RETURN OF SERVICE

STATE OF ARKANSAS

CASE NUMBER Letter

COUNTY OF GARLAND

DIVISION _____

On this 23 day of JUNE 2016 at 1030 o'clock P I have duly Served the attached

_____ Summons and Complaint
_____ Subpoena
_____ Notice of Hearing
_____ Order
X Other Letter

_____ Notice to Quit
_____ Petition
_____ Statement of Rights
_____ Writ of Garnishment

Served on: MARK CARTER - [redacted]

Address Served At: [redacted]

Check Applicable:

_____ Delivering copies thereof to the Defendant personally.

_____ Delivering copies personally.

_____ Offering copies thereof to the Defendant but the documents were refused.

X Leaving a copy of the documents at the usual place of abode of the Defendant at (address) [redacted]
With SHANIZO TODD

_____ Delivering copies thereof to _____, the parent or guardian having the control of the minor, Defendant who is under the age of 14 years of age.

_____ Delivering copies thereof to _____, the agent authorized by appointment of by law to receive service of summons.

_____ Other _____

FEE: 45.00

PROCESS SERVER

Subscribed and sworn to before me this 26th day of July 2016

My Commission Expires: July 1, 2018

NOTARY PUBLIC

RACHEL L. WILSON
Notary Public-Arkansas
Garland County
My Commission Expires 07-01-2018
Commission # 12366919

Entergy

Entergy Arkansas, Inc.
Lake Catherine/Hydro/Lynch
141 West County Line Road
Malvern, AR 72104
Tel: 501-844-2148

FILE COPY

May 13, 2016

VIA PROCESS SERVER

Mark Carter
[redacted]

Re: **Notice of Unresolved Non-Compliance Issue**
Location: (b) (6) [redacted]
V13-000135

Dear Mr. Carter:

According to our records, you are the owner of the above referenced property adjacent to Lake Hamilton or Catherine and a shoreline facility (dock, boardwalk, seawall, etc.) is located at this address. All shoreline facilities and activities must be permitted to the current lakefront property owner and any **modifications not listed on the permit are in violation of that permits conditions thereby voiding it.**

Entergy Hydro has previously sent you a letter detailing the noncompliance issue we have with your facility and how to remedy it. This letter is a notice to you that as of this date, you still need to resolve the noncompliance issue or further actions will be taken against you and your facility which is located on our property.

This is the last notice our office will send you. By receiving this letter, your signature on the returned receipt indicates that you are aware of our permitting program. By leaving your facility on the Company's shoreline property, you are demonstrating that you will agree and be subject to the conditions listed on the following page and all other requirements of Entergy Arkansas, Inc. ("the Company"). Unless you resolve the noncompliance issue, your shoreline use will be **restricted** and you will be **penalized** as discussed below.

Having a shoreline facility on the Company's property is by permission. We expect you to resolve the noncompliance issue as discussed in our previous communications, or remove your entire facility from the Company's property. If you fail to do so within 30 days of receiving the letter, the following will apply:

- Your location will be flagged in our system as a "violation" and **your permit will be voided.** No new permit requests will be considered at this address until this is resolved and all future permits may be restricted.
- One month after you receive this letter, the processing fee to receive a permit of any kind **will increase by $50.**
- Every additional year after you receive this letter that your facility remains unpermitted and in violation, the processing fee for a permit **will increase $100/year.**
- The balance of any delinquent fees will be required before a permit of any kind will be issued to this property.

1030 AM June 23 2016
Send Shannon TODD - At [redacted]
[illegible] PS.

At present, your facilities are **considered unpermitted until you resolve this issue. If you are unresponsive or fail to comply with this request, the Company may be forced to take necessary legal actions to remove your facility from the lake.** Any costs incurred by the Company, including, but not limited to legal costs, removal cost, towing cost, storage cost, or any disposition cost, will be costs for which you are responsible, and for which legal action may be taken to recover.

The conditions for having a facility on the Company's property are as follows:

1. **A PERMIT MAY BE REVOKED BY COMPANY AT ANY TIME.** In the event the permittee fails to comply with any of the conditions and requirements of their permit, Company may revoke the subject permit as well as all rights and privileges, both current and future, associated with said permit. In the event Company revokes any permit, and owner fails to remove said facilities, Company may, and hereby has owner's permission and authorization, to remove said facilities at owner's expense. In the event litigation is required by Company to enforce any of its rights related to this process, owner shall be responsible to Company for Company's legal fees and all expenses incurred by Company in connection with its enforcement of said rights.

2. A permit applies only to the facilities and structures described within the permit application. Any **alterations, additions, relocations, or other physical changes to the facilities or structures must be approved by the Company prior to such changes. This includes but is not limited to: any changes to an existing facility's footprint, roofline, facility support structure, or location. Any unapproved alterations, additions, relocations, or other physical changes to any facility or structures may result in revocation of the permit and removal of the facility in accordance with the preceding paragraph.**

3. The facilities shall not be used for human habitation, nor shall any vessel of any description moored thereto have toilet facilities located thereon or therein, unless such toilet facilities shall meet the applicable city, county, state and federal standards for such facilities.

4. Owner agrees to defend, indemnify and hold harmless Company from and against all claims, losses, expenses, including attorney fees, or any other liability claimed against or incurred by the Company, including, but not limited to, property damages, personal injury, or loss of life arising out of the construction, maintenance, condition, or use of the facilities or structures covered by this permit. Further, owner assumes all risks of damages to said facilities or structures or to the property used or stored in connection therewith, resulting from lake level fluctuations or changes, waves caused by wind or vessels, or any other cause.

5. All facilities on Company property are subject to inspection by Company. If such an inspection reveals conditions that deviate from the approved plans, such conditions will be corrected immediately by the owner upon notification in writing, which will be sent to owner by certified mail. Failure by the owner to immediately take action to correct the conditions of which notification has been given by the required date as set forth in the notification will result in removal of the facility.

6. Owner agrees not to install any buoys, floats or other objects tied or anchored in a fixed position or location within the reservoir without obtaining approval from the proper regulatory authorities.

7. It is understood by Owner that all or a portion of the facilities herein described lies within the boundaries of FERC Project No. 271. Owner covenants and agrees that the use of the facilities or adjoining premises shall not endanger health, create a nuisance, or otherwise be incompatible with the overall Project recreational use. The Owner's use of the facilities or adjoining premises shall not adversely affect the environmental qualities, including aesthetic values of the area.

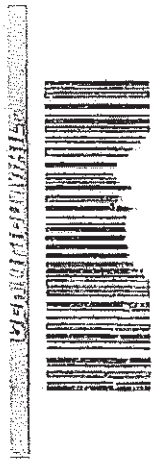
8. The Company and its successors and assigns have the right to use the project area for all Project purposes. Further, this installation is subject to any order, regulation or rule of the FERC or any other governmental agency which now is in effect or may hereafter be made affecting the reservoir or facilities herein described, and Owner hereby waives and releases any claim or action at law or equity that it may have against Company as the result of the compliance by Company with such order, rule or regulation.

9. Owner agrees that no drainage, including sewage from the premises, docks or boats moored to said docks or shoreline will contaminate or pollute the waters of the Lake and that he will control all drainage at all times so that it will comply with all applicable city, county, state and federal laws or regulations. If at any time violations of the above occur, the owner agrees to immediately correct same.

Sincerely,

David Batson/pam

David Batson/pam
Lakes & Property Coordinator
Hydro Operations

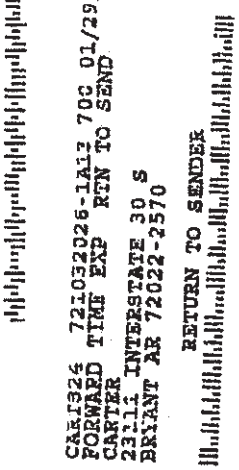


[redacted]

CARTER
23111 INTERSTATE 30 S
BRYANT AR 72022-2570

CARTER 721032026-1A13 70C 01/29/15
FORWARD TIME EXP RTN TO SEND

RETURN TO SENDER



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark Carter

[redacted]

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7012 3460 0002 0459 3387

PS Form 3811, July 2013

Domestic Return Rece[redacted]

7012 3460 0002 0459 3387

Entergy

Entergy Sensitive Operations

S1-Le-1

Entergy

Entergy Arkansas, Inc.
Lake Catherine/Hydro/Lynch
141 West County Line Road
Malvern, AR 72104
Tel: 501-844-2148

FILE COPY

Certified Mail # 7012 3460 0002 0459 3387

2nd Letter of Notice

January 26, 2015

Mark Carter
[redacted]

Re: **Notice of Unresolved Non-Compliance Issue**
Location: [redacted]
V13-0001

Mr. Carter

According to our records, you are the owner of the above referenced property adjacent to Lake Hamilton or Catherine and a shoreline facility (dock, boardwalk, seawall, etc.) is located at this address. All shoreline facilities and activities must be permitted to the current lakefront property owner and any **modifications not listed on the permit are in violation of that permits conditions thereby voiding it.**

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5. All facilities on Company property are subject to inspection by Company. If such an inspection reveals conditions that deviate from the approved plans, such conditions will be corrected immediately by the owner upon notification in writing, which will be sent to owner by certified mail. Failure by the owner to immediately take action to correct the conditions of which notification has been given by the required date as set forth in the notification will result in removal of the facility.

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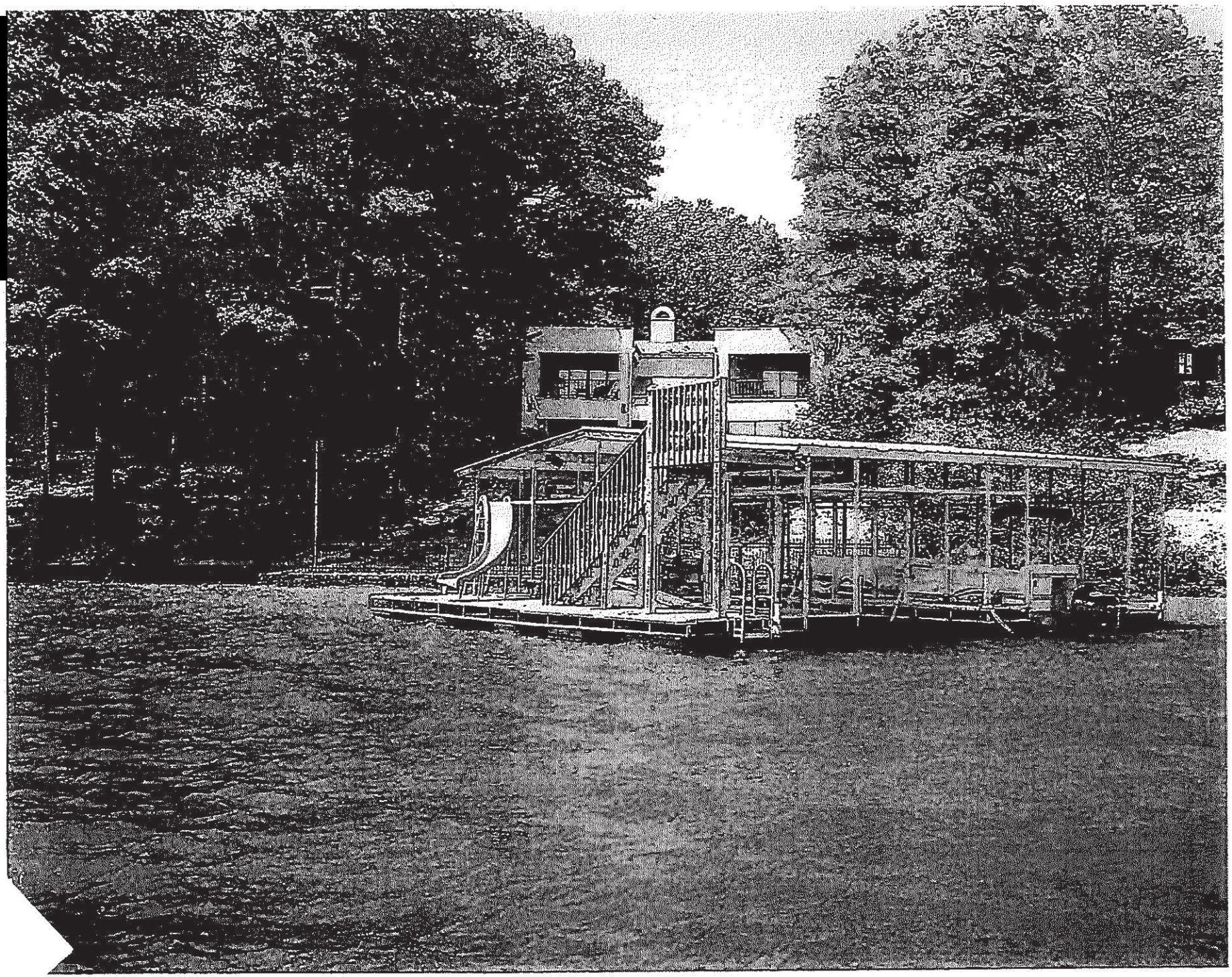
Sincerely,

David Batson

David Batson/dlp
Lakes & Property Coordinator
Hydro Operations