

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of March 13, 2026 (the "Effective Date"), by and between:

Kentucky Utilities Company
ATTN: Real Estate Department,
820 West Broadway,
Louisville, Kentucky 40202

(the "Seller")

and

OZ Property Management, LLC
120 Lothbury Avenue
Middlesboro KY 40965

(the "Buyer")

WHEREAS, Seller is the owner in fee simple of the real property located at 2201 Cumberland Avenue in Middlesboro, Bell County, Kentucky; and

WHEREAS, Seller desires to sell, transfer and convey said real property, and Buyer desires to buy said real property, and all improvements located thereon pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer covenant and agree as follows:

1. Property; Purchase and Sale; and Easement.

A. Property. The real property to be sold by Seller is located at 2201 Cumberland Avenue in Middlesboro, Bell County, Kentucky, together with any and all improvements now existing or hereafter located thereon and all rights, privileges and appurtenances belonging thereto, being the same property acquired by Seller by Deed dated February 9, 1956 and recorded in Deed Book 162 Page 153 in the Bell County Clerk's Office (the "Property").

B. Purchase and Sale. Seller agrees to sell, convey and transfer the Property to Buyer, and Buyer agrees to buy the Property from Seller, pursuant to the terms, conditions and covenants contained herein.

C. Easement. Upon conveyance of the Property to Buyer, Buyer shall, at Closing (defined below) convey to Seller an easement in the form of Exhibit A for the electric distribution lines and associated equipment on the Property (the "Easement").

2. Purchase Price. The purchase price for the Property is two hundred seventy-five thousand dollars (\$275,000.00). Buyer shall pay the Purchase Price to Seller on the Closing Date by cashier's check or by wire transfer of immediately available federal funds to such account as Seller may designate.

3. Deposit. Within three days of the Effective Date, Buyer shall pay the sum of five thousand dollars (\$5,000.00) as a good faith deposit (the "**Deposit**") binding this Agreement to the parties' escrow and closing agent, Douglas Law Office PLLC. The Deposit shall be applied to the Purchase Price at Closing or returned to Buyer or retained by Seller in accordance with the terms and conditions of this Agreement.

4. Closing; Closing Adjustments and Costs; Closing Documents.

A. Closing Date. The closing of the transaction contemplated hereby (the "Closing") shall be held within fifteen (15) days after the expiration of the Contingency Period (the "Closing Date").

B. Closing Time and Place. The Closing shall be held on the Closing Date at a place and time that is mutually agreed upon by Buyer and Seller.

C. Closing Costs. Buyer shall pay the recording fee for the deed and all title examination fees and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance and Buyer's lender, if applicable, with a loan policy of title insurance. Seller shall pay for the preparation of the deed and Easement, the recording fee for the Easement, and the transfer tax due and owing on the transfer of the Property. Buyer and Seller shall each be responsible for the payment of their own attorneys' fees and expenses.

D. Special Warranty Deed and Easement. On the Closing Date, Seller shall convey to Buyer an unencumbered, marketable fee simple title to the Property by recordable deed of Special Warranty, such that any national title insurance company shall insure, and subject to the following: (i) governmental laws, ordinances and regulations affecting the Property; (ii) liens for real property taxes and assessments due and payable in the year of Closing, which Seller assumes and agrees to pay (subject to proration at Closing), and years thereafter, which Buyer assumes and agrees to pay; and (iii) any other easements, restrictions and stipulations of record or such other matters as may or would be shown on any survey of the Property. Buyer also agrees to grant the Easement.

E. Real Property Taxes. All real property ad valorem taxes and assessments against or on the Property, due and payable in the year of Closing, shall be prorated between Seller and Buyer as of the Closing Date on a calendar year basis, based on Seller's expected tax rate of 1.072% and book value attributable to the Property in the amount of \$1,173,686.93. Seller shall be responsible for the cost of all ad valorem property taxes and assessments through the date of Closing, and Buyer shall be responsible for the cost of all ad valorem property taxes and assessments after the date of Closing. Buyer will provide to Seller a credit at Closing for its prorated share of 2026 ad valorem based on the above tax rate and book value. Seller hereby agrees to pay when due all ad valorem taxes assessed against the Property in 2026. Seller shall further be responsible for all real property ad valorem taxes and assessments against or on the Property for any years prior to the year of Closing.

F. Non-Foreign Status Certification. On the Closing Date, Seller shall deliver to Buyer a non-foreign status certification as required by Section 1445 of the Internal Revenue Code of 1986, as amended.

5. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

6. Representations, Warranties and Covenants of Seller. Seller represents, warrants, and covenants to Buyer that:

A. Seller possesses full right, power and authority to execute, deliver and perform this Agreement, and no legal or administrative proceeding is in effect which would prohibit Seller's execution of this Agreement or materially and adversely affect the financial condition of Seller.

B. Subject only to any exceptions set forth in Section 4(D)(iii), no other party other than the Seller has any rights with respect to the Property, including contractual rights, licenses, option to purchase or lease.

C. Seller has and will have on the Closing Date fee simple title to the Property, subject only to the exceptions set forth in Section 4.D4(D), and Seller has full right and power to convey the Property to Buyer.

D. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended from time to time.

EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER SHALL TAKE FROM SELLER THE PROPERTY AT CLOSING "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" AS TO ITS CONDITION, STATUS AND STATE OF REPAIR ON THE EFFECTIVE DATE WITHOUT ANY RECOURSE OR REMEDY BY BUYER AGAINST SELLER FOR THE CONDITION, STATUS OR STATE OF REPAIR OF THE PROPERTY. SELLER MAKES NO REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND OR NATURE WHATSOEVER CONCERNING OR RELATING TO THE CONDITION OF THE PROPERTY, AND SELLER DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES MADE BY OR ON BEHALF OF SELLER, CONCERNING OR RELATING TO THE PROPERTY (OR ANY PART THEREOF), INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY MATTER AFFECTING THE PROPERTY (OR ANY PART THEREOF).

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

A. Buyer possesses full right, power and authority to execute, deliver and perform this Agreement, and no legal or administrative proceeding is in effect which would prohibit Buyer's execution of this Agreement or materially and adversely affect the financial condition of Buyer.

B. The execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any term, covenant, or condition of, or constitute a default under, any agreement or instrument to which Buyer is a party.

8. Conditions Precedent. Seller's obligation to sell and Buyer's obligation to purchase the Property, respectively, and to consummate the transaction contemplated herein shall be subject to the satisfaction of the following terms, contingencies, conditions, and provisions:

A. Conditions Precedent to Buyer's Obligations. Buyer's obligation to close the transaction contemplated hereunder shall be subject to the following conditions precedent prior to or at the date of Closing:

a. Each representation and warranty of Seller set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

b. Seller shall comply with and perform all its duties and obligations required by this Agreement prior to the Closing Date.

c. For a period of forty-five (45) days from the Effective Date hereof (the "Contingency Period"), Buyer and/or its representatives shall have the right to make such inspections, investigations, surveys and tests of the Property as Buyer shall deem necessary and appropriate to complete Buyer's assessment of the Property (including, but not limited to, structural inspections, environmental tests, assessments and inspections, and the determination of the availability of utilities at the Property), and Buyer shall have the right to seek approvals of all public and governmental authorities as to all matters relating to zoning, special use permits or similar approvals, and all necessary variances, building permits, licenses and approvals of any type, which Buyer deems necessary for its operations at the Property for Buyer's intended use (collectively, the "Inspections"). All such Inspections and testing shall be at Buyer's expense and Buyer shall restore the Property to the same condition it was prior to any testing. Buyer further covenants and agrees to indemnify and hold harmless Seller from and against all damages to the Property caused by any such Inspections conducted by or on behalf of Buyer. Should Buyer determine in its sole discretion that the Property is unsuitable for its intended use as a result of the Inspections, Buyer shall give Seller written notice thereof prior to the expiration of the Contingency Period, and this Agreement will terminate, the Deposit shall be refunded to Buyer, and neither party shall have any further obligations under this Agreement.

d. During the Contingency Period, Buyer may obtain at Buyer's expense a current ALTA title commitment issued by a national title insurance company for an owner's policy of title insurance in accordance with Section 4.D4(D) (the "Title Commitment").

e. During the Contingency Period, Buyer may obtain at Buyer's expense an ALTA/ASTM survey of the Property from a registered land surveyor licensed in the Commonwealth of Kentucky (the "Survey").

f. Buyer shall have until the expiration of the Contingency Period (the "Objection Date") to notify Seller in writing of any objections Buyer may have to any matters disclosed in the Title Commitment or Survey. Any matter disclosed in the Title Commitment or Survey, or which would have been disclosed in a Title Commitment or Survey, to which Buyer does not object shall be deemed a Permitted Exception. If Buyer notifies Seller in writing of any such objections prior to the Objection Date, Seller shall have the right, but not the obligation to cure such objections. Seller shall have seven (7) days from the receipt of such objections in which

to either (i) cure such objections or commit to cure the same on or before the Closing Date to Buyer's satisfaction, or (ii) notify Buyer in writing that it is unable or unwilling to cure such objections in which case Buyer may, at its option, (1) accept such title as Seller is able to convey (in which event Buyer shall be deemed to have approved such objections and they shall become Permitted Exceptions), or (2) terminate this Agreement, whereby the Deposit shall be refunded to Buyer, and thereafter neither party will have any further obligations hereunder.

B. Conditions Precedent to Seller's Obligations. Seller's obligation to close the transaction contemplated hereunder shall be subject to the satisfaction of the following conditions precedent prior to or at the date of Closing:

a. Seller shall have received the Purchase Price payable in accordance with this Agreement.

b. Buyer shall have complied with and performed all its duties and obligations under this Agreement prior to the Closing Date.

c. Each representation and warranty of Buyer set forth in this Agreement shall be true and correct in all material respects as of the date of Closing.

9. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the closing and delivery of the deed to Buyer.

10. Casualty and Condemnation. If at any time prior to the Closing Date, all or any substantial part of the Property is damaged by fire or other casualty, taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may terminate this Agreement, and thereafter neither party will have any further obligations hereunder except for the indemnifications set forth herein and the obligations to restore and repair set forth herein. If Buyer terminates this Agreement, then Seller shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken. If Buyer elects to maintain this Agreement in full force and effect, then (i) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken and not expended for repairs, or (ii) if the insurance proceeds or condemnation proceeds have been paid to Seller, then Buyer shall receive a credit against the Purchase Price equal to the amount of insurance proceeds or condemnation proceeds paid to Seller and not expended for repairs.

11. Default. If, following the full execution of this Agreement, either party defaults in the performance of its duties or obligations under this Agreement, then:

A. if Buyer is in default, then Seller may terminate this Agreement, retain the Deposit, and thereafter pursue any other remedy available at law, in equity or by statute; and

B. if Seller is the party in default, then Buyer may terminate this Agreement and receive a refund of the Deposit as its sole remedy hereunder.

12. Notice. Any notice or consent authorized or required by this Agreement shall be in writing and (i) delivered personally, or (ii) sent by a nationally recognized overnight carrier that guarantees

next day delivery, directed to the other party at the address set forth in the preamble to this Agreement or such other parties or addresses as may be designated by either Buyer or Seller by notice given from time to time in accordance with this Section 12. A notice or consent given in accordance with Section 12 shall be deemed received (i) upon delivering it in person, or (ii) one (1) day after giving it to a nationally recognized overnight carrier.

13. Benefit and Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors, and assigns.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters to which it pertains and may be amended only by written agreement signed by both Buyer and Seller.

16. Assignment. Buyer may not assign this Agreement without the prior written consent of Seller.

17. Commissions. Seller is represented by JLL. Buyer hereby represents and warrants that they have not retained any brokers with respect to the transactions as contemplated hereby. Seller is responsible for paying a market commission per the terms of a separate agreement at closing. Both parties agree to hold the other harmless from any claims through the activity of such party relating to any commissions arising from this Agreement.

18. Invalid, Illegal or Unenforceable Provision. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition.

IN WITNESS WHEREOF, Seller and Buyer executed this Agreement as of the date first set forth above.

SELLER:

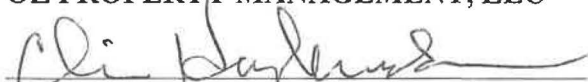
KENTUCKY UTILITIES COMPANY



By: Paul Weis
Its: Senior Manager, Real Estate & Right of Way

BUYER:

OZ PROPERTY MANAGEMENT, LLC



By: Chris Hendrickson
Its: General Partner

EXHIBIT A

DEED OF EASEMENT

The undersigned, **OZ PROPERTY MANAGEMENT, LLC**, a Kentucky limited liability company, of 120 Lothbury Avenue, Middlesboro, KY 40965 (“Grantor”), does hereby grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, with a mailing address of One Quality Street, Lexington, KY 40507, its successors and assigns (“Company”), the right, power, and privilege to construct, reconstruct, operate, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, on, over, and under upon Grantor’s property located at **2201 Cumberland Avenue, Middlesboro, KY (PVA Parcel No. 069-44-02-005.00)** and in the area as further described below. The Company is further granted the right of ingress and egress over the lands of the Grantor to and from said facilities in the exercise of this easement. The Company is further granted the right to trim, remove, and otherwise control any and all trees and other vegetation located on said easement or located within **10** feet of the centerline of the Company’s facilities; furthermore, the Company is granted the right to trim or remove any trees that, in the Company’s judgment, are at risk of falling in a manner that could pose a risk to Company’s facilities or might otherwise interfere with the operation and maintenance of said facilities. The easement granted herein is restricted solely to the reconstruction, operation and maintenance of the Company’s facilities in substantially the same location as they exist as of the date of this easement. No additional poles shall be constructed, installed or placed within the easement area without the express written consent of the Grantor.

The electric easement is twenty feet (20’) in width with the centerline of the easement being the centerline of the facilities as constructed by Company.

The Grantor, their 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. In particular, but by no way of limitation, Grantor shall not conduct any activities that restrict Company’s access to its facilities or result in violations of applicable laws and regulations, such as structures or swimming pools that violate clearance requirements to electrical facilities.

Title to the property was acquired by the Grantor by Deed dated _____ and recorded in Deed Book _____, Page _____, in the County Clerk’s Office of Bell County, Kentucky which reference is hereby specifically made for the description therein contained.

It is further agreed that the Company will restore the property to substantially the same condition that the property was in prior to installation, maintenance, or repair of the electric facilities, except that the Company will not restore or be liable for any damage for trimming, removing, or otherwise controlling trees or vegetation as permitted by this easement.

IN WITNESS WHEREOF, witness the signature of the Grantor this 13 day of March, 2026

OZ PROPERTY MANAGEMENT, LLC,
a Kentucky limited liability company

By: Chris Anderson

Print: Chris Anderson

Title: General Partner

STATE OF ky

COUNTY OF Bell

I, Steve Trospen (print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this 13 day of MARCH, 2026, by Chris Anderson as General Partner (title) of OZ Property Management, LLC, a Kentucky limited liability company, to be their free act and voluntary deed.

My commission expires 05/24/2028, 20 .

WITNESS MY HAND this 13th day of MARCH, 2026.

Steve Trospen
NOTARY PUBLIC



Notary Number: Kywp88860

Prepared by:

Joe Mandlehr, Corporate Attorney
PPL Services Corporation
2701 Eastpoint Parkway, Louisville, KY 40223