

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of March 5, 2026 (the “Effective Date”), by and between:

Louisville Gas & Electric Company

*ATTN: Real Estate Department,
820 West Broadway,
Louisville, Kentucky 40202
Email: paul.weis@lge-ku.com*

(the “Seller”)

and

Red Bird 4, LLC

*225 Eiler Avenue,
Louisville, KY 40214
Email: johnw@cardinalmfg.com*

(the “Buyer”)

WHEREAS, Seller is the owner in fee simple of the real property located at 7301 Distribution Drive in Louisville, Jefferson 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.

A. The Property. The real property to be sold by Seller is located at 7301 Distribution Drive in Louisville, Jefferson County, Kentucky, together with all improvements now existing or hereafter located thereon (including the 20-ton crane system located in the south section of the warehouse) and all rights, privileges and appurtenances belonging thereto, being the same property acquired by Company by and further described in Deed dated November 15, 2012 and recorded in Deed Book 9977 Page 550 in the Jefferson 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 B** for the guying and

associated equipment on the Property (the "Easement"), consistent with the easement originally granted to Seller on October 6, 1988 and recorded in Deed Book 5815 Page 453 in the Jefferson County Clerk's Office, and in the general locations as illustrated on the ALTA survey dated October 10, 2012.

2. Purchase Price. The purchase price for the Property is \$9,495,000.00. The Purchase Price shall be paid by Buyer 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 five (5) Business Days of the Effective Date, Buyer shall pay the sum of \$50,000.00 as a good faith deposit (the "Deposit") binding this Agreement to the Parties' escrow and closing agent, Stoll Keenon Ogden, 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 occur no sooner than April 30, 2026, and no later than seventy (70) days after the Effective Date (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 the Easement, the transfer tax due and owing on the transfer of the Property, and the recording fee for the Easement. 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 (the "Deed"), 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 be shown on any survey of the Property to Buyer's satisfaction. Buyer also agrees to grant the Easement to Seller on the Closing Date.

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 1.141% and book value attributable to the Property in the amount of \$7,442,434.40. 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 any and all ad valorem taxes assessed against the Property in 2026 and hereby indemnifies Buyer against any and all liability, claims or costs for ad valorem taxes assessed against the Property for 2026. This indemnity is to survive the Closing. 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. Affidavit of Title. On the Closing Date, Seller shall deliver to Buyer an affidavit of title sufficient to allow the title insurance company of Buyer and Buyer's lender, if applicable, to insure against any and all standard exceptions, including mechanics' liens and materialmen's liens, and rights of all parties, other than Buyer and Seller, to possession of all or any part of the Property and addressing such other items as the title insurance company shall reasonably request. Furthermore, Seller agrees to include a statement in such affidavit that Seller has, to its knowledge, not used the Property for manufacturing or production from January 1, 2021, through May 12, 2025.

G. 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.

H. Closing Statement. A closing statement executed by the parties consistent with the provisions of this Agreement.

I. Assignments. Any and all assignments, duly executed and acknowledged by Seller, deemed reasonably necessary by Buyer to cause any and all licenses, permits, authorizations, approvals, and other contracts and agreements of every kind pertaining to the Property, to be conveyed to Buyer to the extent any of the foregoing are assignable, free and clear of all liens and security interests.

J. Certification. A Closing Certification from Seller certifying as to the continued accuracy on the Closing Date of the representations and warranties set forth in Section 6.

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. At Closing, Seller shall deliver to Buyer evidence of such authority as may be reasonably requested by Buyer, Buyer's attorney or the title insurance company.

B. Subject only to the 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. All service agreements with respect to the Property will be terminated by the Closing Date.

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.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.

E. There are no governmental orders affecting the Property relative to any alleged violation of any applicable laws, ordinances, building code regulations or zoning codes relating to the Property;

F. Seller has not received any written notice of pending or threatened claims, actions, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property, and to the best of Seller’s knowledge, there are no actions, suits or proceedings pending or threatened before any court, agency, governmental authority or arbitrator related to the Property;

G. Seller warrants that it knows of no currently pending or proposed condemnation proceedings, abnormal subsurface soil conditions, or current or proposed plans to alter access from any public thoroughfares to the Property;

H. The Property is in compliance with all required licenses or permits. There are no outstanding impact fees or other fees due and owing to any municipality or governmental authority;

I. Seller will maintain the Property substantially in the same condition as of the date hereof, and not take or permit any act that might impair the value or usefulness of the Property, and not make or obligate itself to make any material alterations to the Property, through the date of Closing;

J. Seller will deliver to Buyer prompt written notice of any change of facts or circumstances that would make any of the representations or warranties contained in this Agreement untrue or otherwise affect the same after the Effective Date; and

K. To Seller’s knowledge, the Seller Due Diligence Documents provided to Buyer are true and correct.

L. Environmental Matters.

a. Laws and Hazardous Substances. For purposes of this Agreement, the term “Environmental Law(s)” shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now in effect. For purposes of this Agreement, the term “Hazardous Substance(s)” shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous.

b. Compliance with Environmental Laws. Except as disclosed in **Exhibit A**, Seller warrants and represents that Seller has not (or has no knowledge that any tenant or predecessor in interest) violated any Environmental Laws in connection with the use or ownership of the Property.

c. Absence of Hazardous Substances. Except for products used in the normal course of business and in compliance with Environmental Laws in the operation, maintenance, cleaning, and repair of the Property including the machine shop operated on the Property and as otherwise disclosed in **Exhibit A**, Seller warrants and represents that neither Seller nor any other person within Seller's knowledge, has ever caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Property nor any part thereof and neither the Property nor any part thereof has ever been used by Seller nor by any other person within Seller's knowledge, as a dump site or storage site, whether permanent or temporary, for any Hazardous Substance.

d. Absence of Litigation. Excepts as disclosed in **Exhibit A**, Seller warrants and represents that, with respect to the Property, Seller is not a party to any litigation or administrative proceeding, nor, so far as is known by Seller, is any litigation or administrative proceeding threatened against it, which in either case asserts or alleges that (i) Seller violated any Environmental Law, (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance, or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remediation or other response action which arises out of or is related to the release or threatened release or transportation of any Hazardous Substance.

e. Tanks. Seller warrants and represents to Seller's knowledge that there are not now nor have there ever been tanks on, under, or at the Property which contained materials which, if known to be present in soils or groundwater, would require cleanup, removal or some other remedial action.

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).

Seller shall remake the representations and warranties in this Section 6 again as of the Closing.

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 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 fifty-five (55) 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 (except to the extent arising out of the actions or inaction of Seller, its employees, agents or contractors). 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. Seller shall provide Buyer with copies of the due diligence documents described in **Exhibit A** (the "Due Diligence Documents") attached hereto to the extent that Seller has such documents in its possession. Seller shall provide such due diligence items and documents to Buyer no later than ten (10) Business Days after the Effective Date.

e. The Agreement is contingent upon receipt by Buyer of preliminary approval of Kentucky Business Investment incentives by Economic Development Finance Authority Board and the City of Louisville within the Due Diligence Period. If preliminary approval is not received by the expiration of the Due Diligence Period, then Buyer may notify Seller in writing of Buyer's intent to terminate the Purchase Contract, at which point Buyer shall be refunded the Earnest Money and the Agreement shall terminate.

f. During the Contingency Period, Buyer shall obtain at Buyer's expense a current ALTA title commitment issued by a national title insurance company (the "Title Company") for an owner's policy of title insurance in accordance with Section 4.D) (the "Title Commitment"). The Title Company shall have committed unconditionally to issue (effective as of the date and time of the recording of the Deed) to Buyer the Title Policy covering the Real Estate, in an aggregate amount at least equal to the Purchase Price, insuring that title to the Real Estate is free and clear of all liens, encumbrances, easements, conditions and other matters affecting title other than the Permitted Exceptions.

g. 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").

h. 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 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.

d. Buyer's execution of the Easement defined in Section 1(C).

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 as final and liquidated damages and Buyer shall have no further liability hereunder; and

B. if Seller is in default prior to Closing, 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, (ii) sent by a nationally recognized overnight carrier that guarantees next day delivery, or (iii) by e-mail (provided that one other method of service is accompanied by such e-mail) 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 by e-mail, 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. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instruments.

16. Assignment. Buyer may not assign this Agreement, except to an affiliated entity or third party owned by, controlled by, or under common ownership or control with the Buyer, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed.

17. Commissions. Todd Moorman with JLL represents Buyer and Powell Spears and Matt Hartlage with JLL represent the Seller. 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.

19. Counterparts; Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together constitute one and the same instrument. A facsimile, telecopy, .pdf, or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

20. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, pandemic, epidemic, or governmental regulation or control; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek resolution of the delay or the failure to perform as noted.

21. Business Day; Day of Performance. As used herein, a "Business Day" means any day other than a Saturday, Sunday, any other day on which national or state banks in the Commonwealth of Kentucky are not open for business. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day which is not a Business Day, then such time period shall be automatically extended through the close of business on the next following Business Day.

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

SELLER:

LOUISVILLE GAS & ELECTRIC COMPANY

By: Paul Weis

Paul Weis

Its: Sr. Manager, Real Estate & Right of Way

BUYER:

RED BIRD 4, LLC

By: John F. Weisbach

John F. Weisbach, Manager

EXHIBIT A

1. Most recent Seller's issued policy of title insurance and title report issued by the Title Company, together with copies of all listed exceptions.
2. Most recent survey of the Property.
3. Copies of all warranty agreements covering all real or personal property to be conveyed, including roof.
4. Copies of all restrictive covenants, reciprocal easement or other private agreements relating to the Property and all agreements with adjacent property owners.
5. Engineering, environmental and physical inspection reports generated by third parties regarding the Property.
6. Copies of any current vendor contracts with third parties or any other contracts related to the Property.
7. Copies of current Louisville Water Company bills.
9. Copies of any engineering or architecture plans, design concepts, designs and drawing related to the Property obtained as part of the 2012 purchase.
10. Copies of any flood zone letters, zoning letters and evidence of compliance thereof.

EXHIBIT B

DEED OF EASEMENT

The undersigned, **RED BIRD 4, LLC**, of 225 Eiler Ave, Louisville, KY 40214 (“Grantor”), does hereby grant and convey unto **LOUISVILLE GAS AND ELECTRIC COMPANY**, a Kentucky corporation, with a mailing address of 820 West Broadway Louisville, KY 40202, 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, under, and upon Grantor’s property located at **7301 Distribution Dr, Louisville, KY 40258 (Parcel ID: 230700460000)** and in the area as further described below [or shown on the plan attached hereto]. 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.

A guying easement ten (10’) feet in width starting at a pole located adjacent to the southern property line extending in a northwesterly direction and a guying easement ten (10’) feet in width starting at a pole located adjacent to the southern property line extending in a northerly direction, as constructed and shown by the ALTA/ACSM Land survey by AGE Engineering services, Inc. dated 10/30/2012, attached hereto. Said easement shall be maintained and preserved in its present condition and no change in grade or elevation shall be made without the express consent in writing of the 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 Jefferson 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.

