obligations with any third persons that would materially affect the Jonesboro Property or the transfer of the Jonesboro Property to Buyer in a manner adverse to the interests of Buyer.

(k) All returns and reports concerning taxes and other reports required to have been filed by Jonesboro relating to the Jonesboro Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due Jonesboro to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(l) Jonesboro, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Jonesboro Property.

(m) No representation or warranty by Jonesboro in this Agreement, no certification furnished by Jonesboro under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(n) All representations and warranties by Jonesboro in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, Jonesboro will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.4 West Memphis's Representations and Warranties. West Memphis hereby represents and warrants to Buyer, that as of the Effective Date and as of the Closing Date:

(a) West Memphis is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) West Memphis shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, West Memphis shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of West Memphis. Neither the execution nor the performance by West Memphis of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which West Memphis is a party.

(c) West Memphis represents and warrants that it is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by West Memphis and is a valid and binding obligation of West Memphis enforceable against West Memphis in accordance with its terms; and West Memphis has all necessary capacity and authority to own the West Memphis Property, to enter into and perform this Agreement, and to convey the West Memphis Property as described herein.

(e) West Memphis is not and shall not be on the Closing Date in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of West Memphis, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which West Memphis is a party, is bound or may be subject.

(g) West Memphis has fee simple title to the West Memphis Property. West Memphis has the right to sell and transfer the West Memphis Property as described hereunder, and upon transfer of the West Memphis Property hereunder, West Memphis will convey the West Memphis Property free of all rights of first refusal and options to purchase to Buyer.

(h) Except as set forth on ***Exhibit C***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against West Memphis pending or threatened against or by or affecting West Memphis, or any of the West Memphis Property, at law, in equity or bankruptcy, or before or by any governmental authority, and West Memphis has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) West Memphis is in full compliance with and not in default under any Contracts, except as specifically set forth on ***Exhibit D***.

(j) West Memphis does not have any oral or written contracts or other legal obligations with any third persons that would materially affect the West Memphis Property or the transfer of the West Memphis Property to Buyer in a manner adverse to the interests of Buyer.

(k) All returns and reports concerning taxes and other reports required to have been filed by West Memphis relating to the West Memphis Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due West Memphis to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(l) West Memphis, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the West Memphis Property.

(m) No representation or warranty by West Memphis in this Agreement, no certification furnished by West Memphis under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(n) All representations and warranties by West Memphis in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, West Memphis will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.5 Conway's Representations and Warranties. Conway hereby represents and warrants to Buyer, that as of the Effective Date and as of the Closing Date:

(a) Conway is and shall be on the Closing Date a municipal corporation organized and existing under the laws of the State of Arkansas.

(b) Conway shall have on the Closing Date full power and authority to execute and perform this Agreement and all or municipal action necessary to confirm such authority shall have and has been duly and lawfully taken. As of the Closing Date, Conway shall have completed all municipal requirements, ordinances, and other required legislative acts, including but not limited to expiration of all referendum periods without a referendum being filed. Upon execution hereof, this Agreement shall constitute a valid and legally binding obligation of Conway. Neither the execution nor the performance by Conway of this Agreement will violate the terms or provisions of any other agreement, or any note, loan agreement, commitment agreement, lease, or other material contract or agreement to which Conway is a party.

(c) Conway is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer valid and authorized Nonforeign Status Certificates to such effect at or prior to Closing.

(d) This Agreement has been duly executed and delivered by Conway and is a valid and binding obligation of Conway enforceable against Conway in accordance with its terms; and Conway has all necessary capacity and authority to own the Conway Property, to enter into and perform this Agreement, and to convey the Conway Property as described herein.

(e) Conway is not and shall not be on the Closing Date in bankruptcy or subject to any bankruptcy-related orders, decrees, discharges, or other restrictions.

(f) The execution and delivery of this Agreement and the fulfillment of all the terms and conditions of this Agreement by the Parties will not (a) conflict with any governing instrument of Conway, or (b) violate, result in a breach of or constitute a default under any agreement, instrument, statute, regulation, rule, judgment, order or decree to which Conway is a party, is bound or may be subject.

(g) Conway has fee simple title to the Conway Property. Conway has the right to sell and transfer the Conway Property as described hereunder, and upon transfer of the Conway Property hereunder, Conway will convey the Conway Property free of all rights of first refusal and options to purchase to Buyer.

(h) Except as set forth on ***Exhibit C***, there are no actions, suits, claims, administrative actions, proceedings, or investigations (whether or not purportedly on behalf of or against Conway pending or threatened against or by or affecting Conway, or any of the Conway Property, at law, in equity or bankruptcy, or before or by any governmental authority, and Conway has not received any notice of any alleged violation of any applicable building or other similar code or ordinance.

(i) Conway is in full compliance with and not in default under any Contracts, except as specifically set forth on ***Exhibit D***.

(j) Conway does not have any oral or written contracts or other legal obligations with any third persons that would materially affect the Conway Property or the transfer of the Conway Property to Buyer in a manner adverse to the interests of Buyer.

(k) All returns and reports concerning taxes and other reports required to have been filed by Conway relating to the Conway Property pursuant to any law or regulation have been or will be timely filed with the appropriate governmental authority; and all taxes, interest and penalties that are due Conway to any governmental authority, with respect to any tax period previously ended or through the Closing Date, have been fully paid or arrangements have been made to pay the same when due subsequent to the Closing Date.

(l) Conway, together with its advisors, possesses such knowledge and experience in tax, financial, and business matters to evaluate the merits and risks of the sale of the Conway Property.

(m) No representation or warranty by Conway in this Agreement, no certification furnished by Conway under this Agreement, and no exhibit or other instrument previously furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained therein untrue.

(n) All representations and warranties by Conway in this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. If requested by Buyer, Conway will reconfirm all representations and warranties in a certificate executed within ten (10) days of Closing.

5.6 **Survival of Representations and Warranties**. All representations and warranties of the Parties contained in this Section 5 shall survive Closing.

6.
CLOSING

6.1 **Closing**. The Closing (the "**Closing**") shall be conducted "by mail" at the offices of the Title Company upon the earlier of (i) a date within ten (10) days of the closure of the Plant or (ii) January 1, 2029 (the "**Closing Date**"). On the Closing Date, Title Company shall release the Purchase Price to Sellers, as applicable, and release the Deed and the Assignment to Buyer.

6.2 **Possession.** Exclusive possession of the AECC Property, Jonesboro Property, West Memphis Property, and the Conway Property shall be delivered to Buyer at the Closing.

6.3 **Conveyance**. Notwithstanding any provision herein or in the Deed to the contrary, it is expressly agreed that Sellers make no representations or warranties of title to the Property regarding any defects of title or claims against Sellers' title arising from or relating to acts performed or caused to be performed by Buyer, or Buyer's predecessors in interest, acting outside the scope of its authority as agent of Sellers pursuant to the Legacy Agreements (as hereafter defined). The representations, covenants, and agreements contained in this Section 6.3 shall survive Closing and shall not merge into any of the deeds contemplated by this Agreement.

6.4 **Effect of Closing**. Effective as of the Closing Date, Buyer shall have sole right, title, interest, and possession in and to the Property and Sellers shall have no right or interest in the Property.

Notwithstanding the foregoing, with respect to all applicable local, state, or federal environmental laws and regulations, Sellers shall remain liable for any environmental liability/condition existing on the Property. In an abundance of clarity, neither this Agreement nor the Closing shall alter the duties, obligations, or responsibilities of Sellers regarding any environmental liability/condition on any portion of the Property, except for conditions which arise after the Closing Date.

6.5 Prorations. All rents, utilities, and all other operating income and expenses with respect to the Property for the month in which the Closing occurs, and all real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs, shall be prorated as of the Closing Date.

(a) If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

(b) If the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the apportionment of such utilities and other operating expenses shall be upon the basis of an estimate by Buyer of such utilities and other operating expenses for such month. Subsequent to the Closing, when the actual amount of such utilities and other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such utilities and other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

Notwithstanding the foregoing, nothing in this Section 6.5 shall be construed to apply to the cost of operating the Plant, nor revenue generated from Plant operations. The agreements of the Parties set forth in this Section 6.4 shall survive the Closing.

6.6 Closing Costs. Sellers shall pay, at Closing, title search costs (including the cost of the title update following Closing), the cost of the Title Commitment, the title insurance premiums for the owner's title policy (including the cost of any and all endorsements required to cure title defects), and all recording costs. Buyer shall pay at Closing the title insurance premiums for the mortgagee's title policy, the cost of any endorsements other than those required to cure title defects, and the cost of any survey or update to the survey. Any transfer or conveyance taxes and costs of recordation shall be divided equally between the parties. All other escrow fees and customary charges of the Title Company, and all other Closing costs not otherwise provided for in this Agreement, shall be divided between the parties in accordance with the Parties' tenant-in-common interests in the Property. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.7 Buyer's Obligations. At Closing, or at such other time as indicated below, Buyer shall deliver to Sellers, the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Buyer shall be reasonably required by the Title Company to evidence Buyer's authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of Buyer certifying that Buyer is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Closing Statement**. Buyer's counterpart signature to the closing statement prepared by the Title Company.

(d) **Other Documents**. Such other and further documents and instruments, to be signed by Buyer that Sellers may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

6.8 Sellers' Obligations. At Closing, or at such other time as indicated below, Sellers shall deliver to Buyer, the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of each Seller as shall be reasonably required by the Title Company to evidence each Seller's authority to consummate the transactions contemplated by this Agreement.

(b) **Foreign Person**. An affidavit of each Seller certifying that such Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) **Deed**. Special Warranty Deed and Bill of Sale in the form attached hereto as ***Exhibit E*** executed by each Seller conveying the Property to Buyer subject only to the final list of special exceptions set forth in title commitment for the owner's policy of title insurance (the "**Deed**").

(d) **Assignment**. Bill of Sale, Assignment and Assumption of Personal Property, Service Contracts, Warranties and Leases transferring Sellers' interest in the Tangible Personal Property to Buyer (the "**Assignment**") together with a UCC-11 report (or comparable search report) issued by the Arkansas Secretary of State, dated no more than five (5) days prior to Closing, indicating such personal property to be free and clear of all liens or encumbrances.

(e) **Contracts**. If applicable, a list of all Contracts (other than the Legacy Agreements) to which Sellers is a party and pertaining to the Property, which list shall signed by Sellers certifying that the list is complete and accurate in all respects, together with copies of all such Contracts.

(f) **Transfer Notices**. Such notices to service providers, manufacturers of equipment and personal property transferred pursuant to this transaction, utility companies providing utility services to the Property, and any party to any other Contract (to the extent required by any such Contract or deemed appropriate by Buyer) as shall be necessary or desirable to cause all applicable warranties and Contracts to be transferred to Buyer.

(g) **Closing Statement**. Each Seller's counterpart signature to the closing statement prepared by the Title Company.

(h) **Other Documents**. Such other and further documents and instruments, to be signed by Sellers that Buyer may reasonably deem necessary in order to carry out the transaction contemplated by this Agreement.

6.9 Closing Procedures. Upon the Closing of the White Bluff Excess Real Estate Agreement, Sellers shall execute and deposit the Deed and Assignment with the Title Company to be held in escrow as provided in the Escrow Agreement attached hereto as ***Exhibit F***. On the Closing Date, the Title Company shall, pursuant to the Escrow Agreement, record the Deed and the Assignment in the appropriate office and deliver the originals thereof to Buyer. If for any reason the Escrow Agent fails or is unable to perform as contemplated by the Escrow Agreement and this Section 6.9, the Parties shall deliver such documents and consideration as is necessary to place each Party in the position it would have been had the Escrow Agent so performed.

7.
RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any portion of the Property by eminent domain proceedings or by deed in lieu thereof, the Parties shall consummate the Closing, in which event all of the assignable right, title and interest in and to the award of the condemning authority shall be assigned to Buyer at the Closing and there shall be no reduction in the Purchase Price.

7.2 Casualty. All risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated shall be allocated among the Parties pursuant to the Legacy Agreements (as defined below). If the Property, or any part thereof, suffers any material damage prior to the Closing from fire or other casualty, the Parties shall consummate the Closing, in which event all of the right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Buyer at the Closing, in form and substance acceptable to Buyer.

8.
DEFAULT

8.1 Breach. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to a Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

9.
OPERATIONS PRIOR TO CLOSING

9.1 Affirmative Covenants. Between the Effective Date and the Closing, the Parties shall, subject to and without restriction on any right or obligation in any Legacy Agreement:

(a) conduct their business on the Property only in the ordinary course of business;

(b) except as otherwise directed by the Parties in writing, and without making any commitment on such Parties' behalf, use reasonable commercial efforts to preserve intact the Property, and maintain good relations and goodwill with tenants, creditors, employees, agents and others having business relationships with the Property, improvements thereon, or the Parties;

(c) confer with each other prior to implementing operational decisions of a material nature (material being defined as decisions with an impact exceeding $100,000) except for matters in the ordinary course of Buyer's day-to-day operation and management as agent of the Parties for the Property;

(d) maintain the Property in a state of good repair consistent with the requirements imposed by local code and the normal conduct of day-to-day operation and management of the Property, ordinary wear and tear excepted;

(e) keep in full force and effect, without amendment, all of the Contracts and enter into no new Contract that cannot be terminated with thirty (30) days notice or less;

(f) comply with all applicable laws and contractual obligations applicable to the Property and the Parties' operations thereon including, but not limited to, the Legacy Agreements as defined below;

(g) continue in full force and effect the existing insurance coverage under the policies described in this Agreement;

(h) maintain all books and records relating to the Property as previously maintained by EAL; and

(i) report to each other any material change in circumstances or any occurrences that cause any of such Party's representations or warranties contained in this Agreement to no longer be true, correct, or accurate in any material respect or that cause such Party to no longer be in material compliance with any of such Party's covenants contained in this Agreement.

10.
MISCELLANEOUS

10.1 Notices. All notices, demands, and requests which may be given or which are required to be given by a Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 10.1, the

addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, AR, 72201
with a copy to:	Jeff Rosencrants Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201 jrosenc@entergy.com (electronic copy also required)
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219 generalcounsel@aecc.com (electronic copy also required)
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter PO Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 East Monroe Jonesboro, AR 72403

with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

10.2 **Entire Agreement**. This Agreement (with the other agreements of even date herewith) embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the transfer of the Property described herein, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. Notwithstanding the foregoing:

(a) the Parties agree that this Agreement and each Agreement executed simultaneously herewith are independently effective. A Party shall not refuse to close this Agreement based upon an alleged breach of another agreement, the intent being that any party may seek specific performance of this Agreement regardless of an alleged or actual breach of another agreement. Additionally, the failure or refusal to close under this Agreement shall not in any way affect the enforceability of any other agreement between the Parties, including but not limited to any prior, concurrent, or future (i) closing date or (ii) effective date.

(b) the Parties agree that the following prior agreements shall survive Closing and shall not be merged into the Deed: that certain White Bluff Plant Ownership Agreement dated June 27, 1977, as amended, ***save and except*** and expressly excluding *Exhibit A* and *Exhibit C* attached thereto; that certain White Bluff Plant Operating Agreement dated June 27, 1977, as amended; and that certain Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "**Legacy Agreements**"). Furthermore, the Parties acknowledge and affirm that their obligations in this Agreement shall survive Closing and do not merge into any of the deeds contemplated in this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed as altering the Parties' right to energy and capacity, and the amount of energy and capacity, set forth in the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012. However, the White Bluff Excess Real Estate Agreement and the White Bluff Plant Purchase and Sale Agreement shall alter, control, and supersede the contractual rights, benefits, and obligations of the Parties set forth in *Exhibit A* and *Exhibit C* of the White Bluff Plant Ownership Agreement dated June 27, 1977, as amended.

10.3 **Amendment**. This Agreement may be amended only by a written instrument executed by the Parties.

10.4 **Headings**. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.5 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

10.6 **Time of Essence**. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 **Governing Law**. This Agreement shall be governed by the laws of the State of Arkansas.

10.8 **Successors and Assigns; Assignment**. This Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights under this Agreement may be assigned.

10.9 **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 **Attorneys' Fees**. In the event it becomes necessary for a Party hereto to file suit to enforce this Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

10.11 **Multiple Counterparts**. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

10.12 **Effective Date**. As used herein, the term "Effective Date" shall mean the first date upon which this Agreement has been fully executed by all Parties.

10.13 **No Personal Liability**. Notwithstanding any provisions in this Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Agreement. Notwithstanding the foregoing, nothing contained in this Section 10.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Agreement.

10.14 **Confidential Information**. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement,

the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

10.15 Construction. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

10.16 Memorandum of Agreement. Upon execution of this Agreement, Buyer and Sellers agree to execute and deliver the Memorandum of Purchase and Sale Agreement attached hereto as ***Exhibit H***, which Buyer may record at its expense. In the event this Agreement is terminated by mutual assent of the parties, Buyer agree to promptly execute and deliver a termination of the Memorandum of Purchase and Sale Agreement. If requested, the parties will execute and deliver an updated Memorandum of Purchase and Sale Agreement upon any modification of the legal description of the Land.

10.16 Exhibits. The Parties intend and agree that, upon agreement of the Parties, the Sellers may amend or supplement Exhibits B, C, and D after execution of this Agreement so long as such amendment or supplementation is made in writing to the other Parties and is provided no later than thirty (30) days prior to the Closing Date, and Buyer may amend or supplement on Exhibit B so long as such amendment or supplementation is made no later than ten (10) days prior to the Closing Date. Any such supplementation or amendment shall be treated for all purposes as if it were part of this Agreement at the time of execution; provided, however, that in the event of any changes to Exhibits C or D, Buyer and Sellers shall negotiate in good faith an adequate financial payment or indemnification right, or if the Parties are unable to agree, Buyer may terminate this Agreement by written notice to Sellers delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, Title Company shall immediately release the Purchase Price, if any, to Buyer and the Deed and Assignment to Sellers, if applicable, and no Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

BUYER:

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas general consolidated public utility system improvement district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

CITY OF CONWAY, ARKANSAS

By: _____
Name: Brett Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Brett Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

SELLER:

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

EXHIBIT A
TO PLANT PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

EXHIBIT B

TO PLANT PURCHASE AND SALE AGREEMENT

CONTRACTS (IDENTIFYING THOSE ASSIGNED TO BUYER)

	CONTRACT TYPE	FIRST PARTY/PARTIES	SECOND PARTY/PARTIES	EFFECTIVE DATE	TERMINATION DATE	DESCRIPTION
1.						
2.						
3.						
4.						
5.						
6.						
7.						

EXHIBIT C

TO PLANT PURCHASE AND SALE AGREEMENT

LITIGATION

	CAUSE NO.	JURISDICTION	PLAINTIFF(S)	DEFENDANT(S)	FILE DATE	DISPOSITION DATE	DESCRIPTION
1.							
2.							
3.							
4.							
5.							
6.							
7.							

EXHIBIT D
TO PLANT PURCHASE AND SALE AGREEMENT

DISCLOSED CONTRACTS

	CONTRACT TYPE	FIRST PARTY/PARTIES	SECOND PARTY/PARTIES	EFFECTIVE DATE	TERMINATION DATE	DESCRIPTION
1.						
2.						
3.						
4.						
5.						
6.						
7.						

EXHIBIT E

TO PLANT PURCHASE AND SALE AGREEMENT

SPECIAL WARRANTY DEED AND BILL OF SALE

EXHIBIT F
TO PLANT PURCHASE AND SALE AGREEMENT

ESCROW AGREEMENT

EXHIBIT G
TO PLANT PURCHASE AND SALE AGREEMENT

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

MEMORANDUM OF WHITE BLUFF PLANT PURCHASE AND SALE AGREEMENT

This Memorandum of White Bluff Plant Purchase and Sale Agreement ("Memorandum") is made by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**" or "**Buyer**"), **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), and **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS**, ("**West Memphis**" and together with Conway, Jonesboro, and AECC, each a "**Seller**" and collectively, "**Sellers**").

1. Sellers owns certain real property described on **Exhibit 1** (the "Property");

2. Buyer and Sellers have executed a certain White Bluff Plant Purchase and Sale Agreement, dated _____, 2025 (the "Purchase Agreement"), concerning the Property and giving Buyer the right to purchase fee simple title in the Property; and

3. Buyer and Sellers hereby record this Memorandum for the purpose of notifying all persons or entities that no interest (including without limitation fee simple, leasehold, mortgage, or lien) in the Property may be had by any party other than the Buyer until after the closing or termination of the Purchase Agreement, which may be evidenced only by: (i) recordation of a termination of this Memorandum executed by both Buyer and Sellers; or (ii) a deed from Sellers to Buyer for the Property.

[SIGNATURE ON THE FOLLOWING PAGES]

EXHIBIT F

INDEPENDENCE DECOMMISSIONING AGREEMENT

THIS INDEPENDENCE DECOMMISSIONING AGREEMENT (this "**Decommissioning Agreement**") is made and entered into as of the Effective Date, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**"), **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), and **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO** ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**" and together with Conway, Jonesboro, and AECC, collectively, "**Owners Group**"). EAL, AECC, Jonesboro, Conway, and West Memphis may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

WHEREAS, EAL and the Owners Group own the Independence Steam Electric Station ("**Independence**") as tenants in common along with other entities as set forth in the conveyances among the Parties;

WHEREAS, the Parties co-own Independence with Energy Mississippi, LLC, Energy Power, LLC, East Texas Electric Cooperative, Inc., and the City of Osceola, Arkansas (the "**Non-Party Owners**");

WHEREAS, EAL and the Owners Group have either entered into or expect to enter into four agreements pertaining to Independence along with this Decommissioning Agreement: (1) the Independence Excess Real Estate Contract (the "**Independence Excess Agreement**"); (2) the Independence Plant Purchase and Sale Agreement ("**Independence Plant Purchase and Sale Agreement**"); (3) the Interconnection Rights Exchange Agreement ("**Interconnection Agreement**"); and (4) the Independence Environmental Maintenance Agreement ("**Independence Environmental Agreement**");

WHEREAS, the Independence Excess Agreement, the Independence Plant Purchase and Sale Agreement, and the Interconnection Agreement address the timing and terms by which the Owners Group will acquire EAL's property interests at Independence;

WHEREAS, the Parties intend for the Independence Environmental Agreement to serve as a stand-alone agreement that governs the handling of only those areas and conditions identified in the Independence Environmental Agreement;

WHEREAS, the United States District Court for the Eastern District of Arkansas entered an order in *Sierra Club, et al. v. Entergy Arkansas, LLC, et al.*, Case No. 4:18-cv-854 (Doc. 83) requiring EAL, as operator, to cease the combustion of coal at Independence no later than December 31, 2030 (the "Federal Consent Decree");

WHEREAS, the Parties are signatories to the Independence Steam Electric Station Ownership Agreement dated July 31, 1979, as amended ("**Independence Ownership Agreement**"), and the Independence Steam Electric Station Operating Agreement dated July 31, 1979, as amended and restated ("**Independence Operating Agreement**"), which provide the terms for decommissioning Independence following the retirement of its two coal-fired units from commercial service;

WHEREAS, the Parties wish to memorialize their agreement as to the timing, scope, and process that will govern the decommissioning of Independence, included in the Independence Plant Purchase and Sale Agreement;

WHEREAS, the Parties understand and agree that this Decommissioning Agreement shall not change, impact, or alter any liability, known or unknown, under the Independence Ownership Agreement for the costs of decommissioning Independence or their continued right to capacity and energy, or the amount of capacity and energy, set forth in the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "**Marketing Agreement**");

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
DECOMMISSIONING

1.1 Scope of Work. As of the Effective Date, AECC shall have the authority under this Decommissioning Agreement to, subject only to the requirements of Sections 1.2, 4.3 and 4.4, oversee, perform, and manage those actions and enter into those agreements with third parties that AECC deems in its sole discretion as necessary to implement the decommissioning of that part of Independence covered by the Independence Plant Purchase and Sale Agreement pursuant to the terms of this Decommissioning Agreement. AECC expects this work to involve deactivation (to the extent not already performed by EAL), decontamination, and demolition of Independence. The Parties expect that the foregoing work (the "**Decommissioning Work**") to be performed after the Effective Date may include, but is not limited to, such activities as:

1.1.1 Entering into contracts with third parties to plan or perform Decommissioning Work;

1.1.2 Entering into contracts or other transactions to recycle, reuse, retain, refurbish, transfer, donate, sell, or otherwise dispose of personal property, fixtures, or other items at Independence, regardless of how characterized;

1.1.3 Applying for, adhering to, transferring, amending, maintaining, creating, renewing, modifying, or terminating any permits, authorizations, certification, reporting obligation, or other government approvals necessary to perform any Decommissioning Work or perform any other activity with respect to Independence required by any federal, state, or local law (excepting anything specifically addressed in the Parties' Independence Environmental Site Management Agreement). This includes any authorizations, approvals, or reporting required by the Arkansas Public Service Commission ("**APSC**") related to Decommissioning Work concerning Independence, except for those reporting obligations that may be applicable only to an individual Party;

1.1.4 Terminating, modifying, amending, assigning, or otherwise bringing to an end any third party agreement with respect to Independence;

1.1.5 Addressing any environmental conditions (which includes, but is not limited to, the disposal of any materials whose disposal is regulated by any local, state, or federal requirement) within the area covered by the Independence Plant Purchase and Sale Agreement and that are related to Decommissioning Work and not included in the Independence Environmental Agreement;

1.1.6 Conducting activities necessary to protect the physical safety of any Party's employees and contractors and the general public.

1.2 Continued Operation Through 2030. The Parties affirm and agree that EAL shall continue to operate Independence pursuant to the Independence Operating Agreement and the Marketing Agreement through December 31, 2030 (the "**Cease-to-Burn-Coal Date**") (or such earlier date as the Parties may agree to in writing). The Parties agree that no work performed under this Decommissioning Agreement shall interfere with EAL's continued operation of Independence or implementation of the Marking Agreement, all of which shall continue to be governed by those agreements.

1.3 Completion of Decommissioning. Upon the removal of all existing buildings and achievement of Brownfield Site Status (defined below), AECC may, provided AECC has not assigned its rights and responsibilities hereunder pursuant to Section 5.1 or elected to pursue an Alternative Site Use pursuant to Section 1.4, deem the Decommissioning Work to be complete ("Decommissioning Completion") at which time the following shall occur:

1.3.1 AECC shall obtain any approvals or authorizations as might be required by the APSC to recognize Decommissioning Completion.

1.3.2 In the event there is a surplus after all costs of the Decommissioning Work are paid pursuant to Section 2.2, then AECC shall divide among the co-owners pursuant to the Independence Ownership Agreement in proportion to their undivided ownership interests in Independence any cash or other consideration remaining from the sale, exchange, scrap value, or other disposition of Independence Plant at Decommissioning Completion.

1.4 Alternative Site Use. At AECC's sole discretion, AECC may use, reconfigure or reconstitute the existing buildings, equipment, and other components of the existing Independence infrastructure for any alternative use ("Alternative Site Use"), separate and distinct from the Independence Operating Agreement. AECC shall provide each Party and Non-Party Owners notice of any and all buildings, equipment, or other components of the existing plant facility that AECC elects to put to an Alternative Site Use (an "Alternative Site Use Notice"). AECC may transmit multiple Alternative Site Use Notices, which shall function cumulatively. Upon the transmission of an Alternative Site Use Notice, AECC shall be solely liable for all items identified in the Notice, including the decommissioning expenses attributable to the items identified. The transmission of an Alternative Site Use Notice by AECC releases, discharges, and holds harmless all other Parties to this Decommissioning Agreement, as well as Non-Party Owners of Independence, from any and all liability, loss, damage and expenses directly related to Decommissioning Work for any property identified within an Alternative Site Use Notice. This subsection impacts decommissioning expenses only and shall not be construed to impact any other topics or cost categories.

1.5 Environmental Site Management Agreement Excluded. This Decommissioning Agreement does not include, and in no way affects, the requirements of the separate Independence Environmental Agreement that the Parties are entering into contemporaneously with this Decommissioning Agreement. In the event that any conflict shall arise between the Decommissioning Agreement and the Independence Environmental Agreement, then the Independence Environmental Agreement shall control, and the Parties will work collaboratively together to achieve the purposes of both the Independence Environmental Agreement and this Decommissioning Agreement.

1.6 Cooperation. Each Party shall cooperate with AECC as necessary for AECC to implement this Decommissioning Agreement. Such cooperation may include, but is not limited to, executing any releases, assignments, subordinations, or other documents reasonably necessary to perform the Decommissioning Work; provided, however, that this Decommissioning Agreement does not intend to create any agency, master/servant, bailor/bailee, fiduciary, joint venture, partnership, or other entity or special relationship among or between the Parties. Each Party may designate one or more official representatives to participate with AECC in the direction of the Decommissioning Work, although AECC shall have final decision

making authority. To the extent possible, EAL will collaborate with AECC in its efforts to use, transfer, and/or modify any environmental permits or authorizations in relation to AECC's current or future activities at the Independence site including without limitation participating in meetings or discussions with the relevant agencies involved in the use, transfer, and/or modification of any environmental permits or authorizations at Independence. This includes, but is not limited to, the modification and/or transfer of Clean Air Act or related permits to AECC that EAL currently holds for Independence to the extent it is legally possible to do so. To the extent any consent or authorization from EAL is required by any government agency or commission to transfer or modify any of these permits, EAL shall not unreasonably withhold its consent or authorization. EAL's obligations under this Section 1.6 shall terminate the sooner of (i) December 31, 2036, or (ii) completion of the Decommissioning Work.

2.
COSTS

2.1 Allocation of Costs. The Parties and Non-Party Owners will continue to be responsible for costs associated with implementing this Decommissioning Agreement in the same percentage as each Party's ownership percentage in Independence under the Independence Ownership Agreement on the Effective Date, which are:

Owner	Unit #1	Unit #2	Common
EAL	31.50%	0%	15.75%
AECC	35.00%	35.00%	35.00%
Jonesboro	5.00%	15.00%	10.00%
Conway	2.00%	2.00%	2.00%
West Memphis	1.00%	1.00%	1.00%
EMI (Non-Party Owner)	25.00%	25.00%	25.00%
EPI (Non-Party Owner)	0%	14.37%	7.19%
ETEC (Non-Party Owner)	0%	7.13%	3.56%
Osceola (Non-Party Owner)	0.50%	0.50%	0.50%

The costs of decommissioning any shared or common areas shall be allocated on the "Common" basis above. The cost of decommissioning Unit #1 at Independence shall be allocated on the "Unit #1" basis above. The cost of decommissioning Unit #2 at Independence shall be allocated on the "Unit #2" basis above. The accounting for Independence shall be conclusive as to whether equipment or property is allocated to Unit #1 or Unit #2.

2.2 Payment of Costs. AECC shall provide an accounting to the Parties and Non-Party Owners of Independence as of the Effective Date on a semi-annual basis (each, an "**Accounting**") detailing (1) a good faith estimate of the anticipated costs of decommissioning, less the expected proceeds from the sale, salvage or re-use of items ("Net Expected Costs") for the upcoming six (6) month period, and (2) the actual costs incurred by AECC, less the actual proceeds from the sale, salvage or re-use of items for the previous six (6) months, compared to the previous estimate for the work that was completed ("Net Actual Costs"). The Parties shall pay to AECC, and AECC shall seek from the Non-Party Owners payment of, their portion of the Net Expected Costs and Net Actual Costs, both to be allocated in accordance with Section 2.1, within thirty (30) days of receipt of each Accounting. Any payments for over-estimates of Net Expected Costs shall be credited to the overpaying Party or Non-Party Owner in the next Accounting. AECC's first Accounting may be based on a twelve (12) month estimate of the Net Expected Costs, along with any Net Actual Costs incurred after the Effective Date, but all subsequent Accountings shall include the Net Expected Costs for the upcoming six (6) months and the Net Actual Costs incurred for the previous six (6) months as set forth herein. Nothing herein shall prohibit any Party from contracting with another Party or Non-Party Owner to have its contribution percentage paid by that Party or Non-Owner Party. In that event, the Party seeking to transfer its responsibility for paying costs due under this Agreement shall provide documentation of such an agreement to AECC, and AECC shall adjust its billing accordingly.

2.3 Re-Use of Property. The Parties acknowledge that certain equipment, material, fixtures, or other property at Independence may have value to one or more of the Parties at a separate location. The Parties further acknowledge that, for the sake of efficiency and mutual cooperation, it is preferred for such property to first be put to an Alternative Site Use at Independence pursuant to Section 1.4 or, if that is not desirable or necessary, then conveyed to a Party or Non-Party Owner in return for fair market value first rather than to have the property conveyed to a third-party. The Parties therefore agree that AECC shall be authorized to enter into such transactions to convey property, either with itself, an affiliate, or another Party, in the course of implementing this Decommissioning Agreement provided that such transaction is disclosed to the Parties and Non-Party Owners in the immediately subsequent Accounting as set forth in Section 2.2 and such is promptly removed from Independence for use elsewhere. AECC shall have no obligation whatsoever to seek bids from third parties before entering into any such transactions. For the avoidance of any doubt, any property of any kind that is re-used at Independence shall be subject to Section 1.4.

3.
DECOMMISSIONING COMMITTEE AND TERMS

3.1 Decommissioning Committee. No later than one (1) year after the Effective Date of this Decommissioning Agreement, the Parties shall form a Decommissioning Committee, upon which each Party shall appoint at least one (1) representative, but no more than three (3) representatives to serve (the "**Decommissioning Committee**"). The Decommissioning Committee shall meet on an annual basis leading up to the Cease-to-Burn-Coal Date, with meetings occurring as necessary (but at least quarterly) during deactivation and decommissioning activities. The Decommissioning Committee shall have no authority except for those expressly identified in this Decommissioning Agreement. The primary intent of the Decommissioning Committee shall be to facilitate communication and help achieve a successful and safe decommissioning. The Parties may, by unanimous consent, cancel any meeting of the Decommissioning Committee. EAL shall nominate two additional members of the Independence plant management to the Decommissioning Committee to provide site insight and background.

3.2 Decommissioning Committee Meetings. AECC shall provide to the Parties an update at least ten (10) days in advance of the Decommissioning Committee's annual meetings prior to the Cease-to-Burn-Coal Date, which shall be held in October, describing the decommissioning planning that AECC has performed or overseen in the prior twelve (12) months and any plans for work reasonably expected to occur

in the coming twelve (12) months, including anticipated budgets if available. AECC shall also provide a summary of expenses incurred and any revenue realized from Decommissioning Work. The Decommissioning Committee shall also address any matters expressly identified in this Decommissioning Agreement as those to be disclosed to and ratified by the Decommissioning Committee. It is anticipated that AECC's Decommissioning Work will identify sampling, communications, project, contracting, and mobilization milestones and timelines over a period of years for review by the Decommissioning Committee, which will result in a decommissioning plan and a dismantlement plan.

AECC may call a special meeting of the Decommissioning Committee to conduct whatever business AECC may propose provided that AECC provides ten (10) days' advanced notice of the special meeting.

3.3 Financial Assurance. Each Party shall provide to AECC, upon AECC's reasonable request, documentation of financial assurances regarding such Party's ability to pay for its share of the cost of the Decommissioning Work.

3.4 Timeline and Target Status. AECC shall complete decommissioning no later than December 31, 2036, except as provided for under Section 1.4, 2.3, or 3.5. AECC shall decommission to Brownfield Site Status, which is defined as the following minimum requirements:

- complete removal of all regulated and universal wastes, including the abatement of all asbestos containing materials at Independence;
- power must be completely disconnected from all structures;
- all existing structures, excepting any structures utilized pursuant to Section 1.4, must be removed to grade with the current concrete slabs and asphalt roadways remaining in place (concrete slabs above grade must be removed); and
- below-grade tunnels, cavities, and piping must be sealed and a controlled low strength material (CLSM) or crushed fill material be placed in the below grade structures to prevent material or people from entering post decommissioning.

Brownfield Site Status shall not apply to the Independence landfill or any coal combustion residual area that is subject to regulation, which are governed by the Parties' Independence Environmental Agreement and applicable law, or to any areas put to an Alternative Site Use per Section 1.4.

3.5 Delaying Decommissioning. If necessary, AECC may identify in writing to the other Parties areas of Independence with reasonable specificity where AECC proposes to delay decommissioning. AECC shall be entitled to an additional two (2) years to complete decommissioning of any such areas. AECC shall be solely responsible for any increased costs of decommissioning arising from the delay but is not limited to, increased inflation, mobilization, and demobilization expenses, as well as vendors increasing the costs of goods and services.

4.
OTHER AGREEMENTS

4.1 Amendments. This Decommissioning Agreement is intended to clarify both the Independence Ownership Agreement and the Independence Operating Agreement regarding decommissioning. In the event of any conflict between the provisions of this Decommissioning Agreement and the provisions of the Independence Ownership Agreement or the Independence Operating Agreement, the Parties agree that as to any dispute between them, the Decommissioning Agreement shall control.

4.2 Termination of Other Agreements. The Parties agree that:

4.2.1 AECC's operation and management of Independence decommissioning shall be governed by this Decommissioning Agreement, independent of any other agreement or the expiration of any other agreement.

4.2.2 The Independence Ownership Agreement shall terminate once Sections 1.3.1 and 1.3.2 are complete except that any of its terms that expressly survive termination shall remain enforceable under Arkansas law.

4.2.3 The Parties agree that Independence shall be considered "retired from commercial service" as the term is used in Section 13.2 of the Independence Operating Agreement upon satisfaction of Section 1.3 of this Decommissioning Agreement.

4.2.4 The Owners Group hereby release EAL from any duty, obligation, or responsibility under either the Independence Ownership Agreement or Independence Operating Agreement, including Section 11.7 of the Independence Ownership Agreement to the extent any such duty, obligation, or responsibility is in any way related to the Decommissioning Work. AECC further agrees to defend and indemnify EAL against any claim brought by an entity not a Party to this Decommissioning Agreement that is in any way related to the Decommissioning Work.

4.3 Coordinated Decommissioning Efforts and Joint RFP. The Parties acknowledge that EAL will be conducting the decommissioning of the White Bluff Steam Electrical Generating Station under a separate White Bluff Decommissioning Agreement. It is the Parties' intent to leverage their negotiating position with vendors by soliciting bids to perform work at both sites at a discount. The Parties further intend to use EAL's experience implementing the decommissioning work at White Bluff, and the experience of EAL's contractors performing such work, to allow AECC to decommission Independence more efficiently, based on lessons learned. The Parties further acknowledge that EAL, as current operator of Independence, has experience about the site that would be of use to vendors performing work and that EAL be required by the APSC to ensure that Independence is decommissioned according to the APSC's requirements. The Parties therefore agree as follows:

4.3.1 EAL and AECC shall prepare a Joint Request for Proposals ("Joint RFP") to obtain turnkey bids from contractors to perform Decommissioning Activities at both White Bluff and Independence, or at White Bluff or Independence independently if a bidder is unwilling to bid on performing both projects, in order to maximize any efficiencies that might inure to the Parties' collective benefit, such as economies of scale, lessons learned, or reduced onboarding time between the two plants. The Joint RFP must meet the standard contractor procurement and safety requirements of both EAL and AECC, which are complementary.

4.3.2 AECC has discretion to select the contractor(s) of its choice for Decommissioning Work at Independence; however, AECC must select a contractor from the Joint RFP and may not independently select a contractor outside the Joint RFP. In the event that AECC is required to change a contractor, the replacement contractor shall be a contractor from the Joint RFP. If no entity bids into the initial Joint RFP, EAL and AECC must continue to issue Joint RFPs for both White Bluff and Independence until a contractor (or contractors) are selected. EAL and AECC may request refreshed or updated RFP bids that may be necessitated by the passage of time or changed circumstances

4.3.3 EAL shall designate one person with a relevant background/work experience to work with AECC as it plans for and implements Decommissioning Work at Independence. EAL shall

further endeavor in good faith to retain one or more employees with knowledge of Independence to work with or for AECC to advise on conducting work at the site.

4.3.4 The Parties agree that the Decommissioning Work performed at White Bluff and Independence shall materially conform to the guidelines set forth in **Exhibit A** attached hereto. AECC must ensure that all liability protection and insurance provisions of its contracts, as reflected in **Exhibit B-1 or Exhibit B-2** (or the updated forms of **Exhibits B-1 and B-2**), with the contractor selected to decommission Independence shall apply to all Parties and Non-Party Owners. Such protections shall include an express waiver of consequential, indirect, special, punitive and exemplary damages by the contractor against all Parties and Non-Party Owners, and the following protections at minimum:

(i) Sections 2.3, 2.4, 2.5, and 2.7, of **Exhibit B-1**, including all subparts

(ii) Articles IV, VII, IX, and X of **Exhibit B-1**, including all subparts, and

(ii) Sections 3.4.2.5, 3.8, 3.9, 3.10, 4.3, 5.3, 5.4, 5.5, 5.7, 5.8, and, 7.4 of **Exhibit B-2**, including all subparts.

4.3.5 AECC shall ensure that EAL is made an additional insured for any insurance required by the provisions of any contracts for the Decommissioning Work and that all such insurance policies contain a waiver of subrogation in favor of the Parties and Non-Party Owners.

4.3.6 AECC will not enter into contractual terms with the contractor selected to decommission Independence that obligate the Parties or Non-Party Owners to indemnify the contractor or its subcontractors.

4.3.7 The contractor and subcontractors performing decommissioning activities shall not advertise the marks, names, slogans, logos or other designations of the Parties or Non-Party Owners unless agreed to in writing by a consenting Party or Non-Party Owners.

4.4 Transitioning from Operations to Decommissioning. Until June 30, 2031, EAL shall have the right, but not the obligation, to continue to access Independence to complete those deactivation activities that EAL considers appropriate in their reasonable discretion, but consistent with AECC's Alternative Site Use pursuant to Section 1.4 ("**Site Closure Activities**"). This might include, but is not limited to, proper disconnection of equipment and record retention. EAL and AECC shall coordinate in good faith on EAL's Site Closure Activities and AECC's Decommissioning Work to attempt to identify to minimize any interference between this work.

5.
WITHDRAWAL AND ASSIGNMENT

5.1 Withdrawal and Assignment. AECC may, upon thirty (30) days written notice to EAL and the other Owners Group, indicate an intent to assign its rights and responsibilities under this Decommissioning Agreement to another person or entity with the technical qualifications and financial resources to decommission a coal-fired generating plant, including an AECC affiliate. EAL shall have a thirty (30) day right of first refusal to accept that assignment. Notwithstanding anything to the contrary herein, in the event of such an assignment, AECC shall not be required to perform this Decommissioning Agreement, except that AECC must ensure the terms and goals of this Agreement are achieved with regard to any assignee.

6.
LIABILITY

6.1 Liability. AECC shall have no liability to any Party for any loss, damage or expense suffered by that Party or for any damage to such Party's property interests in Independence or any portion of Independence arising out of or resulting from any action taken or failed to be taken by AECC or any employee of AECC pursuant to this Decommissioning Agreement unless such loss, damage or expense results from the willful misconduct of AECC, the failure of AECC to use its reasonable best efforts to conform with good utility practices (giving regard to practices generally accepted within the national utility industry) in discharging its obligations under this Decommissioning Agreement, or such loss, damage or expense results from or is incurred by AECC by reason of AECC's alternative use of the existing buildings and other components of the existing Independence infrastructure, pursuant to Section 1.4 of this Decommissioning Agreement. In the event AECC, in the performance of its duties pursuant to this Decommissioning Agreement incurs any liability to any third party other than resulting from the willful misconduct of AECC or pursuant to Section 1.4 above, the amount paid by AECC on account of such liability shall be considered a cost of decommissioning to be apportioned among the Parties as pursuant to Section 2 of this Decommissioning Agreement.

AECC shall defend and indemnify and hold harmless EAL against any claim brought by any party to the Independence Ownership Agreement or Independence Plant Operating Agreement based on EAL's alleged failure to perform any obligation under either agreement to the extent such obligation could be or is part of the Decommissioning Work.

7.
DEFAULT

7.1 Breach. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to a Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

8.
MISCELLANEOUS

8.1 Notices. All notices, demands, and requests which may be given or which are required to be given by a Party to the other, and any exercise of a right of termination provided by this Decommissioning Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 8.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, AR 72201
with a copy to:	Jeff Rosencrants Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201 (electronic copy also required)
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219 (electronic copy also required)
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303

with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 East Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

8.2 Entire Agreement. This Decommissioning Agreement embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the performance of decommissioning of the Independence facility, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by a Party relative to the subject matter hereof, which are not expressly set forth herein. For the avoidance of doubt, nothing in this Decommissioning Agreement shall be construed as altering the Parties' right to capacity and energy, and the amount of capacity and energy, set forth in the Marketing Agreement.

8.3 Amendment. This Decommissioning Agreement may be amended only by a written instrument executed by the Parties.

8.4 Headings. The captions and headings used in this Decommissioning Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Decommissioning Agreement.

8.5 No Third-Party Beneficiaries. This Decommissioning Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

8.6 Time of Essence. Time is of the essence of this Decommissioning Agreement; however, if the final date of any period which is set out in any provision of this Decommissioning Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.7 Governing Law. This Decommissioning Agreement shall be governed by the laws of the State of Arkansas.

8.8 Successors and Assigns; Assignment. This Decommissioning Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights or obligations under this Decommissioning Agreement may be assigned unless expressly allowed such as in Section 5.1 or with the written consent of all Parties.

8.9 Invalid Provision. If any provision of this Decommissioning Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Decommissioning Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Decommissioning Agreement; and, the remaining provisions of this Decommissioning Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Decommissioning Agreement.

8.10 Attorneys' Fees. In the event it becomes necessary for a Party hereto to file suit to enforce this Decommissioning Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

8.11 Multiple Counterparts. This Decommissioning Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Decommissioning Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

8.12 Effective Date. As used herein, the term "Effective Date" shall mean the first date upon which this Decommissioning Agreement has been fully executed by all Parties.

8.13 No Personal Liability. Notwithstanding any provisions in this Decommissioning Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Decommissioning Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Decommissioning Agreement. Notwithstanding the foregoing, nothing contained in this Section 8.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Decommissioning Agreement.

8.14 Construction. This Decommissioning Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Decommissioning Agreement and each having the benefit and advice of legal counsel and shall be construed accordingly.

8.15 Confidential Information. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this

Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL

EXHIBIT A
DECOMMISSIONING REQUIREMENTS

Decommissioning, to consist of deactivation, decontamination, and demolition, at both plants will be generally occurring along the following timeline: Joint Decommissioning Project Management Contractor RFP development and execution, site closure activities by EAL, Contractor planning and reporting (Safety, Security, Engineering), site make-ready activities, Regulated Materials Assessment and other pre-demolition studies, pre-demolition inspection, demolition activities, cleanup and disposal, remediation and mitigation if necessary, final grading, and final site inspection and closure documentation. Environmental and regulatory compliance activities will be on-going through all stages.

AECC will be the Decommissioning Operator for the Independence plant. EAL will be the Decommissioning Operator for the White Bluff plant. Each Decommissioning Operator shall appoint an employee(s) as the Decommissioning Operator's Engineer/Project Manager responsible for collaborating with and overseeing the Decommissioning Project Management Contractor selected from the Joint RFP. The Decommissioning Operator's responsibilities shall include overseeing staffing, budget, report outs, contracts, developing work packages and schedules, determining resources needed for all tasks, collaborating with the site's operational staff and environmental lead to identify/assess/prioritize/mitigate potential environmental risks from deactivation through demolition, including appropriate inspections throughout, and complete all final inspections and documents to verify completion of activities.

I. Site Closure Activities and Timeline Requirements

a. EAL to conduct site closure activities up to six (6) months after cease-to-use-coal date.
b. Site closure activities include but are not limited to proper disconnection of equipment, record retention, and to make safe conditions. Some equipment to remain operational to meet applicable safety, environmental, or other regulatory requirements and standards (e.g. FAA stack lighting, water treatment facilities, sump pumps, etc.).
c. Computers/servers will be inventoried and reclaimed by EAL's IT department.
d. EAL will ensure that removable data collection devices are managed prior to removing power by conducting a thorough review and implementing measures to safeguard data integrity.
e. EAL to retain, dispose of, and transfer to co-owners upon request the site's retained records in accordance with its standard records retention policy. (Records generated after EAL's completion of site closure activities shall be handled in accordance with the Decommissioning Operator's Records Retention Policy and applicable regulations.)
f. EAL's Planner Scheduler to develop work packages for removal of lubrication oils and chemicals and discontinue any automatically scheduled PMs/WRs.
g. For any non-fixture property jointly owned by co-owners, EAL will create an Inventory Plan to evaluate inventory and retired equipment for reuse or transfer, and to stop restocking or cancel supply contracts.

DECOMMISSIONING OPERATOR TO ENSURE THE FOLLOWING REQUIREMENTS ARE MET:

II. Physical Requirements

a. End State

i. Complete removal of all regulated and universal wastes, including the abatement of all asbestos containing materials but only to the extent required by federal or state environmental laws and/or regulations with the ultimate objective of obtaining a brownfield certification

ii. All structures are removed to grade with the current concrete slabs and asphalt roadways remaining in place (concrete slabs above grade must be removed)

iii. Below-grade tunnels and piping are sealed and a Controlled Low Strength Material (CLSM) is placed in the below grade structures to prevent material or people from entering post decommissioning

b. Engineering

i. Prior to any active field work, Decommissioning Operator's Engineer/Project Manager must conduct a thorough site walk-through with operations and experienced environmental, engineering, mechanical, and electrical personnel to identify issues.

ii. The Decommissioning Operator is responsible for:

1. Monitoring and documenting demolition activities and reporting variances
2. Reviewing and signing off on contractor work plans
3. Reviewing and commenting on schedules, change orders, and invoices
4. Monitoring environmental and safety compliance
5. Reporting variances and changes
6. Documenting field activities and overall site conditions

iii. Decommissioning Operator's Engineer Field Safety Officer is responsible for:

1. Observing fieldwork
2. Reviewing contractor plans and safety documents
3. Documenting and reporting variances
4. Participating in daily safety meetings
5. Reviewing contractor training and permits
6. Reporting near misses and assisting in root cause evaluations
7. Promoting a proactive safety culture

iv. Physical separation of systems - Decommissioning Operator's Engineer/Project Manager and operations staff must ensure all energy sources to equipment and structures set for removal and/or demolition have been isolated under a Lock Out Tag Out (LOTO) procedure, an applicable physical separation introduced (air gap, piping cut, blind flange, etc.), and the LOTO equipment removed prior to any removal or demolition work beginning.

v. Transmission Interconnections - Decommissioning Operator's Engineer/Project Manager and operations staff shall work with the Transmission Operator, Local Balancing Authority, and relevant regional regulatory bodies (MISO, SERC, NERC) to ensure the units have been appropriately removed from generation service with all power connections between the active grid and site transformers/equipment isolated, physically separated, and removed. This should include all site operational connections via high voltage transmission lines within the local switchyard and should take into account NERC reporting and testing requirements or effects on NERC processes and procedures.

vi. Repower critical systems from Distribution feed - Decommissioning Operator's Engineer/Project Manager shall work with operations staff and Distribution Provider to design, build, and connect site systems deemed as critical systems by the Decommissioning Operator to new power sourced from medium voltage Distribution lines run onsite and exclusive from existing operation's electric systems.

vii. IT/Telecom asset located on site - EAL's/Decommissioning Operator's Engineer/Project Manager shall record and demarcate the location of any and all IT and Telecom assets onsite including but not limited to microwave transmitters, relays, tower structures, and fiber optics, coaxial, or other buried communication equipment.

viii. Condition assessment for selected components - Decommissioning Operator's Project Management Company shall identify any unsafe site conditions that must be remedied before the start of invasive decommissioning activities.

ix. Disposition of underground structures (tanks, circulating water lines, cable vaults, coal tunnels, etc.) - Decommissioning Operator's Project Management Company shall plan to remove underground structures where environmental or safety standards require and to fill and seal other below-grade structures and piping to mitigate safety and environmental hazards as outlined in the End State conditions prior.

x. Drawing updates - Decommissioning Operator's Engineer/Project Manager shall be responsible for updating all applicable site drawings to reflect the physical condition of systems onsite as decommissioning progresses and completes to ensure up-to-date technical records (e.g. physical separation points, equipment removals, power source changes, etc.).

xi. A site survey shall be conducted at final disposition and provided to all co-owners.

c. **Elevated Structures**

i. FAA lighting requirements for stacks and radio towers must be maintained until stacks/radio towers are demolished.

ii. Must document "as left" condition of altitude tanks for fire protection and demolition scoping.

d. **Transformers**

i. All transformers must be catalogued.

ii. PCB analysis must be performed on each applicable unit and plans made for proper handling/disposal. Any container potentially containing oil-filled electrical equipment such as transformers, regulators, capacitors, and bushings must not be disturbed without obtaining approval from the Decommissioning Operator. Contractor ***must assume*** that unlabeled oil-filled electrical equipment is **PCB Contaminated** (50 to 499 ppm). (Equipment with greater than 499 ppm is referred to as PCB.) Any leakage from a PCB or PCB Contaminated container must be reported to the Decommissioning Operator immediately.

iii. Determination made as to which transformers will remain in service for site power and plans developed for ongoing O&M with plant that will have responsibility pre-demolition.

iv. Determination made if any transformers are EAL system spares or backups that need to be moved to other sites; if not EAL-system spares or backups, transformers to be disposed pursuant to Decommissioning Agreement terms

v. Engage TOC to develop plan for de-termination and disconnection from grid power and DC power sources; engage TOC/DOC early to plan grid disconnection, control system status, and repower equipment needing offsite distribution.

vi. Remove and dispose oil from all transformers/OCBs that will remain on site until demolition
vii. Engage Decommissioning Operator's Supply Chain experts (for Entergy, Investment Recovery) or Project Management Company's Supply Chain experts to determine if any plant equipment may have use or value elsewhere as salvage equipment versus the potential value as scrap materials.
viii. NERC - coordinate with the site NERC Champion how the shuttering process impacts compliance until all grid connections are removed.

e. **Pressurized Systems**

i. Natural gas fuel supply must be disconnected, air gapped, and vented.
ii. Hydrogen for turbine cooling vented and removed from site.
iii. CO2 fire suppressants vented and removed from site.
iv. Other fire suppressant systems rendered inactive per approved disposal methods
v. All portable gas cylinders collected and removed from site, with all fill valves removed prior to recycling.

f. Fluid Filled Systems

vi. All water filled systems must be drained to prevent freezing or unauthorized release due to broken lines.
vii. All day tanks and piping must be fully drained. Chemicals shall be labeled and transported for use to other sites or disposed of in accordance with governing regulations.
viii. Documentation must be made of "as left" condition of circulating water lines.

g. River Structures

ix. Docks must be placed in Caretaker Status if not used.
x. Lighting requirements on docks must be maintained until demolished.
xi. Levee District or Coast Guard requirements for structural condition must be maintained.
xii. Determination must be made of all future Section 10 work and permit lead time, requirements for levee inspections, and maintenance of all access roads.

III. Contractor Requirements

a. **Contracting**

i. Contractor(s) selected for work on site must agree to terms and conditions that are typical for such complex transactions and must include provisions substantially similar to EAL's standard contract provisions governing risk of loss, indemnification for third party property damages and injuries, coemployment risks, insurance requirements, compliance with applicable laws, environmental compliance, and disclaimers of types of Decommissioning Operator's liabilities for consequential, indirect, special, or punitive damages.
ii. Decommissioning Operator's terms and conditions with Contractor must include, at minimum, the Minimum Necessary Terms and Conditions attached to as Exhibit A-1. The Minimum Necessary Terms and Conditions are not intended to be exhaustive but include the topics and positions that AECC and EAL will include in agreements with Contractor(s) and Subcontractor(s) selected for work.
iii. The Decommissioning Operator must obtain the liability protections contained in the Exemplar Terms and Conditions (Ex. A-1) for itself and the benefit of all other co-owners, both directly and as third party beneficiaries. Decommissioning Operator must ensure that it is not placed in a more favorable position than any co-owner concerning liability protections obtained from selected Contractor and subcontractor(s).

b. **Certifications**

i. RFP Bidders must have an Arkansas Contractor's License issued by the State Licensing Board. All successful bidders must file with the state Contractor's Licensing board a surety bond in the amount of $10,000.00 before work can begin. Non-resident bidders must file with the Director of the Department of Finance and Administration a surety bond in the amount of 10% of the bid price before work can begin. The bond is required by law.

ii. Contractor Safety Representative, discussed below, must have a minimum of three (3) years in construction safety, hazard recognition, accident investigation and root cause analysis. Contractor Safety Representatives must possess a recognized safety designation from the following list including, but not limited to, CUSP, CSST, OHST or COSS. Proficiency and proof of completion of OSHA 510 and/or OSHA 511 courses may serve as a substitute to required designation.

c. **Safety**

i. Contractors/subcontractors must meet the following safety requirements to be selected:

1. Three-year average Total Recordable Incident Rate (TRIR) ≤ 100% of the North American Industrial Classification System (NAICS) code for appropriate industry;

2. Three-year average Days Away Restricted or Transferred (DART) ≤ 100% of the North American Industrial Classification System (NAICS) for appropriate industry;

3. No fatalities within the last three years
4. No OSHA Willful or Serious citations within the last three years;
5. In business for at least three years.

d. **Sub-contractor Selection**

i. RFP bidders to include in their proposal a list of potential subcontractors and a management plan for subcontractors.

ii. Selected Contractor shall identify all subcontractors that will be mobilized on site. All subcontractors shall be approved in advance by Decommissioning Operator. All subcontractors must be identified, reviewed and approved prior to executing a contract. Any subcontractor changes after contract execution must be approved by Decommissioning Operator.

iii. Decommissioning Operator has complete discretion to reject any and all subcontractors.

IV. Security and General Safety Requirements

a. **Security**

i. Contractors shall be responsible for tracking the presence of all site personnel and visitors on each job location. Contract personnel must sign a log sheet, daily, which identifies personnel on site.

ii. Contractors shall prevent unauthorized access to the jobsite by any vehicle or personnel. When not in use, all doors and gates shall be locked and secured.

iii. Possession of weapons (including, but not limited to, firearms or ammunition) on site by Contractor, subcontractors, or visitors are strictly prohibited.

iv. Contractors shall submit a security plan to Decommissioning Operator for review. Decommissioning Operator will ensure 24-hour security from qualified personnel occurs for work site and any other off-site storage facilities, to be performed either by Decommissioning

Operator, Contractor, or a subcontractor. All existing perimeter fences shall be maintained through the completion of all Decommissioning Activities

v. Decommissioning Operator to develop security and safety plan for the period during deactivation and for long-term post-deactivation/pre-demolition
vi. Decommissioning Operator shall work with the site NERC Champion or other NERC experts to determine what site status updates must be provided to NERC and when from deactivation to completion of demolition.
    1. Notify NERC via prc-001@entergy.com of unit status changes

b. **Safety**

i. It is incumbent upon the Contractor and all subcontractors to perform all tasks with safety as the highest priority. Contractor shall be responsible to correct any unsafe or environmentally hazardous condition(s) caused by contractor or a subcontractor. Decommissioning Operator has the right and obligation to shut down any work for any health, safety, or environmental issues, whether caused by Contractor, subcontractors, or another party.
ii. Contractor is required to have a dedicated company safety representative on the project full time for the duration of the project or to support baseload crews. A minimum of 1 safety representative is required per 25 personnel. This individual shall have no other duties or responsibilities other than safety.
iii. Observing and managing fatigue and the health and welfare of employees is of the utmost importance. At no time shall crew members work more than 14 consecutive days without a minimum one-day break. Crew schedules to be reviewed by Decommissioning Operator prior to the start of work and maintained on file.
iv. Contractor must implement at Lock Out, Tag Out system with a Hazardous Energy Control Procedure (HECP) and additional Personal Protective Equipment (PPE).
v. While on the Owner's property, all contractor and subcontractor personnel must have a photo ID. Proof of completion of the appropriate training courses successfully completed will be maintained on file.
vi. The following incidents shall be promptly reported to all co-owners as well as any corrective action plan, timeline, and report on final measures undertaken:
    1. Serious Injury, Illness or Fatality (SIF)
    2. High impact – Potential Serious Injury/Illness or Fatality (PSIF)
    3. Willful or serious OSHA violations;
    4. Willful violations of Decommissioning Operator procedures
vii. All electrical sources must be tested and marked to verify no voltage is present.
viii. Decommissioning Operator to work with their Risk Engineering and Insurance experts to identify areas where fire protection systems will no longer need to be tested and identify specific fire protection equipment that can be removed from service.
ix. Plan and cost estimate must be Developed for maintaining fire protection elements that will need to remain in service.
x. Decommissioning Operator shall have site-specific environmental and safety orientations for Contractor employees.
xi. Contractor shall submit a draft specific Safety Plan after award but prior to mobilization; the Decommissioning Operator will meet and review the contractor and subcontractor Safety Plans to ensure they are acceptable and attempt to prevent/mitigate known risks.
xii. Contractors shall have in place for each work location an Emergency Response Action Plan, which will be reviewed and approved by the Decommissioning Operator. The plan must include:
    1. 911 address, GPS coordinates;
    2. A process for reporting medical emergencies, fire emergencies, inclement weather, rescue plans, terroristic threats and other emergent situations;

3. Muster points, evacuation routes, rescue from heights, bomb threats, active shooter plan, reporting medical and fire emergencies and other emergent situations;
4. Contact information for all key personnel on location as well as Decommissioning Operator Telephone numbers and locations for hospitals, medical clinics, fire, police, and emergency medical services;
5. In the case of an emergency, the person in charge of a crew, project or scope of work shall be responsible for making the determination of the severity of the incident and make the appropriate call to 911, or determination of transportation to the closest facility to provide care, taking into consideration location and impact to generation facilities and other facilities to be notified; and
6. Contractor shall develop an inclement weather plan that includes lightning and extreme weather conditions. Weather conditions should be monitored continuously, and the affected employees should be notified of the weather conditions and the measures put in place to protect employees from inclement weather.

xiii. The contractor Safety Representatives and Field Supervision will be required to perform at minimum one (1) safety observation per week in the field. The safety observation should be informative, providing details on the strengths and opportunities coached on weekly. Contractor Safety Representative will identify best practices, trends and action plan to eliminate weaknesses.

xiv. Safety and Field Supervision is expected to visit work locations daily to review safety with crews including Job Hazard Analyses (JHAs), hazard recognition coaching, strengths, opportunities to improve and corrective actions needed to enhance safety awareness for everyone associated with work in the field.

xv. The Decommissioning Operator may request, depending on circumstances, specific safety stand downs be conducted by the Contractor determined by safety events, safety alerts and other general safety matters. Where appropriate, recovery plans should be requested by the Decommissioning Operator to address specific safety concerns.

xvi. All incidents, accidents, close calls, good catches, first aids and property damage experienced shall be reported to the Decommissioning Operator, investigated and analyzed by qualified personnel. Root cause analyses and causal determination reports shall be performed for significant incidents, injuries (SIF/PSIF) and close calls. Corrective actions will be developed, implemented, and monitored to determine the effectiveness in preventing re-occurrence. Decommissioning Operator may request a root cause/causal determination for any event (not just SIFs/PSIFs).

xvii. In the event of a significant or serious accident (SIF/PSIF), the accident scene shall not be disturbed until the Decommissioning Operator has an opportunity to review and investigate the scene with the Contractor and, if necessary, law enforcement or emergency responders. The exception to this requirement is for circumstances or conditions where imminent danger exists to those providing emergency services at the scene of the incident.

xviii. As soon as any injured employees are out of harm's way and receiving medical care (if needed), Contractor shall notify the Decommissioning Operator within two hours with preliminary accident information. The Decommissioning Operator's oversight personnel assigned to the project should be contacted first. An initial report (including possible photographs) of any injuries or significant events is required within 24 hours of the incident identifying causes and corrective actions. A root cause/causal determination of the incident shall be procured by the Decommissioning Operator within five business days from the event.

xix. For Safety Critical Activities, the Contractor or subcontractor shall provide written detailed work plans to be approved by the Decommissioning Operator. The appropriate controls must then be implemented to reduce the level of risk determined. Specific oversight may be required as an appropriate control.
    1. Safety Critical Activities include: Hot Surfaces, Moderate Risk to Environmental Compliance, Adverse Weather, Non-Hazardous Chemicals and Solvents, One-time Exertion or Repetitive Motion, Excessively Heavy Materials/Tools > 50 lb., Uneven, Unpaved or Slippery Surfaces, Sharp Hand Tools/Power Tools that Rotate or Vibrate Quickly/Excessively, Collision Loss of Control (Diving), Fire or Explosion, Exposure to Primary and Secondary Voltage, Engulfment and Cave Ins, Confined Spaces, Elevated Locations (Falls) >4ft, Cranes and Heavy Equipment, Rigging and Hoisted Loads, Operation of Helicopters, Release or Exposure to Toxic, poisonous or pathogenic materials, and Potential Significant Impact to Environmental Compliance.

xx. Proper traffic control must be in place when transporting materials, offloading materials near roadways, and accessing/egressing roadways as well as when occupying areas adjacent to traffic lanes.

xxi. Visitors must be escorted at all times inside the jobsite or construction work area.

xxii. Anyone associated with the project has the right to STOP work for any safety or potential safety concerns at any time. Decommissioning Operator has the right and obligation to ensure the Contractor addresses any and all conditions that create unsafe or environmentally unfriendly conditions.

xxiii. At a minimum, foremen and above shall be certified in CPR/FA/AED and be available to administer CPR. Each work location must have multiple individuals certified and capable of administering CPR. At no time shall any specific work site not have designated personnel assigned to administer CPR.

xxiv. A JHA must be performed by contractor personnel and subcontractors daily in order to seek ways to eliminate hazards through engineering or administrative controls; if the job scope is changed, the JHA must be updated and reviewed by entire crew. All crew members must participate and be actively engaged in the JHA development. The JHA shall be explained to and signed by all employees on the jobsite. Should additional persons come onto the jobsite, they are to be briefed and must sign the job briefing. The job briefing shall cover at a minimum the following areas:
    1. Work Procedures – scope of work for the day
    2. Energy Source Controls (if applicable)
    3. The task steps, the hazard and the elimination or mitigation (if elimination cannot be achieved)
    4. Personal Protective Equipment (PPE) required
    5. Emergency Procedures – a specific site Emergency Action Plan is required for all job locations – separate from the JHA but attached to the JHA
    6. A review of the applicable Decommissioning Operator safety manual referencing sections pertaining to the task at hand

xxv. Trained designated spotters are required for the below activities:
    1. While operating machinery near existing power lines, bus work, foundations; equipment, steel, buildings, pipe racks, process equipment and in congested areas;

2. When entering or moving a vehicle or machinery in a congested area;
3. When there is poor visibility (night, steam in area, poor lighting, blind corners, etc.);
4. When pedestrians/co-workers or other personnel are in close proximity to motor vehicles or machinery;
5. When operating machinery around excavations, water or canals; and
6. When equipment is moving within a substation and/or on the T-Line RO

Any exceptions to the above conditions to must be approved in advance by Decommissioning Operator.

xxvi. If work is to be conducted near or within Critical Infrastructure, the contractor/subcontractor must comply with respect to Reliability Standards to safeguard the Bulk Electric System (BES). A preliminary grounding plan must be submitted prior to the associated work taking place and must be reviewed by the appropriate contractor/subcontractor and Decommissioning Operator oversight in the field. For high risk evolutions or infrequently performed activities with complex grounding schemes, a written, detailed grounding plan must be submitted.

xxvii. All UAS operation shall comply with 14 CFR Part 107 – "Small Unmanned Aircraft Systems," and/or Entergy System Policies & Procedures Aircraft Governance Policy – which establishes minimum standards for all employees, contractors and subcontractors who engage in Aircraft Operations around or near Entergy facilities or rights-of-way.

xxviii. Contractor shall comply with all AECC and EAL Site safety manuals, policies, procedures and guidelines.

xxix. Contractor must furnish its employees, agents, and subcontractors with all necessary PPE (minimum of safety-toed shoes, hard hats, safety glasses with side shields, hearing protection, and any other PPE necessary to perform the work in a safe manner)

xxx. Contractor must supply Decommissioning Operator with a safety data sheet for any chemicals they might use no less than two weeks before use.

xxxi. For work in any areas classified as secure areas, contractor's employee(s) must obtain a Transportation Worker Identification Card ("TWIC") from the Department of Homeland Security ("DHS") at contractor's cost.

xxxii. All reasonable care and caution will be taken to mark, barricade, and protect open holes and/or hazardous areas. Use of caution and danger tapes requires specific tags to be attached stating the purpose of barricading, who installed the tape, and the date installed.

xxxiii. Only Contractor or subcontractors duly qualified may performed specialized work. All contractors must provide any applicable certifications or documentation for qualified workers for any specialized work prior to or while work is being performed when requested. (E.g. Rigging, Crane Operators, welders, etc.). All contractors must provide any applicable regulatory safety training documentation prior to or while the work is performed when requested. (E.g. If contractors are working in confined spaces, CSE entrant training per 29 CFR 1910.146 would be provided).

xxxiv. Contractor's employees or subcontractors shall not work with, transport, or clean up any hazardous substances unless they are appropriately trained according to Federal and state regulations, including but not limited to the following: RCRA, CERCLA, TSCA (such as PCB and asbestos), DOT Hazardous Materials, OSHA Hazwoper 1910.120, OSHA substance specific regulations, such as asbestos, lead, and state substance specific regulations. Contractor or subcontractors offering services to work

with or clean up hazardous substances shall be appropriately licensed, with workers trained and certified in the state(s) for which the service applies, if required by regulation.

xxxv. Contractor shall notify the Decommissioning Operator immediately if there is an uncontrolled release of any hazardous material. An "uncontrolled release" means that other personnel, whether Contractor employees, Entergy employees, or emergency spill contractors, must be brought to the spill location to stop or contain the release

V. Specific Activities to be Completed Prior to Demolition

a. The pre-demo phase includes:
   i. Regulated Materials Analysis (RMA): Conducted by a contractor under the Decommissioning Project Management Contractor supervision to identify and quantify regulated materials for abatement or remediation. Results help develop budget estimates and the Technical Specification for demolition.
   ii. Technical Specification Development: Created by the Decommissioning Project Management Contractor with the DDD project team, including the demolition and security plan.
   iii. Request for Proposal (RFP) and Demolition Contractor Selection:
   iv. Use the Scope of Work to select a Demolition Contractor.
   v. Complete and validate an environmental impact statement for the plant site and the surrounding area within one mile.
   vi. Consider the impact on nearby schools, hospitals, daycare centers, and public venues in the RFPs.
   vii. Achieve an executed contract with a Demolition Contractor.

VI. Demolition/Decontamination:

a. Initial Walk Down: The DDD Project Team will conduct a walk-down to identify issues and ongoing activities.
b. Clearing Isolation Tags: Before mobilizing the Demolition Contractor, the Project Manager and Technical Specialist will clear all isolation tags with the Parent Facility and local T&D resources.
c. Weather Station Installation: For RACM and odorous chemical removal, a weather station will be installed to collect data on wind, humidity, precipitation, and temperature.
d. Explosive Demolition Notice: If explosive demolition is planned near an active substation or switchyard, a 45-day notice will be given to relevant authorities and local agencies.

VII. Decommissioning-Specific Environmental Requirements (Specific to Deactivation, Decontamination, and Demolition; Does Not Include Matters Addressed in Environmental Agreement (e.g., Coal Ash Compliance).

a. All decommissioning-specific environmental mitigation/remediation shall be performed pursuant to local, state, and federal law, including permitting requirements. Contractor is required to ensure that all activities and subcontractor activities are compliant with state and federal law at all times, including specifically for environmental and hazardous substances. Contractor must

provide employees, who are already trained in Federal, State, and local environmental regulations.

b. Contractor shall be responsible for any damages arising from acts of negligence or omission committed by any Contractor employee or Subcontractor retained by the Contractor in the performance of this Work, including remediation costs.

c. Contractor must conduct a Regulated Materials Assessment (RMA) to identify and quantify regulated materials and regulated wastes for abatement or remediation across operational areas and structures (Asbestos, Mercury, Lead, Radioactive Devices, PCBs, etc.).

c. **Waste disposal**

i. Documentation shall be made of any known areas of buried wastes or materials

ii. Engage early in waste disposal, assist with decontamination, ensure waste manifests go to the Environmental Support office, verify landfill approval, and confirm shipment to an Entergy-approved vendor. Request waste stream lists from Demolition and provide necessary analysis.

d. Establish plans for the ongoing monitoring and treatment of known Regulated Asbestos Containing Materials (RACM) and Presumed Asbestos Containing Materials (PACM) between deactivation and demolition to comply with applicable regulations.

e. Ongoing treatment and monitoring requirements. Establish plans for the ongoing monitoring and treatment of environmental areas, equipment, and facilities not governed by the Environmental Agreement between deactivation and demolition to ensure compliance with applicable environmental, health, and safety regulations.

f. Closure of waste facilities. Site waste facilities not governed by the Environmental Agreement shall have inventories properly disposed with areas, equipment, and structures cleaned and remediated prior to demolition.

i. All wastes generated during waste facilities closure shall be disposed in accordance with the terms of the Waste Disposal section above and applicable regulations.

g. Contractor must maintain Storm Water Pollution Prevention Plan (SWPPP), Storm Water Permit, ensure compliance with the site's NPDES permit, and ensure Best Management Practices to prevent erosion and control sediment.

c. **Lubricating Oil and Refrigerants**

i. Decommissioning Operator shall ensure documentation of equipment and lines that will need to be drained

ii. Documentation shall be made for anything that cannot be drained for demolition scoping

iii. Engage Decommissioning Operator's Supply Chain experts (e.g. Entergy Investment Recovery) or Project Management Company's Supply Chain experts to determine if oils recovered from site have resale value versus the cost of disposal.

iv. Contractor must comply with regulations for HVAC refrigerant recovery and disposal.

d. **Fuel Oil**

i. All tanks, transfer piping, pumps and tank heaters shall be emptied.

ii. All piping up to burners shall be drained.

iii. Documentation must be made of any areas that cannot be drained for demolition scoping.

e. **Air Permits**

i. CEMS equipment will stay in service until all reporting requirements are expired

1. CEMS equipment shall be transferred to another site depending on age and condition.
2. Consultation will be made with Entergy Environmental Services about retaining CEMS backup information.

f. Contractor shall not cause dust or visible emissions from activities or equipment operated on site such that the opacity of these emissions exceeds 5% at the boundary of the facility as determined by EPA Method 9 except for open burning for land clearing activities approved by the applicable state/regional environmental authority. Open burning of debris may only occur after Contractor

has obtained all necessary open burning permits from any state/regional and local authorities and provided copies to the Decommissioning Operator.

g. Contractor shall not bring or use on site any storage tanks, fuel burning equipment, batch plants, material storage silos, or dust collection equipment without prior approval of the Decommissioning Operator. Contractor shall not bring or use any equipment on site that may be subject to air emissions permitting without prior approval of the Decommissioning Operator.

h. Contractors shall ensure all containers and products containing Class I or Class II substances used or brought on site are appropriately labeled in accordance with 40 CFR 82, Subpart E. Contractors servicing motor vehicle air conditioners shall ensure they are in compliance with the requirements of 40 CFR 82, Subpart B.

i. Contractors maintaining, servicing, repairing or disposing of stationary equipment and appliances shall not knowingly vent or release into the environment any Class I or Class II substance used as a refrigerant in such equipment. All Contractors opening appliances for servicing, maintenance, or repairs, or disposing of these appliances must be certified and must use approved equipment to evacuate or recycle the refrigerant. Contractors shall comply with the leak prevention requirements for commercial refrigeration and industrial process refrigeration equipment containing more than 50 pounds ozone-depleting substances.

c. Decommissioning Operator must locate and catalogue PCB and mercury containing equipment, including: Mercoid switches, level or flow gauges, thermometers, barometers, manometers, and fluorescent ballast. Decommissioning Operator must verify office ceilings and any abandoned lighting do not contain fluorescent ballasts.

d. Decommissioning Operator must locate and catalogue sealed radioactive sources (smoke detectors, static eliminators, gas chromatograph detectors, self-luminous devices, fill or flow gauges)

e. Decommissioning Operator must locate and identify contamination or known encumbrances from previous spills, releases, etc. for demolition scoping.

f. Contractor is responsible for proper management of waste on site as directed by applicable regulations, including disposal, and for coordinating with Decommissioning Operator to ensure compliance. All unused or reusable materials including all unused, out-of-date, and/or off-specification materials brought on site by the Contractor shall be removed at the end of the job and constitute the property of Contractor. Contractor shall employ best management practices (BMPs) to help reduce any stormwater pollution from the use and storage of waste.

c. **<u>Chemicals</u>**

   a. All chemicals must be removed from site.
   b. Decommissioning Operating must coordinate with EAL environmental due to change in waste generator status
   c. Bulk tanks emptied to “closed” status and contents disposed
      1. Samples needed for profiling if not already in the plant profile
         a. Water treatment plant
         b. Wastewater chemicals
         c. Boiler chemicals
         d. Cooling water chemicals
         e. Glycol
      2. Investigate if chemicals can be used at another site instead of disposal
      3. Recover bulk gases from storage tanks and label them “empty.”
   d. Small quantities lab-packed for disposal
      1. Collect and inventory for profiling
      2. Non-bulk totes must be sent back to vendor or disposal by decommissioning team
   e. Universal wastes collected and must be sent for disposal or recycle, including
      1. Lighting wastes;

i. all used lighting ballast must be placed in open-head 55-gallon drums appropriately labeled with the identity of the contents “Used Lighting Ballast”, Contractor name and date, with the lid closed except when adding or removing ballast.
ii. all used lighting waste (fluorescent bulbs, high intensity discharge lamps, and incandescent lamps) mut be placed in approved containers designed to prevent breakage. The containers shall be labeled or marked with the words or label, “Universal Waste”, date, and identity of the contents (i.e., HID Lamps)

2. Batteries; and
   i. all used batteries must be placed in open-head 55-gallon drums appropriately labeled with the identity of the contents “Used Batteries”, Contractor name and date, with the lid closed except when adding or removing ballast.
3. Intact devices containing mercury.
   i. Any mercury containing wastes such as switches, broken lighting tubes, thermometers, etc., shall be double bagged by the contractor in sealed plastic zip-lock type bags, and appropriately labeled with the words or label, “Hazardous Waste”, the date, and description of contents and the Contractor name.

j. Cooling tower basins and neutralization basins must be emptied and cleaned
   i. Cooling tower basin sludge to be treated as Asbestos Containing Materials unless testing proves otherwise due to the known presence of transite materials in the cooling tower fill
k. Oil water separators must remain in service throughout deactivation process.
l. Decommissioning Operator at Independence must coordinate with EAL environmental concerning ongoing water permitting compliance until decommissioning is complete.
   m. This includes storm water permit and plan, coordinating discharge samples and operating drainage pumps.
n. Contractor shall be solely responsible for all Federal, State, and local Environmental or Safety fines, penalties, etc. where the Contractor is responsible for the occurrence. The Contractor shall be responsible for ensuring that the subcontractor abides by all applicable Federal, State, and local environmental regulations and ordinances. Contractor shall be responsible for remediation costs incurred as a result of environmental damages/releases from their operations. Contractor shall immediately notify Decommissioning Operator of environmental damages or releases observed/caused/known during the execution of the contract.
o. Contractor shall comply with hazard communication requirements found in 29 CFR 1910.1200, (OSHA) Hazard Communication Standard for all hazardous chemicals used on site during the course of the job. The Contractors shall label in accordance with 20 CFR 1910.1200 all portable containers into which hazardous chemicals are transferred that are not intended for immediate use by the employee who performs the transfer. The Contractor shall provide either the Decommissioning Operator with SDSs for all hazardous chemicals expected to be brought on site and shall obtain approval for the chemicals at least 30 days prior to bringing them on site. Labeling shall indicate the hazardous material contained in the container and provide hazard warnings. All containers shall be adequately labeled at all times as to contents and hazards in compliance with the OSHA Hazard Communications Standard and with the name of the Contractor who either owns the container or is responsible for its use.
p. If Contractor or a subcontractor uses Extremely Hazardous Substances or CERCLA Hazardous Substances in an amount equal to or greater than the reportable quantity, the Contractor shall provide an emergency response plan to the Decommissioning Operator. Contractor shall immediately notify the Decommissioning Operator if there is a release or anticipated release off site of Extremely Hazardous Substances or CERCLA Hazardous Substances.
q. Any hazardous materials removed from the site must be properly packaged, described, marked, labeled, and/or placarded, and are accompanied by correct shipping papers as required by the DOT regulations. Only individuals with proper training that comply with all DOT Hazardous

Materials regulations, as well as substance specific transportation requirements by EPA and OSHA, may remove hazardous materials from the site. Individuals removing hazardous materials from the site much provide current registration with DOT and each transport vehicle for hazardous materials shall have emergency response information readily available.

i. Contractor shall ensure all containers of chemical products including but not limited to lubricants, grease, cutting fluids, oils, solvents, degreasers, cleaners, paints, coatings, paint thinners, glues, adhesives, resins, desiccants, or any water soluble material shall be kept closed at all times except when adding or removing materials. Contractor shall store all chemicals and liquid fluid materials in temporary storage facilities. Incompatible chemicals shall not be stored in the same temporary storage facility. All chemicals stored in a temporary storage facility shall be elevated by use of pallets or similar devices to prevent contact with any accumulated rainfall or spilled material within the containment area and to facilitate leak detection. Temporary storage facilities shall be covered during non-working days and prior to rain events. In the event of spills or leaks, contaminated rainwater and spill material shall be placed into drums after each rainfall event. These drums shall be handled as hazardous waste unless testing determines them to be non-hazardous. Drums shall not be double stacked. Non-hazardous waste shall be disposed of pursuant to law and the Decommissioning Operator's directive.
    a. Temporary storage facilities shall provide for a spill containment volume equal to 1.5 times the volume of all containers and be able to contain precipitation from a 25 year storm event, plus 10% of the aggregate volume of all containers within its boundary. Temporary storage facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.
    b. In the event of spills or leaks, accumulated rainwater and spill material shall be placed into drums after each rainfall event. These drums shall be handled as hazardous waste unless testing determines them to be non-hazardous.
j. Contractor shall employ appropriate signage at temporary storage facilities to indicate any hazards present, precautions or prohibitions (i.e., "no smoking or open flame") required to ensure the safe storage of the chemicals present and to prevent accidental releases.
k. Contractor shall store all hazardous waste in temporary accumulation facilities or in satellite accumulation area. The Contractor shall manage waste in accordance with the appropriate Arkansas (Regulation 23, Section 262) and EPA (40 CFR Part 262) hazardous waste generator accumulation rules. Temporary hazardous waste accumulation facilities shall provide for a spill containment volume equal to 1.5 times the volume of all containers and be able to contain precipitation from a 25 year storm event, plus 10% of the aggregate volume of all containers within its boundary. Temporary hazardous waste accumulation facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours. Temporary hazardous waste accumulation facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spill material shall be placed into drums after each rainfall. These drums shall be handled as hazardous waste unless testing determines them to be non-hazardous. Temporary hazardous waste accumulation facilities shall provide sufficient separation between stored containers to allow for inspection, spill cleanup, and emergency response. Container labels shall also be clearly visible. Incompatible waste shall not be stored in the same temporary hazardous waste accumulation facility. Temporary hazardous waste accumulation facilities shall be covered during non-working days and prior to rain events. Temporary hazardous waste accumulation facilities shall be inspected weekly for the presence of rainwater inside the containment, open or damaged containers, container closure, correct labeling and marking, spills, leaks, container integrity and general housekeeping
l. Contractor shall collect and dispose of any used or waste EHC fluid in closed head 55-gallon drums appropriately labeled with Contractor's name and date, with drums closed at all times except when adding or removing waste.

i. Contractor/Subcontractors shall dispose of all oily absorbent pads or rags in trash receptacles. Such Pads and rags must not contain any hazardous waste such as ignitable or combustible solvents or chlorinated organic compounds.
j. Contractor/Subcontractors shall segregate and place all empty or discarded aerosol cans in properly labeled recycling containers, with lids closed at all times when not adding or removing cans.
k. Contractor/Subcontractors shall place all used or spent ion-exchange or stator cooler resins in open head 55-gallon drums appropriately labeled with the identity of the contents, Contractor's name and date, with lids closed at all times when not adding or removing wastes.
l. Contractor/Subcontractors shall place all surface preparation waste and used blasting media in open head 55-gallon drums appropriately labeled with the identity of the contents, Contractor's name and date, with lids closed at all times when not adding or removing wastes.
m. Contractor/Subcontractors shall arrange for regular sanitary/septic waste collection and off-site disposal by reputable, licensed sanitary/septic waste haulers.
n. Contractor/Subcontractors shall immediately clean up and containerize petroleum contaminated soils resulting from spills in and around storage tanks, reservoirs, and containers of virgin or used fuels, oils, hydraulic fluids or used oil. The containers shall be labeled with wording or labels identifying the contents, the Contractor's name and the date. Containers shall be kept closed at all times except when adding or removing waste.
i. Contractor/Subcontractors shall collect and place all waste antifreeze or ethylene glycol in a closed head 55-gallon drum appropriately labeled with subcontractor's name and date, with lids closed at all times when not adding or removing waste.
j. Contractor/Subcontractors shall not disturb or dispose of asbestos containing materials including but not limited to thermal insulation, surfacing, floor tiles, gaskets, seals, and Transite asbestos cement panels. Asbestos removal and/or repair must be conducted by an Asbestos Contractor licensed by the Arkansas Department of Environmental Quality utilizing properly trained and certified Asbestos Abatement Workers.
    a. Suspected asbestos containing material is any material that is not metal, glass, wood, plastic, or cinder block. If there is inadvertent contact with known or suspected asbestos containing material, it must be reported to the Decommissioning Operator immediately.
    b. Contractors offering asbestos abatement services must be appropriately licensed, with workers trained and certified in the state(s) for which the service applies. Any Contractor performing asbestos abatement shall meet all Federal, state, and local regulations governing asbestos containing materials. This includes, but is not limited to, the OSHA General Industry Asbestos Standard, the OSHA Construction Asbestos Standard, the EPA NESHAPS Subpart M, DOT transportation requirements, and state asbestos regulations and solid waste regulations**.**
k. Contractor/Subcontractors shall avoid over spray of concrete curing compounds, minimize the drift of the curing compound, and direct finishing water blasting operations away from facility stormwater drains, watercourses, conveyances, and surface impoundments. Protection must be done of storm drain inlets in the immediate area during the application of curing compounds and finishing sand blasting operations. Washout of concrete trucks or truck waste must occur offsite or in designated areas subject to the approval of Decommissioning Operator. Contractor shall ensure concrete wash out and concrete wastes do not contaminate facility storm drains, watercourses, conveyances, and surface impoundments.
l. Any air dryer desiccant that does not contain free liquids must be placed in trash receptacles. Contractor shall puncture and hot drain all used fuel, lubricating oil, and hydraulic oil filters into a labeled filter collection drum containing adsorbent media; once drained, the filter must be placed in trash receptacles.

m. Any used oil shall not be removed that was generated by Contractor's activities. The Contractor or subcontractor(s) must label all tanks, drums, and containers that contain used oil with the words **"Used Oil"** and shall keep all tanks and containers of used oil securely closed with bungs. Vents should also be in place except when adding or removing oil. Used oil must not be mixed with other substances.

n. Contractor/Subcontractors shall collect and place all used or waste gasoline in closed head 55-gallon drums appropriately labeled with the identity of the contents (i.e., "**Waste Gasoline, Hazardous Waste**", Contractor's name, and date unless alternate arrangements have been made between the Contractors and the Entergy Environmental Analyst or Contract Manager. The Contractor shall keep the drums closed at all times except when adding or removing waste. Waste Gasoline shall be stored away from open flames, sparks, and other sources of ignition.

o. Contractor/Subcontractors shall collect and place all used or waste diesel fuel, kerosene, or fuel oil in closed head 55-gallon drums appropriately labeled with the identity of the contents, Contractor's name, and date unless alternate arrangements have been made between the Contractors and the Entergy Environmental Analyst or Contract Manager. The Contractor shall keep the drums closed at all times except when adding or removing waste. Waste diesel fuel, kerosene, or fuel oil shall be stored away from open flames, sparks, and other sources of ignition.

i. Contractor/Subcontractors shall as much as possible fuel vehicles and equipment offsite. Where this is impractical, the Contractor may setup designated fuel areas on site. Fueling areas shall be located 50 feet away from facility storm drains, watercourses, conveyances, and surface impoundments and be constructed on level grades. The area shall be protected by berms and dikes to prevent runon, runoff, and to contain spills. The Contractor shall provide portable and/or stationary fuels tanks > 55 gallon capacity with secondary containment. Both the tank and containment shall meet the requirements of the SPCC. regulations and any applicable state and local laws or regulations. The Contractor shall conduct monthly inspections of the fuel tanks. Fuel tanks shall be protected from rainfall. The Contractor shall inspect and drain the secondary containment of fuel tanks after each rainfall. Rainfall collected within the containment that is contaminated with fuel shall not be discharged and shall be collected in suitable containers for disposal.

i. Vehicles and equipment cleaning must not occur on site. Diesel fuel specifically may not be used for cleaning. If vehicle maintenance must occur on site, the Contractor shall ensure that contamination of facility stormwater and soils will not occur. Leaking equipment shall be promptly repaired. Contractor shall segregate waste such as greases, used oil or oil filters, antifreeze, cleaning solutions, vehicle and equipment batteries, hydraulic fluids, and transmission fluids and manage and dispose of these wastes as directed.

j. Contractor/Subcontractors shall immediately report any instances where oil or hazardous substances are spilled, leaking, or improperly stored or released.

k. Individuals undertaking lead or cadmium abatement services must be appropriate trained and certified in Arkansas and shall meet all Federal, state, and local regulations governing lead-containing materials, including, the EPA Lead and Copper Rule for Drinking Water, EPA "The Lead Ban: Preventing the Use of Lead in Public Water Systems and Plumbing Used for Drinking Water", EPA Lead Based Paint Regulation (40 CFR Part 745), OSHA Lead In Construction (29 CFR 1926.62), OSHA Lead Standard (29 CFR 1910.1025), US Department of Housing and Urban Development (HUD) "Lead Based Paint: Guidelines for Hazard Identification and Abatement in Public and Indian Housing", RCRA hazardous waste regulations (40 CFR 240-281)(includes cadmium), DOT transportation requirements, and state lead regulations and solid waste regulations. Contractor shall notify the Decommissioning Operator immediately if there is inadvertent contact with known or suspect lead or cadmium containing material.

i. Contractor/Subcontractors shall ensure that all discarded containers (i.e., drums, buckets, cans, pails) meet the EPA's definition of empty prior to disposal.

VIII. Finalizing Decommissioning Activities

a. A Final Site Inspection must be conducted that verifies:
   i. The site has been cleared of all debris.
   ii. The ground has been sloped for proper drainage to prevent ponding.
   iii. The site has been seeded for vegetative ground cover to prevent erosion.
   iv. A Final Closure Document must be produced by Decommissioning Operator and Decommissioning Operator's Project Management Company. This document will include:
      1. Documentation of the submittal, execution, and closure of all permits, plans, and notices;
      2. Summary of profiles, quantification, and manifests for all wastes generated and shipped; and
      3. Quantification of all scrap produced and shipped during dismantlement.

IX. Record and Reporting Requirements

a. Decommissioning Operator shall ensure that all relevant records generated between deactivation and demolition are properly retained in accordance with Operator's record retention policy and applicable regulations.
b. Decommissioning Operator shall have access to site technical drawings, manuals, procedures, specifications, and reports from site operations deemed necessary to decontamination and demolition planning.
c. Decommissioning Operator shall maintain accounting records for the process to ensure accurate distribution of invoices and credits between contractors and subcontractors as well as project cost updates and forecasting. This shall include tracking the disposition of inventory and materials, including the associated invoices or credits, and providing records to support the disposition upon request.
d. Sufficient records will be procured and maintained to allow each individual co-owner to comply with any dismantlement reporting obligations on the timeline of their choosing.

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

Reliable Affordable Responsible

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services ("Agreement") is made and entered into on this [INSERT DAY] day of [INSERT MONTH], [INSERT YEAR] ("Effective Date"), by and between Arkansas Electric Cooperative Corporation (hereinafter referred to as "AECC") whose address is 1 Cooperative Way, Little Rock, AR 72209 and [INSERT ENGINEERING FIRM NAME] (hereinafter referred to as "Engineer"), whose address is [INSERT ADDRESS] (individually a "Party" and collectively the "Parties").

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the Parties, in accordance with the following terms and conditions, as follows:

ARTICLE I
FORMATION

1.1 Services. Engineer shall provide Services to AECC as more fully described in a Statement of Work consisting of, at a minimum, Attachments A through D (hereinafter defined). A Statement of Work shall be executed by a duly authorized representative of both AECC and Engineer for each project or subset of services to be performed by Engineer. The terms of this Agreement shall apply to each subsequently issued Statement of Work.

1.2 Definitions.

"Cure Period" shall be the period of time as defined in this Article VII.

"Coercive Practices" shall mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

"Corrupt Practices" shall mean the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution.

"Deliverables" shall mean the tangible or intangible Services produced by Engineer from Engineer's rendering of Services to AECC, which shall include but is not limited to, any and all data, plans, blueprints, recommendations, documents, drawings, record drawings, shop drawings, reports, abstracts, summaries, specifications and/or samples, whether in printed or electronic media format, developed for or delivered to us by you under the Agreement.

"Fraudulent Practices" shall mean an intentional misrepresentation of facts made (i) to influence the selection process or the execution of the Agreement to the detriment of AECC, or (ii) to deprive AECC of the benefits of free and open competition.

"Reimbursable Expenses" are actual, demonstratable, and well documented expenses which AECC agrees to pay Engineer with respect to the Services rendered under this Agreement, which are more particularly described in Attachment B herein.

"Services" shall mean all labor, material, equipment, tools, vehicles, transportation, storage, site preparation, construction, installation, equipping, testing, training and other things and actions necessary to complete and to perform the requirements and obligations set forth in Attachment B. The term Services shall also include in its meaning, the term Deliverables.

"Statement(s) of Work" shall mean a series of attachments to this Agreement, as revised from time to time by a mutually executed writing, which defines and specifies the Services to be completed by Engineer for AECC which is incorporated herein as if set forth word for word, consists of the following:

Attachment A – Authorization of Services Form (form authorizing Engineer to proceed with specific Services and the schedule by which those Services are to be rendered)

Attachment B – Services to be Provided by Engineer

Attachment C – Responsibilities of AECC

Attachment D – Payments to Engineer for Services and Reimbursable Expenses

Attachment E – Insurance

Statements of Work will be numbered consecutively and will include a description of the Services to be provided, the scope of the Services to be provided, a schedule for completion of the Services, compensation to be paid, other information as relevant, if any, and a signature of our Designated Representative.

"Term" shall mean the time period under which this Agreement is legally effective between the Parties as defined in this Article XIII, Section 8.1.

1.3 Entire Agreement/Amendment. Engineer acknowledges that, except as otherwise provided herein, the Agreement constitutes the entire agreement between AECC and Engineer and supersedes all prior agreements, whether written or oral, with respect to such subject matter period. This Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with the terms and provisions and without any strict construction in favor of or against either Party. The headings used and this Agreement or for reference purposes only, and will not be deemed to limit, expand or in any way affect the interpretation of any provision of this Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or amended except in writing signed by the Parties.

1.4 Order of Precedence. If there is any conflict between this Agreement and any subsequent Statement(s) of Work, this Agreement shall control.

ARTICLE II
ENGINEER'S OBLIGATIONS

2.1 Scope. Engineer shall provide, or cause to be provided, the Services set forth in Attachment B. All Services will be performed solely for the benefit of AECC and not for the benefit of any other person.

2.2 Commencement of Services. Services shall be undertaken only upon receipt by Engineer of a Statement of Work signed by both Parties. AECC shall not be liable for any Services performed or Deliverables provided, whether partial or complete, which are not supported by a corresponding Authorization of Services.

2.3 Time for Completion. The specific periods of time for rendering Services, the specific dates by which Services are to be completed, and the dates upon which any Deliverables shall be delivered, are hereby agreed to be of the essence and reasonable if provided in the Statement of Work. If AECC authorize changes in the scope, extent, or character of the Services, then the time for rendering, completion, or delivery of the Services and/or Deliverables, and the rates and amounts of Engineer's compensation, may be adjusted equitably, by a mutual agreement, in writing, signed by both parties. If no such writing is created, Engineer must comply with the times and dates set forth in the Statement of Work. If Engineer fails to complete the performance required in the Agreement within the time set forth, as duly adjusted, then AECC shall be entitled, subject to Article IX (Limitation of Liability) to the recovery of damages, if any, resulting from Engineer's failure to complete Engineer's performance.

2.3.1. Damages for Untimely Performance. Engineer agrees that Engineer's failure to complete the Services (or any phase thereof) by the date(s) specified in the Statement of Work may result in significant damages. If Engineer fails to perform the Services (or any phase thereof) by the date(s) specified in the Statement of Work, then AECC shall be

entitled to the recovery of all direct and indirect damages resulting from Engineer's untimely performance. If such damages are uncertain in amount or are difficult to determine, AECC shall have the right, at AECC's sole discretion, to deduct from and retain out of such moneys which may be then due to Engineer, or which may become due and payable to Engineer, liquidated damages in the amount of [$500] per day, for each and every day that such the Services are delayed in their completion beyond the date specified in the Statement of Work. The liquidated damages provided for herein are not a penalty, and are provided in lieu of direct and indirect damages for untimely performance. If the liquidated damages are in excess of the amount then due, or which may become due and payable to Engineer, Engineer shall pay AECC the amount necessary to satisfy such damages in full. Engineer agrees that the liquidated damages amount specified herein is reasonable given the circumstances and not greatly disproportionate to the foreseeable range of injury or loss to AECC under the Agreement. This liquidated damages provision is strictly limited to Engineer's untimely performance under this Agreement; it is not the Parties intent for this provision to limit either Party's remedies against the other for other matters, including any for breach of this Agreement.

2.3.2. Extensions of Time. Whenever Engineer has knowledge that Engineer's performance under the Agreement may be delayed, Engineer will immediately give AECC written notice. The time for completion shall only be extended (i) by AECC, in a writing, at AECC's sole discretion, or (ii) for acts or events subject to this Article XI, Section 11.12 (Force Majeure).

2.3.3. AECC's Acceptance. AECC shall have the right to inspect and reject Services, in whole or in part, at AECC's sole discretion. Acceptance of the Services shall be deemed to occur on the date when (i) the Services have been rendered and, (ii) in the reasonable and sole opinion of AECC, the Services conform to the specifications and technical requirements of the Agreement. After both conditions occur, AECC will provide Engineer an electronic confirmation evidencing AECC's acceptance. Acceptance of any part of Engineer's Services will neither bind AECC to accept future Services nor deprive AECC of the right to reject and return Services already accepted. For the avoidance of doubt, AECC has the absolute right to reject Services which in its reasonable and sole opinion fail to conform, in whole or in part, and may withhold payment as permitted in this Agreement.

2.4 Compliance with Laws and Regulations, and Policies, Procedures, and Programs. In providing the Services, Engineer shall comply with applicable laws and regulations, as well as any applicable policies, procedures, and programs (collectively referred to as "Rules" in this paragraph) AECC provide to Engineer or that are otherwise available on AECC's website at https://aecc.com/aecc-terms-and-conditions/ ("Website"). These Rules may hereafter be revised, from time to time, by AECC, by posting revisions on the Website without notice to Engineer and such revisions shall be binding on the Parties upon posting. Engineer agrees that Engineer will check the Website for any revisions to these Rules. Except as allowed elsewhere in this Agreement, no change, waiver or consent with respect to these Rules will be binding on AECC unless contained in a separate writing signed by a vice president of AECC's company. If performing work on or at AECC's facility, Engineer also agrees to comply with the *Campus Emergency Procedures, and Campus Security Plan,* which will be provided to Engineer prior to beginning work.

2.5 Consultants and Subcontractors. Engineer may employ such consultants and subcontractors as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to AECC's written preapproval, which shall not be unreasonably withheld, conditioned, or delayed. AECC will not be deemed by virtue of an approval, the Agreement, and/or otherwise, to have any contractual obligation to or relationship with any of Engineer's consultants and/or subcontractors nor any responsibility for the actions of such parties. AECC's approval of any consultant or subcontractor shall not relieve Engineer of its representations, warranties, or obligations under the Agreement, and Engineer shall remain fully responsible for compliance with all terms and conditions of this Agreement as if said parties were Engineer's employees. Engineer shall include a clause to this effect in each contract Engineer maintains with Engineer's consultants and/or subcontractors. Engineer shall be solely responsible, and shall hold AECC harmless, for paying Engineer's consultants and/or subcontractors for services, equipment, materials or supplies in connection with their assistance in the performance or furnishing of the Services.

2.6 Independent Contractor and Removal Of Workers. Engineer is an independent contractor and not AECC's representative or agent. Engineer will direct and supervise the Services and will be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and will be responsible for the acts and omissions of Engineer's employees, agents, consultants, subcontractors and other persons performing any of the Services under a contract with Engineer. AECC shall have the right to request the removal and/ or replacement of any employee, agent, consultant, subcontractor, or other person performing Services under this Agreement with or without cause.

2.7 Non-Conforming Services. Engineer shall provide reasonable assistance and cooperation as necessary to permit AECC to inspect the Services to ensure conformity with the specifications and technical requirements in the Agreement. Engineer will provide the Services that conform in all respects to the specifications and technical requirements contained within the Agreement and warranties provided under this Agreement. If the Services are nonconforming, AECC will inform Engineer as soon as reasonably practicable after AECC has discovered it, and may, at AECC's sole discretion, (i) permit Engineer to re-work, replace or otherwise remedy a nonconformity in accordance with any reasonable deadline AECC establish which shall not be greater than the Cure Period, (ii) reject the nonconforming Services, in whole or in part, return them to Engineer and, at AECC's option, receive a credit or refund or request redelivery of conforming Services, or (iii) upon Engineer's failure to comply with Article II, Section 2.7(i), retain any applicable Services and either repair them ourselves or request Engineer to do so, at Engineer's sole cost and expense. In any event, Engineer will bear the sole risk, cost, and expense of the remedial action undertaken; including, the costs incurred by AECC, or the parties AECC selects, in re-performing the Services. If Engineer is allowed to reperform the Services, Engineer's failure to adequately remedy the non-conforming Services will be considered a material breach under this Agreement and such failure will be subject to AECC's for cause termination rights under this Article VIII, Section 8.2. For a period of 5 years, neither the acceptance of any Services by AECC, an electronic confirmation of acceptance, or payment, shall preclude the subsequent rejection thereof if such Services are found to be defective or otherwise not in conformity with the specifications and technical requirements in the Agreement.

2.8 Ownership and Use of Deliverables. Upon final payment the property rights of the Deliverables, with the exception of intellectual property rights, shall pass to AECC. Engineer shall retain Engineer's intellectual property rights. At that time, any Deliverables Engineer provided shall be delivered to AECC in the following electronic formats, as applicable and per AECC's request: PDF, DWG, or any other native format AECC request. Deliverables shall not be deemed "works made for hire." To the extent that any intellectual property prepared by Engineer while performing the Services is integrated into the Deliverables, Engineer hereby grants to AECC a perpetual, worldwide, non-exclusive, non-transferable, revocable, limited license to use, copy and modify the Deliverables for AECC's business purposes. Any future use by AECC without prior written verification or adaptation by Engineer for the specific purpose intended will be at AECC's sole risk and without liability or legal exposure to Engineer. AECC will indemnify, defend, and hold Engineer harmless, for any asserted or threatened third party claim, cause of action, or suit arising out of or related to AECC's reuse of the Deliverables without the express written consent of Engineer, subject to the indemnity limitations set forth in this Article X, Section(s) 10.2 and 10.3.

2.9 Engineer's Certification. Engineer certifies that Engineer has not engaged in Coercive Practices, Corrupt Practices, or Fraudulent Practices in competing for or in executing the Agreement.

ARTICLE III
AECC'S RESPONSIBILITIES

AECC shall meet, or cause to be met, the responsibilities and obligations set forth in Attachment C.

ARTICLE IV
WARRANTIES

During the delivery of Services, Engineer warrants that (i) Engineer will employ only competent and experienced personnel to perform the Services and at all times enforce strict discipline and good order among Engineer's employees; (ii) Engineer will perform and complete the Services within the schedule specified in the Service Agreement; and (iii) no federal, state, local or foreign statute, law, rule, regulation or order will be violated in the performance of the Services.

In addition to the warranties above, Engineer warrants that during the delivery of the Services and for a period of [5] years after completion or acceptance of Services (whichever time is later), any and all Services Engineer provides will be in accordance with the standard of care for professional engineering and related services. The standard of care for all professional engineering and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

ARTICLE V
COMPENSATION, INVOICING, AND PAYMENT

5.1 Compensation. Compensation for Engineer's Services and reimbursement for Reimbursable Expenses is defined in Attachment D and will be based on a negotiated lump sum basis or AECC's schedule of hourly professional service billing rates ("Schedule"). If it becomes apparent to Engineer that Engineer's Services will exceed the total compensation provided in Attachment D, Engineer shall give AECC written notice thereof, allowing AECC to consider whether to terminate Engineer's services for cause. Upon receipt of such notice, the parties shall review the Services remaining to be performed and Engineer's suggested compensation for such Services. AECC shall either exercise AECC's right to terminate Engineer's Services for cause, agree to such compensation, or agree to a reduction in the remaining Services to be rendered by Engineer.

5.1.1 Reimbursable Expenses. The phrase Reimbursable Expenses shall mean expenses incurred directly by Engineer in connection with the performing or furnishing of Services. AECC will only pay the Reimbursable Expenses listed in Schedule 1 of Attachment D, and those other charges and expenses outside of Schedule 1 of Attachment D that AECC preapprove, in writing, at AECC's sole discretion. Any charge or expense outside of Schedule 1 of Attachment D that was not preapproved by AECC in writing before it was incurred will be denied.

5.1.2 Lump Sum Basis. For Services compensated through a lump sum form of compensation, Engineer shall prepare Engineer's invoices in accordance with the terms of Attachment D. Engineer shall submit Engineer's invoices to AECC upon the completion of each milestone.

5.1.3 Schedule of Hourly Professional Service Billing Rates. All Schedules must be preapproved by AECC in writing. No rates or time associated with personnel not previously approved by AECC in writing will be, or are required to be, paid. An approved Schedule cannot be revised, amended, changed, updated, or modified except by AECC's written approval. For Services compensated through AECC's Schedule, Engineer shall prepare invoices in accordance with the terms of Attachment D. Engineer shall submit Engineer's invoices to AECC on a monthly basis. Invoices will set forth the hours expended and classification for each person on the project, total hours expended for each classification, the total labor billing, and a summary of other expenses and charges.

5.2 Payments. All non-disputed invoices are due and payable within thirty (30) days of receipt by AECC.

5.2.1 Late Payments. If AECC fails to make any payment due to Engineer for Services within thirty (30) days after receipt of a non-disputed invoice, then (i) the amounts due to Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30^{th}) day calculated on a pro rata basis (not to exceed the rate for a given month); and (ii) Engineer may, after giving 7 days' written notice to AECC, suspend services under the Agreement until AECC have paid in full all undisputed amounts due for Services, undisputed Reimbursable Expenses, and other related compensable and undisputed charges.

5.2.2 Disputed Invoices. If AECC disputes an invoice, AECC shall (i) promptly advise Engineer of the specific basis for doing so, (ii) may withhold only that portion so disputes, and (iii) must pay Engineer the undisputed portion.

5.3 Price Warranty. Engineer warrants the compensation Engineer charges AECC for Services is not less favorable than those Engineer extends to any customer for like Services at similar terms and quantities. AECC will receive the benefit of (i) all discounts, rebates and incentives Engineer customarily offers to Engineer's customers and (ii) Engineer's established price for any Services, if lower than provided in the Agreement. If the Agreement entitles AECC to a discount, the discount period will begin on the later of the date the invoice is received by AECC or the date all Services are delivered.

5.4 Responsibility. Unless otherwise provided in the Agreement, AECC shall be the only legal entity responsible for any obligations hereunder, including without limitation, payment obligations.

5.5 Exceptions to Payment. Notwithstanding AECC's payment obligations under Article V (Compensation, Invoicing and Payment), AECC shall have no obligation to provide any payment to Engineer of any kind, or for any purpose, including for delivery, while Engineer is in default or breach of the Agreement, or for Services AECC does not accept. If acceptance is revoked, AECC shall be entitled to recover any payments made to Engineer if the revocation is based upon Engineer's breach or failure to provide Services in conformity with the specifications and technical requirements contained within the Statement of Work.

5.6. Setoff. All amounts due to Engineer from AECC, will be considered net of Engineer's indebtedness to AECC, and AECC's subsidiaries and affiliates. AECC may deduct such amount(s) from any amount AECC owes to Engineer without any other prior notice. Engineer's acceptance of AECC's final payment shall constitute a waiver of all claims by Engineer against AECC in connection with the Agreement.

ARTICLE VI
CHANGE ORDERS

6.1 Changes. Without invalidating the Agreement, either Party may request, and AECC may issue, a change order to an existing Statement of Work ("Change Order"). Each Change Order must reference the Statement of Work being changed and be signed by a Designated Representative of both Parties in order to be valid. Except as otherwise provided herein, no term under the Agreement shall be modified without a valid Change Order or other properly executed amendment or addendum.

6.2 Documentation. All requests by Engineer for changes to the Agreement shall be supported by such reasonable and necessary documentation as AECC may require to verify the accuracy thereof.

ARTICLE VII
INSURANCE

7.1 Engineer's Amounts of Insurance and General Conditions. Engineer shall procure and maintain insurance in the amounts provided in Attachment E. Engineer shall cause AECC to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer and shall deliver to AECC a certificate of insurance evidencing the applicable coverages prior to any Services being rendered, and at renewals thereafter, during the life of the Agreement. Every policy required shall be primary insurance, and any insurance carried by AECC its officers, or its employees, or carried by or provided through any insurance pool of AECC, shall be excess and not contributory insurance to that provided by Contractor. All insurance provided by Contractor will be written by companies authorized to do business in the state or states where the work is to be performed. The policies should be procured from companies with a rating not less than A-VII by A.M. Best. The Professional liability insurance shall be primary to cover the acts, errors, and omissions of Contractor, data breach insurance, and Contractor's liability for its employees, agents, and subcontractor.

7.2 AECC's Insurance Obligations. AECC shall require contractors, to the extent applicable, to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Engineer's and AECC's interests in the rendering of Engineer's Services.

7.3 Required Endorsements. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days' prior written notice has been given to each other additional insured (if any) to which a certificate of insurance has been issued. The certificate of insurance provided by AECC shall be completed by the Contractor's insurance agent as evidence that the policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by AECC prior to commencement of this Agreement. Failure of Contractor to demand such certificates or to identify any deficiency in the insurance provided will not be construed as or deemed to be a waiver of Contractor's (or its agent's and subcontractor's) obligation to maintain such insurance.

7.4 Waiver of Rights. Engineer and AECC waive all rights against each other and AECC's members, officers, directors, agents and employers for damage covered by property insurance during the completion of Engineer's Services. All policies of property insurance relating to the Services shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against Engineer or AECC, or any insureds, additional insureds, or loss payees thereunder. Contractor and its insureds will waive any and all rights to subrogation against AECC.

ARTICLE VIII
TERMINATION

Engineer's obligation to provide Services under the Agreement may be terminated by AECC for cause, or for convenience.

8.1 Term. The term for the Agreement shall begin on the Effective Date and remain in effect until one or both of the Parties provide a written notice of termination.

8.2 For Cause Terminations. Following 10 days' written notice to Engineer with an opportunity to cure, termination may occur for cause, without liability to AECC, if Engineer:

a. Repudiates or materially breaches any term or condition of the Agreement;

b. Renders Services, or are anticipated to render Services, in an amount in excess of the total compensation provided in the Statement of Work;

c. Provides non-conforming Services; or

d. Experiences a:

i. Change of control or a sale of a substantial portion of Engineer's assets or become insolvent;

ii. Bankruptcy; or

iii. General assignment for the benefit of creditors, or a receiver is appointed for you.

In addition to any other rights AECC has to cancel or terminate the Agreement, AECC may at AECC's option, following ten (10) days' written notice to Engineer with an opportunity to cure, immediately terminate all or any part of the Agreement at any time, effective on the date specified in AECC's written notice to Engineer ("Cure Period"). Any curative action by Engineer must be completed within the Cure Period at Engineer's expense, to the full and complete satisfaction of AECC. In addition to any other rights or remedies AECC may have in law or equity, or under the terms of this Agreement, AECC may terminate this Agreement, in whole or in part, without further liability to AECC. Due to the highly critical nature of AECC's unique responsibilities as a public utility provider and notwithstanding Engineer's right to cure above, should Engineer's failure to comply with this Agreement threaten or materially impact AECC's obligations to its members, customers, the public, or the public interest generally, AECC may terminate this Agreement for cause without allowing Engineer an opportunity to cure.

For any termination occurring under Article VIII, Section 8.2.d, AECC may take possession of any Deliverables in whatever stage of completion they may be, and contract with or employ any other person(s) to finish such Deliverables. In any event of any termination under this Article VIII, Section 8.2, Engineer will be liable for all direct, incidental and consequential losses, costs and expenses incurred by AECC relating thereto. AECC, in turn, will pay Engineer subject to any claims AECC has hereunder, for any unpaid Deliverables previously delivered and accepted that fully conform to the specifications and technical requirements in the Statement of Work, and any undelivered finished or unfinished Deliverables AECC chooses to purchase and take possession of in AECC's sole discretion. Should AECC terminate the Agreement for cause, AECC shall have no obligation to make any payment to Engineer of any kind, or to provide to Engineer any restitution of any alleged damages, related to Engineer's assertion that Engineer have detrimentally relied upon Agreement.

8.3 For Convenience Terminations. Because of the commitments AECC has to AECC's members, Engineer may not terminate the Agreement, at Engineer's option. AECC, in its sole discretion, may terminate this Agreement, in whole or in part, at any time upon ten (10) days written notice to Engineer, without liability except as provided in the paragraph. Upon such termination for convenience, AECC will pay Engineer the following amounts without duplication: (i) any unpaid Services previously delivered and accepted that fully conform to the specifications and technical requirements in the Statement of Work, and (ii) the actual and reasonable cost of work-in-process for Services, up to the date of termination. Payments made under this Article VIII, Section 8.3 will not exceed the aggregate price AECC would have paid for finished Services that would be produced by Engineer under delivery schedules outstanding at the date of termination. Except as provided in this Article VIII, Section 8.3, AECC will not be liable for, directly or on account of claims by Engineer's subcontractors, loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs and general and administrative burden charges from termination of the Agreement.

Engineer will furnish to AECC, within thirty (30) days after the effective date of any termination under this Article VIII, Section 8.3, Engineer's termination claim (if any). Engineer's claim must include sufficient supporting data to permit AECC to verify and substantiate the claim and AECC may refuse payment of the termination claim for lack of sufficient supporting data. AECC may audit Engineer's records, before or subsequent to payment, to verify amounts requested in Engineer's termination claim.

ARTICLE IX
LIMITATION OF LIABILITY

Except as otherwise provided in Article II, Section 2.3.1, Article VIII, Section 8.2, Section 11.8 or damages arising in connection with Engineer's obligations under Article X, under no circumstances shall either party or their members, affiliates, subsidiaries, customers, directors, officers, employees and agents be liable for:

a. Consequential, incidental, indirect, special, punitive, exemplary or similar damages, whether foreseeable or not, including but not limited to directly or on account of claims by Engineer's subcontractors, loss of anticipated profits, lost revenues or loss of any other economic benefit, and unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of any order.

b. Attorney fees;

c. Expert fees;

d. Court costs;

e. Mediation costs; or

f. Other costs not specifically provided for recovery under the Agreement.

Any attempt by Engineer to disclaim any theory or grounds of recovery or kinds or classes of damages recoverable or to establish contractual time limitations periods, in each case, concerning a claim by AECC is hereby rejected by AECC and will not be effective. Any claim for relief by Engineer must be commenced within one (1) year after the cause of action accrues or said claim is fully and completely waived by Engineer, and Engineer cannot pursue said claim in law or equity, or under any applicable or novel legal theory.

ARTICLE X
INDEMNIFICATION

10.1 Indemnity. To the fullest extent permitted by law, each party will indemnify ("Indemnitor"), defend, and hold harmless the other party, and their members, affiliates, subsidiaries, customers, directors, officers, employees and agents (collectively, the "Indemnified Person") against and from any and all claims, lawsuits, judgments, losses, penalties or actions, costs, liabilities, damages and expenses (including, but not limited to attorneys' fees and the cost of investigation, settlement, litigation, judgment, interest and penalties, and the cost of enforcing this indemnity and the cost of pursuing any insurance providers (collectively referred to as "Indemnity Losses")) incurred or to be incurred (collectively, "Claims"):

a. For a breach of the Agreement;

b. For a failure to comply with any of warranties or representations contained in the Agreement;

c. For Services that caused:

   i. The death of or injury to any person or damage to any property which resulted or is alleged to have resulted, in whole or in part, from any negligent acts or omissions of the Indemnitor, or the Indemnitor's employees, subcontractors or agents;

ii. A Claim made in connection with any promotional or advertising matter, guarantees, warranties, labels or instructions furnished by the Indemnitor or submitted to the Indemnitor by the Indemnified Person;

iii. Infringement of any patent, design, trade name, trademark, copyright, trade secret or other intellectual property ("IP") right or entitlement of any third party; or

d. Otherwise arising out of the negligent acts or omissions in performing the obligations under the Agreement.

10.2 Negligence. Nothing in this Article shall obligate either party to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

10.3 Claiming Indemnification. An Indemnified Person claiming indemnity will notify the other Indemnitor as soon as practicable of any Claim(s) and permit the Indemnitor to control the defense thereof. If the Indemnitor should fail to assume its obligations hereunder within fourteen (14) days of its receipt of such notice, including its obligation to pursue and pay for the defense thereof, the Indemnified Person will have the right, but not the obligation, to defend itself and require from the Indemnitor reimbursement from for any and all reasonable costs and expenses (including attorneys' fees). The Indemnitor will provide the Indemnified Person with written notice within 14 days of the receipt of any evidence that an alleged act by the Indemnified Person may have been the proximate cause of the Claim(s). The Indemnified Person shall have the right, but not the obligation, to participate as the Indemnified Person deems necessary in the defense of any such Claim, at the Indemnified Person's own expense. Neither party shall enter into any settlement or compromise of a Claim for the benefit of the other without the express written consent of the other.

If an infringement claim(s) under this Article X, Section 10.1 (c)(iii) threatens AECC's use of the Services or Deliverables, the Engineer shall, in the following order and at no cost to AECC: 1) Obtain the rights to continue use of the Service or Deliverable, 2) Repair or modify the Service or Deliverable so that it's non-infringing, or 3) Provide a functional equivalent replacement of the Service or Deliverable. If none of the above are possible, AECC may terminate the Agreement for cause and be provided a full refund of the affected Service or Deliverable.

ARTICLE XI
MISCELLANEOUS

11.1 Governing Law/Jurisdiction. The Agreement will be construed and interpreted according to the laws of the State of Arkansas, without regard to conflict of law provisions thereof. Any dispute herein requiring judicial resolution shall only be brought in a court of competent jurisdiction in Pulaski County, Arkansas, and the Parties accept the exclusivity of such courts. The Parties expressly excluded the application of any Non-United States laws and the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any other transaction that may be entered into between the Parties in connection with this Agreement.

11.2 Dispute Resolution. An attempt to resolve any dispute, claim or controversy arising out of this Agreement must first be made, in good faith, between an executive of AECC's company, and an executive of Engineer's company, by phone or in person. If such attempt fails, then the dispute, claim or controversy shall be submitted to mediation in Pulaski County, Arkansas. If mediation fails, then final resolution of any dispute, claim or controversy arising out of the Agreement shall be made before a court of law in the Pulaski County, Arkansas. Except as provided for in Article VIII, Section 8.2, each party shall bear its own costs, fees and expenses (including attorney fees) during and for any and all stages of dispute resolution.

11.3 Remedies. The rights and remedies reserved by AECC in the Agreement will be cumulative and in addition to, and not in lieu of, any other rights or remedies provided at law or in equity.

11.4 Waiver. AECC's waiver of any right or remedy will not affect any right or remedy subsequently arising under the same or similar clauses. A waiver of nonperformance under the Agreement must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

11.5 Successors, Assigns, and Beneficiaries. Engineer and AECC are hereby bound, and the successors, executors, administrators, and legal representatives of Engineer and AECC (to the extent permitted herein) are hereby bound, to the other party to the Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such

other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither Engineer nor AECC may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

11.6 Advertising and Use for Publication. Neither Party shall, without first obtaining specific written consent from the designated representative of the other Party, in any manner advertise, publish, use for publication or otherwise disclose to any third party, any details concerning any aspect of the Services being provided herein or that a contract exists between the Parties regarding the Services covered by the Agreement. Also, neither Party shall have the right to use any marks, names, slogans, logos or other designations of the other Party unless agreed to in writing by the other Party. Neither Party shall issue a press release or make any public statement concerning the other without the prior written permission of the other Party.

11.7 Continuing Obligations/Severability. The obligations of each Party under the Agreement, including specifically, but not limited to Article IV, Article IX, and Article X, will survive the expiration, non-renewal or termination of the Agreement. Any term or condition that is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction will not apply, but the remainder of the Agreement and its terms will not be affected. However, where practicable, the affected term shall be modified through good faith negotiations of the Parties to render such term enforceable and with the intent to enforce, preserve and harmonize the remaining rights and obligations of the Parties to the Agreement.

11.8 Proprietary Information/Intellectual Property. All specifications, drawings, notes, instructions, engineering notices, technical data and equipment supplied by AECC in connection with the Agreement are incorporated into the Agreement by reference. Engineer agrees that this, together with all information (whether disclosed directly or indirectly, orally, in writing or by inspection of tangible objects and whether or not labeled confidential, including without limitation technical design, manufacturing and application information, financial information and business plans, information concerning customers, sales and marketing, know-how and trade secrets) AECC discloses to Engineer is AECC's confidential and proprietary information ("Proprietary Information"), and Engineer will not reproduce, extract, use or disclose it to others without AECC's prior written consent.

Engineer will take reasonable steps to safeguard Proprietary Information from unauthorized access and disclosure. Absent written consent between the parties, Engineer will not make use of any of AECC's Proprietary Information in connection with preparing or filing a patent application, including any application containing information that is derived from AECC's Proprietary Information, and Engineer covenants not to file any patent application based on AECC's Proprietary Information including but not limited to a patent application containing information that is derived from AECC's Proprietary Information without AECC's written consent. Engineer shall only use AECC's Proprietary Information for benefit of the AECC and only for the purpose for which it was provided to Engineer (or other third party designated by Engineer).

Upon demand by AECC or upon completion by Engineer of Engineer's obligations under the Agreement, Engineer will return to AECC all Proprietary Information and Engineer will not retain any copies, summaries or extracts of all or any part thereof. Any information Engineer discloses to AECC with respect to any Services or the design, manufacture, sale or use of the Services will be deemed to have been disclosed as part of the consideration for the Agreement, and Engineer will not assert any claim against AECC by reason of AECC's use of such information. Without AECC's express written consent, Engineer will not disclose to any third party or permit any third party to use any samples, over-runs, rejected parts or scrap produced or used by Engineer in connection with the Agreement (collectively, the "Remaining Product"), all of which Engineer agrees will be considered Proprietary Information. Upon termination of the parties' relationship, or at any time upon AECC's request, Engineer will destroy all Remaining Product unless otherwise directed by AECC.

Engineer's obligations under this section shall extend until five (5) years after the Term of this Agreement except that Engineer's obligations shall survive and continue in effect with respect to any trade secret or other similar sensitive information protected for a longer period by applicable law.

11.9 Designated Representatives. With the execution of the Agreement, each Party shall designate specific individuals to act as a representative with respect to the Services, obligations and other responsibilities herein. Such an individual shall have authority to transmit instructions, receive information, and render decisions on behalf of the respective party whom the individual represents.

AECC's Designated Representative	Engineer's Designated Representative

With a courtesy copy, which does not constitute notice, to GeneralCounsel@aecc.com

11.10 Notices. Notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, email or U.S. mail to the other party's Designated Representative. Notices shall be effective upon receipt, or such later date specified in the notice.

11.12 Force Majeure. Neither Party shall be liable to the other for default, failure or delay in providing or accepting goods or services hereunder if such default, failure or delay is caused by extraordinary event or occurrence beyond that Party's control such as fire, accident, strike, civil disturbance, war, act of terrorism, act of God, embargo, governmental order or regulation, floods, earthquakes, windstorms, explosions, riots, natural disasters, sabotage or any other similar or different contingency beyond the reasonable control of either Party. Written notice of such delay, including the anticipated duration of the delay, must be given by the non-performing Party within ten (10) days of the event. During the period of any delay or failure to perform by Engineer, AECC, at its option, may purchase goods from other sources and reduce its schedules to Engineer by such quantities, without liability to AECC, or cause Engineer to provide the Services or Deliverables from other sources in quantities and at times requested by Buyer and at the price set forth in this Agreement without adjustment. If requested by AECC, Engineer shall, within five (5) days of such request, provide adequate written assurances that the delay will not exceed such period of time as AECC specifically defines or otherwise deems appropriate. If the delay lasts more than the time period specified or agreed to by AECC, or Engineer does not provide adequate written assurances that the delay will cease within such time period, AECC may, among its other remedies, immediately cancel this Agreement without liability.

11.13 Records Retention and Audit by AECC. Engineer shall maintain complete and accurate records relating to the provision of Services under this Agreement, including records at the time span and materials used in providing the Services, for a period of seven (7) years from the date such work was completed. AECC or its representatives may, upon notice to Engineer, audit any and all work or expense records of Engineer or relating to this Agreement including compliance with the Rules. AECC shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to AECC in performance of this Agreement. Engineer further agrees to make such books and records available to AECC, during normal business hours, and upon reasonable notice at any time within the seven (7) year period.

11.14 Counterparts. This Agreement may be executed in one or more counterparts, and if in more than one counterpart, each, when taken together, shall constitute one and the same instrument. Signatures made to this Agreement which are exchanged by facsimile or other electronic means (including via a digital signature process) are true and valid signatures for all purposes here under and shall bind the Parties to the same extent as original signatures.

11.15 Enforcement. In addition to all of their remedies at law and in equity, either Party may also seek injunctive relief for breaches pertaining to a Party's proprietary information or a Party's intellectual property rights under this Agreement, without the need to first show irreparable harm.

11.16 RUS Financing Statement and Certification. In accordance with United States Department of Agriculture, Rural Utilities Services (RUS)'s efforts to streamline the administration of contract review, found at: https://www.rd.usda.gov/files/UEP_Streamlining.pdf, AECC hereby states and certifies that this Agreement is not an RUS standard contract form, but that it nonetheless contains all of the essential and identical provisions of the RUS standard contract forms. In the unlikely event that these Services are financed by AECC through the United States Department of Agriculture, Rural Utilities Services (RUS), then the Parties agree that any material and applicable term contained in RUS Form 236—Engineering Services Contract that is not addressed in this Agreement shall apply and be incorporated into this Agreement as if set forth word for word.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES TO BE EFFECTIVE AS OF THE EFFECTIVE DATE:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

-and-

[ENTER ENGINEER's NAME]

By: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF WORK [1.0]

Attachment A: Authorization of Services Form Example

[INSERT FORM SPECIFIC TO EACH JOB]

[Statements of Work will include a description of the Services to be provided (Attachment B) unless specifically excluded in Attachment A, a schedule for completion of the Services, compensation to be paid (Attachment D), other information as relevant, if any, and a signature of each Party's Designated Representative]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS STATEMENT OF WORK TO BE EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES TO BE EFFECTIVE AS OF THE DATE THIS STATEMENT OF WORK IS EXECUTED IN FULL BY SIGNATURE OF BOTH PARTIES:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

-and-

[ENTER ENGINEER's NAME]

By: _____

Name: _____

Title: _____

Date: _____

Attachment B: Services to be Provided by Engineer

Engineer shall provide, or cause to be provided, the Services set forth in this Attachment unless specifically excluded in the Authorization of Services:

[INSERT SERVICES TO BE PROVIDED, WHICH INCLUDE TECHNICAL REQUIREMENTS AND ALL EXPECTATIONS OF ENGINEER]

Attachment C: Responsibilities of AECC

AECC shall meet, or cause to be met, the Responsibilities set forth in this Attachment unless specifically excluded in the Authorization of Services:

1. Provide Engineer with all criteria and full information as to AECC's requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which AECC will require to be included in the drawings and specifications; and furnish copies of AECC's standard forms, conditions, and related documents for Engineer to include in the bidding documents, when applicable.

2. Following Engineer's assessment of initially-available information and data and upon Engineer's request, furnish or otherwise make available such additional, related information and data as is reasonably required to enable Engineer to complete Engineer's Services. Such additional information or data would generally include the following:

    a. Property descriptions.

    b. Zoning, deed, and other land use restrictions.

    c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

    d. Explorations and tests of subsurface conditions, drawings of physical conditions relating to existing surface or subsurface structures, or hydrographic surveys, with appropriate professional interpretation thereof.

    e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.

    f. Data or consultations as required, but not otherwise identified in the Agreement or the Attachments thereto.

3. Arrange access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Services under the Agreement.

4. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as AECC deem appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

5. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction necessary for completion of Engineer's Services.

6. Provide accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

7. Place and pay for advertisement for bids in appropriate publications.

8. Furnish to Engineer data regarding AECC's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for AECC so that Engineer may assist AECC in collating the various cost categories which comprise total project costs.

9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment visits.

10. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to you.

11. AECC shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's Services. Engineer

shall correct all deficiencies in technical accuracies without additional compensation pursuant to Article II, Section 2.6.

Attachment D: Payments to Engineer and Reimbursable Expenses

AECC shall pay Engineer the following amounts and reimburse Engineer for the following expenses as compensation for Engineer provision of Services:

1. **Lump Sum:** □ Applicable □ Not Applicable

   a. A Lump Sum amount of $[FILL IN AMOUNT] (herein "Lump Sum") will be paid by AECC, to Engineer for Services set forth in Attachment B, based on the following distribution of compensation:

   [LIST MILESTONES]

   b. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with Services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by us.

   c. The Lump Sum includes compensation for Engineer's Services and services of Engineer's consultants and/or subcontractors, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and all Reimbursable Expenses. Accordingly, compensation for the items listed within this Attachment D, Paragraph 1.c., will not be made in addition to the Lump Sum amount.

2. **Standard Hourly Rates Method of Payment** □ Applicable □ Not Applicable

   a. AECC shall pay Engineer for Services set forth in Attachment B, based on the following:

      i. An amount equal to the cumulative hours charged by each class of Engineer's personnel times AECC's Standard Hourly Rates for each applicable billing class for all Services performed, and any compensable Reimbursable Expenses and consultants' charges, if any.

      ii. The total compensation for Services under this method of payment, including compensable Reimbursable Expenses and consultant charges, shall not exceed $[FILL IN AMOUNT], unless approved in writing by us.

3. **Reimbursable Expenses and Consultant Charges** □ Applicable □ Not Applicable

   a. Compensable Reimbursable Expenses shall be:

      i. For Engineer's Services related, internal expenses actually incurred, no more and no less, and

      ii. Must be listed in Schedule 1 of this Attachment D, unless preapproved by AECC.

   b. Compensable consultant charges shall be:

      i. For the actual amounts billed by Engineer's consultants to Engineer no more and no less, and

      ii. Must be listed in Schedule 1 of this Attachment D, unless preapproved by AECC.

   c. Compensable Reimbursable Expenses and consultants' charges shall not be multiplied by any factor, as the compensation selected already takes into account Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Schedule 1: Rates, Charges and Reimbursable Expenses

1. **Standard Hourly Rates:** Standard Hourly Rates are set forth herein and include salaries and wages paid to personnel in each billing class the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Billing Class VIII	$____/hour
Billing Class VII	$____/hour
Billing Class VI	$____/hour
Billing Class V	$____/hour
Billing Class IV	$____/hour
Billing Class III	$____/hour
Billing Class II	$____/hour
Billing Class I	$____/hour
Support Staff	$____/hour

2. **Reimbursable Expenses:** Compensable Reimbursable Expenses shall only include:

Fax	$____/page
8”x11” Copies/Impressions	$____/page
Blue Print Copies	$____/sq. ft.
Reproducible Copies (Mylar)	$____/sq. ft.
Reproducible Copies (Paper)	$____/sq. ft.
Mileage (auto)	$____/mile
Field Truck Daily Charge	$____/day
Mileage (Field Truck)	$____/mile
Field Survey Equipment	$____/day
Confined Space Equipment	$____/day plus
Equipment	$____/month
Specialized Software	$____/hour
CAD Charge	$____/hour
CAE Terminal Charge	$____/hour
Video Equipment Charge	$___/day, $___/week, or $___/month
Electronic Media Charge	$____/hour
Long Distance Phone Calls	at cost
Mobile Phone	$____/day
Meals and Lodging	at cost

3. **Consultant Charges:** Compensable consultant charges shall only include:

[FILL IN ACCEPTABLE CHARGES]

[NOTE TO USER: CUSTOMIZE THIS SCHEDULE TO REFLECT ANTICIPATED REIMBURSABLE EXPENSES ON THIS SPECIFIC PROJECT]

Attachment E: Insurance

The limits of liability for the insurance required by the Agreement shall include the following amounts:

1. By You.

. Workers' Compensation: Statutory

a. Employer's Liability --

1) Each Accident: $1,000,000
2) Disease, Policy Limit: $ 1,000,000
3) Disease, Each Employee: $ 1,000,000

b. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $ 1,000,000
2) General Aggregate: $ 1,000,000

c. Excess or Umbrella Liability --

1) Each Occurrence: $ 5,000,000
2) General Aggregate: $5,000,000

d. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident $ 1,000,000 -----___--__

e. Professional Liability –

1) Each Claim Made $ 1,000,000.00
2) Annual Aggregate $ 1,000,000.00

f. Other (specify): $

2. AECC/AECI:

Workers' Compensation: Statutory

g. Employer's Liability --

1) Each Accident: $ 1,000,000
2) Disease, Policy Limit: $ 1,000,000
3) Disease, Each Employee: $ 1,000,000

h. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $ 1,000,000
2) General Aggregate: $ 1,000,000

i. Excess or Umbrella Liability --

1) Each Occurrence: $ 5,000,000
2) General Aggregate: $5,000,000

j. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

k. Each Accident $ 1,000,000

l. Professional Liability –

1) Each Claim Made $ 0
2) Annual Aggregate $ 0

m. Other (specify): $

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

Reliable Affordable Responsible

DELETE THIS BOX AFTER READING

USER INSTRUCTIONS

1. This contract is not to be used when RUS funding is required to fulfill the contract. Inquiries regarding whether RUS funding is required should be made to Samantha Lewis
2. All changes to this contract should be made using track changes.
3. All highlighted areas should be filled in, along with any additional edits and applicable Attachments, and submitted to the Legal Division using the Legal Service Request Portal.

CONSTRUCTION AGREEMENT

This Construction Agreement is made and entered into on this [INSERT DAY, MONTH, YEAR] ("Effective Date"), by and between Arkansas Electric Cooperative Corporation ("AECC" or "Owner") whose address is 1 Cooperative Way, Little Rock, AR 72209 and [INSERT CONSTRUCTION CONTRACTOR NAME] ("Contractor"), whose address is [INSERT CONTRACTOR'S ADDRESS] and is effective as of [INSERT EFFECTIVE DATE] (individually a "Party" and collectively the "Parties").

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the Parties, in accordance with the following terms and conditions, as follows:

ARTICLE I
CONTRACT FORMATION

1.1 Construction Agreement. This Construction Agreement, along with the Attachments listed in Article I, Section 1.3 (collectively referred to as the "Agreement"), constitutes Owner's offer, and is strictly limited to the terms and conditions herein, and therein provided.

1.2 Acceptance. Acceptance by the Contractor of Owner's offer shall be by execution of this Agreement and the Agreement is enforceable against Owner upon Owner's countersignature of the Agreement. Contractor's acceptance will constitute Contractor's acceptance of the Agreement, in its entirety, without modification.

1.3 Attachments. Attachments to this Construction Agreement, which are incorporated herein as if set forth word for word, are as follows:

Attachment A - Plans, Specifications and Construction Drawings

Attachment B - List of Owner Furnished Materials

Attachment C - Special Conditions

Attachment D - Unit Pricing Schedules

Attachment E - Example Contractor's Bond

Attachment F - Example Certificate of Completion

Attachment G - Example Release of Liens

1.4 Definitions.

"Coercive Practices" shall mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

"Commencement Date" shall have the meaning provided under Section 3.3.1 below.

"Completion of Construction" shall have the meaning provided under Section 3.3.2 below.

"Construction Services" shall mean actions necessary for Contractor to complete and perform the requirements and obligations set forth in the Agreement, including, but not limited to, the receipt and installation of materials, equipment and supplies provided by Owner, and the furnishing and payment for all other materials, equipment, and supplies, as well as all machinery, tools, qualified labor and supervision thereof, expertise, freight/delivery, water, heat, utilities, transportation and other facilities and services required to construct the Project.

"Construction Units" shall mean a defined set of tasks which make up the completed construction Project, as more particularly defined in the construction specification in Attachment A and Attachment D.

"Corrupt Practices" shall mean the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution.
"Cure Period" shall be the period of time as defined in this Article 7.3

"Fraudulent Practices" shall mean an intentional misrepresentation of facts made (i) to influence the selection process or the execution of the Agreement to the detriment of us, or (ii) to deprive Owner of the benefits of free and open competition.

"Reimbursable Expenses" are actual, demonstratable, reasonable and well documented expenses which Owner agrees to pay Contractor with respect to the Services rendered under this Agreement, which are more particularly described in Attachment B herein.

"Project" shall mean the construction work described in Attachment A, which is the subject of this Agreement.

"Term" shall mean the time period under which this Agreement is legally effective between the Parties as defined herein or as part of the bidding documents.

"Total Agreement Price" shall have the meaning provided under Section 6.1 below.

1.5 Entire Agreement/Amendment. Contractor acknowledges that the Attachments in Article I, Section 1.4, along with this Construction Agreement, form the entire contract between the Parties, and supersedes all prior agreements, whether written or oral, with respect to such subject matter. This Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with the terms and provisions and without any strict construction in favor of or against either Party. The headings used in this Agreement are for reference purposes only, and will not be deemed to limit, expand or in any way affect the interpretation of any provision of this Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or amended except in writing signed by the Parties.

1.6 Order of Precedence. If there is any conflict between the Construction Agreement and any Attachment, the Construction Agreement shall control. If there is a conflict between two or more Attachments, the conflict shall be resolved by the alphabetically assigned letter designated to each Attachment. Thus, for example, in a conflict between Attachment A and Attachment B, Attachment A will control. In a conflict between Attachment B, and Attachment C, Attachment B shall control, and so on.

ARTICLE II
OWNER'S REPRESENTATIVE

2.1 Designation. The Owner may, in its sole discretion, designate a representative ("Owner's Representative" or "OR") to provide general administration of this Agreement. Notification of such designation, and any change in such designation, shall be provided to Contractor's designated representative by email.

2.2 Access to the Project. Contractor shall at all times provide the OR access to the Project, wherever it is in preparation and progress.

2.3 Responsibilities. The OR will make periodic visits to the Project to determine whether the Construction Services are proceeding in accordance with this Agreement. On the basis of on-site observations, the OR will keep the Owner informed of the progress of the Construction Services, and will endeavor to guard the Owner against defects and deficiencies in the Construction Services of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Construction Services . The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Services, and will not be responsible for the Contractor's failure to carry out the Construction Services in accordance with this Agreement.

2.4 Authority. The OR will have authority to reject on Owner's behalf Construction Services not conforming to this Agreement and determine the amount(s) Owner owes to Contractor, on OR's sole reasonable discretion.

ARTICLE III
CONSTRUCTION SERVICES AND CONTRACTOR OBLIGATIONS

3.1 Construction Services. For the price hereinafter stated, Contractor shall perform Construction Services that are required to construct the Project in strict accordance with specifications and technical requirements contained within Attachment A, entitled "*Plans, Specifications and Construction Drawings*".

3.2 Independent Contractor. Contractor shall perform the Construction Services as an independent contractor and not as Owner's subcontractor, agent, or employee. Contractor will direct and supervise the Construction Services and will be responsible for all means, methods, techniques, sequences and proceedings associated with the Construction Services.

3.3 Time of Commencement and Completion.

3.3.1 Commencement. After Contractor provides written notice to Owner that Contractor has sufficient materials, equipment, and supplies to warrant commencement of construction, Owner or the OR shall determine the date (hereinafter "Commencement Date") the Contractor shall commence the Construction Services. However, under no circumstances shall commencement begin later than _____(___) weeks after the Execution Date of the Agreement.

3.3.2 Completion of Construction. Contractor shall complete the Construction Services within _____ calendar days after Commencement Date. An executed and approved Certificate of Completion, issued by Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of Construction. The term "Completion of Construction" means full performance by the Contractor of the Contractor's obligations under the Agreement, and all amendments and revisions thereof.

3.3.3 Time is of the Essence. The specific period of time for Completion of Construction of the Project is hereby agreed by Contractor to be of the essence, and reasonable.

3.3.4 Extensions of Time. The time for Completion of Construction may be extended at Owner's sole discretion for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including Acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Owner reserves the exclusive right to grant extension of time to Contractor, and may refuse an extension for any reason (or no reason at all), No such extension of time shall be granted by Owner if (a) within five (5) days after the happening of any event relied

upon by Contractor for such an extension of time, Contractor makes a request for extension in writing to the Owner, and (b) no delay in the Completion of Construction will result in any liability on the part of the Owner.

3.3.5 Liquidated Damages. Owner and Contractor recognize that Owner will suffer financial loss if the Construction Services are not complete by the time for Completion of Construction. Accordingly, if the Contractor fails to perform the Construction Services by the time for Completion of Construction, the Owner and Contractor agree that as liquidated damages for delay in performance, and not as a penalty, the Contractor shall pay the following amount per day, based upon the Total Agreement Price, for each and every day that Completion of Construction is delayed, up to the date such delay is remedied by Contractor, a replacement contractor remedies the delay, or Owner terminates the Agreement:

From	To and Including	Liquidated Damages Per Day

The Owner has the option to enforce liquidated damages or to waive such damages. Waiver of any liquidated damages amount must be done by the Owner in writing to be effective. In order to recover liquidated damages, the Owner is under no obligation to prove the actual damages sustained by the Owner due to the Contractor's delay in performance. The Owner may deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the surety or sureties on the Construction Bond.

The liquidated damages herein specified only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the Owner for additional personnel efforts in administering this Agreement after the date of Completion of Construction, Owner inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Agreement, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages.

Liquidated damages do not include any sums of money to reimburse the Owner for extra costs which the Owner may become obligated to pay on other contracts which are delayed or extended because of Contractor's failure to complete the Construction Services by the date of Completion of Construction, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the Owner, or other incidental or consequential damages suffered by the Owner due to the Contractor's performance. If the Owner charges liquidated damages to the Contractor, this shall not preclude the Owner from exercising other remedies provided under this Agreement, or for commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the Project.

3.4 Materials, Equipment, and Supplies.

3.4.1 Contractor Furnished Materials, Equipment, and Supplies.

3.4.1.1. Title. The Contractor will purchase all materials, equipment, and supplies (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials, equipment, and supplies shall be new and shall become the property of the Owner when erected in place.

3.4.1.2 RUS List. The Contractor will furnish and use in the Construction Services only such "fully accepted," "conditionally accepted," and "technically accepted" materials, equipment, and supplies which have been accepted by RUS as indicated in the current RUS Informational Publication 202-1, "*List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers*," including revisions adopted prior the Effective Date of this Agreement. The use of "conditionally accepted" or "technically accepted" materials, equipment, and supplies requires prior written consent by the Owner, or the OR.

3.4.1.3 Made in America. In the performance of this Agreement, Contractor shall furnish only unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the Unites States Trade Representative. Contractor agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Owner may, from time to time, require.

3.4.2 Owner Furnished Materials, Equipment, and Supplies. Owner will furnish to the Contractor the material, equipment, and supplies set forth in Attachment B, entitled "*List of Owner Furnished Materials, Equipment, and Supplies*".

3.4.2.1 Acknowledgement of Receipt. Contractor will acknowledge in writing the receipt of all materials, equipment, and supplies received that are listed on Attachment B.

3.4.2.2 Delivery. For those materials, equipment, and supplies not yet delivered to Owner, the Contractor will, on behalf of the Owner, accept delivery of such of the items as may be subsequently delivered and will promptly forward the supplier's invoice to the OR or Owner for payment. Upon delivery, the Contractor shall promptly receive, unload, transport and handle all such materials, equipment, and supplies at its expense and shall be responsible for demurrage, if any.

3.4.2.3 Excess. The Owner shall not be obligated to furnish materials, equipment, and supplies in excess of the quantities, size, kind and type set forth in Attachment B. If the Owner furnishes, and the Contractor accepts, materials, equipment, and supplies in excess of that listed on Attachment B, the values of such excess materials, equipment, and supplies shall be their actual cost as stated by the Owner.

3.4.2.4 Credit. The value of the completed Construction Units certified by the Contractor each month pursuant Article VI, Section 6.2.1 shall be reduced by an amount equal to the value of the materials, equipment, and/or supplies installed by the Contractor during the preceding month which have been furnished by the Owner, and/or by an amount equal to the value of the materials, equipment, and/or supplies, delivery of which has been accepted by the Contractor, on behalf of the Owner. The value of such materials, equipment and supplies shall be computed on the basis of the unit prices stated in Attachment B

3.4.2.5 Risk of Loss. Risk of Loss of the material, equipment, and supplies set forth in Attachment B shall be pursuant to Article III, Section 3.9.

3.4.2.6 Return. Materials, equipment, and supplies, not required for the Project, if any, which have been furnished to the Contractor by the Owner or delivery of which has been accepted by the Contractor on behalf of the Owner, shall be returned to the Owner by the Contractor upon Completion of Construction of the Project. The value of all materials, equipment, and supplies not installed in the Project nor returned to the Owner shall be deducted from the Final Payment to the Contractor.

3.5 Taxes and Permits. The Contractor shall pay all sales, consumer, use and other similar taxes required by law. The Contractor shall secure, at Contractor's expense, all permits and licenses that are necessary for the execution of the Construction Services and listed in Attachment C, if any.

3.6 Compliance with Laws and Regulations. Contractor shall give all notices and comply with all Federal, State, and local Laws and Regulations when providing the Construction Services, and any ancillary services related thereto. When required by law, or requested by Owner or the OR, the Contractor shall furnish proof of compliance with such Laws and Regulations in a form satisfactory to the Owner.

3.7. Employees, Agents, and Subcontractors. Contractor shall at all times enforce strict discipline and good order among the Contractor's employees, agents, and subcontractors, and shall not employ or hire on the Project any unfit person or anyone not skilled in the task assigned.

3.7.1 Subcontracts. Unless otherwise specified in this Agreement, the Contractor, as soon as practicable after the Effective Date, shall furnish to the Owner, or the OR, in writing a list of the names of subcontractors proposed for the principal portions of the Construction Services.

3.7.2 Owner's Reservations. The Owner, in its sole judgment, may approve or reject subcontractors based on its discretion and other pertinent factors, such as safety records. The Owner reserves the right to require the removal from the Project any employee, agent, or subcontractor of the Contractor if in the sole judgment of the Owner, such removal is necessary in order to protect the interest of the Owner. The Owner shall also have the right to require the Contractor to increase the number of its employees, agents, or subcontractors and to increase or change the amount or kind of tools and equipment if at any time the progress of the Construction Services shall be unsatisfactory to the Owner. Failure of the Owner to give any such directions shall not relieve the Contractor of its obligations to complete the Construction Services within the time and in the manner specified in this Agreement.

3.8 Supervision. Contractor shall sufficiently supervise the Construction Services, using its best skill and attention. Contractor shall carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. Contractor shall cause the Construction Services on the Project to receive constant supervision by a competent Superintendent or General Foreman who shall be present at all times during working hours where construction is being carried on. Contractor shall also employ, in connection with the construction of the Project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. Contractor shall be solely responsible for the means and methods of construction and for the acts and omissions of Contractor's employees, agents, subcontractors and other persons performing any of the Construction Services under this Agreement. Owner reserves the absolute right to request that a Superintendent, General Foreman or other worker, be removed from a Project, with or without cause, and replaced with another worker of similar skill and expertise. Replacement of a Superintendent, General Foreman or other worker, by Contractor shall not delay the Project and shall not be a basis for extensions of time under this Agreement.

3.9 Protection of Persons and Property, Risk of Loss. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all employees, agents, and subcontractors at the Project and other persons who may be affected thereby (including the general public), (ii) all the Construction Services and all materials, equipment, and supplies to be incorporated therein, and (iii) other property at the Project or elsewhere.

3.9.1 Damage or Loss. All damage or loss to any person or property caused in whole or in part by the Contractor, the Contractor's employees or agents, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, at the Contractor's sole expense.

3.9.2. Risk of Loss. From the Commencement Date until the Completion of Construction, the Project and all material, equipment and supplies required to construct the Project, shall be under the charge and control of the Contractor. During the period of time, the Contractor shall bear all risk of loss to any, or of any, Construction Services, and/or materials, equipment, and supplies, due to any Act of God, fire, theft, vandalism, or other casualty or cause, whether or not the same occurred by reason of the Contractor's negligence.

3.9.3 Specific Actions Prohibited. Without limiting any of this Article III, Section 3.9, the following actions are specifically prohibited of Contractor:

3.9.3.1 Working on Energized Lines. Contractor shall not cause or permit any employee, agent, or subcontractor to perform any work upon energized lines, or upon poles carrying energized lines.

3.9.3.2 Obstructing Public Highways. Contractor shall conduct the construction of the Project as to cause the least possible obstruction of public highways.

3.9.3.3 Interfering or Damaging Parallel, Converging, Intersecting, and Joint Equipment. The Contractor shall do all things necessary to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage. In the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the Project, the Contractor shall at its own expense restore all damaged property immediately to as good a state as before such damage occurred.

3.9.3.4 Overly Impacting Cultivated and Grazing Lands. Where the right-of-way of the Project traverses cultivated or grazing lands, Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the Project shall be replaced in as good condition as they were found and precautions shall he taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Contractor shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the Project.

3.9.3.5 Leaving Useless Materials. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Contractor from the site of the Project as rapidly as practicable as the Construction Services progresses.

3.9.3.6 Proceeding Without Authorization. The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the landowner of the property. The Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the Project. In such a case, Contractor shall obtain the Owner's consent in writing before proceeding with the work.

3.9.4 Additional Requirements. Without limiting any of this Article III, Section 3.9, the following shall be additional requirements of Contractor:

3.9.4.1 Authorized Ingress/Egress Routes. Contractor shall only use authorized, designated, or otherwise marked ingress and egress routes onto and across project sites. Contractor shall be liable for any damage caused by its failure to use authorized, designated, or otherwise marked ingress and egress routes while on the project site or performing under this Agreement. Contractor shall be responsible for the acts or omissions of its employees, contractors, agents, guests, or invitees and their compliance with this section,

3.9.4.2 Compliance with MUTCD. Contractor shall comply with the transportation and signage standards contained in the latest version of the Manual On Uniform Traffic Control Devices (MUTCD) while performing Construction Services under this Agreement. Contractor shall be responsible for the acts or omissions of its employees, contractors, subcontractors or agents, under this section.

3.10 Indemnification and Insurance.

3.10.1 Indemnification.

3.10.1.1 Persons and Property. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's members, directors, officers, and employees from and against all claims, causes of action, losses, liabilities, and expenses (including, but not limited to, reasonable attorney's fees and costs of investigation, settlement, litigation, judgment, interest, penalties and the cost of enforcing indemnity and any other cost of pursuing any insurance providers ("Indemnity Expenses")) for personal loss, injury, or death to persons (including but not limited to Contractor's employees, agents, and subcontractors) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with this Agreement, or the materials, equipment, and supplies supplied or the services performed by Contractor, its employees, agents, subcontractors, and suppliers of any tier. Nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.

3.10.1.2 Liens and Claims. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's members directors, officers, and employees from and against all liens and claims filed or asserted against Owner, its members, directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors, and suppliers of any tier, and from all losses, demands, causes of action, and expenses (including, but not limited to, Indemnity Expenses) arising out of any such lien or claim.

3.10.1.3 Patent Infringement. Contractor shall defend, indemnify, and hold harmless the Owner and Owner's members, directors, officers, and employees from and against all claims, causes of action, losses, liabilities, and expenses (including, but not limited to, Indemnity Expenses) for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

3.10.2 Insurance. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor provided for herein. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Owner. The policies should be procured from companies with a rating not less than A-VII by A.M. Best. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

3.10.2.1 Workers Compensation and Employer Liability. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Contractor under this Agreement. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

3.10.2.2 General Liability Insurance. The General liability insurance policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision. General liability insurance under this Agreement shall have:

- Limits for bodily injury or death of not less than $1 million each occurrence;

- Limits for property damage of not less than $1 million each occurrence; and
- $2 million aggregate for accidents during the policy period.

A single limit of $1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

3.10.2.3 Automobile Liability Insurance. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, or hired, shall have:

- Limits for bodily injury or death of not less than $1 million per person and $1 million each occurrence; and
- Property damage limits of $1 million for each occurrence.

A single limit of $1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

3.10.2.4 Professional/Contractor Liability Insurance. Professional/Contractor Liability Insurance shall have limits of not less than $1 million for each occurrence and $1 million aggregate. This Professional/Contractor liability insurance shall be primary cover the acts, errors, and omissions of Contractor, data breach insurance, and Contractor's liability for its employees, agents, and subcontractors.

3.10.2.5. Umbrella Insurance. The Umbrella liability insurance shall be primary and have a limit of no less than $5 million for each occurrence and in the aggregate, to cover additional liabilities which exceed the Workers Compensation/Employer Liability, General Liability and Automobile Liability coverages required above.

The policy required by Article III, Sections 3.10.2.2, 3.10.2.3, 3.10.2.4, and 3.10.2.5 shall be endorsed to include Owner and the OR, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Owner, its officers, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor and its insureds will waive any and all rights to subrogation against Owner and the OR. The Contractor shall be solely responsible for any deductible losses under any policy required above. All insurance provided by Contractor will be written by companies authorized to do business in the state or states where the work is to be performed.

The certificate of insurance provided by Owner shall be completed by the Contractor's insurance agent as evidence that the policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Owner prior to commencement of this Agreement. Contractor shall be responsible for ensuring that Contractor's insurance agent completes the certificate of insurance promptly. Failure of Owner to demand such certificates or to identify any deficiency in the insurance provided will not be construed as or deemed to be a waiver of Contractor's (or its agent's and subcontractor's) obligation to maintain such insurance. No other form of certificate shall be used. The certificate shall identify Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Owner. Any statement of the certificates which describe this 30-day prior written notice as being less than obligatory shall be stricken and initialed by the insurance agent completing the certificates. The completed certificate of insurance shall be delivered to Owner no later than commencing work under this Agreement.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a default upon which Owner may immediately terminate this Agreement, or at its discretion Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Owner shall

be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.

Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

This Agreement shall not be executed, and no notice or authorization to proceed shall be given to Contractor until the certificates required above, are submitted and approved by the Owner.

3.11 Delivery of Possession and Control to Owner. Upon written request of the Owner the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Contractor as set forth in Article III shall be terminated; provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective materials and workmanship as contained in Article IV.

3.12 Energizing the Project. Prior to Completion of Construction, the Owner, upon written notice to the Contractor, may test the construction by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the Project so energized shall be considered as within the possession and control of the Owner. Owner shall provide to the Contractor written notice stating that Owner has completed such test. Upon de-energizing the lines involved, the tested portion or portions of the Project shall be considered as returned to the possession and control of the Contractor unless the Owner elects to continue possession and control.

The Owner shall have the right to energize permanently any portion or portions of the Project delivered to its possession and control pursuant to the provisions of Section 3.11 of this Article III.

3.13 Assignment of Guarantees. Prior to Contractor's receipt of Final Payment, Contractor shall transfer and assign all guarantees of materials and workmanship running in favor of the Contractor to the Owner.

ARTICLE IV
ACCEPTANCE OF, CHANGES TO, AND NONCONFORMING CONSTRUCTION SERVICES

4.1 Acceptance. No act of the Owner or the OR, or any extension of time for the completion of the Construction Services or any part thereof, shall be considered an acceptance of such Construction Services or any part thereof, or of materials, equipment, or supplies used therein, either wholly or in part. Acceptance shall be evidenced only by the Final Certificate of Acceptance of the Owner. Before any Final Certificate of Acceptance shall be issued by Owner, Contractor shall execute an affidavit pursuant to Article VI, Section 6.2.2.

4.1.1. Inspection. Prior to the Contractor's receipt of the Final Certificate of Acceptance, Owner, or the OR, has the right to inspect and test the Construction Services and all materials, equipment, and supplies used therein, as well as all payrolls, invoices, and other data and records of Contractor. The Contractor shall furnish all information required by the Owner concerning the nature or source of any materials, equipment, and supplies incorporated or to be incorporated in the Project. All Contractor procedures and records pertaining to the work shall be made available to the Owner for review prior to such inspections and tests. The Contractor shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the Project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of communications in writing to the employee of the Contractor at such office shall constitute delivery to the Contractor. The Contractor shall have an authorized agent accompany the Owner, or the OR, when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner shall not relieve the Contractor of its obligations to perform the work in accordance with the requirements of this Agreement.

4.2 Changes, Additions, and/or Subtractions. The Owner, or the OR, may from time to time and without invalidating this Agreement, make such changes, additions or subtractions to Attachment A and Attachment B, as conditions may warrant, in Owner's sole discretion; provided, however, (a) that if any change in the construction to be done requires an extension of time, a reasonable extension will be granted if Contractor makes a written request to the Owner within five (5) days after any such change is made, and (b) that if the cost of construction of the Project to Contractor is

materially increased by any change or addition, the Owner shall pay Contractor for the reasonable cost thereof (but not more than the appliable per unit pricing) in accordance with a Construction Contract Amendment signed by the Owner and Contractor. No claim for additional compensation for any such change or addition will be considered, or owed, by Owner, unless the Contractor makes a written request to the Owner prior to the commencement of work in connection with such change or addition. Change Orders which increase a Project's scope of work must be duly approved prior to the work being completed.

4.3 Defective Materials and Workmanship. Construction Services rendered in such a manner as to not conform or comply to this Agreement shall be considered defective. Defective Construction Services shall be considered a default of this Agreement.

4.3.1 Subsequent Right of Rejection. The issuance of a Final Certificate of Acceptance of any materials, equipment, or supplies (except Owner Furnished Materials) or any workmanship of Contractor, by the Owner or the OR, shall not preclude the subsequent rejection thereof if such materials, equipment, supplies or workmanship are found to be defective after delivery or installation.

4.3.3 Remedy of Defect. Any materials, equipment, supplies or workmanship found defective before the issuance of a Final Certificate of Acceptance, or for a period of one (1) year after Final Payment, shall be subject, at Owner's sole discretion, to the remedies provided for in Article VII, Section 7.4.

ARTICLE V
CONTRACTOR REPRESENTATIONS

5.1 License. Owner warrants that a Contractor's License _____is required, _____ is not required, and if required, it possesses Contractor's License No. _____, for the State of _____ in which the project is located and said license expires on _____, 20_____.

5.2 Due Diligence. Contractor warrants that it has made a careful examination of (i) the site of the Project, (ii) the Plans, Specifications, Construction Drawings, (iii) all documents and Attachments attached hereto, (iv) the location and nature of the proposed construction, (v) the transportation facilities, (vi) the kind and character of soil and terrain to be encountered, (vii) the kind of facilities required before and during the construction of the Project, (viii) general local conditions, (ix) environmental and historic preservation considerations, and (x) all other matters that may affect the cost and time of Completion of Construction

5.3 Financial Resources. Contractor warrants that it has or will obtain the financial resources necessary to ensure Completion of Construction. If the Agreement Price exceeds $100,000, Contractor shall obtain a Contractor's Bond, in the form attached hereto as Attachment C, in a penal sum not less than the maximum Agreement Price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties. The Contractor's Bond shall be in the amount of the One Hundred Percent (100%) of Agreement Price and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. The Bond shall make reference to this Agreement, and may be drawn against in an appropriate amount as determined by the Owner in its sole discretion, when any damages to the Owner result from the Construction Services pursuant to this Agreement, or Contractor's malfeasance, misfeasance, default, or breach in the performance hereof. The purpose of the Bond is to secure the performance of and the compliance with this Agreement by and between the Contractor and Owner; the Bond shall not be transferable.

5.4 Standard of Care. Contractor warrants that for a period of one (1) year after Final Payment, any and all work Contractor provides under this Agreement will be in accordance with the standard of care for professional contractors and related services. The standard of care for all professional contractors and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5.5 Construction Services. Contractor warrants that all Construction Services, including any materials, equipment, or supplies used therein, will be free from all defect(s) (including, but not limited to, latent defects) for a period of one (1) year from the date of Final Payment by the Owner.

5.6 Good Faith. Contractor warrants that it has not engaged in Coercive Practices, Corrupt Practices, or Fraudulent Practices in competing for or in executing the Agreement.

5.7 Compliance with Laws and Regulations, and Policies, Procedures, and Programs. Contractor warrants all Construction Services will be performed in strict compliance with all federal and state laws and regulations applicable to the Project and the Construction Services, and any applicable policies procedures, and programs (referred to as collectively "Rules" in this paragraph) Owner provides to Contractor, or that are otherwise available on our website at https://aecc.com/aecc-terms-and-conditions/ (referred to as "Website" in this paragraph). These Rules may hereafter be revised, from time to time, by Owner, by posting revisions on the Website without notice to Contractor, and such revisions shall be binding on both Parties upon posting. Contractor agrees that Contractor will check the Website for any revisions to these Rules. No change, waiver or consent with respect to these Rules will be binding on Owner unless contained in a separate writing signed by a vice president of AECC. If performing work on or at Owner's facility, Contractor also agrees to comply with the *Campus Emergency Procedures*, and *Campus Security Plan*, which will be provided to Contractor prior to beginning work.

5.8 Environmental Protection. Contractor shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.

ARTICLE VI
PRICING, PAYMENT, AND RELEASE OF LIENS

6.1 Total Agreement Price. The Owner shall pay Contractor based upon the number of Construction Units actually installed at the direction of the Owner for the satisfactory performance of all Construction Services, the total amount of which shall be equal to or less, but shall not exceed $_____ (herein referred to as "Total Agreement Price", based upon Total Price Shown in Attachment D).

6.1.1 Unit Pricing. Unit pricing shall serve as the basis of the Agreement Price shown on the schedules provided in Attachment D.

6.1.2 Taxes. The unit prices for Construction Units in this Agreement include provisions for the payment of all monies, which will be payable by Contractor or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, equipment or supplies, or services or labor of installation thereof to be incorporated in the Project as part of such Construction Units. Contractor agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the Attachment B include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. Contractor will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.

6.1.3 Changes in Quantities. Contractor understands and agrees that the quantities called for this Agreement are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified this Agreement by more than twenty-five percent (25%) and the materials cost to the Contractor is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Agreement to the revised quantity of the unit or units, such change, to the extent of the quantities of such units in excess of such twenty-five percent (25%) shall be regarded as a change in the construction within the meaning of Article IV, Section 4.2.

6.2 Payment.

6.2.1 Application for Progress Payment. On or before the fifth (5th) day of each calendar month, Contractor shall submit an Application for Progress Payment to the OR, or in the absence of an OR, directly to Owner, for any Construction Units (i) furnished in the previous month, (ii) certified as complete by the Contractor, (iii) recommended by the OR, if applicable, and (iv) approved by the Owner. On or before the fifteenth (15th) day of such month, the OR, or in the absence of an OR, the Owner, shall either deny Contractor's Application, or issue a Certificate of Payment specifying the amount to be paid to Contractor less any deductions or credits permitted under the Agreement. Upon the issuance of a Certificate of Payment, the Owner shall make a progress payment to the Contractor no later than the last day of the month in which the Certificate of Payment was issued, in the amount of the Certificate of Payment, less a retainage of 10% that shall be retained until Final Payment. If Contractor's Application for Progress Payment is denied, and no Certificate of Payment is issued, Owner shall have no obligation to make a progress payment therein.

6.2.2 Final Payment. Final Payment is not due until the following have occurred:

(1) the Contractor has delivered to the Owner a bond, a clean irrevocable letter of credit, cash or other security satisfactory to the Owner indemnifying Owner against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the Agreement or on account of any claim which either Owner or Contractor believes may be asserted;

(2) the Owner has inspected and approved the Construction Services as complying with the Agreement;

(3) written consent of surety, if any is given;

(4) any manufacturers' or suppliers' warranties and equipment literature, and any as built plans required are delivered to Owner; and

(5) the Owner and Contractor have complied with all requirements for Final Payment imposed by applicable law.

Upon these conditions being met by the Contractor, the Contractor shall issue a Certificate of Completion in the form attached hereto as Attachment E, and submit the same to the OR, or in the absence of an OR, the Owner. On or before the fifteenth (15th) day of receiving the Certificate of Completion, the OR, or in the absence of an OR, the Owner, shall either reject Contractor's Certificate of Completion or recommend final acceptance to the Owner. Upon the issuance by Owner of a Final Certificate of Acceptance pursuant to Article IV, Section 4.1 and Release of Liens by Contractor pursuant to Article VI, Section 6.2.5, the Owner shall make Final Payment to Contractor of all amounts to which Contractor shall be entitled, which have not been paid, unless withheld pursuant to this Agreement.

6.2.3 Interest on Past Due Progress Payments. Once a payment owed by Owner to Contractor becomes past due, pursuant to this Article, monthly interest payments at the rate of one-precent (1.0_%) per annum shall be paid by the Owner to the Contractor on all unpaid balances (less amounts held in retainage). This provision shall not apply to any payments withheld by Owner pursuant to Article VI, Section 6.2.4.

6.2.4 Exceptions to Payment. Notwithstanding any payment obligations under this Agreement, Owner shall have no obligation to provide any payment to Contractor, of any kind, or for any purpose, while Contractor is in default of any of the provisions this Agreement.

6.2.4 Effect of Payment, Revocation and Refund. The approval of an Application for Progress Payment, the issuance of a Certificate of Payment, the payment of a Progress Payment, the Final Certificate of Acceptance, and Final Payment shall not be deemed an approval by Owner of Contractor's workmanship or materials, nor shall they be deemed a basis to deny the subsequent rejection thereof. If any of Owner's acceptances are subsequently revoked, Owner shall be entitled to recover any payments made to Contractor if the revocation is based upon Contractor's failure to perform the Construction Services hereunder in conformity with the

specifications and technical requirements contained within this Agreement.

6.2.5 Release. Before any Final Certificate of Acceptance shall issue, Contractor shall execute an affidavit that it accepts the same in full payment and settlement of all claims on account of Construction Services done and materials, equipment, and supplies furnished under this Agreement, and that all claims for materials, equipment, or supplies provided or labor performed have been paid or set aside in full. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise. Upon the completion by Contractor of the construction of the Project but prior to Final Payment to Contractor, Contractor shall deliver to the Owner, releases of all liens and of rights to claim any lien, in the form attached hereto as Attachment F from all manufacturers, material suppliers, and subcontractors furnishing services or materials, equipment or supplies for the Project. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Contractor.

6.3 Payment to Suppliers. Contractor agrees to pay each supplier, if any, within five (5) days after receipt of any payment from the Owner

ARTICLE VII
TERM, TERMINATION AND REMEDIES

7.1. Term. The term for the Agreement shall begin on the Effective Date and remain in effect until the end of the Term or Owner provide a written notice of termination.

7.2 Default. The Contractor shall be in default of this Agreement for any anticipatory repudiation, repudiation, non-compliance, or any breach of any term and/or condition contained within this Agreement.

7.3 Termination for Default and Cause. Owner has the right to cancel all or any part of the Agreement, effective on the date specified in our written notice of termination, without liability, if Contractor:

a. Default(s) under 7.2 above;
b. Repudiate or materially breach any part of the Purchase Terms;

c. Fail to provide adequate assurances of performance as requested, and within the time period required by us;

d. Exceed any scheduled performance date or construction milestone;

e. Experience a:

   i. Change of control or a sale of a substantial portion of your assets or become insolvent;

   ii. Bankruptcy; or

   iii. General assignment for the benefit of creditors, or a receiver is appointed for you; or

f. Fail to perform as otherwise specified by Owner, or the Agreement.

In addition to any other rights Owner has to cancel or terminate the Agreement, in whole or in part, Owner may at its option, following ten (10) days' written notice to Contractor with an opportunity to cure (should Owner choose to provide Contractor an opportunity to cure, in Owner's sole discretion), immediately terminate all or any part of the Agreement at any time, effective on the date specified in Owner's written notice to Contractor ("Cure Period"). Any curative action by Contractor must be completed within the Cure Period at Contractor's expense, to the full and complete satisfaction of Owner. In addition to any other rights or remedies we may have in law or equity, or under the terms of this Agreement, Owner may terminate this Agreement or any purchase order, in whole or in part, without further liability to us. Due to the highly critical nature of our unique responsibilities as a public utility provider and notwithstanding

your right to cure above, should Contractor's failure to comply with this Agreement or any purchase order threaten or materially impact Owner's obligations to its customers, the public, or the public interest generally, Owner may terminate this Agreement for cause without allowing you an opportunity to cure.

7.4. Remedies Upon Default. If the Contractor is in default of this Agreement, the Owner may in its sole discretion, without prejudice to any other remedy, (i) permit Contractor, at Contractor's sole cost and expense, to cure, re-work, replace or otherwise remedy the default in accordance with any deadline Owner establishes, (ii) reject any defective materials, equipment or workmanship, have Contractor immediately remove such from the site, and Owner, at its option, may receive a credit or refund or request redelivery of conforming materials, equipment or workmanship, or (iii) after fourteen (14) calendar days' written notice to the Contractor, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and finish the Construction Services by whatever method Owner may deem expedient. If any unpaid balance is owed by Owner to Contractor, the Contractor shall pay the difference to the Owner. In any event of a termination under Article VII, Section 7.3, Contractor will be liable for all direct, incidental and consequential losses, costs and expenses incurred by Owner (including reasonable fees of attorneys and other professionals) relating to the cause for termination. Owner, should Owner terminate all or any part of the Agreement for cause, shall have no obligation to make any payment to Contractor of any kind, or to provide to Contractor any restitution of any alleged damages related to an assertion that Contractor detrimentally relied upon the Agreement.

7.5 Cumulative Remedies. Every right or remedy herein conferred upon or reserved to the Owner under this Agreement shall be cumulative, and shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

7.6 Waiver. Owner's waiver of any right or remedy under this Agreement will not affect any right or remedy subsequently arising under the same or similar clauses. A waiver of nonperformance under this Agreement must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

ARTICLE VIII
MISCELLANEOUS

8.1 Governing Law/Jurisdiction. The Agreement shall be construed and interpreted according to the laws of the State of Arkansas, without regard to the conflict of law provisions thereof.

8.2 Dispute Resolution. An attempt to resolve any dispute, claim or controversy arising out of this Agreement must first be made, in good faith, between an executive of Owner's company, and an executive of Contractor's company, by phone or in person. If such attempt fails, then the dispute, claim or controversy shall be submitted to mediation in Pulaski County, Arkansas. If mediation fails, then final resolution of any dispute, claim or controversy arising out of this Agreement shall be made before a court of law in the Pulaski County, Arkansas. Each party shall bear its own costs, fees and expenses (including attorney fees) during and for any and all stages of dispute resolution.

8.3 Successors, Assigns, and Beneficiaries. The parties to this Agreement are hereby bound, and the parties' successors, executors, administrators, and legal representatives (to the extent permitted herein) are hereby bound, to the other party and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.4 Advertising and Use for Publication. Contractor shall not, without first obtaining Owner's written consent, in any manner advertise, publish, use for publication or otherwise disclose to any third party, any details concerning any aspect of the Construction Services being provided herein or that Contactor has contracted with Owner to furnish Construction Services covered by the Agreement. Contractor shall not have the right to use Owner's marks, names

slogans, logos or other designations, unless agree to in writing by Owner.

8.5 Continuing Obligations/Severability. The obligations of each party under the Agreement, including specifically, but not limited to Article III, Section 3.10.1, Article IV, Section 4.3, and Article V, Sections 5.4 and 5.5 will survive the expiration, non-renewal or termination of the Agreement. Any term or condition that is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction will not apply but the remainder of the Agreement and its terms will not be affected. However, where practicable, the affected term shall be modified through good faith negotiations of the Parties to render such term enforceable and with the intent to enforce, preserve and harmonize the remaining rights and obligations of the Parties to the Agreement

8.6 Proprietary Information/Intellectual Property. All specifications, drawings, notes, instructions, engineering notices, technical data and equipment referred to or supplied by Owner in connection with the Agreement are incorporated into the Agreement by reference. Contractor agrees that this, together with all information (whether disclosed directly or indirectly, orally, in writing or by inspection of tangible objects and whether or not labeled confidential, including without limitation technical design, manufacturing and application information, financial information and business plans, information concerning customers, sales and marketing, know-how and trade secrets) Owner discloses to Contractor is Owner's confidential and proprietary information ("Proprietary Information"), and Contractor will not reproduce, extract, use or disclose it to others without Owner's prior written consent.

Contractor will take reasonable steps to safeguard Proprietary Information from unauthorized access and disclosure. Absent written consent between the parties, Contractor will not make use of any of Owner Proprietary Information in connection with preparing or filing a patent application, including any application containing information that is derived from Owner's Proprietary Information, and Contractor covenants not to file any patent application based on Owner's Proprietary Information including but not limited to a patent application containing information that is derived from Owner's Proprietary Information without Owner's written consent. Contractor will not challenge any application for or subsequent registration of a patent containing information that is derived from Proprietary Information. Contractor shall only use Owner's Proprietary Information for the benefit of the Owner and only for the purpose for which it was provided to Contractor (or other third party designated by Contractor).

Upon demand by Owner or upon completion by Contractor of Contractor's obligations under the Agreement, Contractor will return to Owner all Proprietary Information and Contractor will not retain any copies, summaries or extracts of all or any part thereof. Any information Contractor disclose to Owner with respect to any services or the design, manufacture, sale or use of the Construction Services will be deemed to have been disclosed as part of the consideration for the Agreement, and Contractor will not assert any claim against Owner by reason of Owner's use of such information. Without Owner's express written consent, Contractor will not disclose to any third party or permit any third party to use any samples, over-runs, rejected parts or scrap produced or used by Contractor in connection with the Agreement (collectively, the "Remaining Product"), all of which Contractor agree will be considered Proprietary Information. Upon termination of the parties' relationship, or at any time upon Owner's request, Contractor will destroy all Remaining Product unless otherwise directed by Owner.

Contractor's obligations under this section shall extend for five (5) years after the Final Payment except that Contractor's obligations shall survive and continue in effect with respect to any trade secret or other similar sensitive information protected for a longer period by applicable law.

8.7 Equal Opportunity Provisions. The Contractor represents that:

(a) It has _____, does not have_____,100 or more employees, and if it has, that it has _____, has not _____, furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than $10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form

100 for the current reporting year and that if this Contract will amount to more than $10,000, the Contractor will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

(b) Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

(7) The Contractor will include this Equal Opportunity Clause in every subcontractor purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect

the interests of the United States.

(c) Certificate of Nonsegregated Facilities. The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

8.8 Designated Representatives. With the execution of the Agreement, each Party shall designate specific individuals to act as a representative with respect to the Construction Services, obligations and other responsibilities herein. Such an individual shall have authority to transmit instructions, receive information, and render decisions on behalf of the respective party whom the individual represents.

AECC's Designated Representative	Engineer's Designated Representative
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	_____

With a courtesy copy, which does not constitute notice, to GeneralCounsel@aecc.com

8.9 Notices. Notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, email or U.S. mail to the other party's Designated Representative. Notices shall be effective upon receipt, or such later date specified in the notice.

8.10 Records Retention and Audit by Owner. Contractor shall maintain complete and accurate records relating to the provision of Construction Services under this Agreement, including records at the time span and materials used in providing the Construction Services, for a period of seven (7) years from the date such work was completed. Owner or its representatives may, upon notice to Contractor, audit any and all work or expense records of Contractor or relating to this Agreement including compliance with the Rules. Owner shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to Owner in performance of this Agreement. Contractor further agrees to make such books and records available to Owner, during normal business hours, and upon reasonable notice at any time within the seven (7) year period.

8.11 Counterparts. This Agreement may be executed in one or more counterparts, and if in more than one counterpart, each, when taken together, shall constitute one and the same instrument. Signatures made to this Agreement which are exchanged by facsimile or other electronic means (including via a digital signature process) are true and valid signatures for all purposes here under and shall bind the Parties to the same extent as original signatures.

8.12 Enforcement. In addition to all of their remedies at law and in equity, either Party may also seek injunctive relief for breaches pertaining to a Party's proprietary information or a Party's intellectual property rights under this Agreement,

without the need to first show irreparable harm.

8.10 RUS Financing Statement and Certification. In accordance with United States Department of Agriculture, Rural Utilities Services (RUS)'s efforts to streamline the administration of contract review, found at: https://www.rd.usda.gov/files/UEP_Streamlining.pdf, Owner hereby states and certifies that this Agreement is not an RUS standard contract form, but that it nonetheless contains all of the essential and identical provisions of the RUS standard contract forms. In the unlikely event that these Services are financed by Owner through the United States Department of Agriculture, Rural Utilities Services (RUS), then the Parties agree that any material and applicable term contained in RUS Form 790 or 830, as applicable, that is not addressed in this Agreement shall apply and be incorporated into this Agreement as if set forth word for word.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSE THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES TO BE EFFECTIVE AS OF THE EFFECTIVE DATE:

OWNER

Signature: _____

Title: _____

Date: _____

CONTRACTOR

Signature: _____

Title: _____

Date: _____

Attachment A
Plans, Specifications, and Construction Drawings

[INSERT]

Attachment B
List of Owner Furnished Materials

[INSERT, IF APPLICABLE]

Attachment C
Special Conditions

[INSERT, IF APPLICABLE]

Attachment D
Unit Pricing Schedules

[INSERT]

Attachment E
Example Contractor's Bond

[INSERT]

Attachment F
Example Certificate of Completion

[INSERT]

Attachment G
Example Release of Liens

[INSERT]

EXHIBIT G

WHITE BLUFF DECOMMISSIONING AGREEMENT

THIS WHITE BLUFF DECOMMISSIONING AGREEMENT (this "**Decommissioning Agreement**") is made and entered into as of the Effective Date, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**"), **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), and **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO** ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**" and together with Conway, Jonesboro, and AECC, collectively, "**Owners Group**"). EAL, AECC, Jonesboro, Conway, and West Memphis may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

WHEREAS, EAL and the Owners Group own the White Bluff Steam Electric Station ("**White Bluff**") as tenants in common as set forth in the conveyances among the Parties;

WHEREAS, EAL and the Owners Group have either entered into or expect to enter into four agreements pertaining to White Bluff along with this Decommissioning Agreement: (1) the White Bluff Excess Real Estate Contract (the "**White Bluff Excess Agreement**"); (2) the White Bluff Plant Purchase and Sale Agreement ("**White Bluff Plant Purchase and Sale Agreement**"); (3) the Interconnection Rights Exchange Agreement ("**Interconnection Agreement**"); and (4) the White Bluff Environmental Maintenance Agreement ("**White Bluff Environmental Agreement**");

WHEREAS, the White Bluff Excess Agreement, the White Bluff Plant Purchase and Sale Agreement, and the Interconnection Agreement address the timing and terms by which EAL will acquire all of the property interests of the Owners Group at White Bluff;

WHEREAS, the Parties intend for the White Bluff Environmental Agreement to serve as a stand-alone agreement that governs the handling of only those areas and conditions identified in the White Bluff Environmental Agreement;

WHEREAS, the United States District Court for the Eastern District of Arkansas entered an order in *Sierra Club, et al. v. Entergy Arkansas, LLC, et al.*, Case No. 4:18-cv-854 (Doc. 83) requiring EAL, as operator, to cease the combustion of coal at White Bluff no later than December 31, 2028 (the "Federal Consent Decree");

WHEREAS, the Parties are signatories to the White Bluff Plant Ownership Agreement dated June 27, 1977, as amended ("**White Bluff Ownership Agreement**") and the White Bluff Plant Operating Agreement dated June 27, 1977, as amended ("**White Bluff Operating Agreement**"), which provide the terms for decommissioning White Bluff following the retirement of its two coal-fired units from commercial service;

WHEREAS, the Parties wish to memorialize their agreement as to the timing, scope, and process that will govern the decommissioning of White Bluff included in the White Bluff Plant Purchase and Sale Agreement;

WHEREAS, the Parties understand and agree that this Decommissioning Agreement shall not change, impact, or alter any liability, known or unknown, under the White Bluff Ownership Agreement for the costs of decommissioning White Bluff or their continued right to capacity and energy, or the amount of capacity and energy, set forth in the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012 (the "**Marketing Agreement**");

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
DECOMMISSIONING

1.1 Scope of Work. As of the Effective Date, EAL shall have the authority under this Decommissioning Agreement to, subject only to the requirements of Sections 1.2 and 4.3, oversee, perform, and manage those actions and enter into those agreements with third parties that EAL deems in its sole discretion as necessary to implement the decommissioning of that part of White Bluff covered by the White Bluff Plant Purchase and Sale Agreement pursuant to the terms of this Decommissioning Agreement. EAL expects this work to involve deactivation, decontamination, and demolition of White Bluff. The Parties expect that the foregoing work (the "**Decommissioning Work**") to be performed after the Effective Date may include, but is not limited to, such activities as:

1.1.1 Entering into contracts with third parties to plan or perform Decommissioning Work;

1.1.2 Entering into contracts or other transactions to recycle, reuse, retain, refurbish, transfer, donate, sell, or otherwise dispose of personal property, fixtures, or other items at White Bluff, regardless of how characterized;

1.1.3 Applying for, adhering to, transferring, amending, maintaining, creating, renewing, modifying, or terminating any permits, authorizations, certification, reporting obligation, or other government approvals necessary to perform any Decommissioning Work or perform any other activity with respect to White Bluff required by any federal, state, or local law (excepting anything specifically addressed in the Parties' White Bluff Environmental Site Management Agreement). This includes any authorizations, approvals, or reporting required by the Arkansas Public Service Commission ("**APSC**") related to Decommissioning Work concerning White Bluff, except for those reporting obligations that may be applicable only to an individual Party;

1.1.4 Terminating, modifying, amending, assigning, or otherwise bringing to an end any third party agreements with respect to White Bluff;

1.1.5 Addressing any environmental conditions (which includes, but is not limited to, the disposal of any materials whose disposal is regulated by any local, state, or federal requirement) within the area covered by the White Bluff Plant Purchase and Sale Agreement and that are related to Decommissioning Work and not included in the White Bluff Environmental Agreement;

1.1.6 Conducting activities necessary to protect the physical safety of any Party's employees and contractors, and the general public.

1.2 Continued Operation Through 2028. White Bluff is required by the Federal Consent Decree to cease the combustion of coal at White Bluff no later than December 31, 2028 (the "**Cease-to-Burn-Coal Date**"). The Parties affirm and agree that EAL shall continue to operate White Bluff pursuant to the White Bluff Operating Agreement and the Marketing Agreement through the Cease-to-Burn-Coal Date (or such earlier date as the Parties may agree to in writing). The Parties agree that no work performed under this Decommissioning Agreement shall interfere with EAL's continued operation of White Bluff or implementation of the Marking Agreement, all of which shall continue to be governed by those agreements.

1.3 Completion of Decommissioning. Upon the removal of all existing buildings and achievement of Brownfield Site Status (**defined below**), EAL may, provided EAL has not assigned its rights and responsibilities hereunder pursuant to Section 5.1 or elected to pursue an Alternative Site Use pursuant to Section 1.4, deem the Decommissioning Work to be complete ("Decommissioning Completion") at which time the following shall occur:

1.3.1 EAL shall obtain any approvals or authorizations as might be required by the APSC to recognize Decommissioning Completion.

1.3.2 In the event there is a surplus after all costs of the Decommissioning Work are paid pursuant to Section 2.2, then EAL shall divide among the Co-owners pursuant to the White Bluff Ownership Agreement in proportion to their undivided ownership interests in White Bluff any cash or other consideration remaining from the sale, exchange, scrap value, or other disposition of White Bluff Plant at Decommissioning Completion.

1.4 Alternative Site Use. At EAL's sole discretion, EAL may use, reconfigure, or reconstitute the existing buildings, equipment, and other components of the existing White Bluff infrastructure for any alternative use ("Alternative Site Use"), separate and distinct from those operations set forth and described in the White Bluff Operating Agreement. EAL shall provide each Party notice of any and all buildings, equipment, or other components of the existing plant facility that EAL elects to put to an Alternative Site Use (an "Alternative Site Use Notice"). EAL may transmit multiple Alternative Site Use Notices, which shall function cumulatively. Upon the transmission of an Alternative Site Use Notice, EAL shall be solely liable for all items identified in the Notice, including the decommissioning expenses attributable to the items identified. The transmission of an Alternative Site Use Notice by EAL releases, discharges, and holds harmless all other Parties to this Decommissioning Agreement and hold them harmless from and against any and all liability, loss, damage and expense, directly related to Decommissioning Work for any property identified within an Alternative Site Use Notice. This subsection impacts decommissioning expenses only and shall not be construed to impact any other topics or cost categories.

1.5 Environmental Site Management Agreement Excluded. This Decommissioning Agreement does not include, and in no way affects, the requirements of the separate White Bluff Environmental Agreement that the Parties are entering into contemporaneously with this Decommissioning Agreement. In the event that any conflict shall arise between the Decommissioning Agreement and the White Bluff Environmental Agreement, then the White Bluff Environmental Agreement shall control, and the Parties will work collaboratively together to achieve the purposes of both the White Bluff Environmental Agreement and this Decommissioning Agreement.

1.6 Cooperation. Each Party shall cooperate with EAL as necessary for EAL to implement this Decommissioning Agreement. Such cooperation may include, but is not limited to, executing any releases, assignments, subordinations, or other documents reasonably necessary to perform the Decommissioning Work; provided, however, that this Decommissioning Agreement does not intend to create any agency, master/servant, bailor/bailee, fiduciary, joint venture, partnership, or other entity or special relationship among or between the Parties. Each Party may designate one or more official representatives to participate with EAL in the direction of the Decommissioning Work, although EAL shall have final decision making authority.

2.
COSTS

2.1 Allocation of Costs. The Parties will continue to be responsible for costs associated with implementing this Decommissioning Agreement in the same percentage as each Party's ownership percentage in White Bluff under the White Bluff Ownership Agreement on the Effective Date, which are:

EAL	57.000%
AECC	35.000%
Jonesboro	5.000%
Conway	2.000%
West Memphis	1.000%

2.2 Payment of Costs. EAL shall provide an accounting to the Parties on a semi-annual basis (each, an "**Accounting**") detailing (1) a good faith estimate of the anticipated costs of decommissioning, less the expected proceeds from the sale, salvage or re-use of items ("Net Expected Costs") for the upcoming six (6) month period and (2) the actual costs incurred by EAL, less the actual proceeds from the sale, salvage or re-use of items for the previous six (6) months, compared to the previous estimate for the work that was completed ("Net Actual Costs"). The Owners Group shall each pay their portion of the Net Expected Costs and Net Actual Costs, both to be allocated in accordance with Section 2.1, to EAL within thirty (30) days of receipt of each Accounting. Any payments for over-estimates of Net Expected Costs shall be credited to the overpaying Party in the next Accounting. EAL's first Accounting may be based on a twelve (12) month estimate of the Net Expected Costs, along with any Net Actual Costs incurred after the Effective Date, but all subsequent Accountings shall include the Net Expected Costs for the upcoming six (6) months and the Net Actual Costs incurred for the previous six (6) months as set forth herein.

2.3 Re-Use of Property. The Parties acknowledge that certain equipment, material, fixtures, or other property at White Bluff may have value to one or more of the Parties at a separate location. The Parties further acknowledge that, for the sake of efficiency and mutual cooperation, it is preferred for such property to be first be put to an Alternative Site Use at White Bluff pursuant to Section 1.4 or, if that is not desirable or necessary, then conveyed to a Party in return for fair market value first rather than to have the property conveyed to a third-party. The Parties therefore agree that EAL shall be authorized to enter into such transactions to convey property, either with itself, an affiliate, or another Party, in the course of implementing this Decommissioning Agreement provided that such transaction is disclosed to the Parties in the immediately subsequent Accounting as set forth in Section 2.2 and such is promptly removed from White Bluff for use elsewhere. EAL shall have no obligation whatsoever to seek bids from third parties before entering into any such transactions. For the avoidance of any doubt, any property of any kind that is re-used at Independence shall be subject to Section 1.4.

3.
DECOMMISSIONING COMMITTEE AND TERMS

3.1 Decommissioning Committee. No later than one (1) year after the Effective Date of this Decommissioning Agreement, the Parties shall form a Decommissioning Committee, upon which each Party shall appoint one (1) representative to serve (the "Decommissioning Committee"). The

Decommissioning Committee shall meet on an annual basis leading up to the Cease-to-Burn-Coal Date, with meetings occurring as necessary (but at least quarterly) during deactivation and decommissioning activities. The Decommissioning Committee shall have no authority except for those expressly identified in this Decommissioning Agreement. The primary intent of the Decommissioning Committee shall be to facilitate communication and help achieve a successful and safe decommissioning. The Parties may, by unanimous consent, cancel any meeting of the Decommissioning Committee. EAL shall nominate at least two members of the White Bluff plant management to the Decommissioning Committee to provide site insight and background.

3.2 Decommissioning Committee Meetings. EAL shall provide to the Owners Group an update at least ten (10) days in advance of the Decommissioning Committee's annual meetings prior to the Cease-to-Burn-Coal Date, which shall be held in October, describing the decommissioning planning that EAL has performed or overseen in the prior twelve (12) months and any plans for work reasonably expected to occur in the coming twelve (12) months, including anticipated budgets if available. EAL shall also provide a summary of expenses incurred and any revenue realized from Decommissioning Wctivities. The Decommissioning Committee shall also address any matters expressly identified in this Decommissioning Agreement as those to be disclosed to and ratified by the Decommissioning Committee. It is anticipated that EAL's Decommissioning Work will identify sampling, communications, project, contracting, and mobilization milestones and timelines over a period of years for review by the Decommissioning Committee, which will result in a decommissioning plan and a dismantlement plan.

EAL may call a special meeting of the Decommissioning Committee to conduct whatever business EAL may propose provided that EAL provides ten (10) days' advanced notice of the special meeting.

3.3 Financial Assurance. Each Party shall provide to EAL, upon EAL's reasonable request, documentation of financial assurances regarding such Party's ability to pay for its share of the cost of the Decommissioning Work.

3.4 Timeline and Target Status. EAL shall complete decommissioning no later than December 31, 2034, except for those items for which delayed decommissioning has been approved pursuant to Section 1.4, 2.3, or 3.5. EAL shall decommission to Brownfield Site Status, which is defined as the following minimum requirements:

- complete removal of all regulated and universal wastes, including the abatement of all asbestos containing materials at White Bluff;
- power must be completely disconnected from all structures;
- all structures must be removed to grade with the current concrete slabs and asphalt roadways remaining in place (concrete slabs above grade must be removed); and
- below-grade tunnels, cavities, and piping must be sealed and a controlled low strength material (CLSM) or crushed fill material be placed in the below grade structures to prevent material or people from entering post decommissioning.

Brownfield Site Status shall not apply to the White Bluff landfill or any coal combustion residual area that is subject to regulation, which are governed by the Parties' White Bluff Environmental Agreement and applicable law, or to any areas put to an Alternative Site Use per Section 1.4.

3.5 Delaying Decommissioning. If necessary, EAL may identify in writing to the other Parties areas of White Bluff with reasonable specificity where EAL proposes to delay decommissioning. EAL shall be entitled to an additional two (2) years to complete decommissioning of any such areas. EAL shall be solely responsible for any increased costs of decommissioning arising from the delay but is not limited

to, increased inflation, mobilization, and demobilization expenses, as well as vendors increasing the costs of goods and services.

4.
OTHER AGREEMENTS

4.1 Amendments. This Decommissioning Agreement is intended to clarify both the White Bluff Ownership Agreement and the White Bluff Operating Agreement regarding decommissioning. In the event of any conflict between the provisions of this Decommissioning Agreement and the provisions of the White Bluff Ownership Agreement or the White Bluff Operating Agreement, the Parties agree that as to any dispute between them, the Decommissioning Agreement shall control as an amendment thereof. The Decommissioning Agreement clarifies Section 13(o) of the White Bluff Ownership Agreement and, to the extent there is an irreconcilable conflict, the Decommissioning Agreement amends Section 13(o) of the Ownership Agreement in entirety.[1]

4.2 Termination of Other Agreements. The Parties agree that:

4.2.1 EAL's operation and management of White Bluff decommissioning shall be governed by this Decommissioning Agreement, independent of any other agreement or the expiration of any other agreement.

4.2.2 The White Bluff Ownership Agreement shall terminate once Sections 1.3.1 and 1.3.2 and 1.3.3 are complete except that any of its terms that expressly survive termination shall remain enforceable under Arkansas law.

4.2.3 The Parties agree that White Bluff shall be considered "retired from commercial service" as the term is used in Section 6(b) of the White Bluff Operating Agreement upon satisfaction of Section 1.3 of this Decommissioning Agreement.

4.3 Coordinated Decommissioning Efforts and Joint RFP. The Parties acknowledge that AECC will be conducting the decommissioning of the Independence Steam Electric Generating Station under a separate Independence Decommissioning Agreement. It is the Parties' intent to leverage their negotiating position with vendors by soliciting bids to perform work at both sites at a discount. The Parties further intend to use EAL's experience implementing the Decommissioning Work at White Bluff, and the experience of EAL's contractors performing such work, to allow AECC to decommission Independence more efficiently, based on lessons learned. The Parties further acknowledge that EAL, as current operator of Independence, has experience about the site that would be of use to vendors performing work and that EAL may be required by the APSC to ensure that Independence is decommissioned according to the APSC's requirements. The Parties therefore agree as follows:

4.3.1. EAL and AECC shall prepare a Joint Request for Proposals ("Joint RFP") to obtain turnkey bids from contractors to perform Decommissioning Activities at both White Bluff and Independence, or at White Bluff or Independence independently if a bidder is unwilling to bid on performing both projects, in order to maximize any efficiencies that might inure to the Parties' collective benefit, such as economies of scale, lessons learned, or reduced onboarding time between the two plants.

[1] NTD: EAL appreciates the desire to standardize the language between both agreements as much as possible. However, for whatever reason the WB Ownership Agreement has specific end-of-life language that the parties declined to include in the Independence Ownership Agreement. That is why different language is appropriate.

The Joint RFP must meet the standard contractor procurement and safety requirements of both EAL and AECC, which are complementary.

4.3.2. EAL has discretion to select the contractor(s) of its choice for Decommissioning Work at White Bluff; however, EAL must select a contractor from the Joint RFP and may not independently select a contractor outside the Joint RFP. In the event that EAL is required to change a contractor, the replacement contractor shall be a contractor from the Joint RFP. If no entity bids into the initial Joint RFP, EAL and AECC must continue to issue Joint RFPs for both White Bluff and Independence until a contractor (or contractors) are selected. EAL and AECC may request refreshed or updated RFP bids that may be necessitated by the passage of time or charged circumstances.

4.3.3. AECC shall designate one person with a relevant background/work experience to work with EAL as it plans for and implements Decommissioning Work at White Bluff.

4.3.4. The Parties agree that the Decommissioning Work performed at White Bluff and Independence shall materially conform to the guidelines set forth in **Exhibit A** attached hereto. EAL must ensure that all liability protection and insurance provisions of its contracts, as reflected in **Exhibit B-1** (or the updated form of **Exhibit B-1**), with the contractor selected to decommission White Bluff shall apply to all Parties. Such protections shall include an express waiver of consequential, indirect, special, punitive and exemplary damages by the contractor against all Parties, and the following protections at minimum:

(i) Sections 2.3, 2.4, 2.5, and 2.7, of **Exhibit B-1**, including all subparts, and

(ii) Articles IV, VII, IX, and X of **Exhibit B-1**, including all subparts.

4.3.5 EAL shall ensure that the Parties are made additional insured(s) for any insurance required by the provisions of any contracts for the Decommissioning Work and that all such insurance policies contain a waiver of subrogation in favor of the Parties.

4.3.6 EAL will not enter into contractual terms with the contractor selected to decommission White Bluff that obligate the Parties to indemnify the contractor or its subcontractors.

4.3.7 The contractor and subcontractors performing decommissioning activities shall not advertise the marks, names, slogans, logos or other designations of the Parties unless agreed to in writing by a consenting Party or Non-Party Owners.

4.4. **Transitioning from Operations to Decommissioning.** After the earlier or any mutually-agreed upon transition date or the Cease-to-Burn-Coal Date, EAL shall begin deactivation activities ("**Site Closure Activities**") that EAL considers appropriate given that White Bluff will no longer be burning coal. This might include, but is not limited to, proper disconnection of equipment and record retention. EAL may begin to implement the Decommissioning Work while Site Closure Activities are ongoing provided that in no event shall any Decommissioning Work interfere with or otherwise delay the Site Closure Activities.

5.
WITHDRAWAL AND ASSIGNMENT

5.1 Withdrawal and Assignment. EAL may, upon thirty (30) days written notice to the Owners Group, indicate an intent to assign its rights and responsibilities under this Decommissioning Agreement to another person or entity with the technical qualifications and financial resources to decommission a coal-fired generating plant, including an EAL affiliate. Notwithstanding anything to the contrary herein, in the event of such an assignment, EAL shall not be required to perform this Decommissioning Agreement, except that that EAL must ensure the terms and goals of this Agreement are achieved with regard to any assignee.

6.
LIABILITY

6.1 Liability. EAL shall have no liability to any Party for any loss, damage or expense suffered by that Party or for any damage to such Party's property interests in White Bluff or any portion of White Bluff arising out of or resulting from any action taken or failed to be taken by EAL or any employee of EAL pursuant to this Decommissioning Agreement unless such loss, damage or expense results from the willful misconduct of EAL, the failure of EAL to use its reasonable best efforts to conform with good utility practices (giving regard to practices generally accepted within the national utility industry) in discharging its obligations under this Decommissioning Agreement, or such loss, damage or expense results from or is incurred by EAL, by reason of EAL's alternative use of the existing buildings and other components of the existing White Bluff infrastructure, pursuant to Section 1.4 of this Decommissioning Agreement In the event EAL, in the performance of its duties pursuant to this Decommissioning Agreement incurs any liability to any third party other than resulting from the willful misconduct of EAL or pursuant to Section 1.4 above, the amount paid by EAL on account of such liability shall be considered a cost of decommissioning to be apportioned among the Parties as pursuant to Section 2 of this Decommissioning Agreement.

7.
DEFAULT

7.1 Breach. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to either Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING

WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

8.
MISCELLANEOUS

8.1 Notices. All notices, demands, and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Decommissioning Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 8.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, Arkansas, 72201
with a copy to:	Jeff Rosencrants Asst. General Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303

with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 East Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

8.2 Entire Agreement. This Decommissioning Agreement embodies the entire agreement between the Parties solely relative to the subject matter hereof, specifically the performance of decommissioning of the White Bluff facility, and supersedes all prior oral or written communications or understandings between the parties related to such subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. For the avoidance of doubt, nothing in this Decommissioning Agreement shall be construed as altering the Parties' right to capacity and energy, and the amount of capacity and energy, set forth in the Marketing Agreement.

8.3 Amendment. This Decommissioning Agreement may be amended only by a written instrument executed by the Parties.

8.4 Headings. The captions and headings used in this Decommissioning Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Decommissioning Agreement.

8.5 Time of Essence. Time is of the essence of this Decommissioning Agreement; however, if the final date of any period which is set out in any provision of this Decommissioning Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.6 Governing Law. This Decommissioning Agreement shall be governed by the laws of the State of Arkansas.

8.7 Successors and Assigns; Assignment. This Decommissioning Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights or obligations under this Decommissioning Agreement may be assigned unless expressly allowed such as in Section 5.1 or with the written consent of all Parties.

8.8 Invalid Provision. If any provision of this Decommissioning Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Decommissioning Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Decommissioning Agreement; and, the remaining provisions of this Decommissioning Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Decommissioning Agreement.

8.9 Attorneys' Fees. In the event it becomes necessary for a Party hereto to file suit to enforce this Decommissioning Agreement or any provision contained herein, attorneys' fees shall not be recoverable by any Party pursuant to any contractual provision contained herein or any state or federal statute allowing for such recovery, and each Party agrees to be responsible for and fully bear its own litigation costs and fees incurred in such suit, including attorneys' fees.

8.10 Multiple Counterparts. This Decommissioning Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Decommissioning Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

8.11 Effective Date. As used herein, the term "Effective Date" shall mean the first date upon which this Decommissioning Agreement has been fully executed by all Parties.

8.12 No Personal Liability. Notwithstanding any provisions in this Decommissioning Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Decommissioning Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Decommissioning Agreement. Notwithstanding the foregoing, nothing contained in this Section 8.12 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Decommissioning Agreement.

8.13 Construction. This Decommissioning Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Decommissioning Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

8.14 This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023 and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

EXHIBIT A
DECOMMISSIONING REQUIREMENTS

Decommissioning, to consist of deactivation, decontamination, and demolition, at both plants will be generally occurring along the following timeline: Joint Decommissioning Project Management Contractor RFP development and execution, site closure activities by EAL, Contractor planning and reporting (Safety, Security, Engineering), site make-ready activities, Regulated Materials Assessment and other pre-demolition studies, pre-demolition inspection, demolition activities, cleanup and disposal, remediation and mitigation if necessary, final grading, and final site inspection and closure documentation. Environmental and regulatory compliance activities will be on-going through all stages.

AECC will be the Decommissioning Operator for the Independence plant. EAL will be the Decommissioning Operator for the White Bluff plant. Each Decommissioning Operator shall appoint an employee(s) as the Decommissioning Operator's Engineer/Project Manager responsible for collaborating with and overseeing the Decommissioning Project Management Contractor selected from the Joint RFP. The Decommissioning Operator's responsibilities shall include overseeing staffing, budget, report outs, contracts, developing work packages and schedules, determining resources needed for all tasks, collaborating with the site's operational staff and environmental lead to identify/assess/prioritize/mitigate potential environmental risks from deactivation through demolition, including appropriate inspections throughout, and complete all final inspections and documents to verify completion of activities.

I. Site Closure Activities and Timeline Requirements

a. EAL to conduct site closure activities up to six (6) months after cease-to-use-coal date.
b. Site closure activities include but are not limited to proper disconnection of equipment, record retention, and to make safe conditions. Some equipment to remain operational to meet applicable safety, environmental, or other regulatory requirements and standards (e.g. FAA stack lighting, water treatment facilities, sump pumps, etc.).
c. Computers/servers will be inventoried and reclaimed by EAL's IT department.
d. EAL will ensure that removable data collection devices are managed prior to removing power by conducting a thorough review and implementing measures to safeguard data integrity.
e. EAL to retain, dispose of, and transfer to co-owners upon request the site's retained records in accordance with its standard records retention policy. (Records generated after EAL's completion of site closure activities shall be handled in accordance with the Decommissioning Operator's Records Retention Policy and applicable regulations.)
f. EAL's Planner Scheduler to develop work packages for removal of lubrication oils and chemicals and discontinue any automatically scheduled PMs/WRs.
g. For any non-fixture property jointly owned by co-owners, EAL will create an Inventory Plan to evaluate inventory and retired equipment for reuse or transfer, and to stop restocking or cancel supply contracts.

DECOMMISSIONING OPERATOR TO ENSURE THE FOLLOWING REQUIREMENTS ARE MET:

II. Physical Requirements

a. End State

i. Complete removal of all regulated and universal wastes, including the abatement of all asbestos containing materials but only to the extent required by federal or state environmental laws and/or regulations with the ultimate objective of obtaining a brownfield certification

ii. All structures are removed to grade with the current concrete slabs and asphalt roadways remaining in place (concrete slabs above grade must be removed)

iii. Below-grade tunnels and piping are sealed and a Controlled Low Strength Material (CLSM) is placed in the below grade structures to prevent material or people from entering post decommissioning

b. Engineering

i. Prior to any active field work, Decommissioning Operator's Engineer/Project Manager must conduct a thorough site walk-through with operations and experienced environmental, engineering, mechanical, and electrical personnel to identify issues.

ii. The Decommissioning Operator is responsible for:

1. Monitoring and documenting demolition activities and reporting variances
2. Reviewing and signing off on contractor work plans
3. Reviewing and commenting on schedules, change orders, and invoices
4. Monitoring environmental and safety compliance
5. Reporting variances and changes
6. Documenting field activities and overall site conditions

iii. Decommissioning Operator's Engineer Field Safety Officer is responsible for:

1. Observing fieldwork
2. Reviewing contractor plans and safety documents
3. Documenting and reporting variances
4. Participating in daily safety meetings
5. Reviewing contractor training and permits
6. Reporting near misses and assisting in root cause evaluations
7. Promoting a proactive safety culture

iv. Physical separation of systems - Decommissioning Operator's Engineer/Project Manager and operations staff must ensure all energy sources to equipment and structures set for removal and/or demolition have been isolated under a Lock Out Tag Out (LOTO) procedure, an applicable physical separation introduced (air gap, piping cut, blind flange, etc.), and the LOTO equipment removed prior to any removal or demolition work beginning.

v. Transmission Interconnections - Decommissioning Operator's Engineer/Project Manager and operations staff shall work with the Transmission Operator, Local Balancing Authority, and relevant regional regulatory bodies (MISO, SERC, NERC) to ensure the units have been appropriately removed from generation service with all power connections between the active grid and site transformers/equipment isolated, physically separated, and removed. This should include all site operational connections via high voltage transmission lines within the local switchyard and should take into account NERC reporting and testing requirements or effects on NERC processes and procedures.

vi. Repower critical systems from Distribution feed - Decommissioning Operator's Engineer/Project Manager shall work with operations staff and Distribution Provider to design, build, and connect site systems deemed as critical systems by the Decommissioning Operator to new power sourced from medium voltage Distribution lines run onsite and exclusive from existing operation's electric systems.

vii. IT/Telecom asset located on site - EAL's/Decommissioning Operator's Engineer/Project Manager shall record and demarcate the location of any and all IT and Telecom assets onsite including but not limited to microwave transmitters, relays, tower structures, and fiber optics, coaxial, or other buried communication equipment.

viii. Condition assessment for selected components - Decommissioning Operator's Project Management Company shall identify any unsafe site conditions that must be remedied before the start of invasive decommissioning activities.

ix. Disposition of underground structures (tanks, circulating water lines, cable vaults, coal tunnels, etc.) - Decommissioning Operator's Project Management Company shall plan to remove underground structures where environmental or safety standards require and to fill and seal other below-grade structures and piping to mitigate safety and environmental hazards as outlined in the End State conditions prior.

x. Drawing updates - Decommissioning Operator's Engineer/Project Manager shall be responsible for updating all applicable site drawings to reflect the physical condition of systems onsite as decommissioning progresses and completes to ensure up-to-date technical records (e.g. physical separation points, equipment removals, power source changes, etc.).

xi. A site survey shall be conducted at final disposition and provided to all co-owners.

c. **Elevated Structures**

i. FAA lighting requirements for stacks and radio towers must be maintained until stacks/radio towers are demolished.

ii. Must document "as left" condition of altitude tanks for fire protection and demolition scoping.

d. **Transformers**

i. All transformers must be catalogued.

ii. PCB analysis must be performed on each applicable unit and plans made for proper handling/disposal. Any container potentially containing oil-filled electrical equipment such as transformers, regulators, capacitors, and bushings must not be disturbed without obtaining approval from the Decommissioning Operator. Contractor ***must assume*** that unlabeled oil-filled electrical equipment is **PCB Contaminated** (50 to 499 ppm). (Equipment with greater than 499 ppm is referred to as PCB.) Any leakage from a PCB or PCB Contaminated container must be reported to the Decommissioning Operator immediately.

iii. Determination made as to which transformers will remain in service for site power and plans developed for ongoing O&M with plant that will have responsibility pre-demolition.

iv. Determination made if any transformers are EAL system spares or backups that need to be moved to other sites; if not EAL-system spares or backups, transformers to be disposed pursuant to Decommissioning Agreement terms

v. Engage TOC to develop plan for de-termination and disconnection from grid power and DC power sources; engage TOC/DOC early to plan grid disconnection, control system status, and repower equipment needing offsite distribution.

vi. Remove and dispose oil from all transformers/OCBs that will remain on site until demolition
vii. Engage Decommissioning Operator's Supply Chain experts (for Entergy, Investment Recovery) or Project Management Company's Supply Chain experts to determine if any plant equipment may have use or value elsewhere as salvage equipment versus the potential value as scrap materials.
viii. NERC - coordinate with the site NERC Champion how the shuttering process impacts compliance until all grid connections are removed.

e. **Pressurized Systems**

i. Natural gas fuel supply must be disconnected, air gapped, and vented.
ii. Hydrogen for turbine cooling vented and removed from site.
iii. CO2 fire suppressants vented and removed from site.
iv. Other fire suppressant systems rendered inactive per approved disposal methods
v. All portable gas cylinders collected and removed from site, with all fill valves removed prior to recycling.

f. Fluid Filled Systems

vi. All water filled systems must be drained to prevent freezing or unauthorized release due to broken lines.
vii. All day tanks and piping must be fully drained. Chemicals shall be labeled and transported for use to other sites or disposed of in accordance with governing regulations.
viii. Documentation must be made of "as left" condition of circulating water lines.

g. River Structures

ix. Docks must be placed in Caretaker Status if not used.
x. Lighting requirements on docks must be maintained until demolished.
xi. Levee District or Coast Guard requirements for structural condition must be maintained.
xii. Determination must be made of all future Section 10 work and permit lead time, requirements for levee inspections, and maintenance of all access roads.

III. Contractor Requirements

a. **Contracting**

i. Contractor(s) selected for work on site must agree to terms and conditions that are typical for such complex transactions and must include provisions substantially similar to EAL's standard contract provisions governing risk of loss, indemnification for third party property damages and injuries, coemployment risks, insurance requirements, compliance with applicable laws, environmental compliance, and disclaimers of types of Decommissioning Operator's liabilities for consequential, indirect, special, or punitive damages.
ii. Decommissioning Operator's terms and conditions with Contractor must include, at minimum, the Minimum Necessary Terms and Conditions attached to as Exhibit A-1. The Minimum Necessary Terms and Conditions are not intended to be exhaustive but include the topics and positions that AECC and EAL will include in agreements with Contractor(s) and Subcontractor(s) selected for work.
iii. The Decommissioning Operator must obtain the liability protections contained in the Exemplar Terms and Conditions (Ex. A-1) for itself and the benefit of all other co-owners, both directly and as third party beneficiaries. Decommissioning Operator must ensure that it is not placed in a more favorable position than any co-owner concerning liability protections obtained from selected Contractor and subcontractor(s).

b. **Certifications**

i. RFP Bidders must have an Arkansas Contractor's License issued by the State Licensing Board. All successful bidders must file with the state Contractor's Licensing board a surety bond in the amount of $10,000.00 before work can begin. Non-resident bidders must file with the Director of the Department of Finance and Administration a surety bond in the amount of 10% of the bid price before work can begin. The bond is required by law.

ii. Contractor Safety Representative, discussed below, must have a minimum of three (3) years in construction safety, hazard recognition, accident investigation and root cause analysis. Contractor Safety Representatives must possess a recognized safety designation from the following list including, but not limited to, CUSP, CSST, OHST or COSS. Proficiency and proof of completion of OSHA 510 and/or OSHA 511 courses may serve as a substitute to required designation.

c. **Safety**

i. Contractors/subcontractors must meet the following safety requirements to be selected:

1. Three-year average Total Recordable Incident Rate (TRIR) ≤ 100% of the North American Industrial Classification System (NAICS) code for appropriate industry;

2. Three-year average Days Away Restricted or Transferred (DART) ≤ 100% of the North American Industrial Classification System (NAICS) for appropriate industry;

3. No fatalities within the last three years
4. No OSHA Willful or Serious citations within the last three years;
5. In business for at least three years.

d. **Sub-contractor Selection**

i. RFP bidders to include in their proposal a list of potential subcontractors and a management plan for subcontractors.

ii. Selected Contractor shall identify all subcontractors that will be mobilized on site. All subcontractors shall be approved in advance by Decommissioning Operator. All subcontractors must be identified, reviewed and approved prior to executing a contract. Any subcontractor changes after contract execution must be approved by Decommissioning Operator.

iii. Decommissioning Operator has complete discretion to reject any and all subcontractors.

IV. Security and General Safety Requirements

a. **Security**

i. Contractors shall be responsible for tracking the presence of all site personnel and visitors on each job location. Contract personnel must sign a log sheet, daily, which identifies personnel on site.

ii. Contractors shall prevent unauthorized access to the jobsite by any vehicle or personnel. When not in use, all doors and gates shall be locked and secured.

iii. Possession of weapons (including, but not limited to, firearms or ammunition) on site by Contractor, subcontractors, or visitors are strictly prohibited.

iv. Contractors shall submit a security plan to Decommissioning Operator for review. Decommissioning Operator will ensure 24-hour security from qualified personnel occurs for work site and any other off-site storage facilities, to be performed either by Decommissioning

Operator, Contractor, or a subcontractor. All existing perimeter fences shall be maintained through the completion of all Decommissioning Activities

v. Decommissioning Operator to develop security and safety plan for the period during deactivation and for long-term post-deactivation/pre-demolition
vi. Decommissioning Operator shall work with the site NERC Champion or other NERC experts to determine what site status updates must be provided to NERC and when from deactivation to completion of demolition.
    1. Notify NERC via prc-001@entergy.com of unit status changes

b. **Safety**

i. It is incumbent upon the Contractor and all subcontractors to perform all tasks with safety as the highest priority. Contractor shall be responsible to correct any unsafe or environmentally hazardous condition(s) caused by contractor or a subcontractor. Decommissioning Operator has the right and obligation to shut down any work for any health, safety, or environmental issues, whether caused by Contractor, subcontractors, or another party.
ii. Contractor is required to have a dedicated company safety representative on the project full time for the duration of the project or to support baseload crews. A minimum of 1 safety representative is required per 25 personnel. This individual shall have no other duties or responsibilities other than safety.
iii. Observing and managing fatigue and the health and welfare of employees is of the utmost importance. At no time shall crew members work more than 14 consecutive days without a minimum one-day break. Crew schedules to be reviewed by Decommissioning Operator prior to the start of work and maintained on file.
iv. Contractor must implement at Lock Out, Tag Out system with a Hazardous Energy Control Procedure (HECP) and additional Personal Protective Equipment (PPE).
v. While on the Owner's property, all contractor and subcontractor personnel must have a photo ID. Proof of completion of the appropriate training courses successfully completed will be maintained on file.
vi. The following incidents shall be promptly reported to all co-owners as well as any corrective action plan, timeline, and report on final measures undertaken:
    1. Serious Injury, Illness or Fatality (SIF)
    2. High impact – Potential Serious Injury/Illness or Fatality (PSIF)
    3. Willful or serious OSHA violations;
    4. Willful violations of Decommissioning Operator procedures
vii. All electrical sources must be tested and marked to verify no voltage is present.
viii. Decommissioning Operator to work with their Risk Engineering and Insurance experts to identify areas where fire protection systems will no longer need to be tested and identify specific fire protection equipment that can be removed from service.
ix. Plan and cost estimate must be Developed for maintaining fire protection elements that will need to remain in service.
x. Decommissioning Operator shall have site-specific environmental and safety orientations for Contractor employees.
xi. Contractor shall submit a draft specific Safety Plan after award but prior to mobilization; the Decommissioning Operator will meet and review the contractor and subcontractor Safety Plans to ensure they are acceptable and attempt to prevent/mitigate known risks.
xii. Contractors shall have in place for each work location an Emergency Response Action Plan, which will be reviewed and approved by the Decommissioning Operator. The plan must include:
    1. 911 address, GPS coordinates;
    2. A process for reporting medical emergencies, fire emergencies, inclement weather, rescue plans, terroristic threats and other emergent situations;

3. Muster points, evacuation routes, rescue from heights, bomb threats, active shooter plan, reporting medical and fire emergencies and other emergent situations;
4. Contact information for all key personnel on location as well as Decommissioning Operator Telephone numbers and locations for hospitals, medical clinics, fire, police, and emergency medical services;
5. In the case of an emergency, the person in charge of a crew, project or scope of work shall be responsible for making the determination of the severity of the incident and make the appropriate call to 911, or determination of transportation to the closest facility to provide care, taking into consideration location and impact to generation facilities and other facilities to be notified; and
6. Contractor shall develop an inclement weather plan that includes lightning and extreme weather conditions. Weather conditions should be monitored continuously, and the affected employees should be notified of the weather conditions and the measures put in place to protect employees from inclement weather.

xiii. The contractor Safety Representatives and Field Supervision will be required to perform at minimum one (1) safety observation per week in the field. The safety observation should be informative, providing details on the strengths and opportunities coached on weekly. Contractor Safety Representative will identify best practices, trends and action plan to eliminate weaknesses.

xiv. Safety and Field Supervision is expected to visit work locations daily to review safety with crews including Job Hazard Analyses (JHAs), hazard recognition coaching, strengths, opportunities to improve and corrective actions needed to enhance safety awareness for everyone associated with work in the field.

xv. The Decommissioning Operator may request, depending on circumstances, specific safety stand downs be conducted by the Contractor determined by safety events, safety alerts and other general safety matters. Where appropriate, recovery plans should be requested by the Decommissioning Operator to address specific safety concerns.

xvi. All incidents, accidents, close calls, good catches, first aids and property damage experienced shall be reported to the Decommissioning Operator, investigated and analyzed by qualified personnel. Root cause analyses and causal determination reports shall be performed for significant incidents, injuries (SIF/PSIF) and close calls. Corrective actions will be developed, implemented, and monitored to determine the effectiveness in preventing re-occurrence. Decommissioning Operator may request a root cause/causal determination for any event (not just SIFs/PSIFs).

xvii. In the event of a significant or serious accident (SIF/PSIF), the accident scene shall not be disturbed until the Decommissioning Operator has an opportunity to review and investigate the scene with the Contractor and, if necessary, law enforcement or emergency responders. The exception to this requirement is for circumstances or conditions where imminent danger exists to those providing emergency services at the scene of the incident.

xviii. As soon as any injured employees are out of harm's way and receiving medical care (if needed), Contractor shall notify the Decommissioning Operator within two hours with preliminary accident information. The Decommissioning Operator's oversight personnel assigned to the project should be contacted first. An initial report (including possible photographs) of any injuries or significant events is required within 24 hours of the incident identifying causes and corrective actions. A root cause/causal determination of the incident shall be procured by the Decommissioning Operator within five business days from the event.

xix. For Safety Critical Activities, the Contractor or subcontractor shall provide written detailed work plans to be approved by the Decommissioning Operator. The appropriate controls must then be implemented to reduce the level of risk determined. Specific oversight may be required as an appropriate control.
    1. Safety Critical Activities include: Hot Surfaces, Moderate Risk to Environmental Compliance, Adverse Weather, Non-Hazardous Chemicals and Solvents, One-time Exertion or Repetitive Motion, Excessively Heavy Materials/Tools > 50 lb., Uneven, Unpaved or Slippery Surfaces, Sharp Hand Tools/Power Tools that Rotate or Vibrate Quickly/Excessively, Collision Loss of Control (Diving), Fire or Explosion, Exposure to Primary and Secondary Voltage, Engulfment and Cave Ins, Confined Spaces, Elevated Locations (Falls) >4ft, Cranes and Heavy Equipment, Rigging and Hoisted Loads, Operation of Helicopters, Release or Exposure to Toxic, poisonous or pathogenic materials, and Potential Significant Impact to Environmental Compliance.

xx. Proper traffic control must be in place when transporting materials, offloading materials near roadways, and accessing/egressing roadways as well as when occupying areas adjacent to traffic lanes.

xxi. Visitors must be escorted at all times inside the jobsite or construction work area.

xxii. Anyone associated with the project has the right to STOP work for any safety or potential safety concerns at any time. Decommissioning Operator has the right and obligation to ensure the Contractor addresses any and all conditions that create unsafe or environmentally unfriendly conditions.

xxiii. At a minimum, foremen and above shall be certified in CPR/FA/AED and be available to administer CPR. Each work location must have multiple individuals certified and capable of administering CPR. At no time shall any specific work site not have designated personnel assigned to administer CPR.

xxiv. A JHA must be performed by contractor personnel and subcontractors daily in order to seek ways to eliminate hazards through engineering or administrative controls; if the job scope is changed, the JHA must be updated and reviewed by entire crew. All crew members must participate and be actively engaged in the JHA development. The JHA shall be explained to and signed by all employees on the jobsite. Should additional persons come onto the jobsite, they are to be briefed and must sign the job briefing. The job briefing shall cover at a minimum the following areas:
    1. Work Procedures – scope of work for the day
    2. Energy Source Controls (if applicable)
    3. The task steps, the hazard and the elimination or mitigation (if elimination cannot be achieved)
    4. Personal Protective Equipment (PPE) required
    5. Emergency Procedures – a specific site Emergency Action Plan is required for all job locations – separate from the JHA but attached to the JHA
    6. A review of the applicable Decommissioning Operator safety manual referencing sections pertaining to the task at hand

xxv. Trained designated spotters are required for the below activities:
    1. While operating machinery near existing power lines, bus work, foundations; equipment, steel, buildings, pipe racks, process equipment and in congested areas;

2. When entering or moving a vehicle or machinery in a congested area;
3. When there is poor visibility (night, steam in area, poor lighting, blind corners, etc.);
4. When pedestrians/co-workers or other personnel are in close proximity to motor vehicles or machinery;
5. When operating machinery around excavations, water or canals; and
6. When equipment is moving within a substation and/or on the T-Line RO

Any exceptions to the above conditions to must be approved in advance by Decommissioning Operator.

xxvi. If work is to be conducted near or within Critical Infrastructure, the contractor/subcontractor must comply with respect to Reliability Standards to safeguard the Bulk Electric System (BES). A preliminary grounding plan must be submitted prior to the associated work taking place and must be reviewed by the appropriate contractor/subcontractor and Decommissioning Operator oversight in the field. For high risk evolutions or infrequently performed activities with complex grounding schemes, a written, detailed grounding plan must be submitted.

xxvii. All UAS operation shall comply with 14 CFR Part 107 – "Small Unmanned Aircraft Systems," and/or Entergy System Policies & Procedures Aircraft Governance Policy – which establishes minimum standards for all employees, contractors and subcontractors who engage in Aircraft Operations around or near Entergy facilities or rights-of-way.

xxviii. Contractor shall comply with all AECC and EAL Site safety manuals, policies, procedures and guidelines.

xxix. Contractor must furnish its employees, agents, and subcontractors with all necessary PPE (minimum of safety-toed shoes, hard hats, safety glasses with side shields, hearing protection, and any other PPE necessary to perform the work in a safe manner)

xxx. Contractor must supply Decommissioning Operator with a safety data sheet for any chemicals they might use no less than two weeks before use.

xxxi. For work in any areas classified as secure areas, contractor's employee(s) must obtain a Transportation Worker Identification Card ("TWIC") from the Department of Homeland Security ("DHS") at contractor's cost.

xxxii. All reasonable care and caution will be taken to mark, barricade, and protect open holes and/or hazardous areas. Use of caution and danger tapes requires specific tags to be attached stating the purpose of barricading, who installed the tape, and the date installed.

xxxiii. Only Contractor or subcontractors duly qualified may performed specialized work. All contractors must provide any applicable certifications or documentation for qualified workers for any specialized work prior to or while work is being performed when requested. (E.g. Rigging, Crane Operators, welders, etc.). All contractors must provide any applicable regulatory safety training documentation prior to or while the work is performed when requested. (E.g. If contractors are working in confined spaces, CSE entrant training per 29 CFR 1910.146 would be provided).

xxxiv. Contractor's employees or subcontractors shall not work with, transport, or clean up any hazardous substances unless they are appropriately trained according to Federal and state regulations, including but not limited to the following: RCRA, CERCLA, TSCA (such as PCB and asbestos), DOT Hazardous Materials, OSHA Hazwoper 1910.120, OSHA substance specific regulations, such as asbestos, lead, and state substance specific regulations. Contractor or subcontractors offering services to work

with or clean up hazardous substances shall be appropriately licensed, with workers trained and certified in the state(s) for which the service applies, if required by regulation.

xxxv. Contractor shall notify the Decommissioning Operator immediately if there is an uncontrolled release of any hazardous material. An "uncontrolled release" means that other personnel, whether Contractor employees, Entergy employees, or emergency spill contractors, must be brought to the spill location to stop or contain the release

V. Specific Activities to be Completed Prior to Demolition

a. The pre-demo phase includes:
   i. Regulated Materials Analysis (RMA): Conducted by a contractor under the Decommissioning Project Management Contractor supervision to identify and quantify regulated materials for abatement or remediation. Results help develop budget estimates and the Technical Specification for demolition.
   ii. Technical Specification Development: Created by the Decommissioning Project Management Contractor with the DDD project team, including the demolition and security plan.
   iii. Request for Proposal (RFP) and Demolition Contractor Selection:
   iv. Use the Scope of Work to select a Demolition Contractor.
   v. Complete and validate an environmental impact statement for the plant site and the surrounding area within one mile.
   vi. Consider the impact on nearby schools, hospitals, daycare centers, and public venues in the RFPs.
   vii. Achieve an executed contract with a Demolition Contractor.

VI. Demolition/Decontamination:

a. Initial Walk Down: The DDD Project Team will conduct a walk-down to identify issues and ongoing activities.
b. Clearing Isolation Tags: Before mobilizing the Demolition Contractor, the Project Manager and Technical Specialist will clear all isolation tags with the Parent Facility and local T&D resources.
c. Weather Station Installation: For RACM and odorous chemical removal, a weather station will be installed to collect data on wind, humidity, precipitation, and temperature.
d. Explosive Demolition Notice: If explosive demolition is planned near an active substation or switchyard, a 45-day notice will be given to relevant authorities and local agencies.

VII. Decommissioning-Specific Environmental Requirements (Specific to Deactivation, Decontamination, and Demolition; Does Not Include Matters Addressed in Environmental Agreement (e.g., Coal Ash Compliance).

a. All decommissioning-specific environmental mitigation/remediation shall be performed pursuant to local, state, and federal law, including permitting requirements. Contractor is required to ensure that all activities and subcontractor activities are compliant with state and federal law at all times, including specifically for environmental and hazardous substances. Contractor must

provide employees, who are already trained in Federal, State, and local environmental regulations.

b. Contractor shall be responsible for any damages arising from acts of negligence or omission committed by any Contractor employee or Subcontractor retained by the Contractor in the performance of this Work, including remediation costs.

c. Contractor must conduct a Regulated Materials Assessment (RMA) to identify and quantify regulated materials and regulated wastes for abatement or remediation across operational areas and structures (Asbestos, Mercury, Lead, Radioactive Devices, PCBs, etc.).

c. **Waste disposal**

i. Documentation shall be made of any known areas of buried wastes or materials

ii. Engage early in waste disposal, assist with decontamination, ensure waste manifests go to the Environmental Support office, verify landfill approval, and confirm shipment to an Entergy-approved vendor. Request waste stream lists from Demolition and provide necessary analysis.

d. Establish plans for the ongoing monitoring and treatment of known Regulated Asbestos Containing Materials (RACM) and Presumed Asbestos Containing Materials (PACM) between deactivation and demolition to comply with applicable regulations.

e. Ongoing treatment and monitoring requirements. Establish plans for the ongoing monitoring and treatment of environmental areas, equipment, and facilities not governed by the Environmental Agreement between deactivation and demolition to ensure compliance with applicable environmental, health, and safety regulations.

f. Closure of waste facilities. Site waste facilities not governed by the Environmental Agreement shall have inventories properly disposed with areas, equipment, and structures cleaned and remediated prior to demolition.

i. All wastes generated during waste facilities closure shall be disposed in accordance with the terms of the Waste Disposal section above and applicable regulations.

g. Contractor must maintain Storm Water Pollution Prevention Plan (SWPPP), Storm Water Permit, ensure compliance with the site's NPDES permit, and ensure Best Management Practices to prevent erosion and control sediment.

c. **Lubricating Oil and Refrigerants**

i. Decommissioning Operator shall ensure documentation of equipment and lines that will need to be drained

ii. Documentation shall be made for anything that cannot be drained for demolition scoping

iii. Engage Decommissioning Operator's Supply Chain experts (e.g. Entergy Investment Recovery) or Project Management Company's Supply Chain experts to determine if oils recovered from site have resale value versus the cost of disposal.

iv. Contractor must comply with regulations for HVAC refrigerant recovery and disposal.

d. **Fuel Oil**

i. All tanks, transfer piping, pumps and tank heaters shall be emptied.

ii. All piping up to burners shall be drained.

iii. Documentation must be made of any areas that cannot be drained for demolition scoping.

e. **Air Permits**

i. CEMS equipment will stay in service until all reporting requirements are expired

1. CEMS equipment shall be transferred to another site depending on age and condition.
2. Consultation will be made with Entergy Environmental Services about retaining CEMS backup information.

f. Contractor shall not cause dust or visible emissions from activities or equipment operated on site such that the opacity of these emissions exceeds 5% at the boundary of the facility as determined by EPA Method 9 except for open burning for land clearing activities approved by the applicable state/regional environmental authority. Open burning of debris may only occur after Contractor

has obtained all necessary open burning permits from any state/regional and local authorities and provided copies to the Decommissioning Operator.

g. Contractor shall not bring or use on site any storage tanks, fuel burning equipment, batch plants, material storage silos, or dust collection equipment without prior approval of the Decommissioning Operator. Contractor shall not bring or use any equipment on site that may be subject to air emissions permitting without prior approval of the Decommissioning Operator.

h. Contractors shall ensure all containers and products containing Class I or Class II substances used or brought on site are appropriately labeled in accordance with 40 CFR 82, Subpart E. Contractors servicing motor vehicle air conditioners shall ensure they are in compliance with the requirements of 40 CFR 82, Subpart B.

i. Contractors maintaining, servicing, repairing or disposing of stationary equipment and appliances shall not knowingly vent or release into the environment any Class I or Class II substance used as a refrigerant in such equipment. All Contractors opening appliances for servicing, maintenance, or repairs, or disposing of these appliances must be certified and must use approved equipment to evacuate or recycle the refrigerant. Contractors shall comply with the leak prevention requirements for commercial refrigeration and industrial process refrigeration equipment containing more than 50 pounds ozone-depleting substances.

c. Decommissioning Operator must locate and catalogue PCB and mercury containing equipment, including: Mercoid switches, level or flow gauges, thermometers, barometers, manometers, and fluorescent ballast. Decommissioning Operator must verify office ceilings and any abandoned lighting do not contain fluorescent ballasts.

d. Decommissioning Operator must locate and catalogue sealed radioactive sources (smoke detectors, static eliminators, gas chromatograph detectors, self-luminous devices, fill or flow gauges)

e. Decommissioning Operator must locate and identify contamination or known encumbrances from previous spills, releases, etc. for demolition scoping.

f. Contractor is responsible for proper management of waste on site as directed by applicable regulations, including disposal, and for coordinating with Decommissioning Operator to ensure compliance. All unused or reusable materials including all unused, out-of-date, and/or off-specification materials brought on site by the Contractor shall be removed at the end of the job and constitute the property of Contractor. Contractor shall employ best management practices (BMPs) to help reduce any stormwater pollution from the use and storage of waste.

c. **<u>Chemicals</u>**

   a. All chemicals must be removed from site.
   b. Decommissioning Operating must coordinate with EAL environmental due to change in waste generator status
   c. Bulk tanks emptied to “closed” status and contents disposed
      1. Samples needed for profiling if not already in the plant profile
         a. Water treatment plant
         b. Wastewater chemicals
         c. Boiler chemicals
         d. Cooling water chemicals
         e. Glycol
      2. Investigate if chemicals can be used at another site instead of disposal
      3. Recover bulk gases from storage tanks and label them “empty.”
   d. Small quantities lab-packed for disposal
      1. Collect and inventory for profiling
      2. Non-bulk totes must be sent back to vendor or disposal by decommissioning team
   e. Universal wastes collected and must be sent for disposal or recycle, including
      1. Lighting wastes;

i. all used lighting ballast must be placed in open-head 55-gallon drums appropriately labeled with the identity of the contents “Used Lighting Ballast”, Contractor name and date, with the lid closed except when adding or removing ballast.
ii. all used lighting waste (fluorescent bulbs, high intensity discharge lamps, and incandescent lamps) mut be placed in approved containers designed to prevent breakage. The containers shall be labeled or marked with the words or label, “Universal Waste”, date, and identity of the contents (i.e., HID Lamps)

2. Batteries; and
   i. all used batteries must be placed in open-head 55-gallon drums appropriately labeled with the identity of the contents “Used Batteries”, Contractor name and date, with the lid closed except when adding or removing ballast.
3. Intact devices containing mercury.
   i. Any mercury containing wastes such as switches, broken lighting tubes, thermometers, etc., shall be double bagged by the contractor in sealed plastic zip-lock type bags, and appropriately labeled with the words or label, “Hazardous Waste”, the date, and description of contents and the Contractor name.

j. Cooling tower basins and neutralization basins must be emptied and cleaned
   i. Cooling tower basin sludge to be treated as Asbestos Containing Materials unless testing proves otherwise due to the known presence of transite materials in the cooling tower fill
k. Oil water separators must remain in service throughout deactivation process.
l. Decommissioning Operator at Independence must coordinate with EAL environmental concerning ongoing water permitting compliance until decommissioning is complete.
   m. This includes storm water permit and plan, coordinating discharge samples and operating drainage pumps.
n. Contractor shall be solely responsible for all Federal, State, and local Environmental or Safety fines, penalties, etc. where the Contractor is responsible for the occurrence. The Contractor shall be responsible for ensuring that the subcontractor abides by all applicable Federal, State, and local environmental regulations and ordinances. Contractor shall be responsible for remediation costs incurred as a result of environmental damages/releases from their operations. Contractor shall immediately notify Decommissioning Operator of environmental damages or releases observed/caused/known during the execution of the contract.
o. Contractor shall comply with hazard communication requirements found in 29 CFR 1910.1200, (OSHA) Hazard Communication Standard for all hazardous chemicals used on site during the course of the job. The Contractors shall label in accordance with 20 CFR 1910.1200 all portable containers into which hazardous chemicals are transferred that are not intended for immediate use by the employee who performs the transfer. The Contractor shall provide either the Decommissioning Operator with SDSs for all hazardous chemicals expected to be brought on site and shall obtain approval for the chemicals at least 30 days prior to bringing them on site. Labeling shall indicate the hazardous material contained in the container and provide hazard warnings. All containers shall be adequately labeled at all times as to contents and hazards in compliance with the OSHA Hazard Communications Standard and with the name of the Contractor who either owns the container or is responsible for its use.
p. If Contractor or a subcontractor uses Extremely Hazardous Substances or CERCLA Hazardous Substances in an amount equal to or greater than the reportable quantity, the Contractor shall provide an emergency response plan to the Decommissioning Operator. Contractor shall immediately notify the Decommissioning Operator if there is a release or anticipated release off site of Extremely Hazardous Substances or CERCLA Hazardous Substances.
q. Any hazardous materials removed from the site must be properly packaged, described, marked, labeled, and/or placarded, and are accompanied by correct shipping papers as required by the DOT regulations. Only individuals with proper training that comply with all DOT Hazardous

Materials regulations, as well as substance specific transportation requirements by EPA and OSHA, may remove hazardous materials from the site. Individuals removing hazardous materials from the site much provide current registration with DOT and each transport vehicle for hazardous materials shall have emergency response information readily available.

i. Contractor shall ensure all containers of chemical products including but not limited to lubricants, grease, cutting fluids, oils, solvents, degreasers, cleaners, paints, coatings, paint thinners, glues, adhesives, resins, desiccants, or any water soluble material shall be kept closed at all times except when adding or removing materials. Contractor shall store all chemicals and liquid fluid materials in temporary storage facilities. Incompatible chemicals shall not be stored in the same temporary storage facility. All chemicals stored in a temporary storage facility shall be elevated by use of pallets or similar devices to prevent contact with any accumulated rainfall or spilled material within the containment area and to facilitate leak detection. Temporary storage facilities shall be covered during non-working days and prior to rain events. In the event of spills or leaks, contaminated rainwater and spill material shall be placed into drums after each rainfall event. These drums shall be handled as hazardous waste unless testing determines them to be non-hazardous. Drums shall not be double stacked. Non-hazardous waste shall be disposed of pursuant to law and the Decommissioning Operator's directive.
    a. Temporary storage facilities shall provide for a spill containment volume equal to 1.5 times the volume of all containers and be able to contain precipitation from a 25 year storm event, plus 10% of the aggregate volume of all containers within its boundary. Temporary storage facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.
    b. In the event of spills or leaks, accumulated rainwater and spill material shall be placed into drums after each rainfall event. These drums shall be handled as hazardous waste unless testing determines them to be non-hazardous.
j. Contractor shall employ appropriate signage at temporary storage facilities to indicate any hazards present, precautions or prohibitions (i.e., "no smoking or open flame") required to ensure the safe storage of the chemicals present and to prevent accidental releases.
k. Contractor shall store all hazardous waste in temporary accumulation facilities or in satellite accumulation area. The Contractor shall manage waste in accordance with the appropriate Arkansas (Regulation 23, Section 262) and EPA (40 CFR Part 262) hazardous waste generator accumulation rules. Temporary hazardous waste accumulation facilities shall provide for a spill containment volume equal to 1.5 times the volume of all containers and be able to contain precipitation from a 25 year storm event, plus 10% of the aggregate volume of all containers within its boundary. Temporary hazardous waste accumulation facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours. Temporary hazardous waste accumulation facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spill material shall be placed into drums after each rainfall. These drums shall be handled as hazardous waste unless testing determines them to be non-hazardous. Temporary hazardous waste accumulation facilities shall provide sufficient separation between stored containers to allow for inspection, spill cleanup, and emergency response. Container labels shall also be clearly visible. Incompatible waste shall not be stored in the same temporary hazardous waste accumulation facility. Temporary hazardous waste accumulation facilities shall be covered during non-working days and prior to rain events. Temporary hazardous waste accumulation facilities shall be inspected weekly for the presence of rainwater inside the containment, open or damaged containers, container closure, correct labeling and marking, spills, leaks, container integrity and general housekeeping
l. Contractor shall collect and dispose of any used or waste EHC fluid in closed head 55-gallon drums appropriately labeled with Contractor's name and date, with drums closed at all times except when adding or removing waste.

i. Contractor/Subcontractors shall dispose of all oily absorbent pads or rags in trash receptacles. Such Pads and rags must not contain any hazardous waste such as ignitable or combustible solvents or chlorinated organic compounds.
j. Contractor/Subcontractors shall segregate and place all empty or discarded aerosol cans in properly labeled recycling containers, with lids closed at all times when not adding or removing cans.
k. Contractor/Subcontractors shall place all used or spent ion-exchange or stator cooler resins in open head 55-gallon drums appropriately labeled with the identity of the contents, Contractor's name and date, with lids closed at all times when not adding or removing wastes.
l. Contractor/Subcontractors shall place all surface preparation waste and used blasting media in open head 55-gallon drums appropriately labeled with the identity of the contents, Contractor's name and date, with lids closed at all times when not adding or removing wastes.
m. Contractor/Subcontractors shall arrange for regular sanitary/septic waste collection and off-site disposal by reputable, licensed sanitary/septic waste haulers.
n. Contractor/Subcontractors shall immediately clean up and containerize petroleum contaminated soils resulting from spills in and around storage tanks, reservoirs, and containers of virgin or used fuels, oils, hydraulic fluids or used oil. The containers shall be labeled with wording or labels identifying the contents, the Contractor's name and the date. Containers shall be kept closed at all times except when adding or removing waste.
i. Contractor/Subcontractors shall collect and place all waste antifreeze or ethylene glycol in a closed head 55-gallon drum appropriately labeled with subcontractor's name and date, with lids closed at all times when not adding or removing waste.
j. Contractor/Subcontractors shall not disturb or dispose of asbestos containing materials including but not limited to thermal insulation, surfacing, floor tiles, gaskets, seals, and Transite asbestos cement panels. Asbestos removal and/or repair must be conducted by an Asbestos Contractor licensed by the Arkansas Department of Environmental Quality utilizing properly trained and certified Asbestos Abatement Workers.
    a. Suspected asbestos containing material is any material that is not metal, glass, wood, plastic, or cinder block. If there is inadvertent contact with known or suspected asbestos containing material, it must be reported to the Decommissioning Operator immediately.
    b. Contractors offering asbestos abatement services must be appropriately licensed, with workers trained and certified in the state(s) for which the service applies. Any Contractor performing asbestos abatement shall meet all Federal, state, and local regulations governing asbestos containing materials. This includes, but is not limited to, the OSHA General Industry Asbestos Standard, the OSHA Construction Asbestos Standard, the EPA NESHAPS Subpart M, DOT transportation requirements, and state asbestos regulations and solid waste regulations**.**
k. Contractor/Subcontractors shall avoid over spray of concrete curing compounds, minimize the drift of the curing compound, and direct finishing water blasting operations away from facility stormwater drains, watercourses, conveyances, and surface impoundments. Protection must be done of storm drain inlets in the immediate area during the application of curing compounds and finishing sand blasting operations. Washout of concrete trucks or truck waste must occur offsite or in designated areas subject to the approval of Decommissioning Operator. Contractor shall ensure concrete wash out and concrete wastes do not contaminate facility storm drains, watercourses, conveyances, and surface impoundments.
l. Any air dryer desiccant that does not contain free liquids must be placed in trash receptacles. Contractor shall puncture and hot drain all used fuel, lubricating oil, and hydraulic oil filters into a labeled filter collection drum containing adsorbent media; once drained, the filter must be placed in trash receptacles.

m. Any used oil shall not be removed that was generated by Contractor's activities. The Contractor or subcontractor(s) must label all tanks, drums, and containers that contain used oil with the words **"Used Oil"** and shall keep all tanks and containers of used oil securely closed with bungs. Vents should also be in place except when adding or removing oil. Used oil must not be mixed with other substances.

n. Contractor/Subcontractors shall collect and place all used or waste gasoline in closed head 55-gallon drums appropriately labeled with the identity of the contents (i.e., "**Waste Gasoline, Hazardous Waste**", Contractor's name, and date unless alternate arrangements have been made between the Contractors and the Entergy Environmental Analyst or Contract Manager. The Contractor shall keep the drums closed at all times except when adding or removing waste. Waste Gasoline shall be stored away from open flames, sparks, and other sources of ignition.

o. Contractor/Subcontractors shall collect and place all used or waste diesel fuel, kerosene, or fuel oil in closed head 55-gallon drums appropriately labeled with the identity of the contents, Contractor's name, and date unless alternate arrangements have been made between the Contractors and the Entergy Environmental Analyst or Contract Manager. The Contractor shall keep the drums closed at all times except when adding or removing waste. Waste diesel fuel, kerosene, or fuel oil shall be stored away from open flames, sparks, and other sources of ignition.

i. Contractor/Subcontractors shall as much as possible fuel vehicles and equipment offsite. Where this is impractical, the Contractor may setup designated fuel areas on site. Fueling areas shall be located 50 feet away from facility storm drains, watercourses, conveyances, and surface impoundments and be constructed on level grades. The area shall be protected by berms and dikes to prevent runon, runoff, and to contain spills. The Contractor shall provide portable and/or stationary fuels tanks > 55 gallon capacity with secondary containment. Both the tank and containment shall meet the requirements of the SPCC. regulations and any applicable state and local laws or regulations. The Contractor shall conduct monthly inspections of the fuel tanks. Fuel tanks shall be protected from rainfall. The Contractor shall inspect and drain the secondary containment of fuel tanks after each rainfall. Rainfall collected within the containment that is contaminated with fuel shall not be discharged and shall be collected in suitable containers for disposal.

i. Vehicles and equipment cleaning must not occur on site. Diesel fuel specifically may not be used for cleaning. If vehicle maintenance must occur on site, the Contractor shall ensure that contamination of facility stormwater and soils will not occur. Leaking equipment shall be promptly repaired. Contractor shall segregate waste such as greases, used oil or oil filters, antifreeze, cleaning solutions, vehicle and equipment batteries, hydraulic fluids, and transmission fluids and manage and dispose of these wastes as directed.

j. Contractor/Subcontractors shall immediately report any instances where oil or hazardous substances are spilled, leaking, or improperly stored or released.

k. Individuals undertaking lead or cadmium abatement services must be appropriate trained and certified in Arkansas and shall meet all Federal, state, and local regulations governing lead-containing materials, including, the EPA Lead and Copper Rule for Drinking Water, EPA "The Lead Ban: Preventing the Use of Lead in Public Water Systems and Plumbing Used for Drinking Water", EPA Lead Based Paint Regulation (40 CFR Part 745), OSHA Lead In Construction (29 CFR 1926.62), OSHA Lead Standard (29 CFR 1910.1025), US Department of Housing and Urban Development (HUD) "Lead Based Paint: Guidelines for Hazard Identification and Abatement in Public and Indian Housing", RCRA hazardous waste regulations (40 CFR 240-281)(includes cadmium), DOT transportation requirements, and state lead regulations and solid waste regulations. Contractor shall notify the Decommissioning Operator immediately if there is inadvertent contact with known or suspect lead or cadmium containing material.

i. Contractor/Subcontractors shall ensure that all discarded containers (i.e., drums, buckets, cans, pails) meet the EPA's definition of empty prior to disposal.

VIII. Finalizing Decommissioning Activities

a. A Final Site Inspection must be conducted that verifies:
   i. The site has been cleared of all debris.
   ii. The ground has been sloped for proper drainage to prevent ponding.
   iii. The site has been seeded for vegetative ground cover to prevent erosion.
   iv. A Final Closure Document must be produced by Decommissioning Operator and Decommissioning Operator's Project Management Company. This document will include:
      1. Documentation of the submittal, execution, and closure of all permits, plans, and notices;
      2. Summary of profiles, quantification, and manifests for all wastes generated and shipped; and
      3. Quantification of all scrap produced and shipped during dismantlement.

IX. Record and Reporting Requirements

a. Decommissioning Operator shall ensure that all relevant records generated between deactivation and demolition are properly retained in accordance with Operator's record retention policy and applicable regulations.
b. Decommissioning Operator shall have access to site technical drawings, manuals, procedures, specifications, and reports from site operations deemed necessary to decontamination and demolition planning.
c. Decommissioning Operator shall maintain accounting records for the process to ensure accurate distribution of invoices and credits between contractors and subcontractors as well as project cost updates and forecasting. This shall include tracking the disposition of inventory and materials, including the associated invoices or credits, and providing records to support the disposition upon request.
d. Sufficient records will be procured and maintained to allow each individual co-owner to comply with any dismantlement reporting obligations on the timeline of their choosing.

EXHIBIT B-1

DEMOLITION AND DISPOSAL CONTRACTOR AGREEMENT PROVISIONS

THIS CONTRACT is made between Decommissioning Operator ("Company") and Contractor ("Contractor"), a _____ (State) _____ (Company Form), with principal offices located at XX.

In consideration of the undertakings and subject to the conditions set forth herein, the parties agree as follows:

1. Scope of Work

1.1 The purpose of this Contract is to set forth the terms and conditions under which Contractor will provide planning, scheduling, supervision, demolition, transportation, marketing, disposal, recycling, salvage, maintenance, modification, repair, construction, technical services, or other Work as described in this Contract. This is not a requirements contract and it is not an exclusive dealing contract.

1.2 Contractor shall perform and complete the Work in accordance with Company's Specifications and standards and as described herein. Contractor's scope of Work shall encompass the removal, handling, transport, and delivery of all existing Site materials to be removed pursuant to this Contract, regardless of whether such activities occur on Company's Site, and regardless of whether such materials are disposed, recycled, salvaged, or the like.

1.3 Work will start on or about **xx** and shall be entirely completed on or before **xx**. Time is an essential element of this Contract.

1.4 The Work specified herein is for or in connection with plant decommissioning located at _____.

1.5 Contractor's Work shall be undertaken in full cooperation with the Company and with the least-possible interference with the continuity and efficiency of other activities being conducted at the Site. Any conflicts in the requirements for the Work provided for in this Contract shall be resolved in favor of the terms and conditions contained in the body of this Contract; provided however, that if more stringent requirements are imposed on the Work by any requirements, standards, or Specifications attached hereto, then those more stringent terms shall govern.

2. Suspension

2.1 Company may suspend at any time and for any reason Work in whole or in part by notice to Contractor, and Contractor shall promptly comply and shall not place further orders or subcontracts for material, services or facilities with respect to suspended Work unless required to do so in the suspension notice from Company. Company may, at any time, authorize Contractor to resume any part of the suspended Work by notice to Contractor, and Contractor shall then promptly resume the specified

Work. Notices given under this Section 6.1 may be oral for any suspension that is reasonably expected to continue for three (3) working days or less.

2.2 In the event Work is suspended, Company shall pay Contractor (subject to the provisions of Section 11.4 regarding Work performed on a fixed-price or lump-sum basis), according to the compensation provisions contained in this Contract and subject to the other provisions of this Contract that may reduce or suspend payment, for Work satisfactorily performed and obligations incurred prior to the effective date of suspension. During the suspension of Work, Contractor shall use its best efforts to utilize its labor and equipment in such a manner as to minimize costs associated with suspension, and Company shall not pay any compensation to Contractor with respect to the Work suspended except as determined by Company at Company's sole discretion. Company's sole liability to Contractor for suspension shall be to grant a Change Order for an extension of time to the affected schedule and additional direct costs resulting from the Company's suspension, and Company shall not be liable for any other costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including without limitation, loss of anticipated profit or reimbursement for Work suspended. Contractor's contracts with Subcontractors shall contain a similar provision to this Article to protect Company from liability to Subcontractors for suspended Work.

2.3 In addition, in the event of Work suspension, Contractor shall immediately attempt to obtain suspension, upon terms satisfactory to Company, of all orders and rental agreements to the extent that they relate to the portion of the Work suspended. If requested to do so in the notice of Work suspension, Contractor shall continue to protect and maintain the Work, including those portions thereof that have been suspended.

2.4 Within ten (10) days from a subsequent written notice from Company to Contractor to resume the suspended Work, Contractor shall submit a written invoice to Company setting forth any documented and reasonable increases in Contractor's direct costs resulting solely from the Company's suspension, and notwithstanding anything herein to the contrary, Company shall reimburse Contractor for such reasonable and direct documented costs, subject to Company's right to contest in good faith the accuracy of the costs.

2.5 No compensation or extension of time shall be granted to Contractor if suspension of Work resulted from Contractor's non-compliance with, or breach of, this Contract.

3. Termination

3.1 Company may terminate this Contract at any time and for any or no reason by giving prior written notice of termination to the Contractor. Upon receipt of such written notice of termination, Contractor shall stop work to the extent and on the date specified in the notice. Upon termination this Contract, any Work in process and any information developed for Company by Contractor prior to such termination shall be delivered to Company, and Company shall have clear title to all Work for which Contractor has been paid. Company shall also have a non-exclusive royalty free license to use manuals or drawings for any completed items delivered to Company for which Contractor has been paid.

3.2 In the event Work is terminated, Company shall pay Contractor, subject to any other provisions of this Contract that may reduce or suspend payment, (a) according to the compensation

provisions contained in this for non-lump sum or non fixed-price Work performed and obligations as may be authorized by Change Order and as incurred prior to the termination, (b) the payment milestones that Contractor can show were completed prior to the effective date of termination and the percentage of any lump-sum or fixed-price payment milestones which represents the percentage of the Work for the partial completion of milestones that Contractor can show were satisfactorily completed by Contractor, (c) for direct costs that Contractor incurs in terminating Work under this Contract pursuant to the termination notice or other written directions from Company, excluding any profit, provided those costs (1) were authorized in advance by Company, and (2) are properly supported by timesheets, invoices and other documentation as Company may reasonably require. Subject to the provisions of this Contract, Company's sole liability to Contractor for termination is contained in this Section 7.2, and Company shall not be liable for any costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including, without limitation, consequential, special or indirect damages, loss of anticipated profits or reimbursement for Work unperformed. However, total amounts payable to Contractor by Company in the event of termination will not exceed the Maximum Cumulative Cancellation Costs for the applicable month end, minus amounts previously paid by Company to Contractor thereunder. In the event that the effective date of termination is other than the last day of the month, then the amount of increase in the Maximum Cumulative Cancellation Costs from the month in which termination occurs as compared with the prior calendar month end shall be prorated by the number of days remaining in the month of termination following termination in order to determine the maximum amount applicable to such mid-month effective date of termination. Termination, whether for convenience or for Contractor's default, shall not relieve either party of obligations arising out of this Contract in connection with the Work performed prior to termination.

4. Contract and Project Managers and Claims Notifications

4.1 The following representatives are designated by Company and Contractor respectively, for communications and liaison relative to this Contract:_____.

4.2 The Contract Manager shall not have the authority to waive any terms hereof or to execute amendments; except that a Contract Manager is authorized to make minor changes. Contractor's "Project Manager" shall have full authority to act for Contractor in connection with this Contract. Contractor shall not change this designated representative without the prior written approval of the Company.

4.3 Except for claim notifications pursuant to Section 8.4 or as otherwise provided here, any notice given by either party to the other pursuant to this Contract, including but not limited to, termination notices or assignments or subcontracts, shall be in writing and be deemed validly given if delivered in person, delivered by private, prepaid courier, sent by facsimile with confirmation, sent by email to named contacts for the other party with email confirmation of receipt, or deposited in the mail properly stamped with the required postage and addressed to the last-known office address of the respective addressee. Either party hereto shall have the right to change any address or addressee it may have given to the other party by giving such other party due notice in writing of such a change. Until so changed, notices shall be given to the addressees at the addresses set forth above.

4.4 Contractor shall immediately notify the Company in writing of any Claims or accidents or injuries to persons or property in connection with Work hereunder and shall provide Company prompt and free access to accident reports or claim investigations as requested by Company. A copy of the notice required in the preceding sentence shall be sent by Contractor to _____. Claims shall mean all claims (a) brought for which Company, an Affiliate, or a Listed Co-owner may be liable, or (b) asserted as arising from or connected with the contractual relationship, or (c) which may materially impair the ability of the Contractor to perform any of its obligations to Company and all events that in the light of reasonable experience may give rise to a claim included in the above categories.

5. Changes Orders

5.1 The Contract Managers shall have the authority to order, in writing, minor changes in the scope of Work, provided the change does not affect the compensation, cost or schedule of performance. Contractor shall carry out such directions promptly and the change in scope shall be documented by Change Order. Except for the foregoing, no waiver, addition, deletion, or modification of any provision shall be binding unless in writing and signed by duly-authorized representatives of both parties.

5.2 Each Change Order must reference this Contract being supplemented or changed, and must be executed by a duly-authorized representative of both parties. Except as otherwise provided herein, no schedule extensions and no compensation in excess of any fixed milestone amounts or expenditure limitations will be allowed unless and until applicable schedule and compensation provisions are adjusted by means of a Change Order.

5.3 The applicable Contract Manager may order orally and to be confirmed in writing within one business day, in the case of an "emergency or schedule-sensitive situation," changes in the schedule and/or scope of Work, and such changes must be implemented by Contractor. For purposes of this Section, emergency or schedule-sensitive situation means any situation that has or will result in (i) an interruption of electrical service to the customers of Company, or (ii) a significant loss of assets of Company or (iii) an imminent health or safety risk to an employee of Company, any Contractor or Subcontractor or the public. In this event, a written notice of anticipated schedule or cost impacts resulting from Company's order shall be provided by Contractor within ten (10) working days from the date of the oral change. As soon as practical following receipt of Contractor's written notice of impacts, Company will issue a Change Order for execution by both parties containing any changes to compensation, scope or schedule provisions made necessary by such oral order, except that no schedule or price adjustments shall be made if the reason for the emergency action was the failure of Contractor or Subcontractors to abide by the safety or other requirements of this Contract.

5.4 Contractor hereby waives all claims for schedule extensions or additional compensation beyond that expressly allowed in this Contract. All such claims for Force Majeure, changes in Laws or Codes, changes in Work or Site conditions or delays or suspension shall be made in accordance with the applicable provisions of this Contract and the following procedures:

5.4.1 A written claim shall be submitted to the applicable Company within ten (10) working days of the event that Contractor claims has added to or changed the original schedule or

scope of Work and, except as provided in Section 9.3, shall be submitted **prior to** performing any such changed Work.

5.4.2 The claim shall indicate the increase or decrease, if any, in cost and schedule in comparison to what the cost and schedule would have been had such event not occurred.

5.4.3 Sufficient detail shall be provided with the claim to permit a thorough analysis, including, without limitation, the methodology of computing proposed compensation.

In the event Company determines the claim is authorized under the provisions of this Contract, a Change Order incorporating agreed-upon scope, schedule and compensation revisions shall be executed by both parties. With respect to a fixed price for this Contract, no time and material or other unit rates will be charged to Company unless and until a Change Order is executed by both parties that describes the additional Work to be compensated at such rates and that sets forth the mutually agreed rates and any mutually agreed ceiling on charges pursuant to such Change Order.

5.5 In the event the parties are unable to agree upon Contract Price or schedule changes that result from a change in scope of Work, regardless of whether such change in scope results from changes in Laws or Codes, Force Majeure events or changes proposed by either of the parties, and if Company determines, in its sole discretion, that a change must nevertheless be implemented in order to avoid a delay in completion of the Work, then Company may issue to Contractor, and Contractor shall implement, a written notice to proceed with a change in the scope of Work, subject to resolution in arrears of equitable schedule or price adjustments. Such written notice to proceed will briefly describe the change in scope of Work and the nature of the price or schedule disagreement relating to such change between the parties. Neither the issuance of such notice nor the Contractor's performance of changed Work pursuant to such notice will be construed as a waiver or admission by either party as to the validity of the other party's disputed position with respect to the change. In the event the Contractor exercises its right to require arbitration of a dispute subject to a written notice to proceed issued by Company under this Section 9.5, then Contractor shall not assert any delays to the Work or the Project due to the conduct of any such arbitration proceedings as a basis for claiming a modification of the schedule.

6. Compensation; Invoicing and Payment

6.1 Compensation generally; conflicts. For the satisfactory performance of Work under this Contract by Contractor, Company shall pay Contractor in accordance with the provisions of this Contract and the compensation provisions contained in herein and Change Orders with 2% of the total compensation under this Contract allocated to the final milestone payment for successful completion of the required diversity target of addressable spend as set forth in Section 11.6. In the event of a conflict between this Contract and any other document, the terms of this Contract shall govern.

6.2 Overtime. Overtime may be required in order to complete a specific portion of the Work or to carry out the Work effectively. In the case of fixed-price or lump-sum Contract, such overtime shall be deemed to be included as part of the fixed-price or lump-sum stated herein. Prior to scheduling any overtime, the written approval of the Contract Manager is required. Overtime is defined as time worked by any one employee of Contractor or authorized Subcontractor employee in excess of forty (40) hours per

week, and shall only be reimbursed by Company to the extent that Contractor's or authorized Subcontractor's employee is paid such overtime. Anything in this Section to the contrary notwithstanding, even if the approval of the Contract Manager is obtained, no obligation of reimbursement for such overtime shall serve to increase any fixed-price or lump-sum contained in this Contract.

6.3 Non-performance time; holidays. Company shall not pay Contractor or its employees for non-performance time, i.e., vacation time, sick time, holidays or other leave time authorized by Contractor, nor for travel time to and from the site(s) (including without limitation Company's Site and disposal sites) designated for the performance of services hereunder or time during which Contractor's employees are unable to work due to Contractor's noncompliance with Site-specific rules and regulations referenced in Section 12.1 . Contractor's holidays shall be consistent with the holiday schedule at the Site for which Work is being performed. Company may direct Contractor to work on a designated Site holiday. If Contractor is so directed, that day becomes a performance day and is compensable at such premium rate established, if applicable.

6.4 Price. For the satisfactory performance of Work under this Contract by Contractor, Company shall pay Contractor the fixed price of $_____ ("Contract Price") in accordance with the provisions of this Contract, with 2% of the total compensation allocated to the final milestone payment for successful completion of the required diversity target spend and the required local target spend as set forth in Section 11.5. Within thirty (30) days from execution of this Contract, Contractor shall provide Company with a best estimate of a breakdown of the Contract Price into the cost units set forth in, and such report shall be updated for Company's property accounting records and re-submitted to Company by Contractor as a requirement for Final Acceptance.

6.5 Payment milestone methodology; cash flow. The Payment Milestone List and the Project Cancellation and Cash Flow Ceiling Schedule are intended to cause payments of the Contract Price to be invoiced and paid only as defined design, engineering, procurement, construction, check-out, start-up and testing milestones are performed by Contractor, with a final payment milestone to be invoiced and paid only upon Final Acceptance as shown in such Payment Milestone List and receipt by Company of a statement from Contractor distributing the entire Contract Price, as adjusted by any Change Orders, and any other costs as may be invoiced hereunder against the cost units. Upon verification by Company that the diversity performance target and local spend target have been met, Contractor shall itemize the performance payment on the monthly invoice following the quarter such target is met or with Contractor's final bill, as applicable. The Payment Milestone Descriptions shall be used as the basis for preparation of progress invoices as set forth below, and except as otherwise set forth herein, the Project Cash Flow Ceiling Schedule shall establish the maximum amount to be paid to Contractor, if earned, on an aggregate basis through the end of each month of the Project Schedule. Payment shall be made in accordance with the milestone achieved, provided, however, that, in no event shall the cumulative amount of the Contract Price paid at any time exceed the cumulative cash flow ceiling amounts set forth opposite such month.

6.6 Invoicing; payments. For the satisfactory completion of Work milestones, Company agrees to pay Contractor the compensation for such Work milestones within forty-five (45) days from Company's receipt of Contractor's properly prepared invoice, subject to Company's right to withhold those portions of the charges set forth therein that Company may contest in good faith and other applicable provisions of this Contract, and further subject to Contractor's invoices for each milestone payment being

accompanied by evidence reasonably satisfactory to Company that all payments to Contractor's equipment Subcontractors associated with such Work milestone have been paid by Contractor. Payment to Contractor by Company shall be made by electronic funds transfer, including but not limited to Automated Clearing House or wire transfer, unless otherwise mutually agreed by the parties in writing. All invoices must reference Company's Contract Manager and this Contract number. Invoices shall be submitted electronically to Company at _____. In the event invoices are unable to be submitted through the supplier portal then contact _____. Costs shall be distributed against Company-provided cost codes if requested by Company.

Contractor shall not submit invoices for milestones prior to the dates indicated for such milestones if such early submittals would cause the cumulative maximum cash flow ceiling amounts to be exceeded. Contractor shall not submit invoices for partially completed milestones, and payments against partial completion of milestones shall not be allowed. Contractor shall submit one invoice per month listing each individual milestone payment and amount. Invoices must be submitted within ninety (90) days of completion of Work milestone. Invoices submitted with errors or without supporting documentation will be promptly returned to Contractor to allow Contractor to adjust the relevant invoice item for payment or to refund overpayment. Each milestone invoice shall be accompanied with a partial release of claim for all Work within the milestone(s) being invoiced. This form shall be signed by the applicable Subcontractor.

6.7 Upon Final Acceptance, Contractor shall submit a statement summarizing and reconciling all previous invoices, deductions and payments, and Change Orders. Payment of Contractor's final invoice is conditioned upon Final Acceptance. Within 45 days of the receipt of such statement, Company shall pay Contractor all remaining amounts due. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims for payment under this Article by Contractor against Company in connection with the Work performed.

6.8 Payment disputes; withholding. Any money due Contractor under this Contract or other contracts between the parties shall be adjusted for amounts inappropriately invoiced, whether discovered prior or subsequent to payment by Company. If there is any dispute about any amount invoiced by Contractor, Company will notify Contractor of such dispute before the due date and the amount not in dispute shall be promptly paid as described above. Company also may withhold payment on an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect Company from loss because of (i) third party claims filed against an indemnitee covered by Contractor's indemnification obligations (provided however, that Company shall not withhold amounts reasonably expected to be covered by any insurance furnished by Company or Contractor, except to the extent of any obligation of Contractor to cover deductibles); or (ii) payments previously made to Contractor which were not yet properly due and payable pursuant to this Article. Any amounts withheld pursuant to either of the preceding two sentences shall be paid to Contractor once the cause for withholding has been remedied by Contractor in accordance with the Contract Documents. In addition, Company also may offset against payment due on an invoice an amount equal to any liquidated damages for delay that have accrued.

6.9 **Milestone Payment for Successful Completion of Required Diversity Target of Addressable Spend**. In order to receive the diversity performance milestone payment of 2% of the total compensation for the Work, Contractor must verify that both the required diversity target spend of 20% of the Contract Price and the required local spend target spend of 20% of the Contract Price have been achieved

or provide evidence of innovative strategies for developing the capacity and scale of diverse businesses that contribute to the economic growth of the communities served by Contractor and Company. Contractor may seek resource assistance from Company's Supplier Diversity Manager identified in Section 12.15.4 or his/her designee for assistance in identifying potential Diverse Suppliers and Local Suppliers. Contractor shall provide quarterly reports and include a final report as to diversity spend and local spend for the Work when submitting Contractor's final invoice for payment. Unless a different Company representative is identified as the appropriate person to receive the quarterly and final subcontracting and diversity/local spend reports, Contractor's quarterly and final subcontracting and diversity/local spend report shall be submitted to Company's Contract Manager with a copy to Company's Supplier Diversity Manager as designated in Section 12.15.4 of this Contract. Upon receipt of Contractor's final invoice for payment under this Contract and upon Company's verification that Contractor has met both the required diversity target spend and the required local target spend of 20% of the Contract Price, Company shall release payment of the final diversity performance milestone payment of 2% of total compensation due for the Work under this Contract.

7. Laws, Safety Requirements, Project Rules and Licenses

7.1 Contractor shall, prior to commencement of Work at the Site, request in writing from the Contract Manager copies of any applicable Site health, safety, quality, environmental and security rules, standards, procedures and programs. Contractor shall submit a Site-specific safety execution plan for the Work which must be Approved by Company prior to mobilization at the Site ("Safety Plan"). Contractor and its Subcontractors, if any, shall observe and comply with all such applicable Site health, safety, quality, environmental and security rules, procedures and programs, as same may be amended from time to time, including without limitation, minimum requirements for safety as outlined the safety plan Approved by Company for the Work, whichever is the most stringent, and shall abide by all Law, Codes, and the terms of any permit or license required for, or relating to, the Work to be rendered pursuant to this Contract. Where applicable to the Work, Company may require Contractor personnel to undergo certain training as directed by Company and such training shall not be chargeable to Company. Contractor and Subcontractors with access to the Company's or Company's network shall also be required to abide by, in particular, the then-current communications policies to which Company subscribes, and which are available upon request. Whenever any aspect of the Work is required to be performed by Contractor, Contractor and its Subcontractors shall comply with Company's Power Generation Safety Requirements for Contractors, which are incorporated herein and binding upon Contractor. In addition to the foregoing, whenever any aspect of the Work is required to be performed during or as part of a planned (non-nuclear) outage, whether on-Site or off-Site, and will have any impact on unit/station operations, Contractor shall comply with the project controls requirements set forth Power Generation Project Controls Requirements for Outage Work, which are incorporated herein and binding upon Contractor. Contractor shall indemnify, defend and hold harmless Company, Affiliates, and the List Co-owners with respect to any claims, expenses (including attorneys' fees), government fines or penalties, liability or damage arising out of Contractor's or Subcontractors' failure to comply with any such Law, rules, procedures or programs.

7.2 Contractor shall be responsible for providing a healthful and safe work place and working environment for its employees and Subcontractors during performance of the Work. Contractor

shall protect the health and safety of Contractor's, Subcontractors' and Company's employees, the public, and other third parties from any danger associated with the Work. All tools, equipment, facilities and other items used by Contractor and its practices employed to accomplish the Work are considered part of the working environment. No representation or warranty is made by Company, Affiliates, or Listed Co-owners that applicable Site health, safety, quality, environmental or security rules, procedures and programs are complete or adequate to protect any person from danger. To the contrary, it is incumbent upon Contractor to assess the risks of its operations and develop safety procedures accordingly. Contractor's obligations hereof are minimum requirements and Contractor's observance and compliance with such rules, procedures and programs shall not serve to discharge or release Contractor from its responsibility to provide its employees and Subcontractors a healthful and safe work place and working environment or to adapt more stringent rules, procedures and programs as may be necessary to prevent personal injury, death or property damage arising out of or relating to the Work to be performed. In addition, Contractor is responsible for and shall ensure that all Work is performed in compliance with any changes to such Site health, safety, quality, environmental and security rules, procedures and programs as are made by Company in accordance with Section 12.3 below. Contractor agrees to adopt, maintain and enforce a complete and comprehensive safety program in writing which contains and delineates whatever methods, procedures and precautions are necessary to comply with the provisions of this Article and shall not rely entirely upon Company rules, procedures or programs to accomplish the goals and requirements of such Article.

7.3 Company may modify or replace, at any time, the Site health, safety, quality, environmental and security rules, procedures and programs applicable to Work by notifying Contractor either orally or in writing without complying with any provision on giving notice in this Contract. The Contract Price and schedule for the Work are based on applicable Laws and Codes in effect, or enacted or adopted but not yet in effect, as of the date of the effective date of the Contract. After such effective date, if a change occurs to any Law or Code that affects performance of the Work by Contractor, or any of its Subcontractors, Contractor shall immediately and prior to implementing such changes in Work notify Company in writing and submit documentation of the anticipated effect in terms of both time and cost of performing the Work. Thereafter, Contractor shall not implement the change unless Company either agrees in writing to make an equitable adjustment to the Contract Price or schedule by means of issuance of a Change Order which will describe the mutually agreed method for addressing the change in Law or Code and which will become effective upon execution by both Company and Contractor, or Company issues a written direction to proceed pursuant to Section 9.5. Contractor shall not be entitled to an equitable adjustment to any applicable provisions of the Contract if Contractor fails to provide Company written notice of the change and its anticipated effects prior to implementing the change.

7.4 Contractor shall furnish Company with written notice of Contractor's on-Site individual who is Competent, trained, OSHA 30 certified (at a minimum) and responsible for supervising Contractor's safety program and related record-keeping. If required by the Safety Plan referenced in Section 12.1 above, Contractor shall employ a full-time, on-Site qualified safety representative.

7.5 Contractor shall not undertake performance of the Work until the Work can be done safely. Contractor shall at all times conduct all Work under this Contract in a manner to avoid the risk of bodily harm or property damage. Contractor shall promptly take all precautions that are necessary and

adequate to guard against any conditions that involve a risk of bodily harm or property damage. Contractor will only employ Competent, skilled employees and Subcontractors who are knowledgeable of dangers involved in the Work. Contractor shall continuously inspect all Work, materials and equipment to discover and determine any such conditions and shall be solely responsible for identification and correction of any such conditions.

7.6 Contractor shall notify Company immediately of any accident or injury. Contractor shall provide Company a complete copy of all accident reports and access to any accident investigations or descriptions.

7.7 Contractor shall ensure that all Contractor and Subcontractor employees, representatives and agents are fit for duty at all times while performing Work under this Contract. In the event that any Contractor or Subcontractor employee, representative, or agent is not fit for duty, Contractor unilaterally shall take all actions necessary to remove such individual from the Site or other property owned, leased or controlled by Company, an Affiliate, or Listed Co-owner or such location at which such Contractor or Subcontractor employee, representative or agent is assigned and conducting business under this Contract, even if the location is not owned, controlled or leased by Company, an Affiliate, or a Listed Co-owner (such locations collectively referred to in this Section as the "Premises"). The use, possession, transportation, distribution, promotion or sale of intoxicating beverages or illicit or controlled substances or drug paraphernalia ("Drugs") while on the Premises is absolutely prohibited. In addition, Contractor, Subcontractors, and their employees, representatives, and agents shall not be present on or perform any Work on the Premises while under the influence of Drugs. Prescription drugs legitimately prescribed for an individual that are misused shall be deemed Drugs. In the course of an investigation or search or on a random or unannounced basis while working on the Premises, and as a condition of being permitted access to such, all individuals will comply with requests for urinalysis, breathanalysis, or blood-alcohol tests. Contractor will cause the immediate removal of, and shall not permit any Work to be performed on the Premises by any person who either refuses to submit to a Drug test, or has had a confirmed positive Drug test, or who admits being under the influence of Drugs while on the Premises. At Company's discretion, Contractor will not permit any person to perform Work on the Premises if such person has ever been denied access to any location or removed from activities by Contractor or any third party due to the possession, transportation, distribution, promotion, or sale of Drugs. For purposes herein, a refusal to submit to a test shall constitute a positive test result, and grounds for removal from the Premises. Company or any Affiliate may, without prior notice, search the person, possessions, and vehicles of Contractor's and Subcontractors' employees, representatives, and agents while same are on the Premises. Cooperation is voluntary; however, any individual who refuses to consent to and cooperate in such search will be removed from the Premises and, at Company's discretion, will be permanently barred from the Premises. Contractor will promptly replace any such individual upon request. Before allowing any Contractor employee with a previous positive Drug test result access to the Premises, Contractor shall provide information acceptable to Company indicating that Contractor employee has completed rehabilitation under the direction of a substance-abuse professional. In addition, such information shall include, but not be limited to, follow-up or return-to-work drug screen results.

7.8 Contractor will promptly adopt, implement and enforce its own policy to assure a Drug-free workplace while performing Work on the Premises. Such policy, at a minimum, shall provide that Contractor's and Subcontractors' employees may be subject to pre-employment testing, pre-assignment

testing (testing conducted prior to being assigned Work on the Premises), unannounced testing (testing conducted with or without cause at Company's request of any or all of Contractor's and Subcontractors' employees present on the Premises) reasonable suspicion testing, probable-cause testing and post-accident testing and searches as described herein. Testing for pre-assignment and unannounced testing shall incorporate, at a minimum, the cut-off levels set forth in 49 CFR Part 40. Contractor shall provide to Company prior to commencement of Work a copy of its Drug policy, and shall allow Company or Company to audit its testing procedures performed relative to Work issued pursuant to this Contract and the corresponding results. Such audit shall be conducted in accordance with the audit provisions of this Contract.

7.9 Contractor shall indemnify, defend and hold harmless Company, Affiliates, Listed-Co-owners, and the officers, employees and agents of any of them with respect to any claims, expenses (including attorneys' fees), liability, and damages arising out of any allegations by such personnel for wrongful termination, libel, slander, interference with employment or business relationships, or for any type of alleged discrimination in employment activities or for any claims arising from any searches or tests made pursuant to this Contract.

7.10 Except to the extent use of explosives for demolition or other purposes as expressly permitted under this Contract, and then only subject to strict compliance with any terms, conditions or requirements set forth in such Contract, Contractor shall not permit or suffer the introduction, use, or possession of firearms, explosives, or weapons or any other contraband upon the Premises (as defined in Section 12.7).

7.11 It is incumbent upon Contractor, Subcontractors, and their personnel, to perform all tasks with safety as its highest priority. To this end, when non-English speaking personnel are employed or present on the Site, it is Contractor's obligation and responsibility to ensure that all personnel understand all work area signage, emergency announcements via public address systems, Company radios, cell and land-based phones, computer and personal communications, as well as safety training information, including but not limited to videotaped recordings provided by Company or Affiliates to Contractor and that all non-English speaking personnel are capable of notifying others of safety hazards encountered or created in the workplace or Site. Supervision by an individual capable of translating shall be used to ensure that all signs, announcements or notifications can be translated immediately, providing for effective and safe work-rule enforcement. Should there be multiple non-English speaking crews, a translator is required for each crew at the sole expense of Contractor. In the event the translator leaves a worksite where the Work is being performed by non-English speaking personnel, the Work being performed shall stop and the non-English speaking personnel shall vacate the worksite areas until they have a translator. Any manpower charges to Company shall cease for the time period the non-English speaking personnel are without a translator.

7.12 Contractor acknowledges that compliance with the provisions of this Article is of the highest importance. Any breach of these Sections shall constitute a substantial and material breach of this Contract entitling Company to exercise the rights and remedies specified in this Contract and any other rights and remedies under applicable Law or equity.

7.13 Contractor shall comply with all applicable Law. Without limiting the foregoing, unless this Contract is exempt from Executive Order 11246, under the rules and regulations of the Secretary

of Labor (41 C.F.R. § 60), Contractor agrees that during the performance of this Contract, it will fully comply with the provisions of the equal opportunity clause as set forth in Section 202 of Executive Order 11246 and 41 C.F.R. § 60-1.4(a)(1-7), which provisions are hereby incorporated by reference and made a part of this Agreement. During the performance of this Contract, Contractor also agrees that it will fully comply with the applicable equal opportunity provisions of the Rehabilitation Act of 1973, as amended, and applicable regulations, 41 C.F.R. § 60-741, et seq., and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and applicable regulations, 41 C.F.R. § 60-2.50, et seq., which are hereby incorporated by reference and made a part of this Contract. Contractor certifies that it does not and will not maintain or provide for its employees any facilities that are segregated by race, color, religion or national origin, or permit its employees to perform any services at any location, under its control, where segregated facilities are maintained, and Contractor will obtain a similar certification for all non-exempt subcontractors, as required by 41 C.F.R. § 60-1.8. **Contractor and Subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** To the extent applicable, the employee notice requirement set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract. Contractor further agrees that to the extent applicable, including but not limited to, the purposes of promoting small and small disadvantaged businesses, Contractor will fully comply with the requirements of the Small Business Act, 15 U.S.C. Section 631, et seq., and the Office of Procurement Policy Act, 41 U.S.C. Section 423, et seq., as implemented in the Federal Acquisition Regulations found at 48 C.F.R. Part 1, et seq., all of which are hereby incorporated by reference and made part of this Contract. Contractor shall provide Company with information, as requested by Company or Affiliates, to support any reporting that Company must make pursuant to legal requirements, including information that Company and any Affiliate need or otherwise request in order to comply with reporting requirements of 48 C.F.R. 53.219 concerning small, small disadvantaged, and women-owned small businesses. Notwithstanding the foregoing, Contractor shall comply with the regulations identified in 48 CFR 52.244-6, all of which are incorporated herein by reference. Contractor shall ensure that any Subcontractors do the same. In addition, Contractor shall, if applicable, comply with the Fair Labor Standards Act of 1938 (particularly Sections 6, 7 and 12 thereof), as amended; the Social Security Act, as amended; and federal and state unemployment tax laws.

7.14 If during the performance of the Work under this Contract there are any changed or new Laws not foreseeable at the time of execution of this Contract that affect both the scope of Work as set forth herein and the cost or time of performance of the Work, Contractor shall immediately and prior to implementing the changed scope of Work notify Company in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Work. Thereafter, Company will make an equitable adjustment in any applicable fixed-price or lump-sum compensation and schedule provisions by issuance of an appropriate Change Order; provided, however, no adjustment shall be made where Contractor fails to give Company written notice of the change and anticipated results thereof prior to implementing the change.

7.15 *Supplier Diversity*.

7.15.1 *Plan for Utilization of Diverse Suppliers.* Contractor shall comply with the provisions contained in 48 CFR 52.219-8 (May 2004) (Utilization of Small Business Concerns) and 48 CFR 52.219-9 (Jan 2002) (Small Business Subcontracting Plan). For any Contracts that exceed $550,000, Contractor shall submit a plan for utilizing Diverse Suppliers to the Company. The plan shall include a listing of each proposed Subcontractor and supplier expected to be directly utilized by Contractor broken out by category of service/material with the spend amount for each. Contractor may use the Subcontracting Plan Template to satisfy this requirement.

7.15.2 *Reporting Diverse Supplier Spending.* Contractor's reporting, as prescribed below, shall include a listing of each of the Diverse Subcontractors by company name, address, point of contact, commodity group and/or services and spend amount. Upon request, Contractor shall provide a detailed plan of action to overcome any performance gaps against its initial Subcontracting Plan. Contractor shall provide detailed plan of action to overcome any performance gaps against its initial Subcontracting Plan. Contractor shall provide a quarterly report verifying Diverse Supplier spending through Company's third-party managed registration and second tier spend reporting website and an additional report shall be provided to both the Contract Manager and Company's Supplier Diversity Manager identified in Section 12.15.4. For reporting purposes, women owned businesses shall be limited to non-minority women. As such, ethnic minority women owned businesses shall be reported as minority owned businesses and not a part of women owned business reporting.

7.15.3 *Maintaining Competitive Business Practices.* Nothing contained in this Article is intended to imply or to impose any obligation on the part of the Contractor to pay a premium for the utilization of Diverse Suppliers or Local Suppliers. Consistent with good business practices, Contractor shall fulfill these requirements while maintaining competitive prices for goods and services procured from all suppliers.

7.15.5 For any Contract exceeding $550,000, in order to receive the diversity performance final milestone of 2% allocated out of the total compensation for the Work, Contractor must verify both quarterly and at final invoicing that the required diversity performance target spend and the required local target spend have been achieved.

7.16 Contractor and all Subcontractors shall procure and maintain, at their own expense, all necessary municipal and other governmental permits, licenses, and inspections in connection with Contractor's and Subcontractors' Work, including, but not limited to, applicable sales, use, gross receipts and similar tax permits. When required by Law or Company, Contractor warrants that it will hold and will maintain current throughout its performance of the Work under this Contract, any and all trade or professional licenses or certificates applicable to the Work, including, but not limited to, a license issued by the Contractors Licensing Board of Arkansas. Contractor warrants that such license or certificate numbers were furnished to Company and, if required by Law or Company, were caused to appear on the exterior of Contractor's bid envelope for the Work at the time designated for the opening of such bid or otherwise provided in a manner acceptable under applicable Law. Contractor will verify and represents to Company that all Subcontractors approved by the Company are duly-licensed.

7.17 Whenever requested to do so by the Contract Manager, Contractor shall immediately remove from the Sites, any employee of Contractor, any Subcontractor or any employee of Subcontractor performing Work as Company may designate. Contractor shall not allow such employee

whom Company or Affiliate has requested be removed because of such employee's violation of laws, applicable Site rules or other provisions of this Contract or for any other cause on a reasonable basis, back on the Site or on any of Company's or an Affiliates' other Sites or facilities without the prior written consent of the Company or Affiliate that owns the Site or facility requesting the Work. CONTRACTOR HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS COMPANY, AFFILIATES, AND LISTED CO-OWNERS FROM ANY COSTS, CLAIMS, LOSSES, AND DAMAGES BASED UPON DEFAMATION OR WRONGFUL DISCHARGE WHICH CONTRACTOR, COMPANY, OR AFFILIATES MAY PAY, SUFFER, OR INCUR AS THE RESULT OF ANY SUCH REMOVAL OR REQUEST.

7.18 For any Contract that includes materials subject to the United States Department of Transportation Federal Highway Administration's 23 CFR 635 and Moving Ahead for Progress in the 21st Century Act (MAP-21), otherwise known as "Buy America", Contractor must comply and include the certifications necessary to attest compliance to 23 CFR 635 and MAP-21 on the shipping documents included with the materials upon shipment, as well as any other documentation required by the applicable State Department of Transportation. Contractor shall attest compliance with Buy America and Map-21 with the following statement: "All manufacturing processes for these steel and iron materials, including the application of coatings (unless exempt by a waiver granted pursuant to 23 CFR 635.410), have occurred in the United States." Contractor must keep supporting documentation and certification copies for no less than three years

7.19 *CIP Access Notice.* If Contractor or Contractor's personnel have been notified by Company that one or more Contractor personnel have been authorized for unescorted physical access or electronic access (including electronic remote access) to applicable North American Electric Reliability Corporation critical infrastructure protection ("CIP") cyber assets or information classified by Company or Listed Co-owners as bulk electric system cyber system information (all the foregoing access, "CIP Access"), the following provisions will apply.

7.19.1 *Notification and Revocation.* Contractor will immediately notify Company (including in writing) ***no later than the earlier of the close of business on the same day as the day of, or within 12 hours of termination or change set forth below***, and will immediately take all steps necessary to remove Contractor personnel's access to any Company information, systems, networks, or property when:

(1) any Contractor personnel no longer requires such access in order for Contractor to furnish the Work (including changes in such Contractor's personnel's role or transfer that eliminates the need for such access);
(2) any Contractor personnel is terminated or suspended or his or her employment is otherwise ended;
(3) Contractor reasonably believes any Contractor personnel poses a threat to the safe working environment at or to any Company or Listed Co-owner property, including to Company, Listed Co-owners, or Contractor's employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, or employee or Company information;
(4) there are any changes to any Contractor personnel's background history, including, without limitation, any material information not previously known or in his or her background report or record;

(5) Contractor personnel fails to maintain conduct in accordance with the any qualification criteria set forth in the Agreement or this CIP Access Notice section;
(6) Contractor personnel loses his or her U.S. work authorization; or
(7) the Work is completed or terminated, so that Company can discontinue electronic or physical access for such Contractor personnel.

Contractor shall also respond timely to requests related to revocation.

7.19.2 *Timely Response Concerning Access.* Contractor will immediately take all steps reasonably necessary to deny such Contractor personnel electronic and physical access to Company or Listed Co-owner information as well as Company or Listed Co-owner property, systems or networks, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens and laptops, as applicable, and will return to Company any issued property including, but not limited to, photo ID badge, keys, parking pass, documents, or laptop in the possession of such Contractor personnel. Contractor will notify the Contract Manager once access to Company information, Company property, systems, and networks has been removed. Contractor will maintain and timely update a list of Contractor personnel who have been granted CIP Access to facilitate compliance with this CIP Access Notice section.

7.19.3 *Notice*. Notice pursuant to this CIP Access Notice section shall be made both to the Contract Manager and as follows.

(1) *Generally.* Notice pursuant to this section shall be made timely to _____.

(2) *Follow-up.* Follow-up notice can be sent to_____.

7.21 "Covered telecommunications equipment or services" shall have the meaning provided in FAR 52.204-25 (Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2020)), as amended. Contractor shall not sell or otherwise provide to Company nor incorporate into any deliverable any covered telecommunications equipment or services. In addition, Contractor shall not use any covered telecommunications equipment or services to perform Work for Company or its Affiliates. Notwithstanding the foregoing, Contractor shall immediately notify _____ if it becomes aware that it has sold, provided, or used any covered telecommunications equipment or services in connection with Work provided hereunder.

8. Independent Contractor

8.1 Contractor shall maintain the status of an independent contractor with the sole authority to control and direct the performance of the details of the Work being rendered by its and Subcontractors' employees, and with responsibility for determining the safety of its and Subcontractors' employees performing Work. Contractor will at all times act as an independent contractor, and nothing stated or implied in this Contract shall be construed to make Contractor, nor shall Contractor represent Contractor to be, an employee or agent of Company, any Affiliate, or a Listed Co-owner. While Contractor's services shall meet with the approval of Company, Company is interested in the results to be

achieved and, accordingly, the detail, manner and method of performing Work shall be the responsibility of, and under the supervision and control of, Contractor and Subcontractors. Contractor shall supply all personnel utilized by it in performing Work. Contractor and Subcontractors shall have complete control of, and supervision over their personnel, tools and equipment. Company shall have the right, but not the duty, to review the qualifications of Contractor's personnel and to disapprove unqualified personnel before assignment to perform Work hereunder. Nothing in this Section shall be construed as precluding Company from raising the "Statutory Employer" defense, if applicable, to any suit filed against Company by an employee of Contractor or any Subcontractor. Further, notwithstanding anything in this Section to the contrary, the parties mutually agree that it is their intention to recognize Company as the statutory employer of Contractor's and Subcontractors' employees, whether direct employees or statutory employees of Contractor or any Subcontractor.

8.2 Contractor shall be solely responsible for payment of Contractor's employees' wages or salaries, employee benefits such as vacation, sick leave, pension, holidays, medical, disability benefits, dental and life insurance; workers' compensation, unemployment insurance and all other legal and labor requirements. Except for any taxes allowed to be recovered, Contractor shall also pay and be solely responsible for all contributions, payroll taxes and premiums payable under federal, state and local laws, measured on the compensation paid to Contractor and/or its employees pursuant to this Contract.

8.3 Notwithstanding anything in this Contract to the contrary, Contractor, and not Company nor any Affiliate or Listed Co-owners, shall be solely responsible for (a) payment of all wages or salary or other compensation to Contractor personnel; (b) as applicable, withholding and payment of federal, state or local individual income taxes, FICA and other payroll taxes and applicable amounts with respect to any payments made to Contractor and Contractor personnel, except for taxes allowed to be recovered; (c) providing all pension and welfare benefits and other employment-related benefits, as applicable, to Contractor personnel, including, but not limited to, vacation, sick-pay, insurance, pension, medical, disability benefits, dental and life insurance and any profit-sharing benefits; and (d) all other legal and labor requirements regarding Contractor personnel (including verification of legal immigration status and maintaining I-9 forms for its workforce). Contractor warrants and represents that it will not use any retiree of Company or Affiliates or Listed Co-owners to perform any portion of the Work, as an employee, Subcontractor (including as a 1099 worker) or in any other capacity, if the individual has not been retired from Company or Affiliates or Listed Co-owners for at least six consecutive months prior to performing services for Contractor. Contractor shall indemnify and hold harmless Company and its past, present and future Affiliates and Listed Co-owners, and any one or all of its or their past, present and future officers, directors, employees, plan fiduciaries, shareholders, and agents with respect to any claims, loss, expenses (including attorneys' fees and court costs), liability and damage, and penalties that any one or all of them may incur relating to or arising from or out of or in connection with any allegations by Contractor' personnel or Contractor or any third party, including any governmental entity that (1) any Contractor personnel are or were employees of Company, any Affiliate, or any Listed Co-owner; (2) that any one or all are entitled to benefits from Company or any Affiliate or Listed Co-owner, including, without limitation, benefit or welfare plan participation, vacation, or sick leave; (3) asserts wrongful termination, libel, slander, interference with employment or business relationships, or any type of alleged employment action or alleged discrimination in employment activities.

9. Use of Information, Copyrights, Patents and Infringement Indemnity

9.1 *Confidentiality.* All Specifications, drawings or other data, Software, materials or other business or technical information, (collectively the "Confidential Information") disclosed or made available to Contractor or obtained by Contractor, directly or indirectly, from Company, an Affiliate, or Listed Co-owner or User or developed or obtained by Contractor (or others under its direction or supervision) in connection with the performance of this Agreement or any Contract Order, shall be deemed Confidential Information belonging to the applicable Company, Affiliate, Listed Co-owner or User. During the term of this Agreement and thereafter, Contractor shall not use or otherwise disclose such Confidential Information for any purpose (nor permit its use or disclosure by others who are under Contractor's supervision or direction) without the applicable owner of such Confidential Information having given its prior written consent, except (a) to the extent necessary in connection with the performance of the Work hereunder for the benefit of the party owning such Confidential Information, or (b) where such Confidential Information was publicly available, or (c) Contractor otherwise demonstrates to the satisfaction of the applicable owner of such Confidential Information that such Confidential Information was either actually known to Contractor prior to this Agreement, or was independently and properly obtained or developed by Contractor apart from this Agreement or Contract Order or any connection with Company, Affiliates, Listed Co-owner or any User (directly or indirectly) and without breach of any confidential relationships. Notwithstanding anything to the contrary contained herein, Contractor, its Subcontractors, and their employees shall not be restricted from providing Confidential Information to judicial or regulatory bodies to the extent required by Law; provided, however, that Contractor, to the extent reasonably practical, shall give maximum advance notice of such disclosure requirement and shall cooperate with the owner of such Confidential Information in seeking to oppose, minimize or obtain confidential treatment of the Confidential Information ordered or required to be disclosed, in each case to the extent reasonably practical. Upon expiration or termination of this Agreement and any Contract Orders, if User so requests, Contractor shall timely return all Confidential Information to the applicable User in a format reasonably requested by such User or, at User's request, certify the secure destruction thereof. Contractor's confidentiality obligations include a prohibition on using Confidential Information (1) in any artificial-intelligence environment such as Chat GPT, OPEN AI, Google Bard, et. Or (2) to train its systems, absent Company's advanced, express, written consent.

9.2 *Photographs and Video.* Contractor shall not, without the prior written consent of Company take any photographs, video or other recordings of Company's or Affiliates' property. Nothing herein, however, shall restrict Contractor or its personnel from taking photographs or video recordings of conditions at or inside Owner's, Affiliates', or Listed Co-owner' facilities provided that such images do not include Safeguards Information or other security-sensitive information, the disclosure of which is restricted by the NRC, and further provided that the following rules are followed:

i. All such images should be uploaded timely to the system designed by the Site for collecting such information, images, and video;
ii. All images taken in connection with the condition documented should be uploaded, even if they are poor quality;
iii. Once uploaded, images should be deleted off of mobile media for ongoing security reasons;
iv. Images may not be taken in areas where individuals have a reasonable expectation of privacy (i.e., bathrooms, dressing rooms, locker rooms, etc.) unless (A) there is a valid business reason for taking photographs in the area; (B) all individuals in the area at the time are aware of activities related to the photo activity; and (C) written permission has been granted by the Site manager in advance of the recording activity.

9.3 *Rights to use Information.* Contractor represents that except to the extent stated in applicable Contract Orders, Contractor has the full and unrestricted right to disclose any information,

knowledge and data that it or its employees may present to the Company, Affiliate, Listed Co-owner or User in the performance of Work pursuant to this Agreement.

9.4 Company, Affiliates, Listed Co-owner and User shall not have any obligation of confidence with respect to any information disclosed by Contractor, and Company, Affiliates, Listed Co-owner and User shall be free to use or disclose any or all of the information contained in any drawing, record or other document to third parties without accounting to Contractor therefore; unless, however, information is specifically covered by a separate, written confidentiality agreement or non-disclosure covenants within the applicable Contract Order. In the absence of any confidentiality agreement or non-disclosure covenants of a Contract Order, Contractor shall not place any restrictive notices on any information, no matter the form of its recording, that Contractor provides to Company or User hereunder. Should Contractor place any notices on any drawing, record or other document not otherwise allowed by the applicable Contract Order under which the item or document was created or delivered, Company, Affiliates, and User are hereby authorized to nullify, obliterate, remove or disregard such notices.

9.5 *Ownership.* All deliverables, including Software if applicable, to the extent prepared, produced or first developed by Contractor for User under a Contract Order, shall be and will remain the exclusive property of User, and all right, title and interest therein (including, without limitation, copyright and patent rights) shall vest in User, and shall, to the fullest extent permitted by Law, constitute "work made for hire" under United States copyright law. If Contractor, or its employees or any Subcontractor employees, makes or develops any process, machine, composition of matter, inventions, patentable or unpatentable, resulting from Contractor's activities hereunder, Contractor shall promptly disclose those inventions to User in writing. Further, Contractor hereby assigns, or will cause to be assigned, each such invention to User. Contractor shall require and cause its personnel to execute such documents and do such things as User requests in connection with any assignment and in connection with the acquisition of letters patent, domestic and foreign, on any inventions, and to ensure that such intellectual property shall become the sole property of User, all at Contractor's sole cost and expense.

9.6 *Contractor's Retained Rights.* Contractor shall retain all right, title and interest in its know-how, concepts, materials and information that were or are developed entirely independently of Work performed pursuant to a Contract Order (the "Retained Rights"), regardless of whether such Retained Rights are embodied in a deliverable. With respect to Contractor's Retained Rights embodied in any deliverable, User is hereby granted a nonexclusive, perpetual, worldwide, royalty-free, fully paid-up license under Contractor's Retained Rights to use the deliverables for its business operations. The license granted under this Section 14.6 shall extend to User's Affiliates' and Listed Co-owners' use of deliverables for their business operations and to all successors or assignees of the business function for which the deliverables were acquired or created or of the system to which the deliverables relate..

9.7 *Know-how.* Contractor will not disclose or provide to its clients, customers or any third party a copy of the version of any deliverable that was (1) prepared, produced or first developed by Contractor for a User or (2) tailored to meet a User's specific needs. However, Contractor may extract and use know-how, expression or concepts gained during the performance of the Contract Orders to develop, distribute and use templates, materials and tools for itself and other client projects, so long as such templates, materials and tools do not (i) contain any Confidential Information that may not be disclosed pursuant to this Section 14, or (ii) violate a further restriction in a Contract Order.

9.8 *Infringement Indemnification.* Contractor hereby indemnifies and holds harmless Company, User, Affiliates, Listed Co-owners, and their officers, directors, agents and employees, and will, at its own expense, defend any or all of them against claims, suits or proceedings that are based on any allegations that any Work rendered by Contractor or documents, goods, materials or software furnished by Contractor pursuant to this Agreement or a Contract Order or the use thereof, in the form submitted by Contractor, for its intended purposes, constitutes an infringement or misappropriation of any patent, copyright, trade secret or other proprietary right, except to the extent that Contractor's allegedly infringing conduct is expressly required by User's Specification or expressly required in writing by User. Provided

Contractor is notified promptly in writing and is given full authority, information, and assistance for the defense of said claim, suit or proceeding, and provided the Contractor is given all reasonable cooperation in any effort by Contractor amicably to settle such claim, or to mitigate damages resulting from any act or thing complained of, Contractor will pay all damages and costs awarded in any such claim, suit or proceeding, and will pay all reasonable costs and expenses, including attorneys' fees, resulting therefrom.

In the event the use of the items, articles or processes furnished by Contractor hereunder, or any part thereof, is, in such suit, held to constitute infringement, and the use of said items, articles or processes is enjoined, Contractor shall, at its own expense and obligation, either procure the right for the applicable User to continue using said items, articles or processes, or replace the infringing items, articles or processes with non-infringing items, articles or processes of equivalent value and functionality, completely at Contractor's expense.

9.9 Export Compliance / Data Export

9.9.1 Notwithstanding any other provision of this Contract, Contractor understands and agrees that it is subject to, and agrees to abide by, any and all applicable United States laws and regulations controlling the export of certain export-controlled technology, computer software, laboratory prototypes, related information, and export-controlled products (collectively, "Controlled Technology").

9.9.2 Contractor understands that sharing Controlled Technology and Confidential Information with certain foreign nationals who are not lawful permanent residents of the United States, even if it is not sent out of the United States, may constitute an export that is subject to such laws and regulations, and may require an export license. Prior to allowing any foreign national who is not a lawful permanent resident of the United States access to any Confidential Information or Controlled Technology provided by Company or otherwise employed in the Work, Contractor will ensure that the use by such individual (1) complies with all applicable United States laws and regulations, including ensuring that such individual is not, at any time, on the Specially Designated Nationals List published by the U.S. Office of Foreign Assets Control and (2) does not require an export license. Failure to abide by these requirements shall constitute a material breach of this Contract. At Company's request, Contractor shall periodically confirm its compliance with laws that apply to Confidential Information and Controlled Technology.

9.9.3 Notwithstanding the foregoing, Contractor shall not host on a foreign server, or otherwise allow access to Controlled Technology or Confidential Information from outside of the United States, or allow access to Confidential Information by foreign nationals who are not lawful permanent residents of the United States, without Company's prior written consent.

10. Contractor-Provided Insurance

10.1 Contractor shall provide and maintain for the term of this Contract unless otherwise specified in this Contract, at its own expense, insurance coverages in forms and amounts that Contractor believes will adequately protect it but in no case less than:

10.1(a) Notwithstanding any applicable statutory exemptions that may exist, Workers' Compensation Insurance in accordance with all applicable state, federal, and maritime laws, including Employer's Liability Insurance in the amount of $1,000,000 per accident/disease. The policy shall be endorsed to include a waiver of subrogation in favor of Company and Affiliates and Listed Co-owners.

10.1(b) Commercial General Liability Insurance including Contractual Liability Coverage covering liability assumed under this Agreement, Products Liability Coverage, Completed Operations Coverage to remain in effect for three years following the expiration or termination of this Agreement, Broad Form Property Liability Coverage, Personal Injury Coverage, and Explosion, Collapse and Underground Hazards, with a combined single limit of $1,000,000 per occurrence for Bodily Injury and Property Damage.

10.1(c) Commercial Automobile Liability Insurance including all owned, hired, leased, assigned and non-owned vehicles, with a combined single limit of $1,000,000 per accident for Bodily Injury and Property Damage.

10.1(d) If services provided under this Contract are of a professional nature (design, engineering, etc.), Errors and Omissions Liability Insurance as may be appropriate and available in the amount of $1,000,000 per claim, covering claims or damages because of injury or damages arising out of any act, error or omission of Contractor in the rendering of professional services. Such coverage shall remain in effect for three years from the expiration or termination of this Contract.

10.1(e) Pollution Liability Insurance coverage in the amount of $1,000,000 per claim.

10.1(f) Excess or Umbrella Liability Coverage following the form of coverages required in Subsections 15.1(a) through 15.1(e) with limits of liability, when combined with such primary coverage limits, equal to $20,000,000 per occurrence.

10.1(g) If required and agreed by Company, Cargo insurance with a limit per occurrence equal to the greatest single value to be shipped and written on a "warehouse to warehouse" basis including land, air, and marine transit and temporary storage in route, (a) insuring "all risks" of loss or damage to goods on a replacement cost basis and including coverage for war, charges of general average sacrifice, or contribution, and salvage expenses, and (b) containing no express exclusion for inadequate packing.

10.1(h) Such other insurance as may be deemed necessary or desirable by the Company or Company for the Work provided pursuant to this Contract.

10.2 Contractor's insurance policies required by Subsections 15.1(b), 15.1(c) and 15.1(e) above, shall include Company, Affiliates, and Listed Co-owners as additional insureds with respect to Contractor's performance under and liability arising from this Contract. All of Contractor's policies shall be endorsed to waive subrogation against Company, Affiliates, and Listed Co-owners for personal injury, including death, and property damage. All of Contractor's policies of insurance shall be primary insurance and noncontributing with any other insurance maintained by Company, Affiliates, and Listed Co-owners. Contractor shall endeavor to provide Company notice of policy cancellation or material change in accordance with the policy provisions. Policies are to be written by insurers that carry a minimum A.M. Best Rating of A. Contractor shall provide Company with Certificates of Insurance issued to Company, Affiliates, and Listed Co-owners evidencing coverage currently in effect upon execution of this Contract and annually thereafter.

10.3 Unless agreed otherwise in writing by Company, Contractor shall require any Subcontractor providing services or Work under this Contract to carry insurance coverages in forms and amounts consistent with industry standard coverages and limits. Contractor shall obtain Certificates of Insurance evidencing such coverage prior to commencement of services or Work by the Subcontractor and shall present such Certificates evidencing coverage for the duration of the subcontract to Company and annually thereafter.

10.4 Contractor and Subcontractors shall not begin Work until all of the insurance required of Contractor and Subcontractors is in force and the necessary documents have been received by Company. Compliance with this requirement is hereby expressly made a condition precedent to the obligation of Company to make payment for any Work performed.

10.5 The minimum insurance requirements set forth above shall not vary, limit or waive Contractor's or Subcontractors' legal or contractual responsibilities or liabilities to any party.

11. Insurance Supporting Indemnity

11.1 It is agreed that Contractor's insurance shall apply to Contractor's indemnity and defense obligations under this Contract. Contractor represents and warrants that compensation provided for in or otherwise applicable to this Contract includes Contractor's cost for obtaining and maintaining the insurance coverages required herein, including coverages necessary to support Contractor's obligation to indemnify, defend, and hold harmless the Indemnitees (as the term "Indemnitees" is defined in Section 14.1), and that the amount of such compensation would have been less but for such insurance. If it is judicially or statutorily determined that the insurance required hereunder exceeds the monetary limits permitted under applicable Law, the parties agree that said insurance requirements shall automatically be amended to conform to the maximum monetary limits permitted under such Law.

11.2 In the event that the indemnities provided for in this Contract are judicially or statutorily determined to be invalid, impermissible or to exceed permissible amounts, such indemnities shall automatically be deemed to be amended to conform to Law; provided, however, that Company, Affiliates, and Listed Co-owners shall continue to be covered by such insurance policy(ies) as additional insureds to the extent of Contractor's indemnification responsibilities set forth in this Contract, with such insurance to be primary as to all other policies (including any deductibles or self-insurance retentions) of Company, Affiliates, and Listed Co-owners that may provide coverage. Contractor and its insurer(s) waive all rights of subrogation and contribution against Company, Affiliates, and Listed Co-owners to the extent that liabilities are assumed by Contractor.

12. Claims Reporting

12.1 Contractor shall notify Company as soon as reasonably possible, by certified mail or overnight express delivery, of all claims (a) brought for which Company or an Affiliate or Listed Co-owner may be liable, or (b) asserted as arising from or connected with the contractual relationship, or (c) which may materially impair the ability of Contractor to perform any of its obligations to Company,

Affiliate, or Listed Co-owners; and all events that in the light of reasonable experience may give rise to a claim included in the above categories.

12.2 Copies of notices pursuant to this Article shall be sent concurrently to:_____.

13. Risk Allocation; Title and Risk of Loss of Removed Site Material

13.1 Contractor shall release and indemnify Company, Affiliates, and Listed Co-owners and hold Company, Affiliates, and Listed Co-owners harmless for loss or damage, howsoever caused, to Contractor's or Subcontractor's tools, equipment and other property, whether owned, leased, rented or borrowed, that are used or intended for use in the Work to be performed and for any consequential, special, incidental or indirect damages or loss of anticipated profits sustained by Contractor or Subcontractors.

13.2 Contractor shall compensate Company for loss of or damage, howsoever caused, to existing property on the site (including without limitation Company's Site and disposal sites) where Work is, or is to be, performed, or Company's property intended to be incorporated into or used in the Work, and for any resulting indirect damages, or loss of anticipated profits sustained by Company, if said loss or damage resulted from, arose from or related to the Work performed by Contractor or Subcontractors, except to the extent Company is compensated for such property loss by the proceeds of any property insurance (excluding any deductibles or self-insurance retention), and further except to the extent and in the specified manner loss or damage is expressly included as part of the scope of Work under this Contract as in the case of demolition Work.

13.3 Contractor shall release and indemnify Company, Affiliates, and Listed Co-owners and hold Company, Affiliates, and Listed Co-owners harmless for loss or damage, howsoever caused, to all Work in progress and all of Contractor's property intended to be incorporated into the Work and delivered to or located at the site (including without limitation Company's Site and disposal sites) where Work is, or is to be, performed except to the extent of recovery by the Company under any applicable property insurance.

13.4 Notwithstanding any other provisions of this Contract to the contrary, Contractor shall also be responsible and not entitled to compensation from Company, Affiliates, and Listed Co-owners for (a) any loss of money or securities in the care, custody or control of Contractor that are used or intended for use in performing Work, (b) unexplained or mysterious disappearance of any property in Contractor's care, custody or control, or shortage of any property disclosed on taking inventory, or (c) theft of property on the part of Contractor, Subcontractors or their agents or employees.

13.5 Title to any Site material removed from a Site as part of the scope of Work under this Contract, and in accordance therewith, whether for disposal, recycling, salvaging, or any other permissible nature of disposition, and regardless of the characteristics of the material, shall pass at the time that the vehicle leaves the Site. Upon such transfer of title, Contractor shall be solely responsible for any and all loss, damage or injury to persons or property and for any removal, remediation, or response costs associated with any site where the material is disposed, recycled, salvaged, or comes to be situated.

14. Release and Indemnity

14.1 In addition to any other indemnity under this Agreement, Contractor shall, to the fullest extent allowed by applicable Law, indemnify, protect, and hold harmless Company, Affiliates, Listed Co-owners and their contractors and each of their agents, officers, directors, shareholders, control persons, employees, agents, successors, assigns, and representatives (the "Indemnitees"), and upon request of an Indemnitee, defend the Indemnitee from and against any and all losses, damages, including consequential, incidental and punitive damages, claims, liabilities, costs and expenses (including, without limitation, demands, fines, remediation costs, penalties, attorneys' fees, court costs, legal, accounting, consulting, engineering and other expenses, including defense costs) that may be imposed on, incurred by, or asserted against the Indemnitees or any of them by any party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (a) Contractor's or Subcontractors' breach of any provision of this Contract, including, but not limited to, the representation and warranties set forth in this Agreement; (b) Contractor's or Subcontractors' negligence, wrongful act or omission, breach of implied warranties, or strict liability by reason of property damage, personal injury or death, of whatsoever nature in connection with the performance of the Work by Contractor or Subcontractors, **AND SUCH OBLIGATION SHALL APPLY EVEN IN THE EVENT OF THE CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES**; (c) any violation of Law, Codes, or Applicable Environmental Laws by Contractor or Subcontractors; or (d) the treatment, storage, disposal, handling, transportation, release, spillage or leakage of any Hazardous Substance in any form.

14.2 Further, Contractor shall be solely responsible for and shall indemnify, protect, defend, and hold harmless Indemnitees, and upon request of an Indemnitee, defend the Indemnitees, and each of them, from and against any and all losses, damages, including consequential, incidental and punitive damages, claims, liabilities, costs and expenses (including, without limitation, demands, fines, penalties, attorneys' fees, court costs, legal, accounting, consulting, engineering and other expenses, including defense costs), on account of the death or occupational illness of, or injury to Contractor or any Subcontractor, any employees, personnel, or agents of Contractor or Subcontractor, caused by, connected with, relating to or arising from, in any way, in whole or in part, directly or indirectly, the Work performed or to be performed, or from the presence, for whatever purpose, of Contractor or any Subcontractors, or their suppliers, materialmen, employees, personnel, agents or representatives on or near any Site or any property owned, leased, controlled or occupied by Company or Affiliates, **WITHOUT REGARD TO WHETHER ANY SUCH DEATH OR PERSONAL INJURIES HAVE BEEN CAUSED BY OR ARE ATTRIBUTABLE TO, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES, THE CONDITION OF THE SITE, STRICT OR PRODUCTS LIABILITY, OR OTHERWISE, AND NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY.**

15. Title of Contractor-Supplied Material Incorporated Into the Work

Although this Contract is intended to generally provide for demolition and disposal of existing facilities of Company, the scope of Work may involve Contractor bringing onto the Site material that did not previously exist on the Site, such as by way of example but without limitation fill dirt or

concrete. Title to all Work, services, materials, supplies and structures procured by Contractor from third parties or supplied by Contractor and incorporated, or intended at the time of the procurement or supply to be incorporated, into the Work (excluding Contractor's tools, equipment and leased and rented items) shall pass to Company upon payment therefore by Company, upon delivery to Company's Site, or when consumed in the performance of Work, whichever occurs first. Notwithstanding such passage of title from Contractor to Company, Contractor shall retain care, custody and control of all Work and bear the complete risk of loss, destruction or damage thereto, arising from any cause whatsoever until Final Acceptance.

16. Notices

Except for claim notifications, any notice given by either party to the other pursuant to this Contract, including but not limited to, termination notices or assignments or subcontracts, shall be in writing and be deemed validly given if delivered in person, delivered by private, prepaid courier, sent by facsimile with confirmation, sent by email to named contacts for the other party with email confirmation of receipt, or deposited in the mail properly stamped with the required postage and addressed to the last-known office address of the respective addressee. Either party hereto shall have the right to change any address or addressee it may have given to the other party by giving such other party due notice in writing of such a change. Until so changed, notices shall be given to the addressees at the addresses set forth below shall be sent to the address and addressee set forth below by facsimile with confirmation or email with email confirmation of receipt.

Contractor:	**Company:**
_____	_____

17. Warranty; No Owner Warranties on Material to Be Removed

17.1 Contractor represents and warrants that it has the Competence to perform the Work, has or shall obtain the necessary tools, equipment and personnel to perform the Work, shall assign qualified and Competent personnel to the performance of the Work, such personnel shall use their best efforts to perform the Work in the most expeditious, professional and economical manner consistent with the interests of Company, shall maintain and use all tools and equipment in accordance with manufacturer's specifications and recommendations and good engineering and operational practices, has or shall obtain, at its expense, before performing any Work all the necessary certificates, permits, licenses and authorizations to perform Work and conduct business, shall perform all Work in accordance with applicable Law and Applicable Environmental Laws, shall perform all Work in good faith, promptly and with due diligence and Competence, and fully comprehends the requirements and contingencies for performing Work and it shall examine the Site for any additional or special requirements and contingencies prior to performing Work.

17.2 Contractor represents and warrants that it will not perform any aspect of the Work that it knows or has reason to believe cannot be performed in conformity with the provisions of this Contract. If Contractor determines that it cannot perform Work in conformity with these provisions, Contractor shall immediately inform Company and work with Company to develop a mutually satisfactory resolution for the inability to perform. Contractor further represents and warrants that it shall ascertain whether any drawings and Specifications applicable to the Work are at variance with any applicable Law and good engineering and operational practices prior to beginning any Work. If Contractor discovers any variance, it shall promptly notify Company in writing and ensure the necessary changes are made before proceeding with the part of the Work affected.

17.3 Contractor warrants that it will perform the Work provided for in this Contract in conformance with the highest standards of care, ethics and practice appropriate to the nature of the Work and exercise the highest degree of thoroughness, competence and care that is customary in the utility industry. Contractor further warrants that the Work performed hereunder will be of the kind and quality described in this Contract and will be free of defects in design (except to the extent Company has furnished the design), title, workmanship, and materials. Contractor warrants that any equipment or goods supplied hereunder shall be new unless otherwise specified in this Contract and that any Work supplied, repaired or modified by Contractor shall meet all performance or acceptance criteria in the applicable Specifications.

17.4 Without limiting the rights that Company may have otherwise at Law or equity and in addition to the other warranties granted, Contractor guarantees and warrants that all Work performed and any materials and equipment provided in connection with the Work shall be free from defects or deficiencies for twenty-four (24) months from the Company's installation or use of the Work, or thirty (30) months from the date of completion or acceptance of all Work, whichever occurs last. If any defect or deficiency occurs during this warranty period, and Company has notified Contractor of the defect or deficiency within a reasonable period of time after Company's discovery, Contractor, at its sole cost and expense, shall at Company's option promptly repair or replace the defect or deficiency (including all other labor, materials and other Work necessarily incidental to effecting such correction of the defect or deficiency). Any Work provided under this Section 22.4 to correct any defect or deficiency shall be warranted on the same basis as provided in this Section 22.4 for the longer of (a) the balance of the applicable warranty period or (b) six months from the date of completion or acceptance, whichever occurs last, of the repair or replacement. Regardless of any limitation of liability Contractor shall retain risk of loss for any equipment or goods transported to a facility of Contractor or its subcontractors as part of performance of a warranty remedy hereunder.

17.5 Contractor shall use its best efforts to ensure that all warranties provided by Subcontractors, distributors, manufacturers or any other person or entity are assigned to Company. If any warranty cannot be assigned to Company, Contractor shall use its best efforts to make that warranty available for Company's benefit. Contractor shall deliver a copy of each written warranty that may be applicable to Company. The warranties under this Section 22.5 shall be in addition to any others provided under this Contract or otherwise under the Law.

17.6 Without limiting the foregoing warranties and in addition to other remedies available to Company, at law or in equity, upon notice of a nonconformity in Work provided by Contractor,

Contractor shall promptly remedy or reperform (including removal and reinstallation of any repaired or replaced materials and equipment) such nonconformities at Contractor's sole expense.

17.7 Contractor shall perform such tests as Company may reasonably require to verify that corrective rework complies with the original warranty. Should Contractor fail to remedy nonconformities promptly, the applicable Company, in addition to other available remedies at law or in equity, may perform such remedial work at Contractor's sole expense.

17.8 Contractor represents that any Goods furnished to Company hereunder are not fraudulent and do not involve the sale of Counterfeit Goods. For the purposes of this paragraph, "Goods" are defined as items furnished by Contractor hereunder and Counterfeit Goods are defined as products produced, altered or misleadingly labeled to resemble a product or to provide the impression that the product is of a different class or quality or from a different source without authority or right to do so and which misleads or defrauds by presenting the imitation product as original, authorized or genuine. Counterfeit Goods include, but are not limited to, used or recycled components and refurbished parts, with or without false labeling, that are represented as new parts or any items that are provided by Contractor or its sub-suppliers in violation of any license or non-competition agreements or other third-party proprietary rights. Contractor represents that it has policies and procedures in place to inspect the Goods sold hereunder for the detection and avoidance of the sale of Counterfeit Goods. If Contractor determines or suspects or deems that it has furnished Counterfeit Goods to Company, Contractor shall immediately notify Company. In the event that Company determines or suspects that Contractor or its sub-supplier has furnished Counterfeit Goods to Company, Company will immediately notify the Contractor. Contractor shall be liable for all costs relating to removal and replacement of the Goods at issue with non-counterfeit Goods in full conformance with this Contract. Company reserves the right to withhold payment for the suspected Counterfeit Goods pending a determination by Company as to confirmation of whether the Goods at issue are or are not Counterfeit Goods. Contractor shall indemnify and save harmless Company, Company and its Affiliates, and Listed Co-owners, and any of their directors, officers and employees from and against all claims, actions, loss, cost, expense or injury of any kind arising from or incidental to the furnishing of Counterfeit Goods by Contractor or its sub-suppliers hereunder.

17.9 No Owner Warranties on Material to Be Removed. Company does not warrant that the title conveyed to the Contractor to any Site material removed from the Site as part of the scope of Work is free of any security interests or liens or encumbrances of any third person. Instead, Company only warrants that Company is rightfully transferring such rights, title and interest in such material to be removed as Company holds at that time. **Except as set forth in the preceding sentence, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTIBILITY, OF FITNESS FOR A PARTICULAR OR INTENDED PURPOSE, OR THAT MATERIAL TO BE REMOVED IS FIT FOR ITS ORDINARY PURPOSE. THERE IS NO WARRANTY AGAINST REDHIBITORY OR OTHER HIDDEN DEFECTS OR VICES, WHETHER APPARENT OR LATENT. Material to be so removed is made available to Contractor at the Site "as is" and "with all faults,"** and Contractor acknowledges that (i) Company has no reason to know of any particular purpose for which Contractor may resell, recycle, or salvage such material; (ii) Contractor and its affiliates have not in any way relied upon skill or judgment of Company to select any such material suitable to its reselling, recycling, or salvaging needs; (iii) Company has not inspected such material for purposes of determining suitability for handling, loading, packaging, shipment,

recycling, salvaging, or disposal in accordance with Contractor's licenses and certificates or for detecting any Hazardous Substances, including without limitation any pollutants, asbestos or toxic or harmful substances that Contractor may not be fully licensed to process, handle, or transport; and (iv) Company is not a "merchant" as defined by the Uniform Commercial Code or any applicable state law with respect to such material. Contractor further represents and acknowledges that no agent, employee or representative of Company has made any representation with respect to such material, that no such representation has been relied upon by Contractor, and that no such representation forms the basis of this Contract. The Contractor's determination as to the condition of such material is based solely upon Contractor's inspection thereof.

18. Inspection

18.1 All Work must be thoroughly inspected by Contractor, and Company shall have the right, at reasonable times and frequencies and during normal working hours, to inspect and review Work being performed pursuant to this Contract by Contractor or authorized subcontractors at Contractor's, Subcontractors' or Company's facilities without charge by Contractor. Neither the failure to make such inspections nor the approval of Work being performed shall relieve Contractor of its responsibilities under this Contract.

18.2 For the purposes of expediting and inspection, Contractor shall provide Company (a) a right to approve all submittals required to be delivered by Contractor hereunder (including but not limited to submittals to governmental entities), (b) reasonable access to the manufacturing facilities and shops of Contractor or Subcontractors and the Work wherever performed and (c) the opportunity to observe tests as set forth in the Specifications or any test plan submitted to Company. Contractor shall provide at its own expense, and shall cause its Subcontractors to provide at their own or Contractor's expense, the equipment, facilities and personnel necessary for the performance of the tests specified in the approved test plan or Contract Documents, and shall provide prior notice of tests and test reports to the extent required by the Specifications or elsewhere in the Contract Documents. Unless a different notice period is provided or the approved test plan for the Work, Contractor shall provide Company at least three-weeks prior notice of any testing so that Company can determine and schedule its resources for any needed involvement in or witness of such tests.

18.3 Inspection of Facilities and Records of Removed Material. At any time during Contractor's performance of this Contract, Company shall have the right to inspect Contractor's and any of Subcontractor's facilities, including any preapproved disposal facilities designated, and to review and obtain copies of all documentation relevant to the Contractor's Work hereunder. Such documentation shall include without limitation manifests, trip logs, laboratory analyses, storage logs, personnel training records, permits and certificates of disposal, treatment or recycling as may be needed to verify proper performance of Work.

19. Audit

19.1 Contractor and all Subcontractors shall, for at least four (4) years thereafter, keep and maintain complete and accurate time and other records or accounts of Contractor, its affiliates and

Subcontractors as are necessary to verify and support any and all charges billed to Company associated with this Contract. This includes verification that any and all material, services, labor and other expenses incurred under this Contract have been paid; provided, however, this provision shall not entitle Company to audit fixed prices or fixed rates, but shall entitle Company to verify time and proper application of unit rates. All books and records shall be maintained in accordance with generally accepted accounting principles. Such books and records shall be made available at Contractor's facility in the United States for verification, copying, audit and inspection by Company or its representatives, including Company-authorized third-party auditors. Any such audit shall be at Company's expense and conducted during Contractor's normal working hours; provided, however, that Contractor shall provide reasonable assistance necessary to enable Company to conduct such audit, and shall not be entitled to charge Company for any such assistance. Amounts incorrectly or inappropriately invoiced to Company, whether discovered prior to or subsequent to payment by Company, shall be adjusted or reimbursed to Company by Contractor within five (5) days of notification by Company to Contractor of the error in the invoice. Contractor shall include the necessary provisions in its agreements with Subcontractors that shall assure access by Company's employees and representatives to applicable records of Subcontractors.

19.2 Contractor represents and warrants that all financial settlements, billings, and reports rendered to Company or its representatives shall reflect properly the facts about all activities and transactions handled for the account of Company, which data may be relied upon as being complete and accurate in any further recordings or reporting made by Company or its representatives for whatever purpose. Contractor shall notify Company promptly upon discovery of any instance where Contractor fails to comply with the foregoing. If Contractor discovers or is advised of any errors or exceptions related to its invoicing for Work, Contractor and Company shall together review the nature of the errors or exceptions, and Contractor will, if appropriate, promptly adjust the relevant invoice and refund overpayments.

20. Environmental Requirements

20.1 Contractor and its Subcontractors shall, in performing Work, have the responsibility and liability for the proper management of Hazardous Substances and waste in accordance with all Law and Applicable Environmental Laws and in accordance with any permit required for, or relating to, the Work to be performed. In particular, Contractor and its Subcontractors shall:

20.1(a) implement procedures to minimize the generation of Hazardous Substances and waste. Contractor shall not commingle material to result in the generation of Hazardous Substances. These procedures shall include, at a minimum, process substitution, materials recovery, and continued product use. When possible, Contractor shall select less-toxic alternatives to minimize Hazardous Substance generation;

20.1(b) consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize Hazardous-Substance waste and allow use of the remaining product;

20.1(c) ensure that any empty containers to be discarded are deemed "empty" in accordance with 40 C.F.R. § 261.7 or applicable state regulations;

20.1(d) not commingle waste generated by Contractor or Subcontractors with any waste generated by Company or others without prior written permission from Company. Contractor shall be solely responsible for any liabilities associated with comingling of existing Site material with materials brought to the Site by Contractor or its Subcontractors which thereby generates Hazardous Substances;

20.1(e) segregate Hazardous Substances from non-Hazardous Substances at all times;

20.1(f) either return to the supplier for credit, or transfer to Contractor's storage facility or next job site for use, any unused and still-usable materials belonging to Contractor; and

20.1(g) control waste and Hazardous Substance generation activities, to the extent possible, to fall within the conditionally exempt small-quantity or small-quantity-generator regulations under the Resource Conservation and Recovery Act, as amended, and its regulations and any applicable state regulations.

Contractor and its Subcontractors shall also ensure that all waste and Hazardous Substances are handled in compliance with any Exhibits relating to the management of such materials that are made a part of this Contract. At a minimum, all packages and containers shall comply with all Laws that apply to the safety, packaging, storage, or transportation of such containers, and Contractor warrants that any containers supplied by Contractor to Company are in compliance with Laws.

20.2 Contractor represents and warrants that it and its Subcontractors are and will remain in compliance with all Applicable Environmental Laws, have not been placed on notice of, or received any request for information, demand, or complaint concerning any violation of any Applicable Environmental Laws, are not now subject to any consent decree, compliance order, or enforcement order pertaining to any Applicable Environmental Laws, and have never been cited, convicted, fined or the subject of any administrative or criminal proceeding in connection with the handling, removal, storage, transportation, treatment, or disposal of any Hazardous Substance. In addition, the Contractor will provide Company a copy, within five (5) days of receipt by Contractor, of any notices of violations or administrative complaints issued by any federal, state, or local agency relating to (i) Work performed under this Agreement or (ii) any waste processing or recycling facilities owned and/or operated by the Contractor or its affiliated companies.

20.3 Contractor represents and warrants that it and all of its Subcontractors have all licenses, permits, certifications and approvals from all appropriate federal, state and local authorities and governmental entities necessary to comply with all Law and Applicable Environmental Laws requirements for their activities and operations under this Contract.

20.4 Contractor represents and warrants that its employees and the employees of all Subcontractors are properly trained in those federal, state and local environmental regulations and Laws that are relevant or applicable to the Work to be performed and are qualified and Competent to undertake the Work accepted or initiated by Contractor.

20.5 Contractor represents and warrants that it will provide its employees and its Subcontractors' employees with any special information or training necessary for the successful completion of the Work under this Contract, and further warrants that, if Hazardous Substances will be generated,

handled, removed, stored, transported, treated or disposed of as part of the Work, that it will use only employees and Subcontractors' employees who are fully trained in the proper handling of Hazardous Substances. Contractor shall use a manifest system that meets all requirements under Laws and Site rules including without limitation the timely return of all manifests to the Contract Manager. On behalf of itself and Company, Contractor shall make all notifications and certifications required by Law as a result of Contractor's transportation of Site materials.

20.6 Contractor represents and warrants that it will disclose to its employees and to its Subcontractors' employees the identity and nature of any Hazardous Substance to be encountered or handled by such employees during the course of the Work.

20.7 Contractor represents and warrants that it and its Subcontractors will comply with the Occupational Safety and Health Administrator's Hazard Communication Standard, 29 C.F.R. § 1910.1200 regarding Material Safety Data Sheets ("MSDS"), and 29 C.F.R. § 1926 regarding safety and health regulations for construction.

20.8 At least two weeks prior to transporting any chemical onto a Site, Contractor shall provide Company with a MSDS for each such chemical. Contractor shall not bring any chemical onto a Site that has been prohibited by Company.

20.9 Contractor acknowledges that it has been made aware of the possibility that Work may involve, without limitation, the handling, storage, disposal, transportation, removal, or treatment of items or material such as, but not limited to, oil-filled equipment, fluorescent and other light bulbs or lamps, ballasts, battery cases, batteries, and containers of used oil. Some or all of such materials or items may constitute or contain Hazardous Substances. Certain of the materials or items may contain polychlorinated biphenyls (PCBs). If Work involves such items or materials, Contractor represents and warrants that it will communicate such information to its and Subcontractors' employees, that its and its Subcontractors' employees are trained, qualified and Competent to handle properly such Hazardous Substances, that Contractor's and Subcontractors' employees are properly licensed to handle such Hazardous Substances, and that Contractor and Subcontractors are knowledgeable and fully capable of properly handling, storing, disposing of, transporting, removing or treating such Hazardous Substances in compliance with Applicable Environmental Laws.

20.10 Contractor responsibility to develop Hazardous Substance profiles for Site materials to be disposed, treated, recycled, or salvaged off the site.

20.11 Contractor shall not dispose, recycle, or sell Site materials except as authorized by Company and in accordance with Laws.

21. Asbestos Handling or Removal

21.1 If Contractor or a Subcontractor encounters asbestos or other Hazardous Substance that was not known to exist while performing Work, Contractor shall notify Company immediately. In no event shall such material be handled or removed by Contractor or a Subcontractor except with the prior written approval of Company.

21.2 Within thirty (30) days of the completion of any Work that includes asbestos removal, Contractor shall deliver to Company a report of any and all analyses of air samples taken by Contractor to determine the concentrations of airborne asbestos fibers in or near the work area, including those samples taken to determine background concentrations. This report shall include the volume of air and length of time of each sample, the date and time of the sample, whether the sample was a personal or area sample, the duties of the asbestos worker if the sample was a personal sample, the location of the sample if it was an area sample, the name of the person who performed the air sampling, the name of the laboratory that performed the analysis of the sample, and the results of the analysis in fibers per cubic centimeter.

22. Subcontracting

Contractor shall not employ Subcontractors to perform any of the Work at the Site without first procuring the written consent of Company and requiring the Subcontractor to produce evidence of insurance coverage. No approval shall relieve Contractor of any of its obligations under this Contract. Contractor shall be responsible to Company for Work performed by all of its Subcontractors to the same extent it is for activities performed by Contractor's employees. Contractor shall remain liable for all acts, errors, omissions and negligence of all Subcontractors. Contractor shall ensure that all of its agreements with its Subcontractors contain provisions which are in conformity with and no less stringent than the provisions of this Contract between Company and Contractor. Any person or other entity not approved as a Subcontractor and used by Contractor to perform Work hereunder shall be deemed a Subcontractor only for the purposes of Contractor's obligations and covenants under this Contract. Contractor further hereby agrees to provide maximum practicable opportunity to small and small disadvantaged businesses (as such businesses are defined by the Small Business Administration or by the Federal Acquisition Regulations), for participation in any subcontracts that are to be let by Contractor in the performance of its obligations under this Contract. Lists of all Subcontractors including expenditures with those Subcontractors that qualify as such small or small disadvantaged businesses shall be supplied to Company by Contractor on a timely basis.

23. Assignment

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, and any such assignment without such consent shall be null and void; provided that no prior consent shall be necessary for an assignment by or on behalf of any Affiliate or Listed Co-owner incident to a change in the ownership of its plant or substantially all of its assets or for an assignment to any Affiliate. No assignment of this Contract, even if consented to by Company, respectively, shall relieve Contractor of its responsibilities under this Contract to Company, Affiliates, or Listed Co-owners. Any assignee of Contractor shall meet all the requirements as a condition precedent to the assignment.

24. Care, Custody, Control, and Security of Site.

24.1 Contractor shall take care, custody, and control of the Company-designated portion of Company's Site on which Contractor will perform Work under this Contract at the time of Contractor's entry onto the Site at Company's direction for purposes of mobilization, and such care, custody, and control shall revert to Company upon Final Acceptance.

24.2 Contractor shall work to prevent unauthorized access to the jobsite by any vehicle or personnel. When not in use, all doors and gates shall be locked and secured. Company will provide a list of third parties and scope for which access is required by others.

24.3 Contractor will provide ALL security requirements during construction/demolition, except that any explosions or implosions that the Contract Documents expressly require shall be subject to Company's security arrangements.

25. Handling Company-Furnished Material and Equipment

25.1 Contractor, upon delivery to it or acquisition by it of any equipment, goods or other property owned or supplied by Company or in which Company has an interest to facilitate Contractor's performance of Work and to be returned to Company ("Company Equipment"), assumes the risk of and shall be responsible for any loss thereof or damage thereto at full-replacement cost until returned to Company, except to the extent Company is compensated for such property loss by the proceeds of any property insurance (excluding any deductibles or self-insurance retention). Upon completion of the Work provided by Contractor pursuant to this Contract, Contractor shall return any such property to Company in the condition in which it was received by Contractor except for reasonable wear and tear and except to the extent such property has been reasonably consumed or modified in performance of Work pursuant to this Contract.

25.2 Unless provided otherwise in this Contract, all Work requiring loading, unloading, hauling, handling, storing, caring for, reloading, securing and rehauling of all Company Equipment as required to transport all Company Equipment from the point of delivery (Company or third-party storage points, freight cars, truck trailers or staging areas, whether at Company's facility or Contractor's facility) to the place of use, installation, repair or modification shall be performed by Contractor at its expense. Contractor shall also pay on its own account any demurrage or damage charges imposed on Company by carriers that arise from Contractor's action or inaction. Contractor shall report to Company, in writing, within twenty-four (24) hours after receipt, any shortage in or damage to Company Equipment. Contractor shall maintain accurate records of all Company Equipment on hand, and of the disposition and use of Company Equipment.

25.3 Circumstances may arise in which Contractor requests Company to make available to Contractor certain Company Equipment or facilities for the performance of Contractor's Work that did not address the provision of such Company Equipment or facilities. If Company agrees to such request, the Company Equipment or facilities will be charged to Contractor at rental rates agreed to by Company and set forth in a Change Order issued.

25.4 Contractor shall be solely responsible for assuring itself of the safety and suitability of any tools or equipment supplied or loaned by Company before use of the tool or equipment and shall return such equipment to Company in the condition in which it was received by Contractor, except for reasonable wear and tear. Any tools or equipment that are furnished, supplied or loaned by Company to Contractor are on an **AS-IS, WHERE-IS** basis, and are loaned and without any warranty or representation that they are adequate or appropriate for the safe and efficient performance by Contractor or Subcontractors. No warranty or representation is made as to their condition or fitness for any purpose. Contractor hereby holds Company, Affiliates, Listed Co-owners, and their officers, agents, and employees harmless against any damages or claims that may arise from such use by Contractor or any of Contractor's Subcontractors. Contractor shall inspect such equipment before Contractor's or Subcontractors' use. Upon its return to Company, Company may inspect such tools or equipment to establish their condition and substantiate whether or not any part of the tools or equipment used by Contractor or its Subcontractors have been over-stressed or damaged in any way as a result of such use. The cost of repairs or replacement to correct such over-stress or damage resulting from such use shall be at Contractor's expense.

25.5 For the avoidance of doubt, nothing in this Article is intended to address tools, materials, equipment, or facilities that Contractor is expressly required to demolish and/or remove as part of Work under this Contract.

26. Time and Order of Completion, Expediting

26.1 Contractor agrees that Work shall be performed and carried on at such points and times as may be required to meet the schedule as outlined in this Contract. Contractor shall also prepare and submit to Company prior to commencement of Work a detailed schedule consistent with the general schedule requirements of this Contract. Schedule requirements are understood to constitute material terms of this Contract. For purposes of Contractor's compliance with the schedule, time is of the essence of this Contract, and Contractor acknowledges that Company relies upon Contractor's timely performance in accordance with the schedule.

26.2 Contractor's Work shall be undertaken in full cooperation with Company and with the least-possible interference with the continuity and efficiency of other activities being conducted at the Site(s).

26.3 In the event of any event causing an actual delay in Contractor's performance, Contractor shall immediately give Company notice in writing of such delay, including a description of the source or cause of the delay and whether, in Contractor's opinion, such delay is excused under the provisions of this Contract. Contractor shall prepare a recovery plan which shall be subject to Company's approval. Said recovery plan shall identify the specific actions that Contractor intends to take or to cause its Subcontractors to take to overcome the delay (or to mitigate the delay if it is not possible to overcome the delay), and the dates by which such actions will be accomplished. If Contractor or the applicable Subcontractor fails to implement the approved recovery plan, or in the case that Contractor and Company do not agree on a recovery plan if Contractor fails to take such reasonable steps that Company determines are necessary to recover (or mitigate) the delay, Company may direct Contractor to accelerate its Work by supplying additional labor, including, but not limited to, overtime or additional shifts, supervision and

equipment as Company may reasonably require in order to recover and maintain the schedule set forth in the Contract Documents (or mitigate the delay if it is not possible to recover and maintain the schedule). Whenever such delay is not excused by the provisions of this Contract, all costs incurred by Contractor to implement or cause its Subcontractors to implement its recovery plans or to accelerate its Work shall be to the account of Contractor. If Contractor (a) fails to submit a recovery (or mitigation) plan, (b) fails to implement an approved recovery (or mitigation) plan, or (c) fails to accelerate its Work as directed by Company, then Company may terminate this Contract for default.

26.4 Unless otherwise provided, all references in this Contract issued pursuant hereto to days shall mean calendar days, and the time within which acts are to be done shall be computed by excluding the first and including the last day. If the last day is Sunday or a legal holiday, the act shall be completed on the next business day.

27. Delays

27.1 Contractor warrants its expertise in maintaining schedules for assigned Work and will recognize events likely to cause delay. In the event of an occurrence which is likely to cause a delay in the schedule, whether or not due to an act or proposed act of Company or by Force Majeure, Contractor shall give Company prompt written notice of such likelihood and shall submit any claims for schedule extension. Contractor shall continue to keep Company advised during the continuance of the delay and shall furnish current estimates of the expected length of the delay and its effect upon the Work. In addition, Contractor shall provide Company with schedule and project execution updates.

27.2 In the event of a delay that is excused due to Force Majeure, Company will execute a Change Order granting an extension of time for completion equal to the time lost by reason of the delay, , but any such event shall not be a basis for any Contractor claim for compensation in excess of the fixed prices or compensation limits contained herein and shall not operate to release Contractor from any obligations, other than schedules, under this Contract.

27.3 In the event of any Company-caused delay, other than Suspension, Company will issue a Change Order granting an extension of time for completion equal to the time lost by reason of the delay and a price increase reflecting actual, direct costs necessarily incurred by Contractor in excess of any fixed prices or compensation limits contained in this Contract solely as a result of Company-caused delay.

28. Force Majeure

28.1 “Force Majeure” means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including, but not limited to, acts of God, acts of the public enemy, riot, civil commotion, expropriation or condemnation of facilities or Sites, changes in applicable Law, floods, droughts, fires, explosions, sabotage, terrorism, war, police or hostile action, criminal behavior, or other catastrophes, accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the Work, failure or refusal by any regulatory or other

agency to act upon or grant permits, or licenses, or breakdown of equipment needed to perform the Work where not caused by failure of the Contractor or its Subcontractors to implement proper maintenance or replacement practices. Inability to pay moneys or financial hardship shall not, however, constitute events of Force Majeure except in cases where banking systems or required methods for transmission of payment have also been delayed by Force Majeure. Failure of performance or delay by Contractor's Subcontractors shall not be claimed by Contractor as a Force Majeure event, unless the Subcontractor's failure or delay was caused by events beyond the Subcontractor's reasonable control and not as a result of its negligent acts or omissions. For the avoidance of doubt, labor shortages are not in and of themselves a Force Majeure event unless they are directly the result of an event that is a Force Majeure event upon or reasonably near the Site.

28.2 No delay or failure in performance by Company or Contractor shall constitute default if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure event substantially frustrates performance of the Work or the purpose for the Work, Force Majeure shall not operate to excuse, but only to delay performance of Work. If Work is delayed by reason of Force Majeure, Contractor shall promptly notify Company. Contractor shall at its own expense do all things reasonably possible to mitigate or remove the effect of the Force Majeure event, and shall resume performance of the Work as soon as possible. In no event shall Company be liable to Contractor and Contractor shall hold Company harmless for Contractor's, Subcontractors', and their employees' damages, anticipated profits, or other sums or payments occasioned by the Force Majeure event.

29. Termination Due to Contractor's Fault

29.1 If any or all Work to be performed is abandoned by Contractor; or if Contractor becomes bankrupt or otherwise insolvent or makes an assignment for the benefit of its creditors, or fails to meet its payroll or other current obligations, allows any liens to attach to Company's property under any applicable laws, or assigns the Contract or any part thereof without the written consent of Company; or if Company, in its sole discretion, determines that the schedule of Work is not being maintained or that Contractor is violating any of the conditions or provisions of this Contract, in whole or in part; or if Company, in its sole discretion, determines that Contractor is refusing or failing to perform properly any Work or that Contractor is performing Work in bad faith or not in accordance with the terms thereof; or if Company, in its sole discretion, determines that Contractor is failing to provide the labor, supervision, tools, equipment or materials necessary for the prompt performance of Work or failing to use due diligence in the performance thereof, Company may, without notice to Contractor's sureties and without prejudice to or limiting other remedies as may be available to Company, terminate Contractor's right to proceed with all or any portion of such Work by issuance of a written termination notice to Contractor. In addition, if reasonable grounds for insecurity arise with respect to Contractor's ability to perform its material obligations hereunder for reasons not excused, Force Majeure, Company may in writing demand an adequate assurance of performance from Contractor. If Contractor fails to provide a commercially reasonable assurance of due performance within thirty (30) calendar days of such demand, Company may terminate this Contract for default. The failure of Company to make such demands shall not relieve the Contractor of its obligation to perform the Work in accordance with the quality and rate of progress required

by this Contract. If Company terminates this Contract only in part, Contractor shall continue performance of the Contract to the extent not terminated.

29.2 Upon termination, Company shall not be required to make any additional payments to Contractor for Work performed by Contractor prior to termination unless and until Company's direct damages resulting from Contractor's default have been calculated and set-off against any amounts owing to Contractor for Work properly performed prior to termination. Further, upon termination, in addition to any other rights and remedies to which Company may be entitled under this Contract, Company shall have the right to complete the Work, the term "complete" to include repairing, remediating, removing or correcting any non-conforming or unsatisfactory Work, or to employ another contractor or other subcontractors to so do, and Company shall have the right to take possession of and use any of the materials, tools, equipment, supplies and other property then in use by Contractor for such Work or present on the Site. Company shall return tools and equipment owned or leased by Contractor to Contractor upon completion of the job in as-good condition as when taken over by Company, ordinary wear and tear excepted. Should Company take over completion of the Work or obtain another contractor or subcontractors to so do, Company's sole obligation shall be to pay Contractor, upon completion of the Work and subject to other provisions of this Contract that may reduce or suspend payment, (a) for lump-sum or price-fixed Work, the lesser of either (i) the payment milestones that Contractor can show were completed prior to the effective date of termination plus the percentage of any lump-sum or fixed-price payment milestones that represents the percentage of conforming Work for the partial completion of payment milestones that Contractor can show were satisfactorily completed by Contractor prior to the effective date of Company's termination notice to Contractor, less any amounts previously paid or (ii) the total Contract Price less all costs and expenses incurred by Company in completing the Work and less any amounts previously paid; and (b) for any non lump-sum, non fixed-price Work authorized by Change Order that was not intended to be compensated by the fixed payment milestones, an amount determined by the compensation provisions contained in this Contract for satisfactory and conforming Work performed and obligations incurred prior to the effective date of Company's termination notice to Contractor, less any amounts previously paid and less any costs or expenses incurred by Company to repair, remediate, remove or correct unsatisfactory or non-conforming Work. Notwithstanding anything to the contrary herein, in the case of lump-sum or fixed-price Work, if the costs and expenses incurred by Company in completing the Work when subtracted from (a)(ii) above as provided herein, or in the case of any non lump-sum, non fixed-price Work added via Change Order if the costs and expenses incurred by Company to repair, remediate, remove or correct unsatisfactory or non-conforming Work when subtracted from (b) above as provided herein, results in a negative sum, Contractor and its sureties, if any, shall be liable for and shall, upon notice from Company, promptly pay to Company the amount of such negative sum. Company shall not be required to obtain proposals for completing such Work, but may make such expenditures as in Company's sole judgment will best accomplish such reasonable and timely completion.

29.3 Upon receipt of any such written termination notice, Contractor shall, at its expense, for that Work affected by any such termination:

29.3(a) Assist Company in making an inventory of all materials and equipment in storage at the Site, in route to the Site, in storage or manufacture away from the Site, and on order from suppliers;

29.3(b) Assign to Company subcontracts, supply contracts and equipment rental agreements for the Work all as designated by Company; and

29.3(c) Remove from the Site all construction materials and equipment listed in said inventory other than such construction materials and equipment that are designated in writing by Company to be used in completing such Work.

29.4 Company's sole liability to Contractor for termination or for assumption of Work is contained in this Article and Company shall not be liable for any costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including, without limitation, consequential, incidental, special or indirect damages, loss of anticipated profit or reimbursement for Work unperformed. Should Company terminate this Contract, and it is subsequently determined through a dispute resolution process that Company lacked the right to do so, or that such termination was wrongful, such termination shall be deemed to have been for Company's convenience.

30. Deductions

Company or Listed Co-owners shall have the right to deduct any loss, damage, liability, debt or claim, liquidated or otherwise, which Company or Listed Co-owners may have against Contractor from the payment or amount owing to Contractor under this Contract, any other contract between Company or Listed Co-owners and Contractor, any other contract or agreement between or among Company or an Affiliate (individually or in combination) and Contractor, and any agreement between or among or an Affiliate (individually or in combination) and Contractor.

31. Protection Against Claims and Bonding

31.1 This Contract shall not be binding against Company until Company has received such collateral security of Contractor's obligations as may be required by the terms of this Contract in forms satisfactory to Company.

31.2 Contractor shall pay and completely satisfy all claims for labor, equipment, rentals and material employed or used by it in connection with any or all of the Work performed hereunder when those claims become due and payable. Contractor shall ensure that no liens of any kind are fixed upon or against the property of Company by Contractor's employees, Subcontractors or Subcontractor employees. To the fullest extent permitted by law, Contractor hereby indemnifies and holds harmless Company, Affiliates, and Listed Co-owner and agrees to defend same against any claims or rights of lien or security interests upon Company's property or the Work as a result of the furnishing of labor, material or equipment under the terms of this Contract.

31.3 Contractor shall, if required by Company, at time of delivery of any aspect of the Work or at such time as any payment under this Contract is due to be made, furnish Company with a verified certificate (or any similar document reasonably requested) showing names of Contractor's Subcontractors, materialmen and suppliers hereunder, the Work done or to be done by and the amount payable to each, and

furnish waivers or other evidence acceptable to Company that said Subcontractors, materialmen and suppliers have been paid in full or in sufficient amount to justify the payment that is otherwise due. Should Contractor fail to supply such certificate or waivers or other evidence, or if, at any time, Company should determine that Company or any of its property might become liable for any claim or subject to any lien that is chargeable to Contractor, Company may retain out of any payment then due Contractor under this Contract or any other contract between Company and Contractor or any such payment thereafter to become due, an amount sufficient to completely indemnify Company against such claims and liens, including all of Company's costs associated therewith. Company may retain the amount withheld until Contractor delivers to Company a complete release of the claims and liens that is satisfactory to Company.

31.4 Company may discharge or remove any claims or liens by bonding, payment or otherwise, all of which are chargeable to Contractor together with all attorneys' fees and costs, and Company may deduct the amount of those claims and liens, attorneys' fees and costs.

31.7 Contractor shall provide to Company, prior to Contractor's mobilization on the applicable Site, a letter of credit to be issued by a qualified and reputable financial institution, approved in advance by Company (with approval not to be unreasonably withheld) in an initial amount specified in the Contract Price as partial security against an uncured default by Contractor. Company and Contractor may agree that the letter of credit shall be reduced in accordance with an agreed schedule. For clarification, the letter of credit shall not be deemed to be a limitation on Company's recoverable damages for which Contractor (and its parent guarantor, if applicable) will remain responsible. Contractor may, at its option and with reasonable notice to Company, substitute the aforesaid letter of credit with cash retention by Company, such retention to be increased, released and otherwise treated in the same manner as described in this Contract for the letter of credit.

32. Site Conditions

32.1 Contractor shall have the sole responsibility prior to the execution of this Contract, of reviewing Site documentation made available by Company and personally conducting a Site inspection, including its own independent thorough pre-demolition asbestos surveys and other surveys of existing Site material, to determine the nature and location of Work and the general and local conditions at the Site, and particularly, but without limitation, with respect to the following conditions: those conditions affecting safety, transportation, access, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads and waterways; climate conditions (including average rainfall), tides and seasons; river hydrology and river stages, physical conditions at the Site and the project area as a whole, including topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other matters that can in any way affect performance of the Work, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition that could have been discovered in a reasonable Site inspection will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Work. Contractor is responsible for all quantity estimates of existing Site materials prior to the execution of this Contract. Contractor' scope of Work under this Contract will be deemed to include a strict obligation of Contractor to investigate fully the Site to discover and take

precautions against any conditions involving risks of personal injury. Contractor's execution of this Contract shall constitute a representation and warranty that it and its personnel supplied hereunder are experienced in the performance of the Work, and are aware of the types of personal injuries to which its personnel may be exposed.

32.2 Information provided by or on behalf of Company to Contractor for the performance of the Work is not intentionally deceptive, but may contain inadvertent inaccuracies or omissions. Accordingly, information that may have been provided by or on behalf of Company to Contractor for the performance of the Work prior to execution of this Contract shall in no way relieve Contractor of its responsibilities under this Contract. Contractor further states that the price and the schedule applicable will be based on Contractor's independent investigations and knowledge and are not based on any representation of Company. Contractor assumes the quantity and characteristic risk for all existing Site material. Upon request by Contractor, Company will allow reasonable time and access, as determined by Company, for Contractor to perform any Site inspections or surveys in support of this requirement.

32.3 Contractor shall promptly, and before such conditions are disturbed, notify Company in writing of latent and unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and differing from those indicated during Contractor's investigations. Company will, as promptly as practicable, investigate such conditions. If it is determined by Company that such conditions do materially differ from conditions that should have been discovered in responsible investigations conducted by Contractor, and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of any Work under this Contract, whether or not said Work is changed as a result of such conditions, a Change Order will be issued reflecting the necessary schedule extension or the increase over any fixed price or cost limitation that is contained in this Contract which increase shall be solely for actual, direct costs incurred by Contractor due to the unforeseeable Site condition. No claim of Contractor under this Article will be allowed unless Contractor has given the required written notice and unless Contractor submits a written claim.

33. Use of Site

33.1 All materials and equipment shall be brought into the Site by making use of such roadways and drives as designated by Company or across the grounds along routes established by Company. No track equipment shall be operated or offloaded on any asphalt/blacktop/concrete roadway.

33.2 At all times construction areas shall present a neat, orderly, and workmanlike appearance.

33.3 Any streets, roadways, sidewalks, ground, plantings, trees or other property that may be damaged as a result of the Work shall be properly repaired or duly replaced in a timely manner by Contractor to the full satisfaction of Company.

33.4 Contractor shall protect public roads and bridges that may be damaged by, interfered with, or given undue wear by reason of the Work done under this Agreement, and shall repair or replace them if damaged at its own expense, to the satisfaction of the governmental authorities or the owners thereof.

33.5 In the event the Work involves construction under or about public roads or railroads, Contractor shall make suitable arrangements with governmental authorities and railroads to the end that the public using the highways and the movement of trains shall be safeguarded from accident and delay.

33.6 Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment so required for the performance of this Contract. If storage facilities and methods of storage are not described in the applicable Specifications, the location of storage must be approved by the Contract Manager.

33.7 The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained, specifically including without limitation items of geological and archaeological significance, in the excavation or other operations of Contractor or any of its Subcontractors and the right to use said items in carrying out this Contract or to dispose of same is hereby expressly reserved by Company. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title or interest in said materials nor shall they assert or make any claim thereto.

33.8 Contractor's applicable Project Manager, or another manager designated by Contractor and approved by Company, shall give his or her personal attention constantly to the faithful and safe prosecution of the Work, and shall be present on the Site of the Work continually during its progress.

33.9 Contractor shall provide any electrical power required to perform the Work.

34. Testing

34.1 Unless otherwise provided in the applicable Specifications, testing of materials or any aspect of the Work shall be performed by Contractor at its expense and in accordance with the Specifications. Should tests in addition to those required by the Specifications, if any, be desired, Contractor will be advised in ample time to permit such testing. Such additional tests will be at Company's expense. If Contractor covers, removes, disturbs, or disposes of all or any portion of the Work prior to any test required by the Specifications, the cost of any necessary uncovering, replacing, restoration, and recovery (including transportation and packaging if applicable) shall be borne by Contractor.

34..2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests required by the Specifications to be performed on materials or Work in place including reasonable stoppage of Work during testing.

35. Contractor's Work Area

All of Contractor's work areas on the Site will be assigned by the applicable Contract Manager. Contractor shall confine its, and its Subcontractors' operations, office, shops, storage, assembly and equipment and vehicle parking to the areas so-assigned.

36. Contractor's Equipment

If requested, Contractor shall, at the time any equipment owned by Contractor or a Subcontractor is moved on-Site, present to the applicable Contract Manager an itemized list of all such equipment and tools, including but not limited to power tools, welding machines, pumps and compressors. Said list must include description and quantity and serial numbers where applicable. Prior to removal of any or all equipment, Contractor shall clear such removal through the Contract Manager. No equipment or tools can be removed from the job site without proper clearance by Company. Contractor shall not remove tools or equipment from the Site before the Work is finally accepted without Contract Manager's written approval. Such approval shall not be unreasonably withheld.

37. Illumination

When any Work is performed at night, or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods, the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a good-and-safe, workman-like manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

38. Cleaning Up

Contractor shall at all times keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, and in a timely manner, satisfactorily dispose of rubbish or unused materials, and other equipment and materials belonging to it or used in the performance of the Work; and Contractor shall leave the premises in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Company at Contractor's expense. If Work is to be performed on or in abandoned buildings or buildings that are scheduled to be demolished, Contractor acknowledges that the removal and disposal of bird excrement and feces poses significant health dangers to Contractor's employees and others in the area to be cleaned. Contractor also acknowledges that, with respect to the foregoing Work, the removed bird excrement and feces must be disposed of properly according to applicable Law concerning the protection of public health and the environment. No burning of debris at the Work Site shall be allowed.

39. Nonwaiver and Nonadmission

The failure of Company, Affiliates, or Listed Co-owners to insist upon or enforce, in any instance, strict performance by Contractor of any of the terms of this Contract or to exercise any rights herein or therein conferred shall not be construed as a waiver or relinquishment to any extent of its rights

to assert or rely upon any such terms or rights on any future occasion. This Contract shall not be construed as waivers of any rights of Company, Affiliates, or Listed Co-owners relating to or arising in connection with defects in goods or services previously provided to Company by Contractor or any of its predecessors.

40. Governing Law

To the extent allowed by Law, the validity, interpretation and construction of this Contract shall be governed in accordance with the Laws of the State of Arkansas without reference to that state's principles of conflicts of law.

41. Conflict of Interest

Contractor represents that there is no conflict of interest between its performance of this Contract and its employment by others. In the event Contractor believes that there is presently any such conflict, or such conflict arises during the performance of the Work pursuant to this Contract any extension thereof, it shall advise Company immediately and take all necessary action as may be required by Company to reduce or eliminate the conflict of interest.

42. Taxes

42.1 Company shall be responsible for all applicable sales, use, gross receipts and similar taxes levied on items sold pursuant to this Contract, provided, however, Contactor shall invoice, collect and remit any applicable sales, use, gross receipts and similar taxes to the proper taxing jurisdiction. Company shall not be responsible for Contractor Taxes, and Company shall not be responsible for any sales, use, gross receipts or similar taxes for which Company, in its sole discretion, asserts any available exemption or exclusion from such taxes. Contractor shall cooperate with Company to diligently prosecute any exemption or exclusion (including, if applicable, a request for refund) asserted by Company, in Company's sole discretion, from any sales, use, gross receipts or similar taxes on any item furnished in connection with the Work.

42.3 Contactor shall bill and collect Arkansas Gross Receipts Taxes applicable to transactions directly between Contractor and Company performed under this Contract as a separate line item on the invoice. If Contractor fails to bill and collect Arkansas Gross Receipts Taxes from Company as a separate line item on the invoice for the Work, Company shall be relieved of any obligation to reimburse Contractor for such Arkansas Gross Receipts Taxes.

42.4 Other than for lump sum fixed price Work, Contractor shall separately state the price of materials and labor on its invoice. Failure by Contractor to separately itemize its invoices pursuant to the preceding sentence shall be sufficient reason for rejection and non-payment of the invoice by User until Contactor corrects such invoice.

42.5 Contractor shall develop procedures and make reasonable efforts to minimize the applicable sales, use, gross receipts and similar tax burden on Contractor's purchases of equipment, materials and services under this Contract, including, if applicable, the purchase of any equipment,

materials and services exempt from sales, use, gross receipts and similar taxes via presentation of a resale exemption certificate or other applicable documentation to Contractor's vendors and Subcontractors.

42.6 Contractor acknowledges that Contractor Taxes generally arise in transactions between Contractor and its subcontractors and/or vendors. Contractor shall be solely responsible for all collection, payment and filings to the appropriate tax authorities for Contractor Taxes. Contractor Taxes shall not be charged to Company, but will be included in the compensation paid to Contractor pursuant to this Agreement (i.e., Contractor Taxes are an overhead item of Contractor).

42.7 Contractor will indemnify, defend and hold the Company, Affiliates, and Listed Co-owners harmless from taxes, penalties or interest for Contractor Taxes.

42.8 Prior to payment of any subsequently assessed sales, use, gross receipts or similar taxes, including any related interest or penalties, for which Contractor is entitled to reimbursement pursuant to this Article, Contractor shall give Company written notice of any proposed or actual adjustment or assessment of any such taxes imposed on Contractor arising out of this Contract, within such time as will allow Company a reasonable period in which to evaluate and timely respond to the underlying adjustment or assessment of such taxes without being prejudiced thereby. If Contractor fails to provide Company with the written notice contemplated by this Section 52.8 in time to allow Company to challenge such taxes without being prejudiced thereby, Company shall be relieved of its obligation to reimburse Contractor for such taxes. For the avoidance of doubt, under the previous sentence Company shall not be responsible to pay or reimburse Contractor for penalties or charges of any kind, or interest on taxes subsequently assessed on Contractor and billed after an audit or inquiry by taxing authorities or otherwise.

43. Announcements and Press Releases

Neither Contractor nor its Subcontractors shall (1) make any announcement or release any information concerning Company, Affiliates, Listed Co-owners, this Contract, or any part thereof to any member of the public, press or any official body, or (2) use any trademarks or servicemarks of Company, Affiliates, or Listed Co-owners without Company's prior written consent.

44. Consequential Damages

NEITHER CONTRACTOR (INCLUDING ITS SUBCONTRACTORS), ON THE ONE HAND, NOR COMPANY, AFFILIATES, OR LISTED CO-OWNERS ON THE OTHER HAND, SHALL BE LIABLE TO THE OTHER, AND EACH PARTY RELEASES THE OTHER, WHETHER SUCH LIABILITY ARISES OUT OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OR FORM OF ACTION WHATSOEVER, FOR CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGE, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, UNABSORBED SHOP OVERHEAD, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF CAPITAL, LOSS OF USE OR INCREASED EXPENSE OF USE OF EQUIPMENT OR PLANT, LOSS OF POWER OR

PRODUCTION, COST OF PURCHASED OR REPLACEMENT POWER OR PRODUCTION, OR CLAIMS OF CUSTOMERS FOR LOSS OF POWER OR PRODUCTION. HOWEVER, NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO RELIEVE CONTRACTOR OF ITS EXPRESS OBLIGATIONS: WARRANTY, RELEASE AND INDEMNITY, INFRINGEMENT INDEMNIFICATION, CONTRACTOR'S BREACHES OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR FOR ANY LIQUIDATED DAMAGES SET FORTH IN THE CONTRACT DOCUMENTS.FOR CLARIFICATION, ANY EXPRESS REMEDIES SET FORTH IN THIS CONTRACT SHALL NOT BE DEEMED AN EXCLUDED INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS ARTICLE. Any limit of liability contained in any Amendment or Change Order to this Contract, including any documents attached thereto, shall be null and void.

45. Manifests for All Material; Packaging; Transport; Disposal, Recycling, and Salvage Sites

45.1 **Manifests shall be required for any and all material (not only Hazardous Substances) removed from the Site as part of the scope of Work under this Contract.** Contractor will arrange for transportation and will transport material from the Site to the facility designated on the manifest, which must be a Company-approved treatment or disposal/recycling facility. A Subcontractor may be used to transport such material with prior approval from Company. The transport vehicle shall be equipped with sufficient and appropriate spill control equipment and material to contain any spill that might occur while loading the material onto the vehicle or after the material has been loaded. The transport vehicle must be equipped appropriately for loading the material (*e.g.*, motorized lift gate, pallet jack drum dolly, vacuum pump). Contractor must provide a dedicated vehicle to transport material from Company's Site; *i.e.*, only Company-generated or Company-supplied material may be transported on the vehicle from the Site to the designated facility listed in the manifest. Contractor's vehicle personnel shall be responsible for loading the material containers or bulk (*i.e.*, non-containerized) material onto the vehicle and ensuring that containers are properly and safely secured for the purpose of transportation. In the event any substance is released into the environment or onto the transportation vehicle while Contractor's vehicle personnel are loading containers or bulk material onto the vehicle, or during transportation of or unloading of the material, Contractor shall promptly, and before such conditions are disturbed, notify Company, and shall only commence mitigation (whether directly or by Subcontractor(s)) after Company so directs, which direction shall be given by Company as promptly as practicable; provided, Contractor shall remain responsible for such mitigation and cleaning any substance so released. Upon off-loading containerized material at the treatment, disposal, salvage, or recycling facility, Contractor shall weigh each container and shall record the weight and number of containers. For bulk material, Contractor shall have the vehicle weighed prior to loading and when full; the difference between these weights (with an adjustment for fuel usage) is the net weight of the material.

45.2 For any disposal, recycling, or salvage of material from Company's Site to be performed at an off-Site facility, Contractor must obtain Company's approval to use the facility prior to scheduling a shipment, and **any such material from Company's Site to be so disposed, recycled, or salvaged off-Site may be shipped only to a facility listed in the preapproved designated facilities**,

unless Contractor obtains Company's written consent to the contrary. Disposal sites must be licensed and permitted to receive the materials. Contractor must promptly notify Company if a contemplated disposal site loses its licensed or permitted status prior to disposal.

45.3 Within 30 days of treatment, disposal, salvaging, or recycling of material removed from the Site, but in no event later than 180 days of Contractor's removal of such material from the Site, Contractor shall certify that all components of such material have been properly treated, disposed of, salvaged, or recycled in accordance with all applicable Laws, permits and licenses. Contractor shall provide such certification in writing and shall include in such document the following information, at a minimum:

a) date and location of disposal, recycling, or salvaging;
b) description of process (*e.g.*: incineration, stabilization, etc.);
c) site from which such material was originally shipped; and
d) reference number from manifest that accompanied waste from original Site of Company.

46. Third-Party Beneficiaries

Any Affiliate or Listed Co-owner receiving the benefits of Work provided by Contractor, directly or indirectly, shall be a third-party beneficiary entitling such Affiliate and Listed Co-owner to all warranties and indemnities as well as all rights normally accorded to a third party beneficiary. Except for such Affiliates and Listed Co-owners, and except for parties defined in Article as "Indemnitees," this Contract is solely for the benefit of the Parties hereto, and no third party shall be entitled to rely upon any provision hereof, claim any benefit hereby or enforce any right hereunder, except permitted successors and assigns.

47. Condition Precedent

If Contractor is the first party to execute this Contract, Company's acceptance of this Contract is conditioned on Company's review and execution of this Contract.

[signature page to follow]

EXHIBIT H

INDEPENDENCE ENVIRONMENTAL MAINTENANCE AGREEMENT

THIS INDEPENDENCE ENVIRONMENTAL MAINTENANCE AGREEMENT (this "Environmental Agreement") is made and entered into this ___ day of _____, 2025, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**"), **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), and **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, an Arkansas consolidated utility district ("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**" and together with Conway, Jonesboro, and AECC, collectively, "**Owners Group**"). EAL, AECC, Jonesboro, Conway, and West Memphis may each be referred to herein as a "**Party**" or collectively, the "Parties."

WHEREAS, EAL and the Owners Group own the Independence Steam Electric Station ("**Independence**") as tenants in common;

WHEREAS, the Parties co-own Independence with Energy Mississippi, LLC, Energy Power, LLC, East Texas Electric Cooperative, Inc., and the City of Osceola, Arkansas (the "**Non-Party Owners**");

WHEREAS, EAL and the Owners Group are entering into four agreements related to Independence contemporaneously with this Environmental Agreement: (1) the Independence Excess Real Estate Agreement (the "**Independence Excess Agreement**"); (2) the Independence Plant Purchase and Sales Agreement ("**Independence Plant Agreement**"); (3) the Interconnection Rights Exchange Agreement ("**Interconnection Agreement**"); and (4) the Independence Decommissioning Agreement ("**Independence Decommissioning Agreement**").

WHEREAS, the Independence Excess Agreement, the Independence Plant Agreement, and the Interconnection Agreement address the timing and terms by which EAL will convey its property interests to the Owners Group;

WHEREAS, the Parties desire for specific environmental conditions at Independence that are expected to require monitoring and compliance activities for an extended duration to be addressed by this Environmental Agreement via terms and conditions that survive and are independent of the Independence Excess Agreement, Independence Plant Agreement, Interconnection Agreement, and the Independence Decommissioning Agreement; and

WHEREAS, this Environmental Agreement shall solely apply to those Covered Areas (as defined below) where environmental maintenance activities related to coal ash or other combustion byproducts specifically associated with past, current and future activities at Independence.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
ENVIRONMENTAL MAINTENANCE

1.1 Scope of Work. The Parties authorize EAL as their agent to continue to oversee, perform, and manage those actions and enter into those agreements with third parties that EAL deems appropriate to manage any "**Environmental Conditions**" (as defined below) in those areas of Independence identified on

Exhibit A attached hereto, and, if applicable, as amended by the Parties hereafter to include additional areas (the "**Covered Areas**"), in compliance with any local, state, or federal requirements that are applicable to the Environmental Conditions or Covered Areas as of the Effective Date or that may become applicable to the Covered Areas while this Environmental Agreement is in effect (such work to be known, collectively, as the "**Environmental Work**"). The Environmental Work may include, but is not limited to:

1.1.1 Taking all actions reasonably necessary to ensure that Environmental Conditions at Independence are in compliance with applicable laws, rules, regulations, permits, orders, or other lawful mandate by a local, state, or federal agency.

1.1.2 Entering into contracts with third parties to plan, perform, or monitor the Environmental Work.

1.1.3 Applying for, adhering to, transferring, amending, maintaining, renewing, or terminating any permits, authorizations, or other government approvals necessary to facilitate or perform any of the Environmental Work.

1.1.4 Conferring with state and federal regulators as needed and, if necessary, to defend the Environmental Work or any alleged compliance issues arising out of or related to the Covered Areas.

1.1.5 Terminating, assigning, or otherwise ending any contracts or agreements of any kind with any third party with respect to the Environmental Work.

1.1.6 Entering into contracts with third parties for the beneficial use of coal combustion residuals and other coal byproducts.

1.2 Environmental Conditions. As used herein, "**Environmental Conditions**" means, as determined by EAL, any condition or release in, on, under, emitting, or discharging from the Covered Areas that is related to former coal operations at Independence (e.g., coal ash or other combustion byproducts) and is subject to or otherwise regulated by any federal, state and local governmental law, regulation, or rule concerning pollution or protection of human health and safety, protection of safe and efficient air navigation, or use of natural resources (including surface and ground water), species, wetlands or the environment, whether existing today or in the future.

1.3 Effective Date. This Environmental Agreement is effective as of the closing under the Independence Plant Agreement, which shall be no later than January 1, 2031 (the "**Effective Date**"), or any earlier date agreed to in writing to by all Parties to this Agreement. This Environmental Agreement clarifies the intent of the existing Independence Operating Agreement and Independence Ownership Agreement concerning Environmental Work at Independence and likewise clarifies how the Parties agree Environmental Work will be performed after Independence ceases to burn coal.

1.4 Cooperation. Each Party shall reasonably cooperate with EAL in its performance of this Environmental Agreement. Such cooperation may include, but it not limited to, executing any easements, deeds, bills of sale, access agreements, or other releases, assigns, subordinations, or other documents that EAL deems necessary to implement this Environmental Agreement.

2.
COSTS

2.1 Allocation of Costs. The Parties will be responsible for costs associated with implementing this Environmental Agreement in the same percentage as each Party's ownership percentage in Independence currently allocated under the Independence Ownership Agreement, which are:

EAL	15.75%
AECC	35.00%
Jonesboro	10.00%
Conway	2%
West Memphis	1%
EMI (Non-Party Owner)	25%
EPI (Non-Party Owner)	7.19%
ETEC (Non-Party Owner)	3.56%
Osceola (Non-Part Owner)	0.5%

2.2 Payment of Costs. EAL shall provide an accounting to the Parties and the Non-Party Owners on an annual basis (each, an "**Accounting**") detailing (1) a good faith estimate of the anticipated costs of Environmental Work for the upcoming twelve (12) month period and (2) the actual costs incurred by EAL for the previous twelve (12) months, compared to the previous estimate. The Owners Group shall pay to EAL, and EAL shall seek from the Non-Party Owners payment of, their portion of the estimated upcoming costs and actual costs, both to be allocated in accordance with Section 2.1, within thirty (30) days of receipt of each Accounting. Any payments for over-estimates of projected costs shall be credited to the Owners Group and/or Non-Party Owners in the next Accounting The Accounting shall include any reduction in costs associated with the sale of the beneficial reuse of coal combustion residuals. Nothing herein shall prohibit any Party from contracting with another Party or Non-Party Owner to have its contribution percentage paid by that Party or Non-Owner Party. In that event, the Party seeking to transfer its responsibility for paying costs due under this Agreement shall provide documentation of such an agreement to EAL, and EAL shall adjust its billing accordingly.

2.3 Financial Assurance. Each Party shall provide to EAL, upon EAL's reasonable request, documentation of financial assurances regarding such Party's ability to pay for its share of the cost of the Environmental Work.

3.
OTHER AGREEMENTS

3.1 Prior Agreements. As of the Effective Date, this Environmental Agreement clarifies any prior relationship, understanding or written agreement between the Parties with respect to the matters addressed

in this Environmental Agreement. To the extent that any alleged conflict is identified between the provisions of this Environmental Agreement and the provisions of the existing Independence Ownership Agreement or the Independence Operating Agreement, the Environmental Agreement shall control as of the Effective Date.

3.2 No Partnership or Other Special Relationship. EAL's implementation of the Environmental Agreement does not, and is not intended to, create any agency, master/servant, bailor/bailee, fiduciary, joint venture, partnership, or other entity or special relationship among or between the Parties.

3.3 Termination. This Environmental Agreement shall terminate, upon written notice from EAL to the Parties of the occurrence of any of the following: (1) EAL's determination in its reasonable discretion and consistent with good utility practices (giving regard to practices generally accepted within the national utility industry) that the Environmental Work is complete; (2) the date December 31, 2063, has occurred; (3) a third-party agrees to perform EAL's obligations under this Environmental Agreement pursuant to Section 4.1; or (4) a written determination is issued from the appropriate government entity that no further action is required in the Covered Areas.

4.
WITHDRAWAL AND ASSIGNMENT

4.1 Withdrawal and Assignment. EAL may, upon thirty (30) days written notice to the Owners Group, assign its rights and responsibilities under this Environmental Agreement to another qualified entity, including an affiliate, possessing or able to obtain via contractual agreement the expertise necessary to complete the Environmental Work.

5.
LIABILITY

5.1 No Change in Liability for Parties. The Parties acknowledge that any liability or potential liability for any Environmental Condition or Environmental Work arising from or otherwise associated with their ownership interests in Independence during the time of its coal operations, as reflected in the Independence Ownership Agreement and Independence Operating Agreement and ratified by the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012, remains unchanged by this Environmental Agreement.

5.2 Operator Liability. EAL shall have no liability to any Party for any loss, damage or expense suffered by that Party or for any damage to such Party's property interests in Independence or any portion of Independence arising out of or resulting from any action taken or failed to be taken by EAL or any entity acting pursuant to this Environmental Agreement unless such loss, damage or expense results from the willful misconduct of EAL or the failure of EAL to use its reasonable best efforts to conform with good utility practices (giving regard to practices generally accepted within the national utility industry) in discharging its obligations under this Environmental Agreement. In the event EAL, in the performance of its duties pursuant to this Environmental Agreement incurs any liability to any third party other than resulting from the willful misconduct of EAL, the amount paid by EAL on account of such liability shall be considered a cost of Environmental Work to be apportioned among the Parties (including proportionately to EAL) as pursuant to Section 2 of this Environmental Agreement.

6.
DEFAULT

6.1 **Breach**. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to either Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

7.
MISCELLANEOUS

7.1 **Notices**. All notices, demands, and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Environmental Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 7.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:
Entergy Arkansas President and CEO
425 West Capitol Avenue, 40th Floor
Little Rock, Arkansas, 72201

with a copy to:
William Montgomery
Senior Counsel
Entergy Services, LLC
425 W. Capitol Ave., 27th Fl.
Little Rock, AR 72201

with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201
If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 Ease Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

7.2 Entire Agreement. This Environmental Agreement embodies the entire agreement among the Parties solely relative to the subject matter hereof, specifically the performance of the Environmental Work, and supersedes all prior oral or written communications or understandings among the Parties related to such subject matter as of the Effective Date, and there are no oral or written agreements among the Parties, nor any representations made by any Party relative to the subject matter hereof, which are not expressly set forth herein. For the avoidance of doubt, nothing in this Environmental Agreement shall be construed as

altering the Parties' right to capacity and energy, and the amount of capacity and energy, set forth in the Parties' pre-existing Marketing Agreement.

7.3 Amendment. This Environmental Agreement may be amended only by a written instrument executed by the Parties.

7.4 Headings. The captions and headings used in this Environmental Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Environmental Agreement.

7.5 No Third-Party Beneficiaries. This Environmental Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

7.6 Time of Essence. Time is of the essence of this Environmental Agreement; however, if the final date of any period which is set out in any provision of this Environmental Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

7.7 Governing Law. This Environmental Agreement shall be governed by the laws of the State of Arkansas.

7.8 Successors and Assigns; Assignment. This Environmental Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights or obligations under this Environmental Agreement may be assigned except as allowed by Section 4.1 or with the written consent of all Parties.

7.9 Invalid Provision. If any provision of this Environmental Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Environmental Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Environmental Agreement; and, the remaining provisions of this Environmental Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Environmental Agreement.

7.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Environmental Agreement or any provision contained herein, each party shall bear their own litigation expenses, including attorney, consulting, or court filing fees.

7.11 Multiple Counterparts. This Environmental Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Environmental Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

7.12 Effective Date. As used herein, the term "Effective Date" shall mean January 1, 2031.

7.13 No Personal Liability. Notwithstanding any provisions in this Environmental Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Environmental Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee,

director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Environmental Agreement. Notwithstanding the foregoing, nothing contained in this Section 7.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Environmental Agreement.

7.14 Construction. This Environmental Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Environmental Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

7.15 Confidential Information. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

EXHIBIT A

COVERED AREAS

1. The tract of land out of the South Half (S1/2) of Section 11, Township Twelve (12) North, Range Four (4) West, ***LESS AND EXCEPT*** the West Half (W1/2), and the Southwest Quarter (SW 1/4) and a portion of the North Half (N1/2) of Section 14, Township Twelve (12) North, Range Four (4) West, Independence County, Arkansas, and more particularly described and included in that Arkansas Department of Energy and Environment Division of Environmental Quality Permit No. 0200-S3N-R2 (as may be amended) pursuant to Arkansas Pollution Control and Ecology Commission Rule 22.

2. To the extent that any portion or portions of the real property described in either the Independence Excess Agreement or Independence Plant Agreement and lying outside of Covered Area No. 1 qualifies at any time as a Coal Combustion Residuals Management Unit area ("CCRMU Area"), or is part of a National Pollutant Discharge Elimination System permitted system ("NPDES Area") under any permit issued by either the United States or the State of Arkansas after the effective date of this Agreement but while this Agreement remains in effect, the portion of the real property that is either a CCRMU Area or NPDES Area after the effective date of this Agreement shall, upon the provision of written notice by EAL to the Party or Parties owning the real property containing the CCRMU Area or NPDES Area, be considered a Covered Area.

3. [INTENTIONALLY LEFT BLANK]

EXHIBIT I

WHITE BLUFF ENVIRONMENTAL MAINTENANCE AGREEMENT

THIS WHITE BLUFF ENVIRONMENTAL MAINTENANCE AGREEMENT (this "**Environmental Agreement**") is made and entered into this ___ day of _____, 2025, by and between **ENTERGY ARKANSAS, LLC**, a Texas limited liability company, as successor in interest to Arkansas Power & Light Company, LLC, an Arkansas limited liability company ("**EAL**"), and **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, an Arkansas electric cooperative ("**AECC**"), and **CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO,** an Arkansas consolidated utility district("**Jonesboro**"), the **CITY OF CONWAY, ARKANSAS** ("**Conway**"), and **CITY OF WEST MEMPHIS, ARKANSAS** ("**West Memphis**" and together with Conway, Jonesboro, and AECC, collectively, "**Owners Group**"). EAL, AECC, Jonesboro, Conway, and West Memphis may each be referred to herein as a "**Party**" or collectively, the "**Parties**."

WHEREAS, EAL and the Owners Group own the White Bluff Steam Electric Station ("**White Bluff**") as tenants in common;

WHEREAS, EAL and the Owners Group are entering into four agreements related to White Bluff contemporaneously with this Environmental Agreement: (1) the White Bluff Excess Real Estate Agreement (the "**White Bluff Excess Agreement**"); (2) the White Bluff Plant Purchase and Sales Agreement ("**White Bluff Plant Agreement**"); (3) the Interconnection Rights Exchange Agreement ("**Interconnection Agreement**"); and (4) the White Bluff Decommissioning Agreement ("**White Bluff Decommissioning Agreement**").

WHEREAS, the White Bluff Excess Agreement, the White Bluff Definitive Agreement, and the Interconnection Agreement address the timing and terms by which EAL will acquire all of the property interests of the Owners Group at White Bluff;

WHEREAS, the Parties desire for specific environmental conditions at White Bluff that are expected to require monitoring and compliance activities for an extended duration to be addressed by this Environmental Agreement via terms and conditions that survive and are independent of the White Bluff Excess Agreement, White Bluff Definitive Agreement, Interconnection Agreement, and the White Bluff Decommissioning Agreement; and

WHEREAS, this Environmental Agreement shall solely apply to those Covered Areas (as defined below) where environmental maintenance activities related to coal ash or other combustion byproducts specifically associated with past, current and future activities at White Bluff.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.
ENVIRONMENTAL MAINTENANCE

1.1 Scope of Work. The Parties authorize EAL as their agent to continue to oversee, perform, and manage those actions and enter into those agreements with third parties that EAL deems appropriate to manage any "**Environmental Conditions**" (as defined below) in those areas of White Bluff identified on ***Exhibit A*** attached hereto, and, if applicable, as amended by the Parties hereafter to include additional areas

(the "**Covered Areas**"), in compliance with any local, state, or federal requirements that are applicable to the Environmental Conditions or Covered Areas as of the Effective Date or that may become applicable to the Covered Areas while this Environmental Agreement is in effect (such work to be known, collectively, as the "**Environmental Work**"). The Environmental Work may include, but is not limited to:

1.1.1 Taking all actions reasonably necessary to ensure that Environmental Conditions at White Bluff are in compliance with applicable laws, rules, regulations, permits, orders, or other lawful mandate by a local, state, or federal agency.

1.1.2 Entering into contracts with third parties to plan, perform, or monitor the Environmental Work.

1.1.3 Applying for, adhering to, transferring, amending, maintaining, renewing, or terminating any permits, authorizations, or other government approvals necessary to facilitate or perform any of the Environmental Work.

1.1.4 Conferring with state and federal regulators as needed and, if necessary, to defend the Environmental Work or any alleged compliance issues arising out of or related to the Covered Areas.

1.1.5 Terminating, assigning, or otherwise ending any contracts or agreements of any kind with any third party with respect to the Environmental Work.

1.1.6 Selling or otherwise transferring the Property to a third-party to complete the Environmental Work.

1.1.7 Entering into contracts with third parties for the beneficial use of coal combustion residuals and other coal byproducts

1.2 Environmental Conditions. As used herein, "**Environmental Conditions**" means, as determined by EAL, any condition or release in, on, under, emitting, or discharging from the Covered Areas that is related to former coal operations at White Bluff (e.g., coal ash or other combustion byproducts) and is subject to or otherwise regulated by any federal, state and local governmental law, regulation, or rule concerning pollution or protection of human health and safety, protection of safe and efficient air navigation, or use of natural resources (including surface and ground water), species, wetlands or the environment, whether existing today or in the future.

1.3 Effective Date. This Environmental Agreement is effective as of the closing under the White Bluff Plant Agreement, which shall be no later than January 1, 2029 (the "**Effective Date**") or any earlier date agreed to in writing to by all Parties to this Agreement. This Environmental Agreement clarifies the intent of the existing White Bluff Operating Agreement and White Bluff Ownership Agreement concerning Environmental Work at White Bluff and likewise clarifies how the Parties agree Environmental Work will be performed after White Bluff ceases to burn coal.

1.4 Cooperation. Each Party shall reasonably cooperate with EAL in its performance of this Environmental Agreement. Such cooperation may include, but it not limited to, executing any easements, deeds, bills of sale, access agreements, or other releases, assigns, subordinations, or other documents that EAL deems necessary to implement this Environmental Agreement.

2.
COSTS

2.1 Allocation of Costs. The Parties will be responsible for costs associated with implementing this Environmental Agreement in the same percentage as each Party's ownership percentage in White Bluff currently allocated under the White Bluff Ownership Agreement, which are:

EAL	57.000%
AECC	35.000%
Jonesboro	5.000%
Conway	2.000%
West Memphis	1.000%

2.2 Payment of Costs. EAL shall provide an accounting to the Parties on an annual basis (each, an "**Accounting**") detailing (1) a good faith estimate of the anticipated costs of Environmental Work for the upcoming twelve (12) month period and (2) the actual costs incurred by EAL for the previous twelve (12) months, compared to the previous estimate. The Owners Group shall pay to EAL their portion of the estimated upcoming costs and actual costs, both to be allocated in accordance with Section 2.1, within thirty (30) days of receipt of each Accounting. Any payments for over-estimates of projected costs shall be credited to the Owners Group in the next Accounting. The Accounting shall include any reduction in costs associated with the sale of the beneficial reuse of coal combustion residuals. Nothing herein shall prohibit any Party from contracting with another Party to have its contribution percentage paid by that Party. In that event, the Party seeking to transfer its responsibility for paying costs due under this Agreement shall provide documentation of such an agreement to EAL, and EAL shall adjust its billing accordingly.

2.3 Financial Assurance. Each Party shall provide to EAL, upon EAL's reasonable request, documentation of financial assurances regarding such Party's ability to pay for its share of the cost of the Environmental Work.

3.
OTHER AGREEMENTS

3.1 Prior Agreements. As of the Effective Date, this Environmental Agreement clarifies any prior relationship, understanding or written agreement between the Parties with respect to the matters addressed in this Environmental Agreement. To the extent that any alleged conflict is identified between the provisions of this Environmental Agreement and the provisions of the existing White Bluff Ownership Agreement or the White Bluff Operating Agreement, the Environmental Agreement shall control as of the Effective Date.

3.2 No Partnership or Other Special Relationship. EAL's implementation of the Environmental Agreement does not, and is not intended to, create any agency, master/servant, bailor/bailee, fiduciary, joint venture, partnership, or other entity or special relationship among or between the Parties.

3.3 Termination. This Environmental Agreement shall terminate, upon written notice from EAL to the Parties of the occurrence of any of the following: (1) EAL's determination in its reasonable discretion and consistent with good utility practices (giving regard to practices generally accepted within the national utility industry) that the Environmental Work is complete; (2) the date December 31, 2063 has occurred; (3) a third-party agrees to perform EAL's obligations under this Environmental Agreement pursuant to Section 4.1; or (4) a written determination is issued from the appropriate government entity that no further action is required in the Covered Areas.

4.
WITHDRAWAL AND ASSIGNMENT

4.1 Withdrawal and Assignment. EAL may, upon thirty (30) days written notice to the Owners Group, assign its rights and responsibilities under this Environmental Agreement to another qualified entity, including an affiliate, possessing or able to obtain via contractual agreement the expertise necessary to complete the Environmental Work.

4.2 Sale of Covered Areas. EAL's authority under this Environmental Agreement shall include the authority to enter into agreements on behalf of itself and the Owners Group to sell some or all of the Covered Areas upon terms likewise satisfactory to and subject to the written approval of the Owners Group, whose approval shall not be unreasonably denied.

5.
LIABILITY

5.1 No Change in Liability for Parties. The Parties acknowledge that any liability or potential liability for any Environmental Condition or Environmental Work arising from or otherwise associated with their ownership interests in White Bluff during the time of its coal operations, as reflected in the White Bluff Ownership Agreement and White Bluff Operating Agreement and ratified by the Independence Steam Electric Station and White Bluff Steam Electric Station Marketing Agreement dated March 16, 2012, remains unchanged by this Environmental Agreement.

5.2 Operator Liability. EAL shall have no liability to any Party for any loss, damage or expense suffered by that Party or for any damage to such Party's property interests in White Bluff or any portion of White Bluff arising out of or resulting from any action taken or failed to be taken by EAL or any entity acting pursuant to this Environmental Agreement unless such loss, damage or expense results from the willful misconduct of EAL or the failure of EAL to use its reasonable best efforts to conform with good utility practices (giving regard to practices generally accepted within the national utility industry) in discharging its obligations under this Environmental Agreement. In the event EAL, in the performance of its duties pursuant to this Environmental Agreement incurs any liability to any third party other than resulting from the willful misconduct of EAL, the amount paid by EAL on account of such liability shall be considered a cost of Environmental Work to be apportioned among the Parties (including proportionately to EAL) as pursuant to Section 2 of this Environmental Agreement.

6.
DEFAULT

6.1 Breach. If a Party fails to comply materially with any of the terms, conditions or obligations of this Agreement, then any non-breaching Party, in addition to its remedies in equity or at law, may seek to specifically enforce this Agreement against the breaching party. In seeking specific performance, or other legal or equitable relief, no bond or security shall be required. The Parties also expressly agree that

the nonperformance of any term, condition, or obligation of this Agreement by a Party shall constitute irreparable harm given the unique facts and circumstances of this transaction, which are complex and time sensitive. Notwithstanding the foregoing, no Party shall declare another Party in breach without providing written notice detailing the alleged default. One designated representative in senior management of the Party alleging a breach shall thereafter confer with a designated representative in senior management of the Party alleged to be in breach to discuss and negotiate in good faith how to resolve the alleged breach. The Parties shall confer for a minimum period of twenty (20) days after receipt of such notice to cure the default prior to either Party filing any sort of lawsuit. Any action or dispute arising under this Agreement shall be adjudicated by courts of the State of Arkansas located in Pulaski County, Arkansas, and the United States District Court with jurisdiction over Pulaski County, Arkansas (or another federal court with jurisdiction) located in Pulaski County, Arkansas, and appellate courts from any thereof. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

7.
MISCELLANEOUS

7.1 Notices. All notices, demands, and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Environmental Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 7.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to EAL:	Entergy Arkansas President and CEO 425 West Capitol Avenue, 40th Floor Little Rock, Arkansas, 72201
with a copy to:	William Montgomery Senior Counsel Entergy Services, LLC 425 W. Capitol Ave., 27th Fl. Little Rock, AR 72201
with an additional copy to:	Quattlebaum, Grooms & Tull PLLC Attn: Michael B. Heister, Esq. 111 Center Street, Suite 1900 Little Rock, AR 72201

If to AECC:	Jonathan Oliver Chief Operations Officer Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
with a copy to:	Jen Hoss General Counsel Arkansas Electric Cooperative Corporation 1 Cooperative Way Little Rock, AR 72219
If to West Memphis:	Bob Atkins General Manager West Memphis Utilities 304 East Cooper West Memphis, AR 72303
with a copy to:	Carter Law Firm LLC Attn: C. Jason Carter P.O. Box 1428 Conway, AR 72033
If to Jonesboro:	Jake Rice General Manager City Water and Light Plant of the City of Jonesboro 400 Ease Monroe Jonesboro, AR 72403
with a copy to:	Waddell, Cole & Jones, PLLC Attn: Robert Jones 310 East St. Jonesboro, AR 72401
If to Conway:	Bret Carroll Chief Executive Officer Conway Corporation 650 Locust Street Conway, AR 72034

7.2 Entire Agreement. This Environmental Agreement embodies the entire agreement among the Parties solely relative to the subject matter hereof, specifically the performance of the Environmental Work, and supersedes all prior oral or written communications or understandings among the Parties related to such subject matter as of the Effective Date, and there are no oral or written agreements among the Parties, nor any representations made by any Party relative to the subject matter hereof, which are not expressly set forth herein. For the avoidance of doubt, nothing in this Environmental Agreement shall be construed as altering the Parties' right to capacity and energy, and the amount of capacity and energy, set forth in the Parties' pre-existing Marketing Agreement.

7.3 Amendment. This Environmental Agreement may be amended only by a written instrument executed by the Parties.

7.4 Headings. The captions and headings used in this Environmental Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Environmental Agreement.

7.5 No Third-Party Beneficiaries. This Environmental Agreement is for the sole benefit of the Parties and their respective successors and assigns. Nothing herein, express or implied, confers any rights or remedies on any third party.

7.6 Time of Essence. Time is of the essence of this Environmental Agreement; however, if the final date of any period which is set out in any provision of this Environmental Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Arkansas, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

7.7 Governing Law. This Environmental Agreement shall be governed by the laws of the State of Arkansas.

7.8 Successors and Assigns; Assignment. This Environmental Agreement shall bind and inure to the benefit of the Parties and their respective executors, administrators, representatives, successors, and permitted assigns. No Party's rights or obligations under this Environmental Agreement may be assigned except as allowed by Section 4.1 or with the written consent of all Parties.

7.9 Invalid Provision. If any provision of this Environmental Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Environmental Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Environmental Agreement; and, the remaining provisions of this Environmental Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Environmental Agreement.

7.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Environmental Agreement or any provision contained herein, each party shall bear their own litigation expenses, including attorney, consulting, or court filing fees.

7.11 Multiple Counterparts. This Environmental Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Environmental Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

7.12 Effective Date. As used herein, the term "**Effective Date**" shall mean January 1, 2029.

7.13 No Personal Liability. Notwithstanding any provisions in this Environmental Agreement to the contrary, no covenant, stipulation, obligation, or agreement of the Parties contained in this Environmental Agreement shall be deemed to be a personal covenant, stipulation, obligation, or agreement of the general or limited partners of a Party or of any past, present or future member, officer, partner, trustee, director, agent, attorney, or employee of a Party; and neither the general partner of a Party, nor any member, officer, partner, trustee, director, agent, attorney or employee of a Party shall be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements contained in this Environmental Agreement. Notwithstanding the foregoing, nothing contained in this Section 7.13 shall relieve any general or limited partner from its duties and/or obligations to cause a Party to perform each of its covenants, stipulations, obligations, and agreements contained in this Environmental Agreement.

7.14 **Construction**. This Environmental Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by each Party, each being sophisticated in transactions such as the one contemplated by this Environmental Agreement and each having the benefit and advice of legal counsel, and shall be construed accordingly.

7.15 **Confidential Information**. This Agreement, and the discussions among the Parties related to this Agreement, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated April 27, 2023, and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III of the Confidentiality Agreement, the Parties agree that Jonesboro, Conway, and West Memphis may submit and disclose the form of this Agreement, including the terms and aspects hereof, to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) for the purposes of obtaining any and all necessary approvals to enter into this Agreement and to complete and administer the transactions contemplated hereby. Additionally, any Party may disclose the form of this Agreement, including the terms and aspects hereof, to the Arkansas Public Service Commission.

[EXECUTION PAGE FOLLOWS]

WITNESS the signatures of the undersigned, as of the respective dates set forth below.

ENTERGY ARKANSAS, LLC

By: _____
Name: _____
Title: Entergy Arkansas President and CEO

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the President and Chief Executive Officer of **Entergy Arkansas, LLC**, a Texas limited liability company, and that he/she as such President and Chief Executive Officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such President and Chief Executive Officer and executing on behalf of the company as such President and Chief Executive Officer.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Name: Vernon "Buddy" Hasten
Title: Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Vernon "Buddy Hasten** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and _____ of **Arkansas Electric Cooperative Corporation**, an Arkansas electric cooperative, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____
Name: Jake Rice
Title: General Manager

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Jake Rice** to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the General Manager of **City Water and Light Plant of the City of Jonesboro**, an Arkansas consolidated utility district, and that he as such General Manager being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such General Manager and executing on behalf of the district as such General Manager.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF CONWAY, ARKANSAS

By: _____
Name: Bret Carroll
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared **Bret Carroll** and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Chief Executive Officer and the Mayor of the **City of Conway, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.
(SEAL)

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the **City of West Memphis, Arkansas**, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal as such Notary Public this __ day of _____, ____.

_____
Notary Public

My Commission Expires:

_____.

(SEAL)

EXHIBIT A

COVERED AREAS

1. The tract of land out of the North Half (N1/2) of Section 36, Township Three (3) South, Range Eleven (11) West in Jefferson County, Arkansas, and being more particularly described and included in that Arkansas Department of Energy and Environment Division of Environmental Quality Permit No. 0199-S3N-R3 (as may be amended) pursuant to Arkansas Pollution Control and Ecology Commission Rule 22.

2. To the extent that any portion or portions of the real property described in either the White Bluff Excess Agreement or White Bluff Plant Agreement and lying outside of Covered Area No. 1 qualifies at any time as a Coal Combustion Residuals Management Unit area ("CCRMU Area"), as determined by EAL, or is part of a National Pollutant Discharge Elimination System permitted system ("NPDES Area") under any permit issued by either the United States or the State of Arkansas after the effective date of this Agreement but while this Agreement remains in effect, the portion of the real property that is either a CCRMU Area or NPDES Area after the effective date of this Agreement shall, upon the provision of written notice by EAL to the Party or Parties owning the real property containing the CCRMY Area or NPDES Area, be considered a Covered Area.

3. [INTENTIONALLY LEFT BLANK]

EXHIBIT J

Arkansas Electric Cooperative Corporation
Attn: Jonathan Oliver
1 Cooperative Way
Little Rock, AR

Re: Independence Replacement Generating Facility
Development Letter of Intent

Dear Mr. Oliver:

Pursuant to discussions amongst representatives of Arkansas Electric Cooperative Corporation ("AECC"), City Water & Light Plant of the City of Jonesboro ("Jonesboro"), West Memphis Utilities ("West Memphis") and Conway Corporation [as agent for the City of Conway] ("Conway") (Jonesboro, West Memphis, and Conway together the "Municipals") (AECC and each of the Municipals a "Party" and collectively the "Parties"), the Municipals are pleased to submit this Letter of Intent ("LOI") regarding the development of a replacement generating facility (the "RGF") on real property adjacent to the Independence Steam Electric Station near Newark, Arkansas.

1. Site. The Parties intend for the RGF to be developed on a portion of real property in which the Parties have an ownership interest lying in Independence County, Arkansas (the "Site"), as more particularly described on Exhibit A to that certain Independence Excess Real Estate Agreement between the Parties and Entergy Arkansas, LLC, of even date herewith (the "Independence Excess Agreement").

2. RGF Type. Based on the information available to date, the Parties intend to develop a simple or combined cycle natural gas generating facility on the Site which is currently co-owned by the Parties and certain other parties not a party to this LOI who may join in the development of the RGF.

3. Interconnection. The Site is adjacent to the Independence Steam Electric Station Electrical Point of Interconnection (the "POI"). The Parties intend to utilize the POI to connect the RGF to the Midcontinent Independent System Operator ("MISO") transmission infrastructure upon the end of commercial operation of the Independence Steam Electric Station via the replacement generating facility application process provided in Attachment X to the MISO Tariff. The existing Generator Interconnection Agreement for the POI currently allows for the

interconnection of 1678 MW of Network Resource Interconnection Service (as that term is defined in the MISO Tariff). The Parties anticipate requesting and receiving a Generator Interconnection Agreement (GIA) with MISO for the RGF for all or substantially all of the existing amount of interconnection and which shall include a description of the Parties' respective Ownership Interests.

4. Development. AECC shall develop the RGF for itself and as agent for the Municipals. The Parties intend for the RGF to achieve commercial operation on or before the cease-to-burn-coal date for the Independence Steam Electric Station which is currently December 31, 2030.

5. Ownership of Site. Upon the closing under the Independence Excess Agreement and certain other agreements to which one or more of the Parties are a party, the respective undivided ownership interests of each of the Parties in the Site shall be approximately:

Co-Owner	**"Ownership Interest"**
AECC	75%
Jonesboro	15%
West Memphis	2%
Conway	4%

6. Ownership of RGF. Each of the Parties shall have an undivided ownership interest in the RGF, including any and all components, equipment, raw materials, or other goods or assets purchased therefor, equal to its Ownership Interest, except for such adjustments to Ownership Interests which may be provided for under the Development Agreement (as defined below).

7. Costs of Development. The Parties shall share in the costs and expenses of developing the RGF in proportion to each Party's Ownership Interest.

8. Energy and Capacity. Upon commercial operation of the RGF, each Party shall be entitled to a percentage of energy and capacity from the RGF equal to such Party's Ownership Interest. The Parties agree that each Party shall own and be entitled to a percentage of the remaining capacity of the GIA equal to its Ownership Interest and may develop future resources in addition to the RGF utilizing said owned interest as it sees fit without regard to the other Parties.

9. Development Agent. AECC shall serve as the Municipals' agent for the planning, design, licensing, permitting, construction, and completion of the RGF and all fuel supply or other infrastructure or facilities necessary to develop or operate the RGF. As such agent, AECC shall hold, use, expend, and account for any and all funds advanced by and received from the Municipals for the development of the RGF consistent with good utility practices.

10. Development Agreement. Following the execution of this LOI, the Parties shall negotiate and execute an ownership agreement and/or a development agreement (the "Development Agreement") setting forth the terms and conditions of the Parties' development and ownership of the RGF substantially consistent with the terms hereof. The Parties shall use reasonable best efforts to execute the Development Agreement on or before September 1, 2025.

The Development Agreement shall include a mechanism for the reasonable withdrawal of one or more of the Municipals from participation in the development of the RGF, in exchange for consideration equal to the reasonable value of such withdrawing party's ownership interest in the Site, RGF, interconnection rights, and any other co-owned assets or rights, prior to commercial operation of the RGF.

11. Operating and other Agreements. Prior to the date of commercial operation of the RGF, the Parties shall negotiate and execute an operating agreement on terms reasonably acceptable, which is anticipated to be substantially in the form of the existing Independence Steam Electric Station Operating Agreement and which shall appoint AECC as the operating agent of the RGF. The Parties also contemplate the potential need to execute one or more additional agreements, or amendments, in order to carry out the intent of the Parties to this transaction or to develop future resources at the same site, and the Parties agree to reasonably collaborate with each other.

12. Other Conditions. The development of the RGF is contingent upon the following conditions: (i) the Parties' closing under that Independence Excess Real Estate Agreement; (ii) the Parties' executing the Interconnection Rights Exchange Agreement; (iii) MISO's approval of the Parties' Attachment X replacement generating facility application by December 31, 2025; and (iv) the reasonable availability of the raw materials, components, and equipment necessary to develop the RGF, which shall be confirmed by AECC no later than December 31, 2025. The failure or non-satisfaction of any of the foregoing conditions shall constitute a "Failure of Conditions."

13. Confidentiality. This LOI, and the discussions among the Parties related to the development of the RGF, shall be considered Confidential Information as that term is defined in that Confidentiality Agreement among the Parties dated May 2, 2024 and shall be held in accordance with the terms thereof. Notwithstanding the foregoing, pursuant to Section III(e) of the Confidentiality Agreement, the Parties agree that the Municipals may present this LOI and the information contained herein to their respective governing bodies (including without limitation, boards of commissioners, boards of directors, and city councils) in public settings for the purposes of obtaining any and all necessary approvals to enter into this LOI and to complete and administer the transactions and RGF development contemplated hereby.

14. Legal Effect. It is understood and agreed that this is a letter of intent and does not contain all matters upon which agreement must be reached in order for the proposed RGF development to occur. Notwithstanding the foregoing, the rights and obligations of the Parties set forth herein shall be binding on the Parties unless and until the occurrence of a Failure of Conditions, in which event this LOI shall terminate. The binding rights and obligations of the Parties set forth in Paragraphs 6, 7, 8, 9, 13, 15 and 16 shall survive the termination of this LOI due to a Failure of Conditions. A definitive agreement for the development of the RGF will result only from the execution of the Development Agreement, which any proposed party thereto may or may not execute in its respective sole and absolute discretion.

15. Tenancy in Common Ownership Agreement. The Parties hereby waive any and all rights to partition and/or accounting related to any assets co-owned among the parties pursuant to this LOI, including but not limited to real property owned by the Parties as tenants in common

used or intended to be used in connection with the RGF, until the earlier to occur of: (i) execution of the Development Agreement; or (ii) December 31, 2025.

16. Governing Law. This LOI shall be governed by and construed in accordance with the laws of the State of Arkansas.

17. No Partnership. Nothing herein shall be construed as creating any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. The obligations and duties of the Parties are distinct and several and not joint. The Parties are or will be and shall remain tenants in common and owners of undivided interests in the assets referenced herein.

Acknowledged and Agreed as of the respective dates set forth below.

[*Signature Page Follows*]

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO

By: _____

Name: _____

Title: _____

Date: _____

CONWAY CORPORATION, as agent for THE CITY OF CONWAY

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WEST MEMPHIS

By: _____

Name: _____

Title: _____

Date: _____