

COMMONWEALTH OF KENTUCKY

BEFORE THE KENTUCKY STATE BOARD ON
ELECTRIC GENERATION AND TRANSMISSION SITING

In the Matter of:

APPLICATION OF SUNCOKE ENERGY)
SOUTH SHORE LLC FOR A CERTIFICATE TO)
CONSTRUCT AND OPERATE A MERCHANT)
ELECTRIC GENERATING FACILITY AND A)
138KV NONREGULATED ELECTRIC)
TRANSMISSION LINE IN GREENUP)
COUNTY, KENTUCKY)

CASE NO.
2014-00162

RECEIVED
KENTUCKY STATE BOARD ON
DEC 22 2014
ELECTRIC GENERATION AND
TRANSMISSION SITING

**RESPONSE TO SITING BOARD STAFF’S FIRST DATA REQUEST TO SUNCOKE
ENERGY SOUTH SHORE LLC: SUPPLEMENT**

Comes the Applicant, SunCoke Energy South Shore LLC (“SunCoke”), to supplement its Response to the Siting Board Staff’s First Data Request (the “Staff’s First Request”) received by the Siting Board on December 15, 2014. In response to the Board’s Request Number Three (b), SunCoke provided that it “will produce copies of the applicable Memorandums of Option for each property as **Exhibit O** as soon as practical.” Staff’s First Request, p.3. SunCoke is now providing copies of the applicable Memorandums of Option to supplement the Staff’s First Request.

Respectfully submitted,

Max Bridges

Max Bridges
George L. Seay, Jr.
WYATT, TARRANT & COMBS, LLP
250 West Main Street, Suite 1600
Lexington, KY 40507-1746
859.233.2012

*Counsel for Applicant, SunCoke Energy South
Shore LLC*

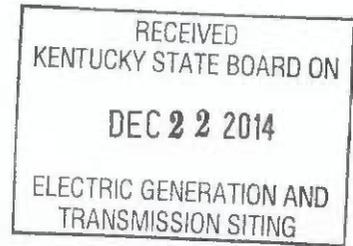
CERTIFICATE OF SERVICE

This is to certify that the original and ten true and correct copies of the foregoing have been filed in the office of the Kentucky State Board on Electric Generation and Transmission Siting, 211 Sower Blvd., Frankfort, Kentucky 40601 and that the following have been served via Federal Express on this the 23rd day of December, 2014:

Hon. Quang D. Nguyen
Division of General Counsel
Assistant Director
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602-0615
Telephone: (502) 564-3940, ext: 782-2586



Max Bridges
George L. Seay, Jr.
*Counsel for Applicant, SunCoke Energy South
Shore LLC*



MEMORANDUM OF OPTION

This Memorandum of Option is made and entered into effective this ____ day of December, 2014 by and between **SILOAM LAND PARTNERS, d/b/a Siloam, Land, Inc.**, as duly authorized trustee and agent for and on behalf of J. D. Atkinson, James E. Armstrong, John R. McGinnis, W. Terry McBrayer, Storm Inc., William D. Zabel, Trustee of the Trust under Article Three (D) of the Will of David Sawyer, deceased, f/b/o Lucas H. S. McFarland, Frank H. Warnock, Matthew Warnock, Anna M. Neal, and Carolyn P. Warnock (hereinafter referred to individually and collectively to as "Partners"), being all of the partners thereof and owners of the Seller's Property defined hereafter, with an address of P.O. Box 616, Greenup, Kentucky (collectively "**Seller**"), and **SUNCOKE ENERGY SOUTH SHORE, LLC**, a Delaware limited liability company, with an address of 1011 Warrenville Road, Suite 600, Lisle Illinois, 60532 ("**Purchaser**").

RECITALS:

WHEREAS, Seller owns certain real property in Greenup County, Kentucky which is more particularly described on Exhibit "A" (the "Property") attached hereto and made a part hereof; and

WHEREAS, Seller entered into an Option to Purchase Agreement with Purchaser as of June 25, 2008 and as amended by the First Amendment to the Option to Purchase dated December 22, 2008, the Second Amendment to the Option to Purchase dated as of December 22, 2009, the Third Amendment to the Option to Purchase dated June 30, 2011, the Fourth Amendment to the Option to Purchase dated September 6, 2013, and the Fifth Amendment to the Option to Purchase dated March 13, 2013 (individually and collectively referred to as "Purchase Option"), which grant Purchaser the right and option to purchase the Property together with all buildings, fixtures and improvements and all appurtenant rights, privileges and easements in accordance with the terms of the Purchase Option; and

WHEREAS, the parties wish to provide record notice of certain terms and conditions of the Purchase Option;

NOW, THEREFORE, Seller and Purchaser do hereby state the following:

1. Purchase Term. The term of this Purchase Option is for the period commencing on the date of the Purchase Option and continuing through May 15, 2015, unless extended or sooner terminated as provided by the Purchase Option.

2. Purchaser's Option to Purchase. Purchaser has the option to acquire the Property as more fully set forth in the Purchase Option as amended.

SELLER:

SILOAM LAND PARTNERS, d/b/a Siloam Land, Inc., as trustee for said partners

By: James D. Atkinson
James D. Atkinson, President

STATE OF KENTUCKY)
)
COUNTY OF GREENUP)

The foregoing instrument was acknowledged before me this 11 day of December, 2014, by James D. Atkinson the President of **SILOAM LAND PARTNERS**, d/b/a Siloam Land, Inc., as duly authorized trustee for said Partners, on behalf of the Partners.

Dan J. Bennett
Notary Public

My commission expires: 10/20/2016

Notary #B: 474756

PURCHASER:

**SUNCOKE ENERGY SOUTH SHORE,
LLC.**, a Delaware limited liability company

By: _____

Name: Ryan Osterholm

Title: V.P. Business Development

STATE OF IL)

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 19th day of December, 2014,
by Ryan Osterholm the VP of Bus. Development of **SUNCOKE ENERGY
SOUTH SHORE, LLC.**, a Delaware limited liability company, on behalf of the company.



Theresa M. Hernandez
Notary Public

My commission expires: 3-14-2015

This instrument prepared by:

David A. Meyer, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, OH 45202
5819335.3

LEGAL DESCRIPTION

172.31 acres

Unless otherwise indicated, any iron pin set (IPS) referred to herein, is a 5/8" diameter rebar 30 inches long with a plastic cap stamped "RLH KY 3582 OH 8280".

Being a description of the Atkinson, Armstrong, and McGinnis (D.B. 308, Pg. 246), McBrayer (D.B. 322, Pg. 90), Storm Inc. (D.B. 547, Pg. 143), Frank H. Warnock, Matthew Warnock, Anna M. Neal (fka Anna Michelle Warnock), Carolyn Warnock (D.B. 577 Pg. 73) property, near South Shore, in Greenup County, Kentucky.

Beginning at a 3/4" rebar set (with 4" aluminum cap stamped "Howerton Eng KY 3582" [typical]), in the line of DGGG Realty, LLC (D.B. 516, Pg. 14) and in the northerly right-of-way line of CSX Transportation (D.B. 158, Pg. 179), said 3/4" rebar bears N 24-52-44 W, 5.00' from an iron pin found (Howerton 2515) at the Southwest corner of said DGGG Realty.

Thence, with the northerly right-of-way line of CSX Transportation S 69-53-56 W, 1564.33' to a 3/4" rebar set in the line of Markwest Hydrocarbon Partners, LTD. (D.B. 368, Pg. 371), said 3/4" rebar set bears N 24-45-03 W, 5.00' from a concrete monument found at the Southeast corner of Markwest Hydrocarbon, passing iron pins set on line at 215.01' and 1354.31'.

Thence, with the line of said Markwest Hydrocarbon, N 24-45-03 W, 798.25' to an iron pin found (Biggs PLS 1965).

Thence, N 24-15-33 W, 300.33' to an iron pin found (Biggs PLS 1965).

Thence, N 24-37-26 W, 1000.24' to an iron pin found (Biggs PLS 1965).

Thence, N 24-36-38 W, 778.02' to an IPS.

Thence, N 25-20-43 W, 1510.76' to an iron pin found (Biggs PLS 1965), passing iron pins set on line at 210.77', 510.79', 860.77', and 1210.77'.

Thence, N 25-04-08 W, 50.15' to an iron pin found (Biggs PLS 1965).

Thence, N 25-04-08 W, 324.23' to a point at the low water mark of the Ohio River.

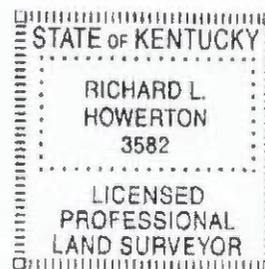
Thence, with the low water mark of the Ohio River the following seven (7) calls:
N 62-26-57 E, 99.16' to a point, N 63-30-24 E, 197.02' to a point, N 64-12-00 E, 292.34' to a point, N 65-44-24 E, 259.09' to a point, N- 66-26-18 E, 313.07' to a point, N 68-05-09 E, 269.23' to a point, N 68-20-42 E, 130.28' to a point at the Northwest corner of Kathy Reid. (D.B. 551, Pg. 699).

Thence, with the line of said Kathy Reid, then with the line of DGGG Realty, LLC (D.B. 516, Pg. 14) S 24-52-44 E. 4875.78' to the point of beginning, passing a $\frac{3}{8}$ " rebar set at 372.29, iron pins set at 784.61', 1128.62', 1493.6', 1858.6', 1928.59', 2178.59', 2429.09', passing an iron pin found (RAH 2512) at 2708.59', passing iron pins set at 2859.01', 3065.79', 3365.78', 3715.75', 4134.25', and 4535.75' containing 172.31 acres.

The above-described parcel is subject, however, to any rights of way, easements, and conveyance if any, that may be on legal record covering said property.

For a more detailed description, see plat of survey for job #310-015 by Richard L. Howerton, PLS #3582, of Howerton Engineering & Surveying, PLLC in Greenup, KY, dated December 12, 2014.

Richard L. Howerton 12/12/2014
Richard L. Howerton PLS # 3582



LEGAL DESCRIPTION

20.65 acres

Unless otherwise indicated, any iron pin set (IPS) referred to herein, is a 5/8" diameter rebar 30 inches long with a plastic cap stamped "RLH KY 3582 OH 8280".

Being a description of the Atkinson, Armstrong, and McGinnis (D.B. 308, Pg. 246), McBrayer (D.B. 322, Pg. 90), Storm Inc. (D.B. 547, Pg. 143), Frank H. Warnock, Matthew Warnock, Anna M. Neal (aka Anna Michelle Warnock), Carolyn Warnock (D.B. 577 Pg. 73) property, near South Shore, in Greenup County, Kentucky.

Beginning at a 3/4" rebar set (with 4" aluminum cap stamped "Howerton Eng KY 3582" [typical]), Northwest corner of Paul D. Gibson (D.B. 556, Pg. 40) and in the southerly right-of-way line of CSX Transportation (D.B. 158, Pg. 179).

Thence, with the line of said Gibson (D.B. 556, Pg. 40) and then Paul D. Gibson (D.B. 392, Pg. 356), S 24-51-35 E, 648.00' to an iron pipe found at the Southwest corner of said Gibson (D.B. 392, Pg. 356) and in the northerly right-of-way line of U.S. 23, passing an IPS on line at 388'.

Thence, with the right-of-way of U.S. 23 the following four (4) calls:

S 73-15-44 W, 45.89' to an IPS;

S 81-47-34 W, 201.74' to an IPS;

S 73-15-44 W, 573.58' to an IPS;

S 72-30-40 W, 761.18' to an iron pin found (Biggs PLS 1965) at the Southwest corner of Markwest Hydrocarbon Partners, LTD (D.B. 368, Pg. 371).

Thence, with the line of said Markwest Hydrocarbon, N 24-33-26 W, 320.23' to an iron pin found (Biggs PLS 1965).

Thence, N 24-29-52 W, 214.48' to a 3/4" rebar set in the southerly right-of-way line of aforesaid CSX Transportation, passing an iron pin found (Biggs PLS 1965) at 204.22'.

Thence, with the southerly right-of-way line of CSX Transportation, N 69-53-50 E, 1563.77' to the point of beginning, passing iron pins set on line at 200.01', and 1358.77', containing **20.65 acres**.

The above-described parcel is subject, however, to any rights of way, easements, and conveyance if any, that may be on legal record covering said property.

For a more detailed description, see plat of survey for job #310-015 by Richard L. Howerton, PLS #3582, of Howerton Engineering & Surveying, PLLC in Greenup, KY, dated December 12, 2014.

Richard L. Howerton 12 12 2014
Richard L. Howerton PLS # 3582



www.howertoneng.com

404-A Main Street • Greenup, KY 41144 • (606) 473-5684 • FAX: (606) 473-5682

533 Second Street • Portsmouth, OH 45662 • (740) 354-3684 • FAX: (740) 354-3680



Shipment Receipt

Address Information**Ship to:**

Linda H Schaffer
KMK Law
1 E 4TH ST STE 1400

CINCINNATI, OH
452023708
US
8652885200

Ship from:

Reception Desk
SunCoke Energy
1011 Warrenville Rd
Suite 600

Lisle, IL
60532
US
6308241000

Shipment Information:

Tracking no.: 772320418218

Ship date: 12/19/2014

Estimated shipping charges: 10.71

Package Information

Pricing option: FedEx Standard Rate

Service type: Standard Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 1 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:

Bill transportation to: SunCoke-244

Your reference: 72286 - Lisa Natter

P.O. no.:

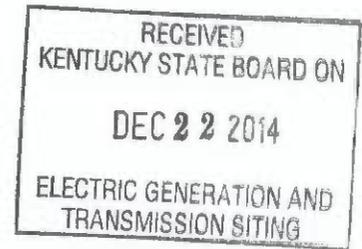
Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.



MEMORANDUM OF OPTION

This Memorandum of Option is made and entered into effective this 22 day of December, 2014 by and between **KATHY REID**, with an address of 198 Springfield Ln, Jacksboro, TN 37757 ("**Seller**"), and **SUNCOKE ENERGY SOUTH SHORE, LLC**, a Delaware limited liability company, with an address of 1011 Warrenville Road, Suite 600, Lisle Illinois, 60532 ("**Purchaser**").

RECITALS:

WHEREAS, Seller owns certain real property in Greenup County, Kentucky which is more particularly described on Exhibit "A" (the "Property") attached hereto and made a part hereof; and

WHEREAS, Seller entered into a Purchase Option Agreement with Purchaser as of November 18, 2010 and as amended by the First Amendment to Purchase Option Agreement dated June 22, 2012, the Second Amendment to Purchase Option Agreement dated as of June 26, 2013, and the Third Amendment to Purchase Option Agreement dated March 15, 2014 (collectively "Purchase Option") which grant Purchaser the right and option to acquire the Property, together with the buildings, fixtures, improvements, appurtenant rights, privileges and easements referred to therein and in accordance with the terms of the Purchase Option; and

WHEREAS, the parties wish to provide record notice of certain terms and conditions of the Purchase Option.

NOW, THEREFORE, Seller and Purchaser do hereby state the following:

1. Purchase Term. The term of this Purchase Option is for the period commencing on the date of the Purchase Option and continuing until June 30, 2015, unless extended or sooner terminated as provided by the Purchase Option.

2. Purchaser's Option to Purchase. Purchaser has the option to acquire the Property as more fully set forth in the Purchase Option.

SELLER:

KATHY REID

Kathy Reid
Kathy Reid

STATE OF Tennessee)
COUNTY OF Compton)

The foregoing instrument was acknowledged before me this 15 day of December, 2014, by KATHY REID, the owner of the Property.

Wesley S. ...
Notary Public

My commission expires: July 2, 2016

PURCHASER:

**SUNCOKE ENERGY SOUTH SHORE,
LLC, a Delaware limited liability company**

By: J.S. Wozek
Name: Jeff S. Wozek
Title: VP Coal Procurement + Logistics

STATE OF Illinois)
)
COUNTY OF DeWitt)

The foregoing instrument was acknowledged before me this 22 day of December, 2014,
by Jeff S. Wozek, the VP Coal Procurement + Logistics of **SUNCOKE
ENERGY SOUTH SHORE, LLC**, a Delaware limited liability company, on behalf of the
company.

[Signature]
Notary Public

My commission expires: 09/04/2017

This instrument prepared by:

David A. Meyer, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, OH 45202
58191112.2



LEGAL DESCRIPTION

72.04 acres

Unless otherwise indicated, any iron pin set (IPS) referred to herein, is a 5/8" diameter rebar 30 inches long with a plastic cap stamped "RLH KY 3582".

Being a description of the remainder of Tract 4 of the Kathy Reid Property (D.B. 551, Pg. 699), near Siloam, in Greenup County, Kentucky, and more particularly described as follows:

Beginning at a 1/2" iron pin found (RAH2512) in the westerly right of way line of Johnson Lane and being the Northeast corner of DGGG Realty, LLC (D.B. 516, Pg. 14).

Thence, with the North line of said DGGG Realty, S 69-53-15 W, 1221.21' to a 1/2" iron pin found (RAH2512) in the line of Atkinson, Armstrong, and McGinnis (D.B. 308, Pg. 246), McBrayer (D.B. 322, Pg. 90), Storm Inc. (D.B. 547, Pg.143), Warnock & Warnock (D.B. 429, Pg. 199 & D.B. 441, Pg. 74) and Zabel (D.B. 500, Pg. 259), passing a 1/2" iron pin found (RAH2512) on line at 219.94', a 1/2" iron pin found (RLH KY 3582) at 527.52' and another 1/2" iron pin found (RAH2512) at 865.07'.

Thence, leaving the line of DGGG Realty, and with the line of said Atkinson, Armstrong, and McGinnis (D.B. 308, Pg. 246), McBrayer (D.B. 322, Pg. 90), Storm Inc. (D.B. 547, Pg.143), Warnock & Warnock (D.B. 429, Pg. 199 & D.B. 441, Pg. 74) and Zabel (D.B. 500, Pg. 259), N 24-52-44 W, 2708.59' to a point at the low water mark of the Ohio River, passing iron pins set on line from previous survey (5/8" rebar/cap RLH 3582) at 279.50', 530.00', 780.00', 849.99', 1214.99', 1579.97', 1923.98', and a 3/4" rebar with 4" Alum. Cap stamped "Howerton Eng Ky3582" at 2336.30'.

Thence, with the low water mark of the Ohio River the following seven (7) calls:

N 67-58-05 E. 204.05' to a point, N 68-46-50 E. 124.18' to a point, N 69-13-28 E. 262.66' to a point, N 69-20-04 E. 232.68' to a point, N 70-12-43 E. 126.91' to a point, N 68-19-22 E. 99.24' to a point, N 65-47-49 E. 199.02' to a point, a corner to Kathy Reid (D.B. 551, Pg. 699, Tract 1).

Thence, with the line of said Tract 1, and the aforesaid westerly right of way line of Johnson Lane (50' R/W), S 24-15-52 E, 1255.83' to an Iron Pin Set, passing an iron pin found on-line at 315.98' (Barker 2630), and 1/2" iron pins found (RLH KY 3582) on-line from a previous survey at 637.12', 937.12', and 1237.12'.

Thence, leaving the westerly right of way of Johnson Lane, with a new line through the lands of the said Kathy Reid Tract 4, N 89-58-58 W 286.64' to an Iron Pin Set.

Thence, the same, S 00-00-00 W, 526.75' to an Iron Pin Set.

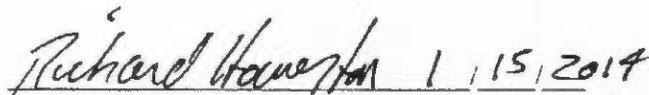
Thence, the same, S 89-38-33 E, 525.53' to a 1/2" iron pin found (RLH KY 3582) in the westerly right of way line of Johnson Lane.

Thence, with the right of way line of Johnson Lane, S 24-15-52 E, 900.00' to the point of beginning, passing 1/2" iron pins found (RLH KY 3582) on-line at 300.00' and 600.00'.

Containing **72.04 acres**.

The above-described parcel is subject, however, to any rights of way, easements, and conveyance if any, that may be on legal record covering said property.

For a more detailed description, see plat of survey #840, by Richard L. Howerton, PLS. #3582, of Howerton Engineering & Surveying, PLLC in Greenup, KY, dated January 15, 2014.



Richard L. Howerton PLS # 3582