

COMMONWEALTH OF KENTUCKY  
BEFORE THE KENTUCKY STATE BOARD ON  
ELECTRIC GENERATION AND TRANSMISSION SITING

In the Matter of:

ELECTRONIC APPLICATION OF FRON BN, LLC	)	
(FRONTIER SOLAR) FOR A CERTIFICATE OF	)	
CONSTRUCTION FOR AN APPROXIMATELY 120	)	
MEGAWATT MERCHANT SOLAR ELECTRIC	)	
GENERATING FACILITY AND NONREGULATED	)	Case No. 2023-00360
ELECTRIC TRANSMISSION LINE IN MARION AND	)	
WASHINGTON COUNTIES, KENTUCKY	)	
PURSUANT TO KRS 278.700 AND 807 KAR	)	
5:110	)	

**MOTION TO AMEND TRANSMISSION LINE ROUTE  
AND PETITION FOR CONFIDENTIAL PROTECTION**

FRON bn, LLC (the “Applicant” or "Frontier Solar”), pursuant to the Order issued Kentucky State Board on Electric Generation and Transmission Siting (the “Siting Board” or “Board”) issued on June 25, 2024, and other applicable law, and hereby moves the Siting Board to amend the location of the transmission line granted in the above-captioned matter and petitions the same for confidential protection of certain information in connection therewith. In support of this Motion, Frontier Solar respectfully states as follows.

**I. Procedural History**

Frontier Solar submitted an application for a certificate of construction for a 120 megawatt (MW) solar merchant electric generating facility and nonregulated transmission line (the “Project”) on December 28, 2023, which was administratively accepted by the Board on January 2, 2024. On June 25, 2024, the Siting Board issued an Order granting Frontier Solar’s construction certificate application subject to certain mitigation measures and conditions outlined in Appendix A thereof. Mitigation measure 35 provides as follows:

“Frontier Solar shall adhere to the proposed transmission route presented in the application. Should Frontier Solar find it necessary to include any parcel of land not included in this response in order to finalize the route of the proposed transmission line, Frontier Solar shall return to the Siting Board to request an amendment to the location of the transmission line.”

Frontier Solar has found it necessary to include an additional parcel of land to the proposed transmission route and, pursuant to mitigation measure 35, hereby requests the Board for an amendment to the location of the transmission line.

## **II. Motion to Amend the Transmission Line Route**

### **a) Amended Description of Transmission Route**

Pursuant to mitigation measure 35, the Applicant hereby requests amendment to its transmission line route to add one additional parcel, identified as Parcel 063-015. A map set depicting the original transmission line route and names of landowners of parcels over which the line will cross is enclosed as Exhibit 1; and a map set depicting the amended transmission line route and names of landowners of parcels over which the line will cross is enclosed as Exhibit 2. The addition of Parcel 063-015 will reduce the distance between the line and the nearest nonparticipating residential structure 35 feet from the original 250 feet to 215 feet. In addition, Frontier Solar hereby provides a redacted copy of the site control agreement for Parcel 063-015, enclosed as Exhibit 3. The landowners of Parcel 063-015, and landowners adjoining thereto, received proper notice of Frontier Solar's application for a construction certificate for the nonregulated electric transmission line through legal notices placed in The Lebanon Enterprise and Springfield Sun, published on December 27, 2023, and included as Exhibit B-2 to Frontier Solar's construction certificate application.

The route of the nonregulated electric transmission line, as amended, will start at the Project's onsite substation, located at approximate coordinates 37°37'02.65" N 85°16'07.74" W. The transmission line will be located within a 75-foot right-of-way and travel overhead

approximately 9,609 feet (1.82 miles) to the point of interconnection (POI). The proposed 75-foot right-of-way corridor for the transmission line will be located within seven parcels. The line will terminate at the Project's POI, an existing 138 kV utility substation owned and operated by LG&E/KU located on Radio Station Road in Lebanon, Kentucky ("Lebanon Substation").

From the Project substation located on Parcel 055-003, the transmission line will turn south then southeast along the eastern boundary line of Parcel 055-003 and continue along the eastern boundary line of Parcel 055-041; the line will then turn east and run along the northern boundary line of Parcel 055-006 then southeast along Parcel 055-005, and turn southward along the eastern boundary lines of Parcels 055-006 and 055-052; the line will then turn east, cross Springfield Highway (KY 55) into Parcel 063-015, then turn south to its terminus at the Lebanon Substation located on Parcel 063-016.

The transmission line will be located approximately 215 feet from the nearest non-participating residential structure and no participating properties hosting Project generation infrastructure are located near the proposed route.<sup>1</sup>

b) Amended Description of Transmission Line

As required by KRS 278.714(2)(c), the nonregulated electric transmission line is a 138 kV (120 MW capacity) line supported by 31 power poles that will interconnect to the Lebanon Substation via a 138 kV circuit breaker. It is anticipated that the nonregulated electric transmission poles will not exceed 110 feet above grade. The transmission line will not significantly alter the

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<sup>1</sup> Notably, the nearest nonparticipating residential structure would be located on Parcel 063-015-02, which belongs to relatives of David Clark, owner of Parcel 063-015. Given the existing characteristics of the Project's transmission line and that the nearest nonparticipating landowner to the transmission line route is a family member of a participating landowner, the Project does not anticipate the reduction in distance to the nearest nonparticipating landowner from 250 feet to 215 feet to have an adverse impact on the Parcel 063-015-02.

viewshed due to multiple factors including the presence of other existing transmission lines, the area's rolling topography, and existing vegetation.

As required by KRS 278.714(2)(d), the nonregulated electric transmission line will be constructed and maintained in accordance with accepted engineering practices and the National Electric Safety Code. The transmission line will maintain sufficient clearance from any existing electric service line, power pole, and guy wire, and will pass under existing 345 kV transmission lines for substation interconnection. The Project will follow NESC and utility guidelines for line installation.

### **III. Petition for Confidential Protection**

In conjunction with the proposed amendment to Project transmission facilities via inclusion of Parcel 063-015 (the "Clark Easement") to the transmission route, Frontier Solar hereby seeks confidential protection for materials terms of the Clark Easement.

807 KAR 5:110, § 5 provides the procedure by which certain information filed with the Siting Board shall be treated as confidential. 807 KAR 5:110, § 5(2)(a)(1) provides that the party seeking confidentiality must "establish each basis upon which the petitioner believes the material should be treated as confidential" in accordance with KRS 61.870 to 61.884, the Kentucky Open Records Act (KORA). KORA excludes certain records from public disclosure. Specifically, KRS 61.878(1)(c)(1) exempts from disclosure:

"Records confidentially disclosed to an agency or required by an agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records[.]"

This exception is to protect the records of private entities which are required to disclose confidential or proprietary records to a public agency if disclosure of those records would place the private entities at a competitive disadvantage.<sup>2</sup>

Specifically, Frontier Solar is seeking confidential protection of the material terms contained in the Clark Easement pursuant to KRS 61.878(1)(c)(1). Material terms include information such as the payment amounts; escalation of payments; remedies available to the parties for nonperformance of terms; economic terms other than payment rates and related escalations such as signing payments, crop damage calculations, and extension fees; the structure of the agreement term including the outside date for commencement; and treatment of taxes related to the transaction.

The Clark Easement, if submitted unredacted, would reveal commercially sensitive information regarding the internal ability and workings of Frontier Solar and its affiliates — in particular, how they evaluate certain land areas for projects, evaluate potential networks, and respond to various issues that arise in merchant solar projects, including negotiated prices and terms for property rights. The price terms negotiated and form provisions, and related acquisition strategy then demonstrate innovative and proprietary processes developed through experience and used by Frontier Solar and its affiliates to develop these facilities and networks. If the material terms of the Clark Easement were divulged, it would cause injury by placing Frontier Solar at a competitive disadvantage.

In compliance with 807 KAR 5:110, § 5 and 807 KAR 5:001, § 13(2)(a)(3), Frontier is filing with the Siting Board one copy of the identified document entirely unredacted and with highlighting of the material for which confidential treatment is sought. The unredacted copy is

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<sup>2</sup> Ky. OAG 97- ORD-66 at 10 (Apr. 17, 1997).

filed under seal pursuant to the instructions regarding confidential filings in the March 24, 2020 Order issued in Case No. 2020-00085, and a redacted version is publicly filed herewith.

Per 807 KAR 5:001, § 13(2)(a)(2), Frontier requests that this information be kept confidential for a period of forty (40) years, the anticipated lifetime of the Project, from the date of the order granting this motion, in light of competitive conditions in the merchant solar industry.

#### **IV. Conclusion**

WHEREFORE the Applicant, FRON bn, LLC, respectfully requests that the Siting Board:

- 1) approve the requested amendment to the route of the nonregulated electric transmission line to include the Clark Easement;
- 2) approve the requested amendment to the description of the nonregulated electric transmission line; and
- 3) grant confidential treatment of the material terms of the Clark Easement as described herein, both filed under seal and shown as redacted in the publicly-filed easement.

Respectfully submitted,

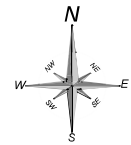


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# **EXHIBIT 1**

NOT FOR CONSTRUCTION



LEGEND:-	
SYMBOL	DESCRIPTION
	SITE BOUNDARY
	SITE FENCE
	PROPOSED 138kV GEN-TIE LINE ROUTE
	PROPOSED GEN TIE STRUCTURE

Note:-  
\* All Dimensions Are in Feet.  
\* Coordinates System :-  
UTM84-16N,UTM-WGS 1984 datum, Zone 16 North, Meter; Cent, Meridian 87d W  
\* Tree cutting considered

DATE	REV.	REVISION HISTORY	DRN, BY	CKD, BY	APPD, BY
2023-12-21	09	LAND BOUNDARY AND CONSTRAINTS REVISED	MA	PS	KP
2023-09-22	08V04	MATTINGLY KEVIN PROPERTY & PINKSTON (KIM) PROPERTY USED	SS	PS	KP
2023-08-29	07	LAND BOUNDARY REVISED	SS	PS	KP
2023-05-06	06	LAND BOUNDARY REVISED	MA	PS	KP
2023-03-27	05V02	DC CAPACITY AND GCR REVISED	MA	PS	KP
2022-10-27	04	NEW PARCEL ADDED & AC CAPACITY REVISED	MA	PS	KP
2022-09-07	03	NEW PARCEL ADDED & AC CAPACITY REVISED	MA	PS	KP
2022-08-02	02	ATI TRACKER USED	YS	PS	KP
2022-07-27	01	WET LAND DELINEATION ADDED	YS	PS	KP
2022-03-31	00	FIRST ISSUE	MA	PS	KP

	<b>BrightNight Power</b>
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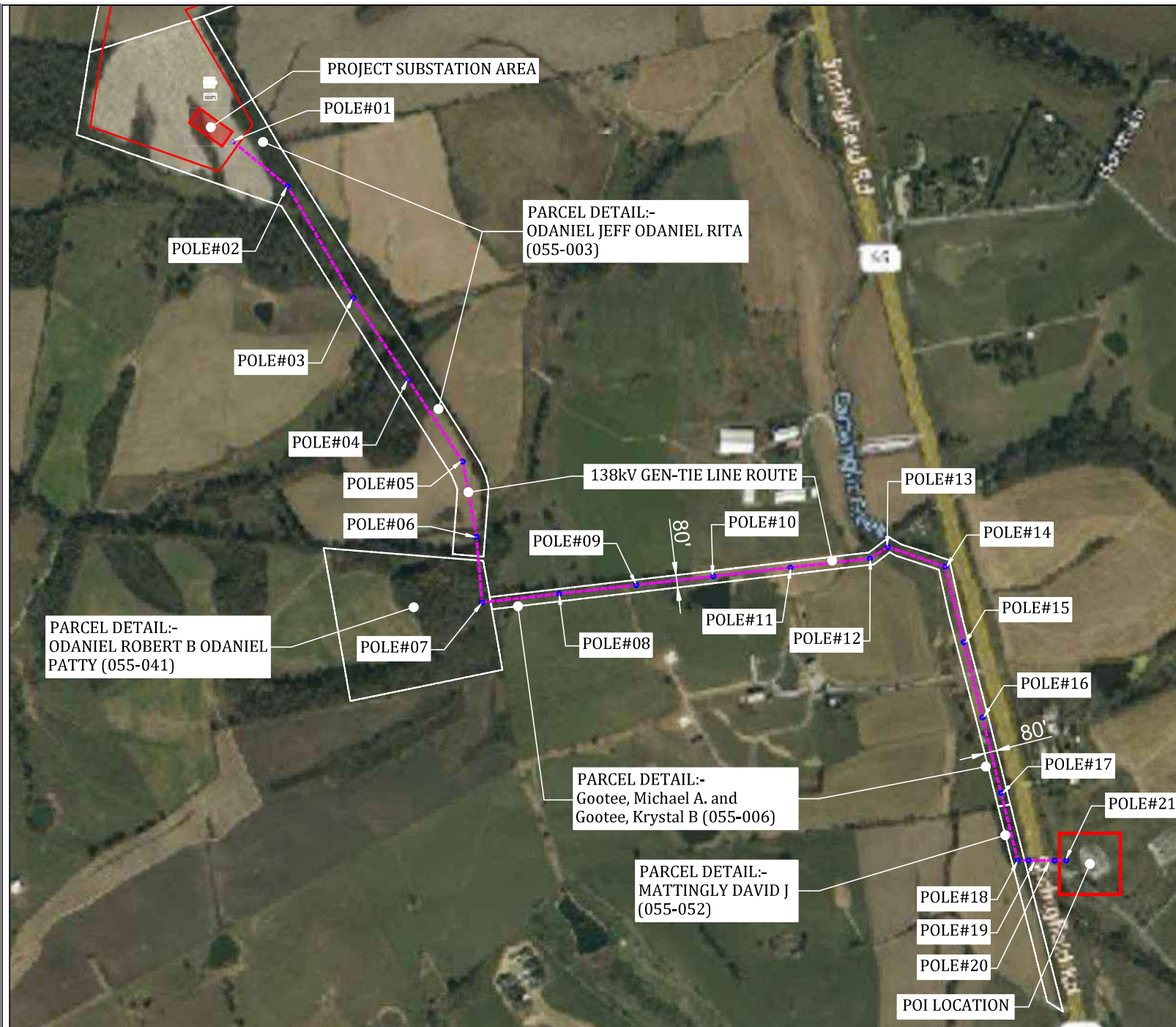
PROJECT NAME	FRONTIER (FRON)
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TITLE:-	138kV GEN-TIE LINE ROUTE LAYOUT
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APPROVED	PURPOSE CODE	DRAWING NO.	REV.	SHEET
	00	09		4 OF 5

SCALE	NTS	ISSUE FOR PERMIT
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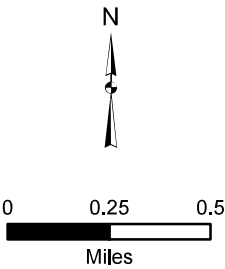






- Legend**
- Neighborhoods
  - Buildings
  - Transmission Line
  - - - One Mile Buffer
  - Parcel Boundary

No schools or parks identified within a one-mile buffer.



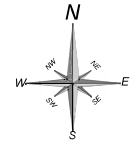
**Figure 2**  
**Frontier Solar Project**  
Marion and Washington  
Counties, Kentucky  
December, 2023



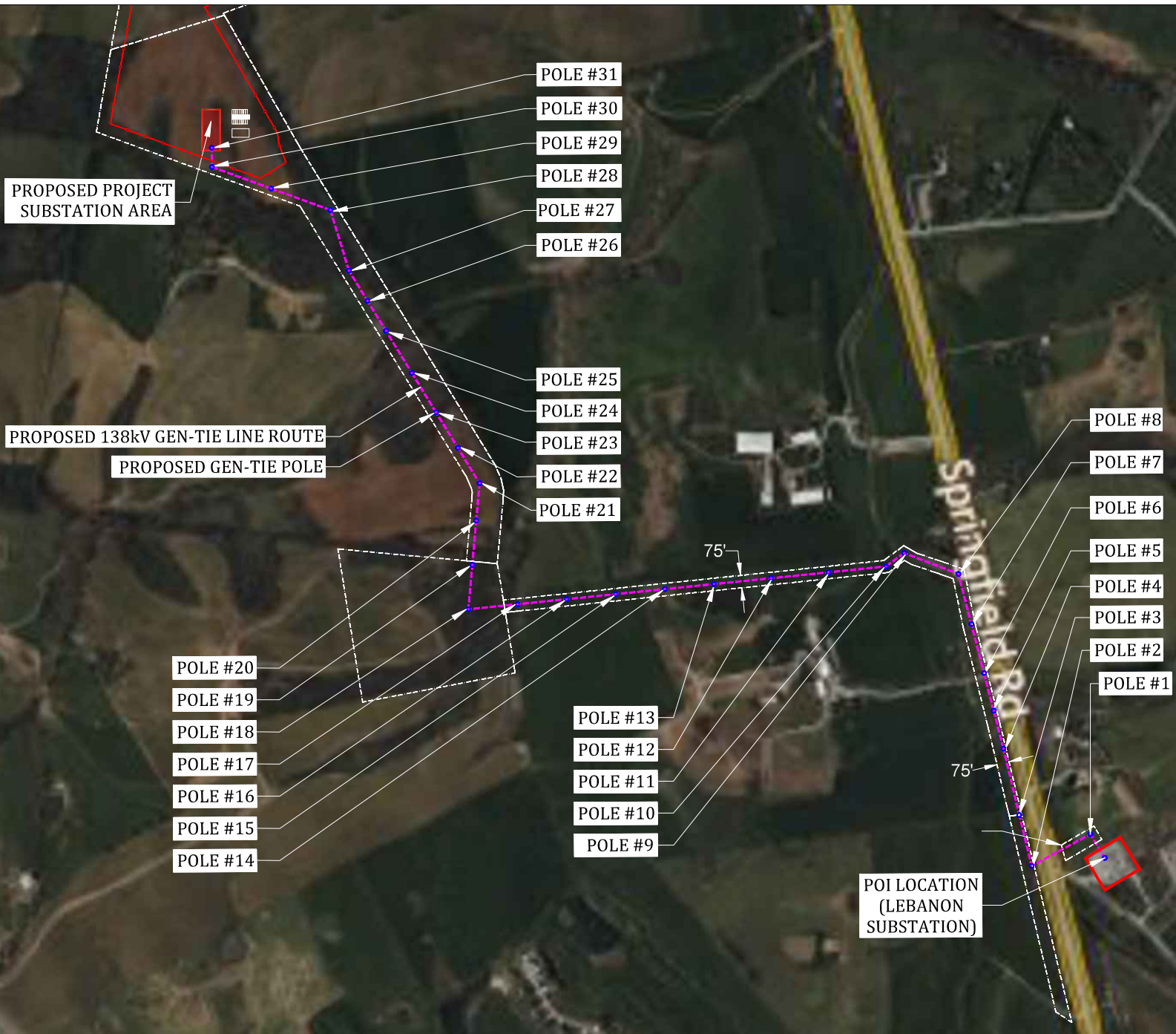
Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community  
Kentucky Division of Geographic Information; NAD 1983 StatePlane Kentucky North FIPS 1601 Feet

# **EXHIBIT 2**

NOT FOR CONSTRUCTION




LEGEND:-	
SYMBOL	DESCRIPTION
	SITE BOUNDARY
	SITE FENCE
	GEN-TIE LINE (PROPOSED 138kV LINE ROUTE)
	GEN TIE STRUCTURE (PROPOSED)



Note:-

- \* All Dimensions Are in Feet.
- \* Coordinates System :-
  - NAD83 Kentucky State Plane, South Zone, US Foot.
- \* Tree cutting considered except on Federal and State areas

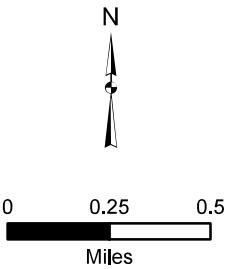
DATE	REV.	REVISION HISTORY	DRN. BY	CKD. BY	APPD. BY
2025-06-03	01	FIRST ISSUE	SP	YS	KP
		BrightNight Power			
PROJECT NAME		FRONTIER			
TITLE:-		138KV GEN-TIE LINE ROUTE LAYOUT			
SCALE	PURPOSE CODE	SHEET SIZE	REV.	SHEET	
NTS	ISSUE FOR PERMIT	36"X24"	01	1 OF 2	
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- Legend**
- Building
  - Neighborhood
  - Transmission Line
  - - - One Mile Buffer
  - Parcel Boundary

No schools or parks identified within a one-mile buffer.



**Figure 2**  
**Frontier Solar Project**  
Marion and Washington  
Counties, Kentucky  
May 2025



Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community  
Kentucky Division of Geographic Information; NAD 1983 StatePlane Kentucky North FIPS 1601 Feet

# **EXHIBIT 3**

## Energy Easement Option Agreement

This Energy Easement Option Agreement (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between David C. Clark, single (“**Grantor**”) and FRON bn, LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as (“**Party**”) and are collectively referred to as (“**Parties**”).

### RECITALS

- A. Grantor is the owner of the “**Premises**” described herein as Exhibit A.
- B. Grantee is exploring the possibility of developing, owning and operating an electrical transmission line (“**Project**”).
- C. Grantee desires to obtain certain easements, easement rights and other rights, and Grantor desires to grant certain easements and other rights, on the Premises for energy purposes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1. OPTION AND EASEMENT**

Section 1.1 Option. Grantor grants to Grantee an exclusive option (“**Option**”) to acquire the Energy Easement (as defined below) on the following terms and conditions:

(a) Option Term. The term of the Option shall begin on the Effective Date and expire on [REDACTED] (the “**Option Term End Date**”), with the time between the Effective Date and the Option Term End Date being the (“**Option Term**”).

(b) Payment. Upon Grantor’s execution of this Agreement, Grantee shall pay to Grantor, [REDACTED] for the Option (the “**Option Payment**”).

(c) Use of Premises During Option Term. During the Option Term, Grantee and its employees, agents and contractors shall have a non-exclusive right to enter the Premises and the right of ingress and egress over and across the Premises for the purposes of (i) surveying the Premises and (ii) performing such test and studies on, over, under, and across the Premises as Grantee may desire in connection with the Option, including without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil testing, provided that such activities do not unreasonably interfere with Grantor’s use of the Premises. Grantee shall provide Grantor at least two (2) business days’ prior written notice of its intent to access the Premises for purposes of this Section 1.1(c).

(d) Exercise of Option. Grantee may exercise the Option by giving written notice to Grantor (“**Option Notice**”) at any time during the Option Term. Upon delivery of the Option Notice, the Energy Easement shall automatically become effective, and Grantor and Grantee shall be subject

to all of the terms and conditions of this Agreement with respect to the Energy Easement and all related rights and obligations.

Section 1.2     Energy Easement.

(a)     Upon Grantee's exercise of the Option and presentation of the original Deed of Easement by Grantee to Grantor, Grantor shall promptly, [REDACTED] execute and deliver to Grantee a deed of easement in the form attached hereto as Exhibit A-1, which shall grant Grantee, an exclusive, irrevocable, perpetual easement on, along, over, under and across a portion of the Premises as identified as the Proposed Siting Corridor in Exhibit A-2 ("**Easement Area**") for the purposes of developing, constructing, erecting, maintaining, improving, replacing, reconstructing, relocating, removing, and using overhead and underground wires and cables and a line or lines of towers or poles with such wires and cables suspended therefrom ("**Facilities**") for the purpose of transmitting or collecting electrical energy, data, and communications, along with other appliances and fixtures used in connection with said Facilities ("**Energy Easement**").

(b)     The precise size and location of the Easement Area will be determined after the Effective Date. After Grantee determines the Easement Area, a legal description of the Easement Area shall be attached to this Agreement as Exhibit B with Grantor's initials affixed thereto memorializing Grantor's consent to the Exhibit B, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall the Easement Area extend outside the 0.59 acre Premises absent additional consideration paid to Grantee and a written addenda signed by both parties memorializing this expansion or relocation.

(c)     Additional Documents. The parties agree to cooperate fully and execute any and all supplemental documents which are reasonably necessary, and to take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement, including a recordable document memorializing that Grantor has granted the Easement to Grantee.

(d)     Compliance with Law. Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful purposes or in such a manner as to constitute a nuisance.

(e)     Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Grantee shall maintain the Grantee's Facilities located in the Easement Area at Grantee's sole cost and expense. After initial construction of Facilities, Grantee shall maintain the Easement Area in a neat and orderly condition and shall not permit brush, vines, explosives, , or toxic materials or abandoned equipment, supplies or materials to remain upon the Premises or the Easement Area.

(f) Taxes. [REDACTED]

### Section 1.3 Temporary Construction Easement.

Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive right, privilege and easement over and across Grantor's existing driveway on the Premises and along the western and/or southern edge of the Premises to the Easement Area for access to and for construction, maintenance, repair and replacement of above-ground pole(s) or tower(s) and cables or wires within the Easement Area (the "**Temporary Construction Easement**"). The Temporary Construction Easement includes, but is not limited to, the right and privilege by Grantee to access the Easement Area with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair and replace the single above-ground pole(s) or tower(s) and cables or wires within the Easement Area, as well as a 300-foot radius surrounding the location of the above-ground pole(s) or tower(s) and cables for construction within the Easement Area. Following the completion of all construction activities described above, Grantee shall reasonably restore the property disturbed by the construction activities within the Temporary Construction Easement, including reseeded and stabilizing such areas. Grantee shall use the Temporary Construction Easement solely for the purpose described in this Section 1.3 and for no other purpose. In no event may any use of the Temporary Construction Easement by Grantee and its employees, agents, contractors, successors and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Construction Easement area.

## ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (a) Grantee's failure to exercise the Option within the Option Term.
- (b) The written agreement of the Parties to terminate this Agreement;
- (c) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.
- (d) In the event of termination of this Easement, Grantee shall peaceably and quietly vacate, surrender and return the Easement Area to Grantor. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Office of the Clerk of Marion County, Commonwealth of Kentucky.

Section 2.2 Decommissioning. If Grantee exercises its Option and decides, in its sole discretion, to place any Facilities on the Premises, then upon the earlier of either the termination of this Agreement or the termination of Grantee's Project, Grantee shall restore the Premises to a condition substantially to that which existed prior to the construction of the Facilities, and comply



with all federal, state and local laws and regulations. This restoration shall occur within 12-months of either this Agreement or the subject Project being terminated. [REDACTED]

[REDACTED] Upon the successful decommissioning of the Project, this Agreement and easements granted hereunder shall terminate and be of no further force and effect and Grantor and Grantee shall have no further obligations pursuant to the terms of this Agreement. Obligations which may persist from the active term of this Agreement shall not be affected. [REDACTED]

[REDACTED] before the start of construction on the Premises, Grantee shall obtain and deliver to Grantor a restoration bond, or similar financial assurance, (the “**Restoration Bond**”) securing performance of Grantee’s obligation, upon exercise of a termination right granted hereunder or other termination of this Agreement, to remove the Facility and all other improvements made to and located on the Premises and to fully restore the Premises pursuant to Grantee’s restoration obligation in this Section. The amount of the Restoration Bond shall be calculated to cover the entire cost to decommission and restore the property [REDACTED] Once in place, Grantee shall keep such Restoration Bond, or similar financial assurance, in force throughout the remainder of the life of the Easement. [REDACTED]

[REDACTED] Grantor may obtain an opinion by an independent third party consultant, appointed by Grantor at Grantee’s sole cost and expense and reasonably acceptable to Grantee, of the adequacy of the Restoration Bond for the then estimated net removal costs and, [REDACTED] the value of the Restoration Bond shall be increased [REDACTED] at Grantee’s sole cost and expense [REDACTED]

Grantor shall be permitted to draw upon such Restoration Bond or other financial assurance in the event that Grantee fails to remove the Facility and other improvements and restore the Premises as required pursuant to the terms of this Agreement. In the event that security similar to the Restoration Bond is required by any governmental entity, such security shall be credited against the Restoration Bond.

### ARTICLE 3. PAYMENTS

Section 3.1 Option Payment. Upon Grantor’s execution of this Agreement, Grantee shall pay Grantor the Option Payment as set forth in Section 1.1(b). Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Energy Easement, Grantee shall pay Grantor [REDACTED] (the “Easement Fee”), paid [REDACTED] after Grantee exercises its option.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, [REDACTED]  
[REDACTED]  
[REDACTED]

### ARTICLE 4. INDEMNIFICATION; CROP DAMAGES AND INSURANCE

Section 4.1 Indemnification. Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all

losses, damages, claims, legal or administrative obligations, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Agreement.

Section 4.2 Crop or Livestock Damage. Grantee shall compensate Grantor for any material damage to the Premises, crops, livestock or other agricultural operations thereon caused by Grantee's due diligence, construction, Facility operations or maintenance activities. Grantee is aware that Grantor generally has livestock on premises and that gates and fencing must be mindfully operated by Grantee and its contractors during Grantee's use of the easement. In the event of any crop damages caused by Grantee's activities, Grantee shall reimburse Grantor for the value of the crop lost based on the crop damage calculations set forth on the attached Exhibit D. The reimbursement amount for wounded or deceased livestock shall be calculated [REDACTED] for the particular livestock wounded or killed.

Section 4.3 Insurance.

(a) Prior to entry on the Premises, Grantee shall obtain and maintain the following insurance covering the Facilities and Grantee's activities on the Premises at all times during the term.

(i) Commercial General Liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

(ii) Commercial Automobile Liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence.

(b) Such insurance coverage for the Facilities and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements. All insurance policies provided hereunder shall (i) be written on an occurrence basis, and (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Grantor. Grantee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Grantee's policies shall contain a clause making them primary and non-contributory and provide Grantor with additional insured status solely with respect to Grantee's activities on the Premises.

(c) Upon Grantor's request Grantee shall deliver to Grantor certificates of insurance evidencing the above-required coverage. Grantor's failure to request, review or accept such certificate shall in no way limit or relieve Grantee of the duties and responsibilities to maintain insurance as set forth in this Agreement.

## ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

### Section 5.1 Right to Encumber.

(a) Grantee may at any time mortgage all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(b) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(c) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(d) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) calendar days to cure the default to prevent termination of this Agreement. If within such thirty (30) day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Grantee’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Grantee. The time within which Lender must foreclose or acquire Grantee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) The acquisition of all or any part of Grantee’s interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee’s proper successor under this Agreement upon Lender’s cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within sixty (60)

calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Facilities that Grantee or any other party may now or hereafter install on the Easement Area provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement. by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. For the sake of clarity, Grantee shall not be relieved of liabilities prior to the date of assignment or conveyance. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, together with contact information for the assignee or transferee (including name, address and phone number). Grantor shall at all times have the right to transfer its interest in the Premises, subject to the Easement created herein, provided, that such transfer shall not relieve Grantor of liabilities prior to the date of such transfer or conveyance.

Section 5.3 Mechanics Liens. Grantee shall not suffer or permit the Easement Area to be encumbered by any mechanics or materialman's lien. Grantee shall, at its own cost and expense, within fifteen (15) days' notice of the lien cause to be released any and all materialman's or mechanic's liens affecting the Property which are filed by any persons or entities performing work on the Easement Area at Grantee's request, or the request of any person or entity acting as agent on behalf of the Grantee. For the avoidance of doubt, nothing in this Agreement shall be construed as prohibiting, restricting or conditioning the granting of any interest in the Easement Area to a lender or other party providing financing for the Project.

## **ARTICLE 6. DEFAULT**

Section 6.1 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises, Grantor shall not and hereby waives the right to commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy [REDACTED]

[REDACTED]

Section 6.2 Specific Performance. Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Grantee for such breach, and therefore, Grantor agrees that Grantee shall have the right to seek specific enforcement of this Agreement. In that event, Grantor agrees that Grantee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Grantee.

Section 6.3 Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

Section 6.4 Litigation Costs. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## ARTICLE 7. MISCELLANEOUS

Section 7.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five (5) calendar days of the date deposited in the mail sent to the physical address of Grantor and Grantee as set forth below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed to those physical addresses provided herein or otherwise as designated with written notice to the other Party.

If to Grantor:

David C. Clark  
2615 Springfield Road  
Lebanon, KY 40033

With a copy to:

Kandice Engle-Gray, PLLC  
153 East Main Street  
Post Office Box 807  
Lebanon, Kentucky 40033  
Email: attorney@englegraylaw.com or keglaw@live.com

If to Grantee:

FRON bn, LLC  
c/o BrightNight Power, LLC  
515 North Flagler Drive, Suite 250  
West Palm Beach, FL 33401  
Email: legal@brightnightpower.com

Section 7.2 Hazardous Materials.

(a) Grantor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Grantor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Grantee, Grantee's livestock or crops, and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 7.3 Estoppel Certificates. Within fifteen (15) calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor shall execute an estoppel certificate (a) certifying that the Easement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement, (b) certifying there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 7.4 Legal Matters.

Section 7.5 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum after obtaining the prior consent and signature of Grantor, which consent and signature may not be unreasonably withheld. Grantee shall provide a copy of each such amendment to Grantor within sixty (60) calendar days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit B. Grantor hereby

consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantor.

Section 7.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 7.7 Confidentiality. Grantor shall maintain in the strictest confidence, for the benefit of Grantee and any assignee or transferee of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Facilities, and the like, whether disclosed by Grantee, any assignee or transferee, or discovered by Grantor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents; or (ii) was already known to Grantor at the time of disclosure and which Grantor is free to use or disclose without breach of any obligation to any person or entity. Grantor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee, any assignee or transferee. Notwithstanding the foregoing, Grantor may disclose such information to Grantor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Grantor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Grantor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Grantor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Grantee and any assignee or transferee of Grantee. Grantor shall obtain Grantee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 7.7 shall survive the termination or expiration of this Agreement.

Section 7.8 No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties hereto, those claiming under them and their permitted successors and assigns, *provided, that*, nothing in this Section 7.8 shall be construed as prohibiting the involvement of any public utility in the development, construction or operation of the Project or any interconnection thereto.

Section 7.9 Attorney's Fees. In addition to any other amounts owed hereunder, upon execution of this Agreement, [REDACTED]

[REDACTED]  
[REDACTED] Grantor or Grantor's counsel will provide reasonable documentation of such attorneys' fees as soon as reasonably practicable [REDACTED]  
[REDACTED]

**[REDACTED] GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT GRANTOR (I) HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL ADVISORS OF ITS CHOOSING (II) HAS RECEIVED ADEQUATE AND UNBIASED LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT AND (III) HEREBY WAIVES ANY AND ALL CLAIMS CONTESTING THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT TO THE EXTENT SUCH CLAIMS ARISE OUT OF THE SUFFICIENCY, QUALITY OR COMPETENCY OF LEGAL COUNSEL.**

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

**GRANTOR:**

  
Name: David C. Clark


Dated: December 12, 2024

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the Effective Date.

**GRANTEE:**

**FRON bn, LLC**

a Delaware limited liability company

By:  \_\_\_\_\_

Name: Martin Hermann

Title: Manager

Dated: **12/20/2024** \_\_\_\_\_

By:  \_\_\_\_\_

Name: Ron Kiecana

Title: Chief Development Officer

Dated: **12/17/2024** \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF PREMISES

#### Parcel 1:

Tax ID No: 063-015

The following-described property situated in Marion County, Kentucky:

Situated in Marion County, Kentucky 2 miles north of Lebanon on the Lebanon-Springfield road and described as follows:

BEGINNING at a corner post in east edge of Springfield Road; thence with said highway S. 9 1/2 degrees E. 25.24 poles, S. 12 1/2 degrees E. 45.4 poles, S. 17 1/2 degrees E. 22 poles, S. 22 degrees E. 29.60 poles to stake; thence with line of highway and old Springfield-Lebanon Road, S. 29 degrees 20 poles to a post, corner to land sold to Kentucky Utilities Company, thence N. 60 1/2 degrees E. 31.72 poles to a post, another corner to the Kentucky Utilities Company 6.65 acre tract; thence with their line S. 28 1/4 degrees E. 39.32 poles to post, corner to Kentucky Utilities Company in north side of Will Murphy's road; thence with north side of Murphy's road N. 43 1/2 degrees E. 15.44 poles to hickory tree in high point in fence line, thence with road N. 41 1/2 degrees E. 10.60 poles to corner post at foot of hill; thence with road N. 85 degrees E. 13 poles to a post in west side of water gap and north side of road; thence S. 88 degrees E. 7.08 poles to stake in north side of Murphy's road in south side of branch opposite elm tree on north side of branch; thence S. 83 degrees E. 6 poles to a corner post in Murphy's line; thence in same line N. 24 1/2 degrees E. 15.48 poles to a post, corner to Will Murphy; thence N. 68 1/2 degrees W. with his line 7.04 poles to corner post in east side of branch; thence N. 26 degrees E. 80.55 poles to post, corner to Murphy; thence with his line S. 68 degrees E. 81 poles to a stone, corner to Murphy, thence with his line N. 35 degrees E. 83.04 poles to stone, corner to B.E. Hickerson; thence with Hickerson's line N. 46 degrees W. 72 poles to a post in Hickerson's line; thence S. 52 1/2 degrees W. 138 poles to a post, thence N. 75 1/2 degrees W. 10 poles to a post; thence N. 43 degrees W. 98.36 poles to corner post; thence S. 58 degrees W. 63.20 poles to the beginning, containing 167 acres, more or less, according to survey by C.M. Probus made on October 6, 1950.

HOWEVER, THERE IS EXCEPTED FROM THE FOREGOING the following described portion thereof conveyed to East Kentucky Rural Electric Cooperative Corporation by Deed dated January 29, 1963, of record in Deed Book 79 at page 363 in the Marion County Court Clerk's Office.

BEGINNING at an iron pin on the northwest side of the private drive leading from the Lebanon-Springfield Highway to lands of Clarence Murphy, corner to the property owned by Kentucky Utilities Company; thence with the line of Kentucky Utilities Company N. 31 degrees 8' W, 448.5 feet to an iron pin on the southeast side of Kentucky Utilities Company tower line N. 57 degrees 38' E, 415 feet to an iron stake in the southeast line of right of way of the above mentioned tower line; thence a division line in the lands of the grantors S. 30 degrees 15' E, 334.5 feet to an iron stake on the northwest of the aforementioned private road; thence with northwest side of same S. 40 degrees 53' W, 172.5 feet; thence S. 43 degrees W, 225 feet to the beginning, containing 3.739 acres.

THERE IS FURTHER EXCEPTED FROM THE FOREGOING that portion conveyed to Commonwealth of Kentucky, Department of Highways, by Deed dated December 17, 1980, of record in Deed Book 125 at Page 52 in the aforesaid Clerk's office.

THERE IS FURTHER EXCEPTED FROM THE FOREGOING the following described portion thereof conveyed to Michael W. Clark and Gloria R. Clark, husband and wife, by Deed dated June 15, 1978, of record in Deed Book 115 at page 363 in the aforesaid Clerk's office.

BEGINNING at a marked tree in fence line and original tract line, being approximately 215 feet, N. 60 degrees E, from Highway No. 55 (Springfield-Lebanon Highway), and said 30-foot legal easement as shown, thence along said original tract line N. 60 degrees E, 170 1/2 feet to stake in fence line, thence leaving said fence line and along new division lines S. 14 degrees 45' E, 132 1/2 feet to a stake S. 60 degrees W, 170 1/2 feet to stake N. 14 degrees 45' W, 132 1/2 feet to the point of beginning, containing 0.5 acre, as surveyed by F. Keith Sanford, dated June 1, 1978.

THERE IS FURTHER EXCEPTED FROM THE FOREGOING the following described portion thereof retained by Grantors: BEGINNING at steel pullpost on the east r/w of Hwy, 55; south corner to Judy and Mary R. Averitt Farm; north side of controlled access entrance and 30 feet in width r/w easement in favor of Phillip and Tonya Clarkson

Lot (DB 253 PG 567-Plat in DB 115 PG 366). Thence leaving Averitt and with Hwy 56 r/w, S. 13 degrees 59 minutes 31 seconds E. 80.47 feet, crossing the beginning of 30 feet in width r/w easement in favor of Clarkson Lot, to the south side of controlled access entrance. Thence with wire woven r/w fence, S. 15 degrees 04 minutes 08 seconds E. 446.49 feet to pullpost; S. 22 degrees 54 minutes 28 seconds E. 252.37 feet to pullpost; S. 15 degrees 02 minutes 50 seconds E. 350.23 feet to pullpost; S. 12 degrees 01 minutes 21 seconds E. 12.14 feet to rebar (set) and corner to remaining Marcus and Elizabeth A. Clark Farm. Thence leaving Hwy 56 r/w and with new lines to remaining Clark, N. 85 degrees 53 minutes 38 seconds E. 27.50 feet to rebar (set) at treated post; S. 87 degrees 40 minutes 20 seconds E. 277.09 feet to rebar (set); N. 84 degrees 25 minutes 35 seconds E. 202.06 feet to rebar (set); N. 66 degrees 05 minutes 04 seconds E. 62.47 feet to rebar (set); S. 89 degrees 11 minutes 00 seconds E. 129.23 feet to rebar (set); N. 73 degrees 33 minutes 03 seconds E. 258.06 feet to rebar (set) at treated gate post, and N. 47 degrees 06 minutes 17 seconds E. 732.70 feet to rebar (set) in fenceline of Averitt and corner to remaining Clark Farm. Thence leaving remaining Clark and with Averitt as fenced, N. 44 degrees 42 minutes 40 seconds W. 1402.32 feet to corner rebar (set) at stone and stub post; S. 58 degrees 03 minutes 07 seconds W. 639.09 feet to rebar (set) at 60 inch Hackberry and corner to Phillip and Tonya Clarkson Lot. Thence leaving Averitt and with Clarkson as fenced, S. 19 degrees 28 minutes 41 seconds E. 131.07 feet to corner rebar (set) at pullpost; S. 57 degrees 48 minutes 09 seconds W. 170.25 feet to corner rebar (set) at pullpost; N. 17 degrees 29 minutes 42 seconds W. 132.15 feet, crossing the end of 30 feet in width r/w easement, to corner rebar (set) in fenceline of Averitt. Thence leaving Clarkson and with Averitt as fenced on the north side of r/w easement, S. 58 degrees 00 minutes 30 seconds W. 158.18 feet to the beginning. Containing 40.838 acres by survey of Reed Spaulding, PLS #3066 as performed 6/19/09 and as shown on plat by same dated 6/22/09.

Being the same property conveyed to David C. Clark by Deed Book 328, Page 114, in the office of the Marion County, Kentucky Court Clerk.

LESS AND EXCEPT the following described property:

A certain tract of land located on the east side of Kentucky Highway 55-Springfield Road approximately 2 miles north of Lebanon in Marion County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin and cap" is a set 1/2 inch rebar 18 inches long marked "TUNGATE 3997". All bearings stated herein are referenced to geodetic north as observed by GPS July 31, 2014.

Beginning at an iron pin and cap in the east right of way line of Kentucky Highway 55-Springfield Road, said iron pin being located South 14 degrees 30 minutes 53 seconds East approximately 1900 feet from the northwest corner of the parent tract at the north side of an existing entrance, said beginning iron pin and cap being a new division corner in the David C. Clark property (Deed Book 278, Page 388); thence with new division lines in said Clark property as follows: North 72 degrees 34

minutes 19 seconds East 33.61 feet to an iron pin and cap; North 59 degrees 06 minutes 20 seconds East 75.42 feet to a point; North 50 degrees 42 minutes 17 seconds East 64.66 feet to a point; North 82 degrees 57 minutes 53 seconds East 60.70 feet to an iron pin and cap; North 72 degrees 52 minutes 27 seconds East 71.07 feet to a point; South 12 degrees 03 minutes 49 seconds East 30.12 feet to iron pin and cap; South 27 degrees 17 minutes 16 seconds East 145.87 to an iron pin and cap; South 73 degrees 03 minutes 34 seconds West 158.25 feet to an iron pin and cap; North 20 degrees 58 minutes 40 seconds West 145.88 feet to an iron pin and cap; South 50 degrees 42 minutes 17 seconds West 39.38 feet to a point; South 59 degrees 06 minutes 20 seconds West 81.16 feet to an iron pin and cap; South 72 degrees 34 minutes 19 seconds West 38.96 feet to an iron pin and cap in the east right of way line of said Kentucky Highway 55 - Springfield Road and being a new division corner in said Clark property; thence with the east right of way line North 13 degrees 58 minutes 22 seconds West 30.05 feet to the beginning containing 0.712 acre according to a survey by Gregory H. Tungate PLS #3997 with Miller Land Surveying, Inc. completed on September 25, 2014 and being a part of the property conveyed to David C. Clark and Maura H. Clark by deed dated July 17, 2009 which is of record in Deed Book 278, Page 388 in the Marion County Clerk's office.

The above described property is subject to all right-of-ways and easement, whether implied or of record.

53 seconds West 54.67 feet to a point; South 50 degrees 42 minutes 17 seconds West 18.81 feet to an iron pin and cap; thence with the south lines of the said 0.712 acres tract as follows: South 50 degrees 42 minutes 17 seconds West 39.38 feet to a point, South 59 degrees 06 minutes 20 seconds West 81.16 feet to an iron pin and cap; South 72 degrees 34 minutes 19 seconds West 38.96 feet to an iron pin and cap in the east right way of said Kentucky Highway 55 - Springfield Road; thence with the east right of way line North 13 degrees 58 minutes 22 seconds West 30.05 feet to the beginning.

Being the same property conveyed to Michael Farmer and Alicia Farmer, his wife by Deed Book 328, Page 114, in the office of the Marion County, Kentucky Court Clerk.

Parcel contains 114.17 acres, more or less

Less and except the approximately 113.58-acre portion of the above-described property as generally depicted and hatched below

**The Premises contains approximately 0.59 acres, more or less**



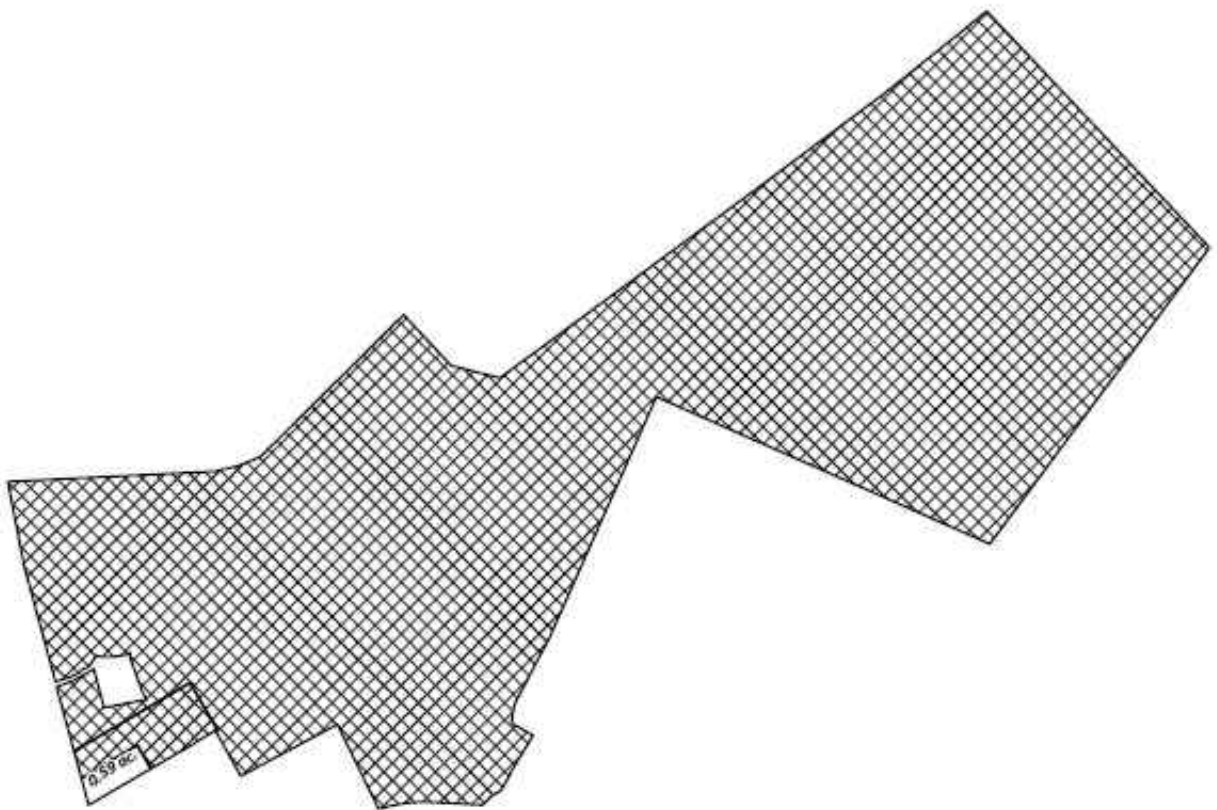




EXHIBIT A-1

**Deed of Easement**

*(See attached.)*

## DEED OF EASEMENT

This DEED OF EASEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned, David C. Clark, single, with a mailing address of 2615 Springfield Road, Lebanon, KY 40033 (“**Grantor**”), and FRON bn, LLC, a Delaware limited liability company, having its principal office and place of business at 515 N Flagler Dr., Suite 250, West Palm Beach, FL 33401, (“**Grantee**”).

### WITNESSETH:

That for and in valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and Grantees, a permanent easement for the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair transmission and distribution lines for the transmission and distribution of electric energy, and all appurtenances thereto including down guys and anchors, along and upon the right-of-way hereinafter described together with the right of ingress and egress over the lands of the undersigned to and from said right-of-way in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways..

The Grantee is granted the further right to cut, trim, fell, remove, and otherwise control any and all trees and other vegetation located on the right-of-way described herein, and any and all other trees outside the easement which are of such height that, in falling directly to the ground, they would come in contact with said wires; also the right to remove brush and all other obstructions, structures, and obstacles from the right-of-way which would create a hazard to the subject lines.

It is further expressly understood and agreed that the Grantee will repair the area to a reasonable condition consistent with condition prior to the use of the right of way by the Grantee or will pay to the undersigned any and all damages to fences, gates, crops, livestock, and other property caused by the Grantee in going upon said lands and right-of-way, [REDACTED]

The Grantor, its successors, heirs or assigns, may use and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted. The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide the Grantee access rights conveyed herein) and roads or otherwise use the lands encumbered by this right of way in any way not inconsistent with the rights herein granted. In particular, but not by way of limitation, no building, signs, towers, antennas,

swimming pool or any other structure shall be erected or maintained along or upon the right-of-way described herein nor shall any changes in grade be made to the right of way described herein.

The specific right-of-way upon which said electric transmission line is located is shown on Schedule I, attached hereto and made of part hereof containing [amount] acres. Nothing herein shall be construed to grant to the Grantee any right of ingress or egress over the remaining lands of the Grantor. The lands over which this easement is granted are situated in the County of Marion, State of Kentucky, parcel tax ID# 063-015 and are a specified portion of the lands conveyed to David C. Clark by Deed Book 328, at Page 114, recorded on December 21, 2018, being of record in the Marion County Clerk's Office, Kentucky.

The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

This easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

REST OF PAGE LEFT INTENTIONALLY BLANK

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR

By: \_\_\_\_\_  
**David C. Clark**

STATE OF KENTUCKY \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced before me in said County and State by **David C. Clark** and acknowledged by him to be his free act and deed.


Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Notary ID# \_\_\_\_\_

Prepared by:

  
\_\_\_\_\_  
Anton Krayniy, Counsel  
BrightNight Power, LLC  
515 N. Flagler Dr  
Suite 250  
West Palm Beach, FL 33401

## EXHIBIT A

### DESCRIPTION OF PREMISES

#### Parcel 1:

Tax ID No: 063-015 (Being that part depicted herein as the "Proposed Easement" of Exhibit A-2)

The following-described property situated in Marion County, Kentucky:

Situated in Marion County, Kentucky 2 miles north of Lebanon on the Lebanon-Springfield road and described as follows:

BEGINNING at a corner post in east edge of Springfield Road; thence with said highway S. 9 1/2 degrees E. 25.24 poles, S. 12 1/2 degrees E. 45.4 poles, S. 17 1/2 degrees E. 22 poles, S. 22 degrees E. 29.60 poles to stake; thence with line of highway and old Springfield-Lebanon Road, S. 29 degrees 20 poles to a post, corner to land sold to Kentucky Utilities Company, thence N. 60 1/2 degrees E. 31.72 poles to a post, another corner to the Kentucky Utilities Company 6.65 acre tract; thence with their line S. 28 1/4 degrees E. 39.32 poles to post, corner to Kentucky Utilities Company in north side of Will Murphy's road; thence with north side of Murphy's road N. 43 1/2 degrees E. 15.44 poles to hickory tree in high point in fence line, thence with road N. 41 1/2 degrees E. 10.60 poles to corner post at foot of hill; thence with road N. 85 degrees E. 13 poles to a post in west side of water gap and north side of road; thence S. 88 degrees E. 7.08 poles to stake in north side of Murphy's road in south side of branch opposite elm tree on north side of branch; thence S. 83 degrees E. 6 poles to a corner post in Murphy's line; thence in same line N. 24 1/2 degrees E. 15.48 poles to a post, corner to Will Murphy; thence N. 68 1/2 degrees W. with his line 7.04 poles to corner post in east side of branch; thence N. 26 degrees E. 80.55 poles to post, corner to Murphy; thence with his line S. 68 degrees E. 81 poles to a stone, corner to Murphy, thence with his line N. 35 degrees E. 83.04 poles to stone, corner to B.E. Hickerson; thence with Hickerson's line N. 46 degrees W. 72 poles to a post in Hickerson's line; thence S. 52 1/2 degrees W. 138 poles to a post, thence N. 75 1/2 degrees W. 10 poles to a post; thence N. 43 degrees W. 98.36 poles to corner post; thence S. 58 degrees W. 63.20 poles to the beginning, containing 167 acres, more or less, according to survey by C.M. Probus made on October 6, 1950.

HOWEVER, THERE IS EXCEPTED FROM THE FOREGOING the following described portion thereof conveyed to East Kentucky Rural Electric Cooperative Corporation by Deed dated January 29, 1963, of record in Deed Book 79 at page 363 in the Marion County Court Clerk's Office.

BEGINNING at an iron pin on the northwest side of the private drive leading from the Lebanon-Springfield Highway to lands of Clarence Murphy, corner to the property owned by Kentucky Utilities Company; thence with the line of Kentucky Utilities Company N. 31 degrees 8' W, 448.5 feet to an iron pin on the southeast side of Kentucky Utilities Company tower line N. 57 degrees 38' E, 415 feet to an iron stake in the southeast line of right of way of the above mentioned tower line; thence a division line in the lands of the grantors S. 30 degrees 15' E, 334.5 feet to an iron stake on the northwest of the aforementioned private road; thence with northwest side of same S. 40 degrees 53' W, 172.5 feet; thence S. 43 degrees W, 225 feet to the beginning, containing 3.739 acres.

THERE IS FURTHER EXCEPTED FROM THE FOREGOING that portion conveyed to Commonwealth of Kentucky, Department of Highways, by Deed dated December 17, 1980, of record in Deed Book 125 at Page 52 in the aforesaid Clerk's office.

THERE IS FURTHER EXCEPTED FROM THE FOREGOING the following described portion thereof conveyed to Michael W. Clark and Gloria R. Clark, husband and wife, by Deed dated June 15, 1978, of record in Deed Book 115 at page 363 in the aforesaid Clerk's office.

BEGINNING at a marked tree in fence line and original tract line, being approximately 215 feet, N. 60 degrees E, from Highway No. 55 (Springfield-Lebanon Highway), and said 30-foot legal easement as shown, thence along said original tract line N. 60 degrees E, 170 1/2 feet to stake in fence line, thence leaving said fence line and along new division lines S. 14 degrees 45' E, 132 1/2 feet to a stake S. 60 degrees W, 170 1/2 feet to stake N. 14 degrees 45' W, 132 1/2 feet to the point of beginning, containing 0.5 acre, as surveyed by F. Keith Sanford, dated June 1, 1978.

THERE IS FURTHER EXCEPTED FROM THE FOREGOING the following described portion thereof retained by Grantors: BEGINNING at steel pullpost on the east r/w of Hwy, 55; south corner to Judy and Mary R. Averitt Farm; north side of controlled access entrance and 30 feet in width r/w easement in favor of Phillip and Tonya Clarkson

Lot (DB 253 PG 567-Plat in DB 115 PG 366). Thence leaving Averitt and with Hwy 56 r/w, S. 13 degrees 59 minutes 31 seconds E. 80.47 feet, crossing the beginning of 30 feet in width r/w easement in favor of Clarkson Lot, to the south side of controlled access entrance. Thence with wire woven r/w fence, S. 15 degrees 04 minutes 08 seconds E. 446.49 feet to pullpost; S. 22 degrees 54 minutes 28 seconds E. 252.37 feet to pullpost; S. 15 degrees 02 minutes 50 seconds E. 350.23 feet to pullpost; S. 12 degrees 01 minutes 21 seconds E. 12.14 feet to rebar (set) and corner to remaining Marcus and Elizabeth A. Clark Farm. Thence leaving Hwy 56 r/w and with new lines to remaining Clark, N. 85 degrees 53 minutes 38 seconds E. 27.50 feet to rebar (set) at treated post; S. 87 degrees 40 minutes 20 seconds E. 277.09 feet to rebar (set); N. 84 degrees 25 minutes 35 seconds E. 202.06 feet to rebar (set); N. 66 degrees 05 minutes 04 seconds E. 62.47 feet to rebar (set); S. 89 degrees 11 minutes 00 seconds E. 129.23 feet to rebar (set); N. 73 degrees 33 minutes 03 seconds E. 258.06 feet to rebar (set) at treated gate post, and N. 47 degrees 06 minutes 17 seconds E. 732.70 feet to rebar (set) in fenceline of Averitt and corner to remaining Clark Farm. Thence leaving remaining Clark and with Averitt as fenced, N. 44 degrees 42 minutes 40 seconds W. 1402.32 feet to corner rebar (set) at stone and stub post; S. 58 degrees 03 minutes 07 seconds W. 639.09 feet to rebar (set) at 60 inch Hackberry and corner to Phillip and Tonya Clarkson Lot. Thence leaving Averitt and with Clarkson as fenced, S. 19 degrees 28 minutes 41 seconds E. 131.07 feet to corner rebar (set) at pullpost; S. 57 degrees 48 minutes 09 seconds W. 170.25 feet to corner rebar (set) at pullpost; N. 17 degrees 29 minutes 42 seconds W. 132.15 feet, crossing the end of 30 feet in width r/w easement, to corner rebar (set) in fenceline of Averitt. Thence leaving Clarkson and with Averitt as fenced on the north side of r/w easement, S. 58 degrees 00 minutes 30 seconds W. 158.18 feet to the beginning. Containing 40.838 acres by survey of Reed Spaulding, PLS #3066 as performed 6/19/09 and as shown on plat by same dated 6/22/09.

Being the same property conveyed to David C. Clark by Deed Book 328, Page 114, in the office of the Marion County, Kentucky Court Clerk.



LESS AND EXCEPT the following described property:

A certain tract of land located on the east side of Kentucky Highway 55-Springfield Road approximately 2 miles north of Lebanon in Marion County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin and cap" is a set 1/2 inch rebar 18 inches long marked "TUNGATE 3997". All bearings stated herein are referenced to geodetic north as observed by GPS July 31, 2014.

Beginning at an iron pin and cap in the east right of way line of Kentucky Highway 55-Springfield Road, said iron pin being located South 14 degrees 30 minutes 53 seconds East approximately 1900 feet from the northwest corner of the parent tract at the north side of an existing entrance, said beginning iron pin and cap being a new division corner in the David C. Clark property (Deed Book 278, Page 388); thence with new division lines in said Clark property as follows: North 72 degrees 34

minutes 19 seconds East 33.61 feet to an iron pin and cap; North 59 degrees 06 minutes 20 seconds East 75.42 feet to a point; North 50 degrees 42 minutes 17 seconds East 64.66 feet to a point; North 82 degrees 57 minutes 53 seconds East 60.70 feet to an iron pin and cap; North 72 degrees 52 minutes 27 seconds East 71.07 feet to a point; South 12 degrees 03 minutes 49 seconds East 30.12 feet to iron pin and cap; South 27 degrees 17 minutes 16 seconds East 145.87 to an iron pin and cap; South 73 degrees 03 minutes 34 seconds West 158.25 feet to an iron pin and cap; North 20 degrees 58 minutes 40 seconds West 145.88 feet to an iron pin and cap; South 50 degrees 42 minutes 17 seconds West 39.38 feet to a point; South 59 degrees 06 minutes 20 seconds West 81.16 feet to an iron pin and cap; South 72 degrees 34 minutes 19 seconds West 38.96 feet to an iron pin and cap in the east right of way line of said Kentucky Highway 55 - Springfield Road and being a new division corner in said Clark property; thence with the east right of way line North 13 degrees 58 minutes 22 seconds West 30.05 feet to the beginning containing 0.712 acre according to a survey by Gregory H. Tungate PLS #3997 with Miller Land Surveying, Inc. completed on September 25, 2014 and being a part of the property conveyed to David C. Clark and Maura H. Clark by deed dated July 17, 2009 which is of record in Deed Book 278, Page 388 in the Marion County Clerk's office.

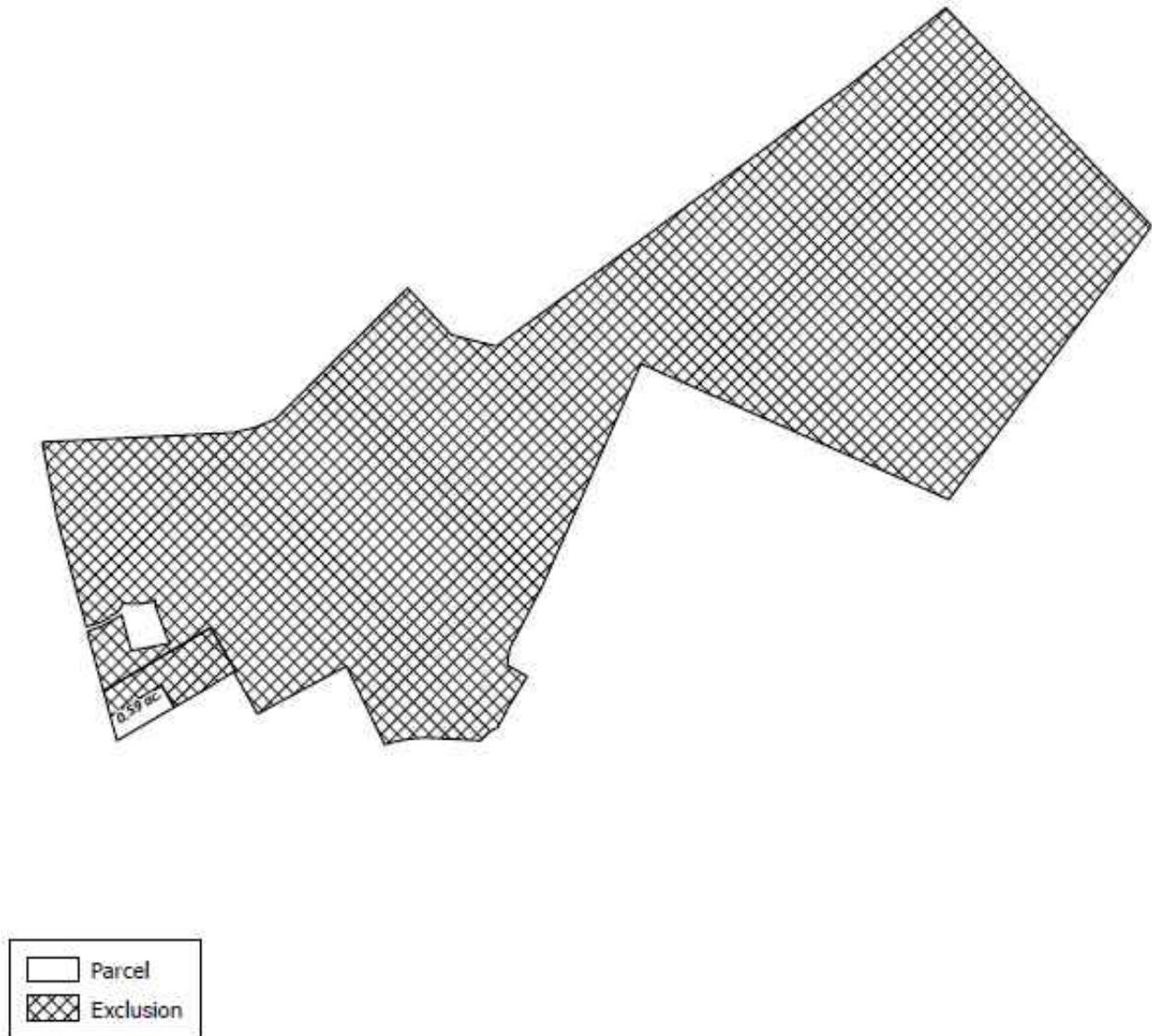
The above described property is subject to all right-of-ways and easement, whether implied or of record.

Being the same property conveyed to Michael Farmer and Alicia Farmer, his wife by Deed Book 328, Page 114, in the office of the Marion County, Kentucky Court Clerk.

Parcel contains 114.17 acres, more or less

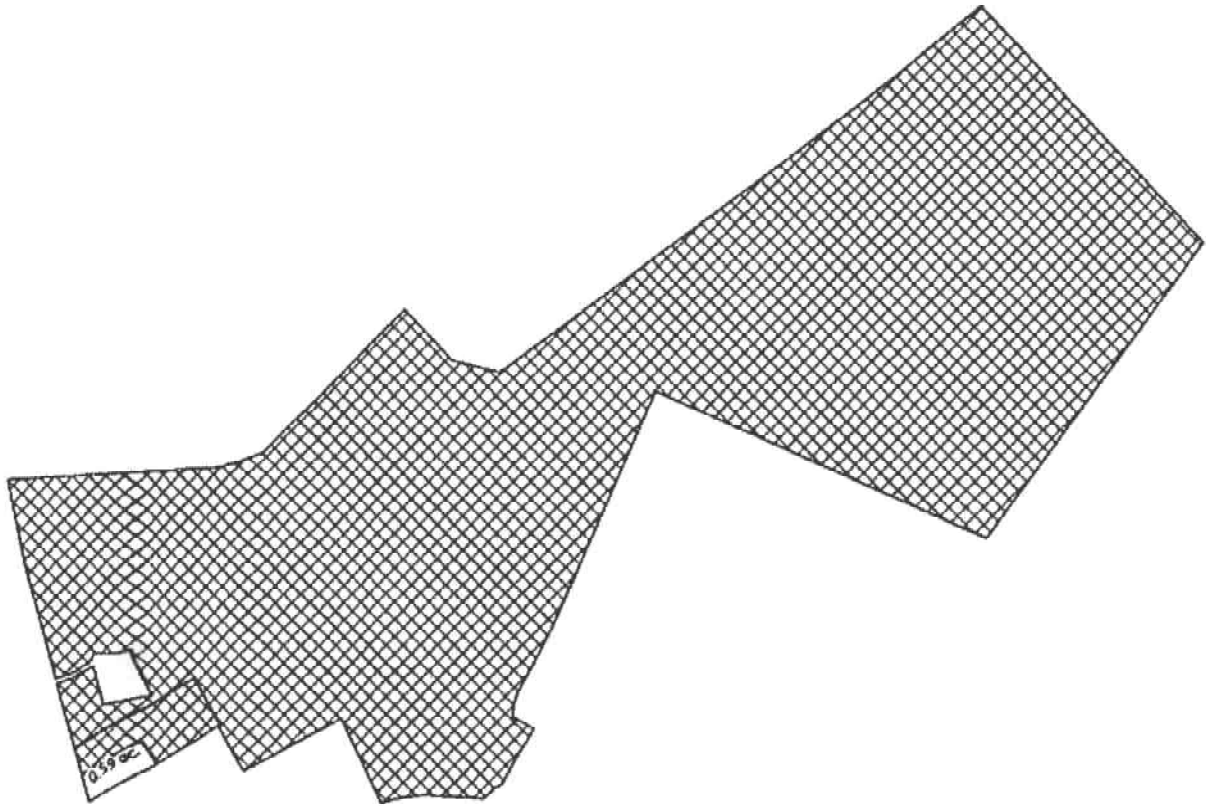
Less and except the approximately 113.58-acre portion of the above-described property as generally depicted and hatched below

**The Premises contains approximately 0.59 acres, more or less**



Less and except the approximately 113.58-acre portion of the above-described property as generally depicted and hatched below

The Premises contains approximately 0.59 acres, more or less



DC

## EXHIBIT A-2

### POTENTIAL EASEMENT AREA





## EXHIBIT A-2

### POTENTIAL EASEMENT AREA



DC

# EXHIBIT B

## EASEMENT AREA



### EASEMENT AREA



DC



**EXHIBIT C**  
**MEMORANDUM**  
**[Attached]**

# Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



## Summary of Contracts

This document contains the following contracts.

Title	ID
IC-6681 - FRON bn, LLC - Easement Option with David C. Clark	de435d52-8afc-45a4-97b3-6dfc64465b67

## Contracts signed by:

<b>Ron Kiecana</b>		Signer ID:	c1d29556-5ac6-4d41-b9fb-6086eb645fb2
		Email:	ron@brightnightpower.com
Date / Time:	Dec 17, 2024 at 2:04 PM EST		
IP Address:	184.188.212.130		
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/17.6 Safari/605.1.15		

<b>Martin Hermann</b>		Signer ID:	17326f15-c439-4913-a627-be70e302b769
		Email:	externalcontracts@brightnightpower.com
Date / Time:	Dec 20, 2024 at 4:03 PM EST		
IP Address:	86.38.185.60		
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/131.0.0.0 Safari/537.36 Edg/131.0.0.0		

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**This Instrument Was Prepared By:**

Anton Sergeyevich Krayniy, Esq.  
BrightNight Power, LLC  
515 North Flagler Drive  
Suite 250  
West Palm Beach, FL 33401

**After Recording Return To:**

BrightNight Power, LLC  
515 North Flagler Drive  
Suite 250  
West Palm Beach, FL 33401  
Attn: Legal

**MEMORANDUM OF ENERGY EASEMENT OPTION AGREEMENT**

THIS MEMORANDUM OF ENERGY EASEMENT OPTION AGREEMENT ("Memorandum") is made as of the 12<sup>th</sup> day of December, 2024, by and between David C. Clark, single, with an address of 2615 Springfield Road, Lebanon, KY 40033, ("**Grantor**"), and FRON bn, LLC, a Delaware limited liability company, with an address of 515 North Flagler Drive, Suite 250, West Palm Beach, FL 33401 ("**Grantee**"). Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Energy Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, ("**Agreement**"), dated December 20, 2024 ("**Effective Date**"), affecting the real property in Marion County, Kentucky, more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive easement ("**Energy Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission

of electrical energy and/or for communication purposes ("Facilities"). along with an easement on, over, under and across the Premises for to access the Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period [REDACTED]. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

*[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]*

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed as of the Effective Date.

GRANTOR

David C. Clark  
Name: David C. Clark

STATE OF Kentucky )  
COUNTY OF Maniot )SS:

This instrument was acknowledged before me on December 12, 2024 by David C. Clark.



[Signature]  
(Signature of Notary Public)  
KYNP5356  
My Commission Expires: 05-23-2028

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed as of the Effective Date.

GRANTEE

FRON bn, LLC

a Delaware limited liability company

By: [Signature]  
Name: Martin Hermann  
Title: Manager

Signed, sealed and delivered in the presence of:

Unofficial Witness: [Signature]  
Printed Name: Paula Fonseca

Unofficial Witness: [Signature]  
Printed Name: Isabel Doherty

STATE OF FLORIDA )  
 )SS:  
COUNTY OF Walton )

The foregoing instrument was acknowledged before me on this 6 day of January, 2027, by Martin Hermann, as Manager of FRON bn, LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: ✓  
OR Produced Identification: \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

This instrument was prepared by Anton Sergeyevich Krayniy, Esq. of BrightNight Power, LLC.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

A handwritten signature in black ink, appearing to read 'Anton Krayniy', written over a horizontal line.

(Signature of Preparer)

Anton Sergeyevich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC  
515 North Flagler Drive, Suite 250  
West Palm Beach, FL 33401



EXHIBIT A  
DESCRIPTION OF PREMISES

**Parcel 1:**

Tax ID No: 063-015

The following-described property situated in Marion County, Kentucky:

Situated in Marion County, Kentucky 2 miles north of Lebanon on the Lebanon-Springfield road and described as follows:

BEGINNING at a corner post in east edge of Springfield Road; thence with said highway S. 9 1/2 degrees E. 25.24 poles, S. 12 1/2 degrees E. 45.4 poles, S. 17 1/2 degrees E. 22 poles, S. 22 degrees E. 29.60 poles to stake; thence with line of highway and old Springfield-Lebanon Road, S. 29 degrees 20 poles to a post, corner to land sold to Kentucky Utilities Company, thence N. 80 1/2 degrees E. 31.72 poles to a post, another corner to the Kentucky Utilities Company 6.65 acre tract; thence with their line S. 28 1/4 degrees E. 39.32 poles to post, corner to Kentucky Utilities Company in north side of Will Murphy's road; thence with north side of Murphy's road N. 43 1/2 degrees E. 15.44 poles to hickory tree in high point in fence line, thence with road N. 41 1/2 degrees E. 10.60 poles to corner post at foot of hill; thence with road N. 85 degrees E. 13 poles to a post in west side of water gap and north side of road; thence S. 88 degrees E. 7.08 poles to stake in north side of Murphy's road in south side of branch opposite elm tree on north side of branch; thence S. 83 degrees E. 6 poles to a corner post in Murphy's line; thence in same line N. 24 Yz degrees E. 15.48 poles to a post, corner to Will Murphy; thence N. 68 Yz degrees W. with his line 7.04 poles to corner post in east side of branch; thence N. 26 degrees e. 80.56 poles to post, corner to Murphy; thence with his line S. 68 degrees E. 81 poles to a stone, corner to Murphy, thence with his line N. 35 degrees E. 83.04 poles to stone, corner to B.E. Hickerson; thence with Hickerson's line N. 46 degrees W. 72 poles to a post in Hickerson's line; thence S. 52 1/2 degrees W. 138 poles to a post, thence N. 75 1/2 degrees W. 10 poles to a post; thence N. 43 degrees W. 98.36 poles to corner post; thence S. 58 degrees W. 63.20 poles to the beginning, containing 167 acres, more or less, according to survey by C.M. Probus made on October 6, 1950.

HOWEVER, THERE IS EXCEPTED FROM THE FOREGOING the following described portion thereof conveyed to East Kentucky Rural Electric Cooperative Corporation by Deed dated January 29, 1963, of record in Deed Book 79 at page 363 in the Marion County Court Clerk's Office.

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Lot (DB 253 PG 567-Plat in DB 115 PG 366). Thence leaving Averitt and with Hwy 55 r/w, S. 13 degrees 59 minutes 31 seconds E. 80.47 feet, crossing the beginning of 30 feet in width r/w easement in favor of Clarkson Lot, to the south side of controlled access entrance. Thence with wire woven r/w fence, S. 15 degrees 04 minutes 08 seconds E. 446.49 feet to pullpost; S. 22 degrees 54 minutes 28 seconds E. 252.37 feet to pullpost; S. 15 degrees 02 minutes 50 seconds E. 350.23 feet to pullpost; S. 12 degrees 01 minutes 21 seconds E. 12.14 feet to rebar (set) and corner to remaining Marcus and Elizabeth A. Clark Farm. Thence leaving Hwy 55 r/w and with new lines to remaining Clark, N 85 degrees 53 minutes 38 seconds E. 27.50 feet to rebar (set) at treated post; S. 87 degrees 40 minutes 20 seconds E. 277.09 feet to rebar (set); N. 84 degrees 25 minutes 35 seconds E. 202.06 feet to rebar (set); N. 68 degrees 05 minutes 04 seconds E. 62.47 feet to rebar (set); S. 89 degrees 11 minutes 00 seconds E. 129.23 feet to rebar (set); N. 73 degrees 33 minutes 03 seconds E. 258.06 feet to rebar (set) at treated gate post, and N. 47 degrees 06 minutes 17 seconds E. 732.70 feet to rebar (set) in fence line of Averitt and corner to remaining Clark Farm. Thence leaving remaining Clark and with Averitt as fenced, N. 44 degrees 42 minutes 40 seconds W. 1402.32 feet to corner rebar (set) at stone and stub post; S. 58 degrees 03 minutes 07 seconds W. 639.09 feet to rebar (set) at 60 inch Hackberry and corner to Phillip and Tonya Clarkson Lot. Thence leaving Averitt and with Clarkson as fenced, S. 19 degrees 28 minutes 41 seconds E. 131.07 feet to corner rebar (set) at pullpost; S. 57 degrees 48 minutes 09 seconds W. 170.25 feet to corner rebar (set) at pullpost; N. 17 degrees 29 minutes 42 seconds W. 132.15 feet, crossing the end of 30 feet in width r/w easement, to corner rebar (set) in fence line of Averitt. Thence leaving Clarkson and with Averitt as fenced on the north side of r/w easement, S. 58 degrees 00 minutes 30 seconds W. 158.18 feet to the beginning. Containing 40.838 acres by survey of Reed Spaulding, PLS #3066 as performed 6/19/09 and as shown on plat by same dated 6/22/09.

Being the same property conveyed to David C. Clark by Deed Book 328, Page 114, in the office of the Marion County, Kentucky Court Clerk.

LESS AND EXCEPT the following described property:

A certain tract of land located on the east side of Kentucky Highway 55-Springfield Road approximately 2 miles north of Lebanon in Marion County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin and cap" is a set 1/2 inch rebar 18 inches long marked "TUNGATE 3997". All bearings stated herein are referenced to geodetic north as observed by GPS July 31, 2014.

Beginning at an iron pin and cap in the east right of way line of Kentucky Highway 55-Springfield Road, said iron pin being located South 14 degrees 30 minutes 53 seconds East approximately 1900 feet from the northwest corner of the parent tract at the north side of an existing entrance, said beginning iron pin and cap being a new division corner in the David C. Clark property (Deed Book 278, Page 388); thence with new division lines in said Clark property as follows: North 72 degrees 34

minutes 19 seconds East 33.61 feet to an iron pin and cap; North 59 degrees 06 minutes 20 seconds East 75.42 feet to a point; North 50 degrees 42 minutes 17 seconds East 64.66 feet to a point; North 82 degrees 57 minutes 53 seconds East 60.70 feet to an iron pin and cap; North 72 degrees 52 minutes 27 seconds East 71.07 feet to a point; South 12 degrees 03 minutes 49 seconds East 30.12 feet to iron pin and cap; South 27 degrees 17 minutes 16 seconds East 145.87 to an iron pin and cap; South 73 degrees 03 minutes 34 seconds West 158.25 feet to an iron pin and cap; North 20 degrees 58 minutes 40 seconds West 145.88 feet to an iron pin and cap; South 50 degrees 42 minutes 17 seconds West 39.38 feet to a point; South 59 degrees 06 minutes 20 seconds West 81.16 feet to an iron pin and cap; South 72 degrees 34 minutes 19 seconds West 38.96 feet to an iron pin and cap in the east right of way line of said Kentucky Highway 55 - Springfield Road and being a new division corner in said Clark property; thence with the east right of way line North 13 degrees 58 minutes 22 seconds West 30.05 feet to the beginning containing 0.712 acre according to a survey by Gregory H. Tungate PLS #3997 with Miller Land Surveying, Inc. completed on September 25, 2014 and being a part of the property conveyed to David C. Clark and Maura H. Clark by deed dated July 17, 2009 which is of record in Deed Book 278, Page 388 in the Marion County Clerk's office.

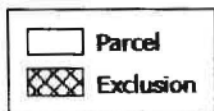
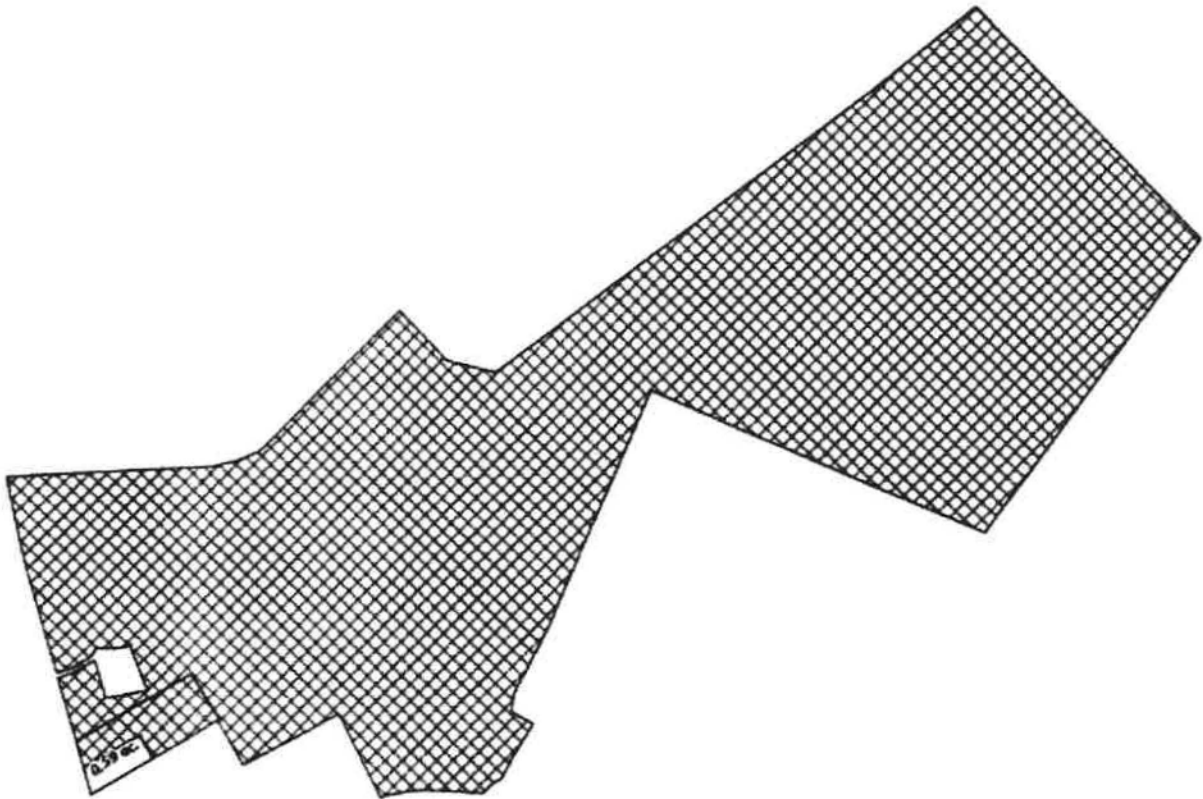
The above described property is subject to all right-of-ways and easement, whether implied or of record.

Being the same property conveyed to Michael Farmer and Alicia Farmer, his wife by Deed Book 328, Page 114, in the office of the Marion County, Kentucky Court Clerk.

Parcel contains 114.17 acres, more or less

Less and except the approximately 113.58-acre portion of the above-described property as generally depicted and hatched below

**The Premises contains approximately 0.59 acres, more or less**



**EXHIBIT B**

**Easement Area**

*[To be provided]*



# EXHIBIT B

## EASEMENT AREA

