

**WETLAND RESTORATION SERVICES AGREEMENT
BY AND BETWEEN
PINE PRAIRIE ENERGY CENTER, LLC
AND
G.D.E. INVESTMENTS LA, LLC
MITIGATION BANK**

This Agreement is entered on the 1st day of July, 2011 by the above names parties for the purpose of documenting an agreement reached whereby G.D.E. Investments LA, LLC Mitigation Bank (hereinafter referred to as "GDE") will establish a Bottomland Hardwood Wetlands Restoration Site (hereinafter referred to as "Restoration Site") on behalf of Pine Prairie Energy Center, LLC, 333 Clay Street, Suite 1500, Houston, TX 77002.

The purpose of this agreement is to provide Pine Prairie Energy Center, LLC with sufficient off-site wetlands mitigation credits to satisfy US Army Corps of Engineers Clean Water Act Section 404 permit #MVN-2005-02018-WII which requires four tenths (.4) acre of wetlands restoration of the type described below as compensatory off-site wetlands mitigation for wetlands impacts associated with Pine Prairie Energy Center, LLC's permitted construction activities.

Considering the foregoing premises and mutual agreement, Pine Prairie Energy Center, LLC and GDE hereby agree to the following terms and conditions:

1. GDE owns or will own a sufficient interest of a Restoration Site in Evangeline Parish, Louisiana that meets parameters approved by the New Orleans District of the US Army Corps of Engineers for the provision of off site wetlands mitigation credits. The approval of the Restoration Site for off-site wetlands mitigation credits is evidenced by that Interagency Agreement, entered into between GDE and the US Army Corps of Engineers, executed by the Corps on April 16, 2007; and
2. The Restoration Site consists of cropland classified as prior converted wetlands, farmed wetlands or farmed wetlands pasture by the USDA, NRCS, prior to the initiation of restoration activities; and
3. A perpetual Mitigation Covenant replete with Restoration Plan will be placed on the deed for the Restoration Site. The Mitigation Covenant will be of a form approved by the US Army Corps of Engineers (hereinafter referred to USACE), and will be a burden on the land in perpetuity for GDE its heirs or assigns and all subsequent purchasers of the land; and
4. The Restoration Plan will entail reforestation of the Restoration Site(s) with site/species selected indigenous bottomland hardwood species such as Baldcypress,

Overcup oak, Nuttall oak, Willow oak, Swamp chestnut oak, Green ash, American sycamore, Pecan, Eastern cottonwood and other such indigenous hardwood species as may be appropriate for the Restoration Site(s); and

5. Chinese tallow invasion and prevailing drought conditions have necessitated planting on a higher density than 12-foot centers. To assure sufficient seedlings, the trees-per-acre requirement has been increased to 9-foot centers. This will result in an initial density of approximately 538 trees per acre. At one year, a 50% survival rate would mean a density of approximately 266 planted seedlings per acre.

6. A formal wetlands delineation based on the 1987 USACE Manual will be conducted during the fifth growing season. Hydrological modifications will be implemented after the fifth growing season as needed to insure the development of wetlands hydrology on the Restoration Site; and

7. GDE will provide an annual report to the USACE detailing its annual site visits, two and four year seedling survival inspections, the results of the formal wetlands delineation occurring during the fifth growing season and other relevant occurrences; and

8. As provided in the above referenced Mitigation Covenant, any silvicultural practices on all Restoration Sites will meet existing State Best Management Practices and all federal and/or state regulations existing at the time this agreement is entered into; and

9. Pine Prairie Energy Center, LLC hereby agrees to pay GDE a non-refundable payment of \$5,200.00 for four tenths(.4) acre of required wetlands mitigation as specified in Department of Army 404 permit #MVN-2005-02018-WII which contains language specifying that off-site wetlands mitigation is to be provided by GDE on Pine Prairie Energy Center, LLC's behalf. The total payment of \$5,200.00 is due and payable from Pine Prairie Energy Center, LLC to G. D. E. Investments LA, L.L.C., at 1150 Smede Hwy., Broussard, LA 70518, attention Greg Elliott, upon issuance of the Department of Army 404 permit referenced above. Upon receipt of said payment, GDE will accept responsibility for providing the referenced amount of wetlands restoration acres on behalf of Pine Prairie Energy Center, LLC per the terms given above; and

10. This Agreement constitutes the entire agreement between Pine Prairie Energy Center, LLC and GDE and may not be changed, amended, or modified, except as otherwise agreed in writing by both parties hereto; and


11. This Agreement shall be governed by the laws of the State of Louisiana and shall be binding upon and inure to the benefit of the successors and assigns of the undersigned parties.

In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized officers in accordance with all applicable laws.

Agreed to and accepted this the 18 day of JULY, 2011.


VICE PRESIDENT
Authorized Representative-Pine Prairie Energy Center, LLC

Agreed to and accepted this the 18 day of JULY, 2011.


F/GDE INVESTMENTS LA, LLC
Greg Elliott, Authorized Representative, G. D. E. Investments LA, L.L.C.