

**SURFACE TRANSPORTATION BOARD
Office of Proceedings
Section of Administration**

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January 26, 2021
Part of
Public Record**

**KEN TENN REGIONAL RAIL PARTNERS, INC. – CONSTRUCTION AND
OPERATION OF A LINE OF RAILROAD – IN FULTON COUNTY, KY AND OBION
COUNTY, TN**

Docket No. FD 36328

**REQUEST TO FILE A REBUTTAL TO KEN TENN REGIONAL RAIL PARTNERS,
INC.'S REPLY & REBUTTAL TO KEN TENN REGIONAL RAIL PARTNERS, INC.'S
REPLY TO PETITION TO RECONSIDER AND MOTION FOR BRIEFING
SCHEDULE**

Russell E. Reviere
Halle H. Priester
Rainey, Kizer, Reviere & Bell PLC
P.O. Box 1147
Jackson, TN 38302
rreviere@raineykizer.com
hpriester@raineykizer.com

*Counsel for the following Landowners:
Joshua and Allison Whitledge;
Ronnie Johns;
Robert Garrigan;
Dee Anna Garrigan;
Ricky and Rose Smith, individually and on
behalf of the Smith Family Trust;
Debbie Amberg, individually and on behalf of
Amberg & Son Farms;
Penny B. Hepler;
Dianne Woody, individually and on behalf of
Hope Counce Farm;
David King & Dee Anne King*

Submitted to the Surface Transportation Board this the ____ day of January, 2021.

SURFACE TRANSPORTATION BOARD

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Come now Joshua and Allison Whitledge, Ronnie Johns, Robert Garrigan, Dee Anna Garrigan, Ricky and Rose Smith, individually and on behalf of the Smith Family Trust, Debbie Amberg, individually and on behalf of Amberg & Son Farm, Penny B. Hepler, Dianne Woody, individually and on behalf of Hope Counce Farm, and David King and Dee Anne, [hereinafter collectively “the Landowners”], by and through counsel, and hereby request permission to file a rebuttal for good cause to Ken Tenn Regional Rail Partners, Inc.’s [“Ken Tenn”] reply to their petition to the Board to reconsider its preliminary decision exempting Ken Tenn’s construction of 12.17 miles of new rail line from regulation under 49 U.S.C. § 10901, *et seq.*, pursuant to 49 U.S.C. § 1322(c). The Landowners concurrently submit their rebuttal, should the Board grant the request, for the Board’s consideration.

REQUEST TO FILE A REBUTTAL TO KEN TENN’S REPLY

Under 49 C.F.R. § 1104.13(c), a reply to a reply is not permitted. However, the Landowners respectfully request the opportunity to rebut the response that Ken Tenn submitted to the Board. The Landowners would submit that they became aware of the Board’s decision granting a preliminary exemption to Ken Tenn within days of the deadline for a Petition to Reconsider significantly compressing the time to respond rather than having a full 30 days as per the order. In other words, the Landowners, through counsel, had to scramble to put together a Petition to

Reconsider but specifically advised that there was more information that the Board would certainly want to consider in order to be fair to the Landowners.

In the interim, the Landowners have gathered verified statements to support to their arguments and add material evidence to the record. Further, on December 30, 2020, Ken Tenn specifically invited the Landowners and Russell E. Reviere, counsel for the Landowners—for the first time—to what Clay Billingsley, Vice Chairman of the Board of Ken Tenn, stated would be a public meeting on January 6, 2021, to discuss the proposed railway and give Landowners an opportunity to ask questions. Certain Landowners attended with Counsel but then were advised that no questions would be taken.¹ Counsel specifically advised that the areas in which answers were sought included improper notice and the basic assumptions of the economic impact study. Specifically, Landowners wanted to know why only four landowners—two of which had connections to Ken Tenn—were advised of their plans instead of all landowners. Further, Counsel stated that there were questions regarding the assumption that ten (10) industries would relocate to the area simply based upon the construction of the rail line in question—which formed the basis for all predicted economic benefit to the area—with no analysis or detail whatsoever as to how this rail line would attract these industries. Ken Tenn representatives and their counsel advised that no answers would be provided to those or any of the additional questions. Accordingly, the meeting did not provide a forum for discussion, as Ken Tenn did not give the Landowners in attendance an opportunity to speak.

In the interest of fairness and supplementation of the record, the Landowners submit the below rebuttal for the Board's consideration.

¹ See affidavit of Russell E. Reviere attached hereto as Exhibit A.

REBUTTAL TO KEN TENN'S REPLY

Ken Tenn's Reply only serves to highlight the necessity of reconsideration. Ken Tenn admits that it did not provide adequate notice to all potentially affected landowners, only some. As will be elaborated upon below, Ken Tenn falsely represents that going forward it is willing to allow Landowners and other adverse parties to participate in its public meetings. Ken Tenn further admits that it did not notify the Board of the solar farm leases, as its failure to conduct comprehensive community outreach led it to miss the publicly filed leases. Finally, the Landowners would submit that the Board's reliance on Ken Tenn's unfounded and hyperbolic economic impact study in granting the preliminary exemption was in error since it provided literally no basis or analysis for the assumption of ten new industries relocating to the area. In line with this assertion, in its Reply, Ken Tenn does not refute that they have no further funding secured for this project and that the goals for this project—to create a loop linking Cates Port to Union City and to Hickman Port—are already accomplished by existing railway, approved by this Board in FD 35802. Therefore, the Landowners submit the below arguments to rebut Ken Tenn's Reply.

The Landowners will frame their rebuttal arguments within the standard for a petition for reconsideration articulated in 49 C.F.R. § 1115.3(b). The regulation states that a petition for reconsideration “will be granted only upon a showing of one or more of the following points: (1) The prior action will be affected materially because of new evidence or changed circumstances. (2) The prior action involves material error.”

I. New evidence

The new evidence discussed below is relevant to the Board's consideration of this project, as a whole, and this project's utter failure to promote its fundamental policies “to encourage honest

and efficient management of railroads” and “to operate transportation facilities and equipment without detriment to the public health and safety.” 49 U.S.C. § 10101(8)–(9).

A. Inadequate Notice

Ken Tenn, despite its attempt to convince the Board otherwise, has conducted very little sincere community outreach and provided selective notice of the proposed route to some, but not all, affected landowners. Specifically, Ken Tenn admits that it only discussed the proposed route with “some potentially affected landowners” prior to filing its Petition for Exemption.² In fact, Ken Tenn revised its route to accommodate a Tyson chicken operation when the owner “informed [Ken Tenn] that rail operations would negatively impact the pullet operation.”³ Ken Tenn admits that it worked with certain landowners but provides no justification for its failure to continue anything remotely resembling proactive outreach to landowners affected by the new proposed route. Even now, Ken Tenn only plans to offer a “public outreach meeting following the issuance of the cultural survey report,” which fails to account for the fact that Ken Tenn has demonstrated a complete disregard for the opinions of the now-affected landowners and that the request for public input on the proposed route at that point would be futile.⁴

Ken Tenn inexplicably relies on the Right of Entry (“ROE”) agreements as proof of adequate notice.⁵ However, it began distributing the Right of Entry (“ROE”) agreements **after** it filed the Petition for an Exemption—and with no notice that the Petition was pending. Further, as the Landowners have asserted, and as they attest to in their verified statements, in an attempt to persuade them to sign the ROE agreements, Ken Tenn representatives presented them along with

² Ken Tenn’s Reply at p. 4.

³ *Id.* at p. 14. See also August 7, 2020 Letter from Ken Tenn to the Office of Environmental Assessment, attached hereto as Exhibit B.

⁴ Ken Tenn’s Reply at p. 5.

⁵ Ken Tenn Reply at p. 16. See Verified Statements of Allison Whitledge, Ricky Smith, and Robert Garrigan, attached hereto as Exhibits C, D & E.

verbal assurances that the rail project was in its infant stages and might not ever come to fruition. Although Petitioner Robert Garrigan and Petitioner Ricky Smith initially signed the ROE agreement, they quickly rescinded the agreement and expressed opposition to the project, as a whole. Their rescission demonstrates Ken Tenn’s failure to communicate what it was doing and provide actual notice of its plans.

Petitioner did submit a letter to Diana Wood of the Office of Environmental Assessment of the Surface Board dated August 20, 2020 which allegedly spoke to is “public outreach”. It stated that “KTRRP has further engaged local industries and property owners that could potentially be impacted by KTRRP’s rail construction project”. However, despite claiming that it reached out to property owners that could be affected, it only identified “outreach” to four property owners in Kentucky and Tennessee—namely Major Farms, Rice Farms, Gray Farms, and Garrigan Farms.⁶ It should be noted that Melissa Garrigan, is a member of the Board of Ken Tenn,⁷ and is married to Petitioner Robert Garrigan. However, the fact that the only objecting landowner with actual notice of Ken Tenn’s plans is the only objecting landowner with a relative on the Ken Tenn Board further demonstrates the insular nature of the Board’s conduct. Landowners not fortunate enough to have their spouses on the Board were blindsided by the chosen route. As is further indicated in his verified statement, the extent of Mrs. Garrigan’s involvement in this project—since January of 2020—has been almost completely limited to what the Ken Tenn Board discussed in its meetings.⁸ Mrs. Garrigan has not been privy to decisions made outside of the Ken Tenn Board’s

⁶ See August 20, 2020 Letter from Ken Tenn to the Office of Environmental Assessment, attached hereto as Exhibit F.

⁷ Ken Tenn includes Garrigan Farms in the August 20, 2020 letter summarizing public outreach as one of the three Kentucky property owners and one of the two Tennessee property owners with whom it conducted outreach efforts.

⁸ See all Ken Tenn Board Board Meeting minutes attached hereto as Exhibit G.

purview pursuant to a clear agenda to push this project through as quickly as possible to avoid giving any opposing landowners the opportunity to mount an opposition.

Since its incorporation, the Ken Tenn Board has met seven times, five times between September 5, 2019 and November 14, 2019, only once in 2020 on July 31, 2020, and now once on January 6, 2021. Ken Tenn's claim to public notice of their public meetings—specifically their July 31, 2020 meeting—rests entirely on a perfunctory notice in the classified section of a newspaper that merely stated "proposed routes" would be considered without any indication whatsoever where those routes might be.⁹ That is not notice. It is curious that although two proposed routes, the Environmental Assessment versus Environmental Impact Study, and a petition for waiver or reduction of the application fee were discussed in the July 31, 2020 meeting, the Board did not discuss filing the Petition for an Exemption. At no point prior to filing did Ken Tenn publicly disclose that it would file a Petition with the Surface Transportation Board to exempt it from the procedures in place to regulate the building of new railroads.

In its Reply, Ken Tenn states that all landowners have to do is show up at their public meetings, and they will be heard, but in the same breath, they state that affected parties should wait until all their reports are complete.¹⁰ This hypocrisy is evident from the fact that in the first meeting after filing the petition, its Board declined to hear from landowners. The Ken Tenn Board held a public meeting on January 6, 2021, after the Landowners filed their Petition for Reconsideration. Prior to the meeting, Clay Billingsley directly contacted Allison Whitledge and Russell E. Reviere, counsel for the Landowners, to notify them that the Petition would be discussed and that it was his intention to work with the opposed Landowners to resolve the issues discussed

⁹ Ken Tenn Reply at p. 14.

¹⁰ Ken Tenn Reply at p. 14–15.

in their Petition.¹¹ Counsel for the Landowners, as well as Landowners given actual notice of the meeting, including Allison Whitledge, Ronnie Johns, Ricky Smith, and Robert Garrigan, attended with the expectation that a productive discussion would ensue. As such, the Landowners were prepared to address many of the areas of concern identified in their Petition, specifically Ken Tenn's failure to provide adequate notice to affected landowners, the necessity of the project, assumed attraction of new industry with absolutely no analysis in the Economic Impact Analysis (obtained only after an Open Records Request) as to how or why, and their inability to obtain adequate funding to see the project through to completion. However, on par with Ken Tenn's previous actions, this was not the case.

After a brief status update from Bobby King, the project manager, Mr. Billingsley made a statement to be included in the meeting's minutes to refute any allegation in the Landowners' Petition to Reconsider that any self-dealing had occurred in the development of this project. The Landowners made no such allegation in their Petition to Reconsider. However, upon information and belief, Mr. Billingsley's brother-in-law and his family own Gray Farms, one of the only two Tennessee landowners with whom Ken Tenn conducted community outreach. Emily Billingsley, of Williams Food Works and Distribution and spouse of Clay Billingsley, also submitted the only letter of support from private industry.¹² The Ken Tenn Board then voted to file a Response and, without any warning, promptly adjourned the meeting.

At no point did the Ken Tenn Board entertain questions or present the opportunity for any meaningful discussion—as was represented by Mr. Billingsley to Mrs. Whitledge and Mr. Reviere—despite Mr. Reviere immediately speaking up and inquiring as to whether they would take any questions. Mr. Reviere specified that his questions would include relevant areas of

¹¹ See Verified Statements of Allison Whitledge and Rusty Reviere, attached hereto as Exhibits A & C.

¹² See Ken Tenn Petition Exhibit D at p. 40.

inquiry: (1) lack of notice to all landowners, (2) complete lack of apparent analysis as to why ten new companies would come to an “economically depressed area” simply because of this short rail line, (3) whether there had been any company or business who had expressed any level of commitment or even interest in locating in the area, (4) why the route had been modified, and (5) how Ken Tenn was going to raise the required \$25M cost from “public and private funds.”¹³ This is yet another example of the Board's repeated refusal to engage with Landowners.

B. Solar Farm Leases

Development of clean energy sources is of the utmost importance to our planet’s wellbeing and its population’s health and safety. Petitioners Allison and Joshua Whitley and Petitioners Ricky and Rose Smith recorded these Memoranda of Leases—regarding the lease of their property to become solar farms—in Obion County with the express purpose of providing public notice of the Leases in January of 2019, over a year and a half before Ken Tenn filed its Petition.¹⁴ Ken Tenn claims that it did not have notice of the filed Memoranda of Leases until December 9, 2020.¹⁵ In doing so, Ken Tenn admits that it did not provide proper notice of the proposed route. Ken Tenn believes that vague statements printed in a newspaper are sufficient notice for landowners; but it somehow missed clear documents on file in the Registrar's office. If Ken Tenn’s notice to and communications with landowners were adequate, they would not have learned of the solar farm leases months after they claim to have provided notice to all interested parties.

This railway, and specifically any progress towards approval of construction of this railway, could drastically affect—and quite possible completely halt—these projects that are currently in the final stages of development before construction will begin. This would deprive

¹³ See affidavit of Russell E. Reviere for more detail, attached hereto as Exhibit A.

¹⁴ See Memoranda of Leases attached hereto as Exhibit H.

¹⁵ Ken Tenn Reply at p. 12–13.

the region of an invaluable sustainable energy source. In its place would be an underutilized railway that would inevitably fail to achieve any of the predicted benefits to the area.

In sum, the demonstrated lack of notice, the clear opposition to the project, and the solar farm projects are "new facts" warranting reconsideration. The fact that Ken Tenn "missed" the solar farm leases further warrants reconsidering whether an Environmental Impact Study rather than an Environmental Assessment should be required.

C. Misleading information on the "revised" line leaving impression of genuine community outreach leading the Board to believe there was no opposition

Ken Tenn deprived the Board of the most important evidence—the fact that a vehement opposition to this project exists—when considering Ken Tenn’s Petition for an Exemption. The clearly inadequate notice to affected landowners excluded those that would potentially oppose the proposed route from the conversation.

Specifically, the landowners have legitimate questions as to why this line was revised from its original route, which apparently served the wishes of one landowner when the overwhelming majority of other landowners were not even aware of what was occurring and were certainly unaware of the petition filed with the Board. Ken Tenn represented to the Board that “[t]he route is referred to as the Revised Preferred Route because KTRRP modified its original preferred route following **community outreach**.”¹⁶ This led the board to believe that a legitimate “community outreach” campaign had occurred, when it had not. This also led the Board to conclude that the petition was “unopposed.”¹⁷ Even more concerning to the Landowners is that the previous route affected Gray Farms, the property of the brother-in-law of Mr. Clay Billingsley, that raises chickens for Tyson. As stated above, Gray Farms was one of two Tennessee landowners with

¹⁶ Ken Tenn’s Petition at p. 6 n.2. (emphasis supplied)

¹⁷ Surface Transportation Board Decision at p. 3 & 5.

whom Ken Tenn conducted community outreach. The preferred route no longer affects Gray Farms, and Ken Tenn's stated reason for re-routing the preferred route was to avoid affecting "poultry barns that house the breeding stock for Tyson's Union city operation."¹⁸ Clearly, those with the ability to push this route off their land did so, leaving those with no notice of the plans without the opportunity to object. Community outreach entails outreach to **all** affected landowners, which plainly did not occur prior to Ken Tenn filing its Petition for an Exemption.

And now, in the face of active opposition, Ken Tenn chooses to continue misrepresenting to the Board that "there still is no opposition raised to the specific sections of the RTP cited."¹⁹ As is clear in the Petition for Reconsideration, the Landowners fully oppose this railway project and dispute every single representation Ken Tenn has made to the Surface Transportation Board. Ken Tenn has handled this project in a dishonest manner, from its inception, and has shown that it will continue attempting to justify its behavior with even more misrepresentations and pageantry.

II. Material Error

The Board rested its decision, in part, upon the economic impact projected in the study, which the Landowners would respectfully submit was in error, as the study was not based on realistic estimates but on hyperbolic assumptions.

Ken Tenn categorizes the Landowners' challenges to the Board's decision on the transportation merits of this project as superficial, yet the Landowners would counter that Ken Tenn's evidence in support of the transportation merits consists of smoke and mirrors. The Landowners' argument that existing rail line connects Hickman Port to Union City and from Cates Port to Union City is a brick-and-mortar fact, as evidenced by the map attached to Ken Tenn's

¹⁸ Ken Tenn Reply at p. 7.

¹⁹ Ken Tenn Reply at p. 11.

Petition for Exemption as Exhibit A-1.²⁰ The existing rail line, the green, purple, black, and yellow portions, already connects all points of importance highlighted by Ken Tenn in their arguments that this new rail line is necessary, rendering the new rail line, the red portion, superfluous. Ken Tenn fails to justify the need for new track.

Moreover, with the benefit of reviewing the entire economic impact study, obtained only after submitting an Open Records Request,²¹ the Landowners would submit that two lofty assumptions—upon which the entire study depends—render the entire study unreliable, at best. First, the study assumes “[a]n estimated \$25 million will be invested for construction of the rail line expansion.” Ken Tenn simply has not shown the ability to obtain this funding, aside from unfounded assertions that it will use the grant of a preliminary exemption to leverage access to more funding, and does not contest this in its Reply. If the existing industries would allegedly benefit from gaining direct access to rail transportation, why have they not committed any funds to the project? Aside from one letter of support from Williams Food Works, **no** existing industry in the region has even advocated for the new rail line. Second, the study assumes “the location of 10 new industries” to the region as a result of the rail line expansion, and that “each new industry would employ 100 jobs directly.” However, there is no analysis at all on why this is a reasonable assumption.

Logically, Ken Tenn should have conducted studies as to what caused industries to leave the area to determine if this costly and intrusive rail line has any likelihood of overcoming any such factor(s). Ken Tenn should be able to show why and how this rail line would supposedly be the difference maker in attracting the assumed 10 new industries and to provide detail regarding the supposed type of industry that would need and use this line. Ken Tenn has not shown that it

²⁰ The map is attached hereto as Exhibit I for the Board’s convenience.

²¹ See Request, attached hereto as Exhibit J.

has even begun conversations with any new industries regarding their relocation to the region. Despite the overwhelming void of analysis, these wholly unsupported assumptions form the basis for the entire projected economic benefit to the area. Obviously, the supposed economic impact is basis for this project, and analysis of this economic impact report unveils the “house of cards” upon which this entire railway project is built.

CONCLUSION

For these reasons, Landowners now request that the Board consider their Rebuttal to Ken Tenn’s Reply to their petition to the Board to reconsider its decision to preliminarily grant Ken Tenn an exemption from the procedures outlined in 49 U.S.C. § 10901, *et seq.*

Respectfully submitted,



Russell E. Reviere (TN BPR No. 007166)
Halle H. Priester (TN BPR No. 037615)
Rainey, Kizer, Reviere & Bell PLC
P.O. Box 1147
Jackson, TN 38302
(731) 423-2414 – telephone
(731) 426-8150 - facsimile
rreviere@raineykizer.com
hpriester@raineykizer.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of this pleading or document was served upon all parties of record by mailing postage prepaid, by delivery to the person or office of such counsel, or by electronic means, as follows:

Justin J. Marks
Counsel for Ken Tenn Regional Rail Partners, Inc.
1001 Pennsylvania Ave. N.W., Suite 1300 South
Washington, DC 20004
(202) 772-0916
jmarks@clarkhill.com

Honorable James Comer
1037 Longworth House Office Building
Washington, DC 20515
(202) 225-3115
sarah.coffman@mail.house.gov

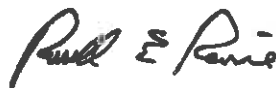


Exhibit A

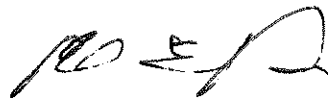
Verified Statement of Russell E. Reviere

1. I am a duly licensed and practicing attorney in the State of Tennessee.
2. I was retained by the landowners in this matter to represent them in preparing a Petition for Reconsideration with a deadline of approximately one week from the time I was hired to file the Petition, which was filed by the deadline.
3. Subsequent to filing this Petition, I received a voice mail message from Clay Billingsley, one of the individuals principally involved in this matter for Ken Tenn before the Surface Transportation Board, who advised that there was going to be a public gathering by Ken Tenn in Hickman KY on January 6th which I immediately made plans to attend and was very much under the impression that there was going to be Q&A and interaction, partly based upon information provided to me by one of my clients who also had communication with Mr. Billingsley.
4. In order to make this occasion productive, I spent time organizing my thoughts and to identify specific areas that my clients and I were very interested in hearing more information on or explanation and were pleased to have this opportunity.
5. My associate and I travelled to Hickman, KY, on this date and were invited to take a seat at the long conference table. I assembled my material to prepare to ask genuinely relevant and not provocative questions only to find that the meeting basically consisted of adopting the minutes of the previous meeting, a suggestion by Clay Billingsley that he would like for Ken Tenn to file a response to our Petition because it alleged fraud and "self-dealing" (the latter was not alleged in our Petition) and then, after a vote to authorize the filing, the meeting was adjourned.
6. I then asked if questions would be taken and was told that the answer was no. I then stated that we had been invited to attend and understood that there would be an interactive discussion and that we had legitimate questions including (1) why only four of the multiple landowners in KY and TN were given notice in their alleged "public outreach", (2) why the route was changed, (3) whether there had been any more investigation or vetting of the assumption of ten (10) new industries locating to the area that industry had left with an assumed workforce of 100 employees at an assumed hourly rate with absolutely no analysis at all in the Younger Associates "Rail Expansion Project Economic Impact Analysis" (a full copy of which was obtained after an Open Records Request" sent after we had filed our Petition) which ultimately projected an economic impact of over \$390 million dollars with literally no analysis at all as to how or why the supposed new industries would be attracted due solely to the construction of this additional rail line, (4) if there had been any commitment or even stated interest by any company or organization and (5) the particulars of how they assumed that they would be able to raise the estimated required cost of \$25M from "public and private funds".

7. Even after identifying these very legitimate concerns by the affected landowners, I was told that no answers would be provided but that "they would look into it" and get back to me.
8. Obviously, the cost incurred by my clients for my preparation and attendance was wasted due to the Ken Tenn's Board's refusal to provide answers to these very legitimate and appropriate areas of inquiry.

VERIFICATION

I, Russell E. Reviere, declare under penalty of perjury that I have read the foregoing Verified Statement, that I have personal knowledge of the facts asserted therein, and that the same are true as stated. Further, I certify that I am qualified and authorized to submit this Verified Statement.



RUSSELL E. REVIERE



Date

Exhibit B

CLARK HILL

Justin J. Marks
T 202.772.0916
F 202.772.0930
Email: jmarks@ClarkHill.com

Clark Hill
1001 Pennsylvania Avenue NW
Suite 1300
Washington, DC 20004
T 202.772.0909
F 202.772.0919

clarkhill.com

August 7, 2020

VIA E-MAIL

Ms. Diana Wood
Office of Environmental Assessment
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

**Re: STB Docket No. FD 36328, Ken Tenn Regional Rail Partners, Inc. –
Construction and Operation Exemption–In Obion County, Tenn. and Fulton
County, Ky.**

Dear Ms. Wood:

This letter is to inform you that Ken Tenn Regional Rail Partners, Inc. (“KTRRP”) is revising the Preferred Route for the petition for exemption for construction and operating authority that KTRRP will soon be submitting to the Board.

KTRRP is actively engaging the communities that will potentially be impacted by the rail construction project and after this outreach has determined that the revised Preferred Route will have a smaller impact on the community than the original Preferred Route.

The original Preferred Route ran adjacent to a high-tech specialized poultry farm known as a “pullet operation.” The owner of the poultry farm informed KTRRP that rail operations would negatively impact the pullet operation. KTRRP is sensitive to the concerns of the agricultural community that it hopes to serve with rail service and has therefore revised its Preferred Route.

The revised Preferred Route is approximately 12.4 miles long and will utilize approximately 3.5 miles of an abandoned rail corridor. Enclosed with this letter is a map of the revised Preferred Route.

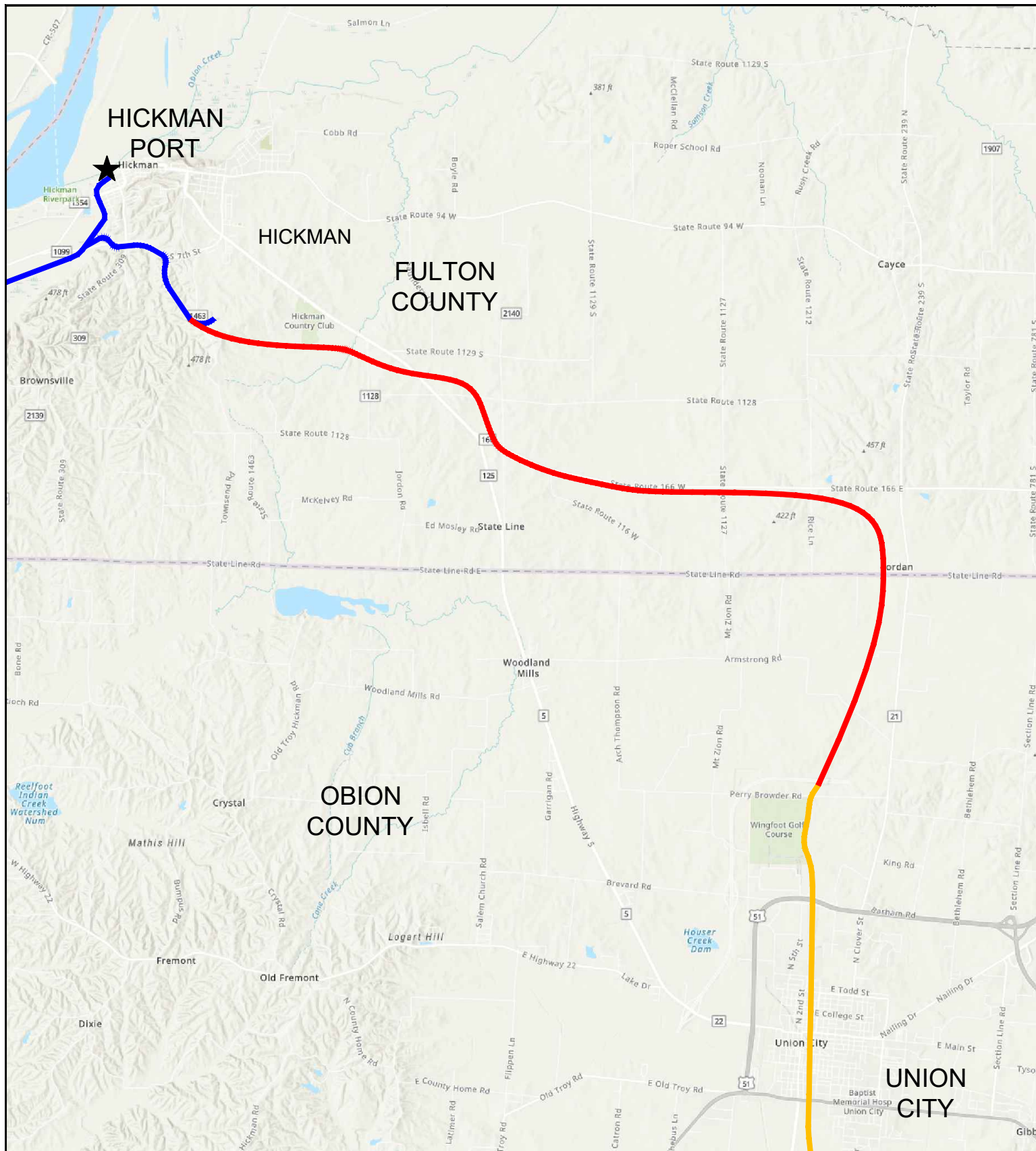
August 7, 2019
Page 2

Thank you,

A handwritten signature in blue ink that reads "Justin J. Marks". The signature is written in a cursive, flowing style.

Justin J. Marks
*Counsel for Ken Tenn Regional Rail
Partners, Inc.*

Enclosure



REVISED PREFERRED ROUTE MAP

- REVISIED PREFERRED ROUTE
- TENNKEN RAILROAD
- UNION CITY TERMINAL RAILROAD

KTRRP
KEN TENN REGIONAL RAIL PARTNERS
PROPOSED RAIL LINE
THROUGH
FULTON COUNTY, KENTUCKY & OBION COUNTY, TENNESSEE

Exhibit C

VERIFIED STATEMENT OF ALLISON WHITLEDGE

The undersigned hereby swears and affirms upon personal knowledge as follows:

1. I, Allison Whitledge, am over the age of eighteen (18) and am competent to testify.
2. Ken Tenn's proposed railway route affects my land.
3. On November 23, 2020, I received a phone call from Bedford Dunavant. He stated he needed to speak with my husband about signing a document for entry to one of our farms in Obion County, Tennessee. Mr. Dunavant told me the document was for the Ken Tenn Rail project. I told him that I did not know much about the project and asked how it was going to affect our property. Mr. Dunavant offered to send me some email information.
4. Mr. Dunavant sent an email while we were on the phone containing a Right of Entry Agreement, a Map of the preferred and alternative route, and a list of the Tennessee individual landowners that were being contacted. I glanced at the documents and told him I still did not know enough about the project to be comfortable with signing anything. He requested a face-to-face meeting to discuss further. We scheduled a meeting to occur in my office on December 8, 2020.
5. On December 8, 2020, Bobby King (Director of KTRRP) and Greg Curlin (Director of Hickman Riverport) appeared at my office for the meeting. Bedford Dunavant did not attend, and I do not know why. We exchanged pleasantries and began talking about the project. Mr. King again requested my signature on the Right of Entry agreement, and I again explained I was not comfortable signing. I asked who else had signed a similar agreement. They indicated that I was one of the last affected landowners on the Tennessee side with whom they had met, and everyone else had signed. They acted like signing the ROE was no big deal. In fact Mr. King stated the project was still in very early stages and that it still might not happen, and even if it does it will be years down the road. The ROE, according to him, was just a preliminary step to move forward. I

asked about who they had spoken with on the Kentucky side, and he gave me a list of owners he said the project would affect. Greg Curlin said they had not really started talking to many of the Kentucky landowners yet but would be speaking with them in the next few weeks. He indicated he had talked with some and everyone seemed fine with the project. I remember telling him that I found that interesting, because the Kentucky landowners I had spoken with were not in favor of the project.

6. On December 8, 2020, I indicated that I was not supportive of the project, and I would not sign the ROE.

7. At no point during our December 8, 2020 meeting did either individual indicate that Ken Tenn filed the Petition for Exemption with the Surface Transportation Board months earlier, despite spending a great deal of time telling me how this was still so preliminary and it might never happen.

8. On Wednesday, December 30, 2020, Clay Billingsley called me. Mr. Billingsley said they had received our Petition for Reconsideration. He called to personally let me know that there was going to be a meeting on January 6, 2021, at the Hickman Riverport on this issue. Mr. Billingsley stated that he thought we all needed to get in the same room and see if we could resolve this. He went on to say that he moved back to this area to be close to family and friends and the last thing he wanted to be involved with was something adverse to neighboring landowners and people he knew. He informed me that he had talked to Penny as well. He indicated that he had also tried to call Rusty Reviere regarding the meeting. Mr. Billingsley specifically stated the agenda would include an opportunity for discussion. I told him all landowners that were able to attend would be there, along with our legal counsel.

9. On December 31, 2020, Clay sent me a copy of the agenda by email, which showed that there would be discussion on the Petition.

10. On January 6, 2021, I attended the Ken Tenn Board meeting at the Hickman Riverport, along with Ricky Smith, Robert Garrigan, Ronnie Johns, and our legal counsel.

11. On January 6, 2021, the Board did not invite discussion regarding our Petition, aside from the Board voting to file a Reply, and refused questions on the topic.

VERIFICATION

I, Allison Whitledge, declare under penalty of perjury that I have read the foregoing Verified Statement, that I have personal knowledge of the facts asserted therein, and that the same are true as stated. Further, I certify that I am qualified and authorized to submit this Verified Statement.


ALLISON WHITLEDGE

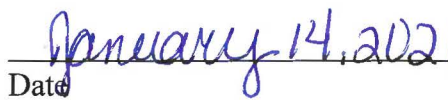

Date

Exhibit D

VERIFIED STATEMENT OF RICKY SMITH

The undersigned hereby swears and affirms upon personal knowledge as follows:

1. I, Ricky Smith, am over the age of eighteen (18) and am competent to testify.
2. Ken Tenn's proposed route affects my land, held in the Smith Family Trust.
3. On December 7, 2020, Bobby King came to my home to have me sign a Right of Entry agreement to allow CSR Engineering access to my land to test the soil.
4. Mr. King explained that they needed the Right of Entry agreement to establish an alternate route for a railway project.
5. I informed Mr. King that the land to which they wanted entry was under contract for a solar farm and that the land was unavailable for a railway.
6. Mr. King stated that this route was only an alternate and would never become a railway, but he maintained they needed a viable alternate route in order to obtain a grant.
7. I informed him that I could not sign for the Trust without my wife's signature.
8. Mr. King assured me that if I signed but later revoked my signature, he would tear up the signed agreement.
9. Although I initially signed the Right of Entry, I did so with the understanding that the sole purpose of testing the soil on my land was to develop an alternate route and the assurance that this route would never become a railway.
10. I called Mr. King within two hours, after speaking with my wife and attorney, and revoked the agreement. He again assured me that he would tear up the signed agreement.
11. On December 4, 2020, Allison Whitledge informed me that the Surface Transportation Board had granted Ken Tenn a preliminary exemption and that Ken Tenn had filed its Petition for an Exemption back in September of 2020.

VERIFICATION

I, Ricky Smith, declare under penalty of perjury that I have read the foregoing Verified Statement, that I have personal knowledge of the facts asserted therein, and that the same are true as stated. Further, I certify that I am qualified and authorized to submit this Verified Statement.



RICKY SMITH

1/19/2021
Date

Exhibit E

VERIFIED STATEMENT OF ROBERT GARRIGAN

The undersigned hereby swears and affirms upon personal knowledge as follows:

1. I, Robert Garrigan, am over the age of eighteen (18) and am competent to testify.
2. Ken Tenn's proposed railway route affects my land.
3. My wife Melissa is on the Board of Ken Tenn Regional Rail Partners.
4. Melissa previously met with Greg Curlin on January 14, 2020, regarding the route options for this railway project and suggested that the route follow the TVA line, which is not the route that Ken Tenn chose.
5. Melissa has made it clear in all Board meetings that she only supports this project if the affected landowners agree to the route and that she does not support taking anyone's land.
6. Before the July 31, 2020 Board meeting, Greg Curlin called my wife to notify her that the proposed route would go through our land.
7. On November 20, 2020, Bobby King came to my home to have me sign a Right of Entry agreement.
8. On December 4, 2020, Allison Whitedge informed me that the Surface Transportation Board had granted Ken Tenn a preliminary exemption and that Ken Tenn had filed its Petition for an Exemption back in September of 2020.
9. Although I initially signed the Right of Entry, on December 12, 2020, my wife and I revoked the agreement.

VERIFICATION

I, Robert Garrigan, declare under penalty of perjury that I have read the foregoing Verified Statement, that I have personal knowledge of the facts asserted therein, and that the same are true as stated. Further, I certify that I am qualified and authorized to submit this Verified Statement.



ROBERT GARRIGAN

1/14/2020

Date

Exhibit F

CLARK HILL

Justin J. Marks
T 202.772.0916
F 202.772.0930
Email: jmarks@ClarkHill.com

Clark Hill
1001 Pennsylvania Avenue NW
Suite 1300
Washington, DC 20004
T 202.772.0909
F 202.772.0919

clarkhill.com

August 20, 2020

VIA E-MAIL

Ms. Diana Wood
Office of Environmental Assessment
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

**Re: STB Docket No. FD 36328, Ken Tenn Regional Rail Partners, Inc. –
Construction and Operation Exemption–In Obion County, Tenn. and Fulton
County, Ky.**

Dear Ms. Wood:

This letter is to provide OEA a summary of public outreach undertaken to date by Ken Tenn Regional Rail Partners, Inc. (“KTRRP”) engaging Kentucky and Tennessee federal, state, and local policy makers. KTRRP has further engaged local industries and property owners that could potentially be impacted by KTRRP’s rail construction project.

Kentucky:

Federal:

U.S. Senator, Mitch McConnell
U.S. Senator, Rand Paul
U.S. Congressman, James Comer

State:

State Senator, Stan Humphries
State Representative, Steven Rudy
KY DOT Secretary, Jim Gray
KY DOT Freight, Rail, and Waterways Coordinator, Jeremy Edgeworth

August 20, 2020

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Local:

Hickman County Judge Executive, Kenny Wilson
Fulton County Judge Executive, Jim Martin
Fulton – Hickman County EDP Director, Mark Welch
Hickman City Manager, David Gallagher
Fulton City Manager, Mike Gunn
Hickman City Mayor, Heath Carlton
Fulton City Mayor, David Prater

Fulton County Fiscal Court
Judge Executive, Jim Martin
Magistrate District 1, James Paitsel
Magistrate District 2, Wade Adams
Magistrate District 3, Hugh Caldwell
Magistrate District 4, Shaun Parks

Local Economic Development Agencies:

Fulton and Hickman County Economic Development Partnership
Purchase Area Development District
Hickman Fulton County Riverport Authority Board of Directors
Hickman Industrial Development Authority Directors

Local Industries:

Representatives of TOKI Carbon Plant
Representatives of Cargill Inc.
Representatives of Bunge Inc.
Representatives of TennKen Railroad Inc.
Representatives of Helena Chemical Inc.

Property Owners:

Representatives of Major Farms
Representatives of Garrigan Farms
Representatives of Rice Farms

August 20, 2020

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Tennessee

Federal:

U.S. Senator, Lamar Alexander
U.S. Senator, Marsha Blackburn
U.S. Congressman, David Kustoff
U.S. Dept of Agriculture, Stephen Vaden, General Counsel

State:

State Representative, Rusty Grills
State Senator, John Stevens
TN DOT, Daniel Pallme
TN DOT, Amy Kosanovic
Tennessee Department of Economic and Community Development, Brooxie Carlton

Local:

Obion County Mayor, Bennie McGuire
Obion County Commissioners

Union City Industrial Development Board
Union City Economic Development Director, Lindsay Frilling

Northwest Tennessee Economic Development District

Lake County Mayor, Denny Johnson
Lake County Economic Development Director, Marcia Mills

Port of Cates Landing, Trey Fredriksen, Marketing and Operations

Local Industries:

Representatives of Tyson Foods
Representatives of Williams Sausage
Representatives of Nutrien AG
Representatives of Indiana Business Railroad and subsidiary Union City Terminal Railroad
Representatives of Hickman River City Development Counsel
Representatives of Ten-Kenn Railroad
Representatives of Kohler Co.
Representatives of Titan Tire
Representatives of Green Plains

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Property Owners:

Representatives of Gray Farms

Representatives of Garrigan Farms

Academia:

University of Tennessee at Martin, Todd Winters, Dean of the College of Agriculture and Applied Sciences and Interim Executive Director of Research, Outreach, and Economic Development

Please let me know if you have any questions.

Thank you,

A handwritten signature in blue ink that reads "Justin J. Marks". The signature is fluid and cursive, with the first name "Justin" and last name "Marks" clearly legible.

Justin J. Marks

*Counsel for Ken Tenn Regional Rail
Partners, Inc.*

Exhibit G

MINUTES OF THE MEETING
OF KEN-TENN REGIONAL RAIL PARTNERS, INC.

A meeting of Ken-Tenn Regional Partners, Inc. was called to order on the 31st day of July, 2020, at 10:12 a.m., Hickman Fulton County Riverport Authority, 625 Catlett Street, Hickman, Kentucky.

Members present were:

Greg Curlin, Chairman

Clay Billingsley, Vice Chairman

Cody Martin, Secretary

Melissa Garrigan, Member

John Horner, Member

Bobby King, Project Manager

Mark Welch, Fulton County Economic Development

No other citizens or members of media were present.

The minutes from the November 14, 2019, meeting were reviewed. John Horner made a motion to ratify the minutes and Melissa Garrigan offered a second to Mr. Horner's motion. The motion to approve minutes passed unanimously.

Bobby King then discussed the Economic Impact Analysis prepared by Younger and Associates. Younger and Associates prepared the Analysis in June at the direction of Justin Marks, KTRRP's legal counsel at Clark Hill. The cost of the analysis was \$5,000.00. The number of qualified contractors that can efficiently prepare this Analysis is limited. The Board did contact Ken Erickson of IHS Markit and they also submitted a quote that exceeded \$50,000.00. Due to the Younger's fee, expertise, and timetable, the Board chose Younger to provide the Analysis.

Mr. King then discussed the potential routes and those potential routes were displayed on the Board Room's projection screen. He first discussed the route running parallel to Armstrong Road. Mr. King stated his concern that this route will run in front of four poultry barns that house the breeding stock for Tyson's Union City operation. Mr. King stated that he had received significant pushback from both Tyson locally and the corporate office in Springdale, Arkansas. He stated that this poultry operation supplied over 200 broiler barns, which is basically a finishing operation.

Mr. King then discussed a second route operation, which runs directly north crossing Perry Browder, crossing State Line Road, and running perpendicular to Kentucky Route 166. Mr. King noted that this route poses no issues with floodplains and wetlands. He also noted that this route uses significantly more existing rail and/or rail bed. Mr. King discussed that although the amount of track constructed in each state would change, with roughly two thirds in Kentucky

and one third in Tennessee, the total track mileage is only 1.5 miles longer. He also mentioned that this route only effects one personal residence on each side of Route 166.

Mr. King then discussed importance of STB allowing KTRRP to use an Environmental Assessment instead of an Environmental Impact Study to assess the route options. The Environmental Assessment is more limited in scope and is warranted, due to the lack of wetlands and rivers on the proposed routes.

Mr. King mentioned that the application fee of \$96,000.00 will soon be due, but the Partnership was advised by Clark Hill to file a Petition for a waiver or a reduction in the fee. Mr. Curlin made the motion to pay the application fee and file a Petition for a waive or reduction of fee. Mr. Horner seconded the motion.

After discussion of using the Kentucky Route 166 Corridor as the Preferred Route, Mr. Curlin made the motion to name the Kentucky Route 166 Corridor as the Preferred Route, and Mr. Billingsley seconded the motion. The motion carried unanimously.

Younger and Associates was retroactively approved as the consultant who performed Economic Impact Study. Mr. Horner made the motion and Mr. Curlin seconded the motion. The motion carried unanimously.

There being no further business to come before the meeting, the same was duly adjourned.

Secretary

Approved: _____

**MINUTES OF THE ORGANIZATIONAL MEETING
OF KEN-TENN REGIONAL RAIL PARTNERS, INC.**

The organizational meeting of Ken-Tenn Regional Rail Partners, Inc. was held at 3:00 o'clock p.m. on the 5th day of September, 2019, at the Northwest Tennessee Development District Office, 124 Weldon Dr., Martin, TN.

Present were the following: Clay Billingsley, incorporator, Cubb Stokes, representing member, Fulton County IDBA, Bedford Dunavant, IV, representing member, The IDB of the city of Union City, Tennessee, Jim Martin, Greg Curlin, Melissa Garrigan, John Horner, Cody Martin, Rob Goad, Bobbie King, Wendy Puckett, and Rebecca Biehlich.

The following were appointment by the members to constitute the Board of Directors until the first annual meeting of the corporation:

Appointed by Fulton County IDA:	Appointed by the IDB of the City of Union city
Jim Martin	Clay Billingsley
Greg Curlin	John Horner
Melissa Garrigan	Cody Martin

Greg Curlin was appointed temporary chairman of the meeting and Cody Martin served as temporary secretary.

The temporary chairman produced a copy of the corporation's charter, the original of which was issued by the Tennessee Secretary of State on August 27, 2019. He further noted that the Charter was duly recorded in the Register's office of Obion County, Tennessee, on August 28, 2019. The Charter was unanimously accepted by the Board of Directors.

The temporary chairman then produced a set of bylaws and suggested that the same be adopted by the corporation. The Board of Directors unanimously:

RESOLVED that the proposed bylaws in the form presented to the meeting be, and the same re hereby, adopted by the corporation.

Thereafter, Clay Billingsley resigned as incorporator.

The Board of Directors then elected the following officers to serve until the first annual meeting of the corporation:

Greg Curlin, President
Clay Billingsley, Vice President/ Treasurer
Cody Martin, Secretary

The temporary chairman and secretary resigned their positions.

The president then suggested that a bank be named as depository of the corporation and it was thereupon unanimously:

RESOLVED that Security Bank and Trust Company be the depository of the corporation, and either the President or Treasurer sign all checks written upon the corporation. Both officers shall sign authorization of all invoices and shall follow the guidelines of HUD established procedures.

A motion was made and seconded that the tax year for the corporation for federal income tax purposes shall be the calendar year. The motion passed unanimously.

A motion was made and seconded that the corporation is authorized and directed to pay all fees and expenses incident and necessary to its organization. The motion carried unanimously.

A motion was made and seconded that the president and treasurer of the corporation be authorized to enter into and execute on behalf of the corporation all necessary contracts, agreements, and other required documents and make all arrangements which may be necessary for the commencement and operation of the business of the corporation. The motion passed unanimously.

There being no further business to come before the meeting, the same was duly adjourned.


Secretary

Approved:  Chairman

MINUTES OF THE MEETING
OF KEN-TENN REGIONAL RAIL PARTNERS, INC.

A meeting of Ken-Tenn Regional Partners, Inc. was called to order at 3:30 o'clock p.m. on the 26th day of September, 2019, at the Northwest Tennessee Development District Office, 124 Weldon Dr., Martin, Tennessee.

Present were the following: Greg Curlin, Chairman, Clay Billingsley, Vice Chairman, Jim Martin, Member, Melissa Garrigan, Member, John Horner, Member, Rob Goad, Advisor, Bobbie King, Advisor, and Rebecca Biehslich, Legal Counsel.

Cody Martin, Secretary, was absent from the meeting. Clay Billingsley made a motion to appoint John Horner as temporary secretary. Greg Curlin seconded the motion.

The Chairman produced a copy of the corporation's September 5, 2019 Meeting Minutes. The minutes were discussed and Vice Chairman Billingsley made a motion to ratify the minutes and John Horner, seconded the motion. The vote to ratify the minutes was unanimous.

Rob Goad then opened the responses to the Request for Qualifications (RFQs) for Environmental and Engineering work for the Corporation's railroad project. There were four RFQs received: Ensaf Engineering, Stantech, CSR, Burns McDonnell.

The Board discussed the complexity of the project and the need for a firm that had extensive experience in railroad work. Due to the volume of responses received and the complexity of the project, the Board voted to table the selection of an engineer until October 4, 2019, which would provide each Board member time to study the response and make a selection.

A motion was made and seconded that the Board table the decision of selecting an engineer until October 4, 2019.

There being no further business to come before the meeting, the same was duly adjourned.


Secretary

Approved:


Chairman

MINUTES OF THE MEETING
OF KEN-TENN REGIONAL RAIL PARTNERS, INC.

A meeting of Ken-Tenn Regional Partners, Inc. was called to order on the 4th day of October, 2019, at the Northwest Tennessee Development District Office, 124 Weldon Dr., Martin, Tennessee.

Present were the following: Greg Curlin, Chairman, Clay Billingsley, Vice Chairman, Cody Martin, Secretary, Jim Martin, Member, Melissa Garrigan, Member, John Horner, Member, Rob Goad, Advisor, Bobbie King, Advisor, and Rebecca Biehlich, Legal Counsel.

The minutes were discussed from the September 26, 2019 meeting.

A motion and a second to ratify the minutes was made. The vote to ratify the minutes was unanimous.

The board discussed the four RFQs received for Environmental and Engineering work for the Corporation's railroad project.

A motion was made and seconded that the Board would contact CSR and Stantech for meetings/interviews on November 1, 2019. The motion carried unanimously.

There being no further business to come before the meeting, the same was duly adjourned.


Secretary

Approved:



MINUTES OF THE MEETING
OF KEN-TENN REGIONAL RAIL PARTNERS, INC.

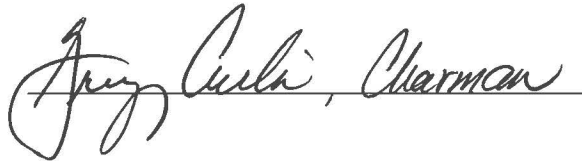
A meeting of Ken-Tenn Regional Partners, Inc. was held on the 1st day of November, 2019, to interview engineering firms Stantech and CSR. The meeting was held in Union City.

Present were the following: Greg Curlin, Chairman, Clay Billingsley, Vice Chairman, Cody Martin, Secretary, Jim Martin, Member, Melissa Garrigan, Member, John Horner, Member, and Bobby King, Advisor.

The interviews were discussed by the Board.


Secretary

Approved:

 Chairman

MINUTES OF THE MEETING
OF KEN-TENN REGIONAL RAIL PARTNERS, INC.

A meeting of Ken-Tenn Regional Rail Partners, Inc. was called to order on the 14th day of November, 2019, at the Hickman Fulton County Riverport Authority, 625 Catlett Street, Hickman, Kentucky.

Present were the following: Greg Curlin, Chairman, Clay Billingsley, Vice Chairman, Jim Martin, Member, Melissa Garrigan, Member, John Horner, Member, Cody Martin, Member and Bobby King, Advisor.

The minutes were discussed from the October 4, 2019 and November 1, 2019 meeting.

A motion and a second to ratify the minutes of those two meetings was made. The vote to ratify the minutes was unanimous.

The Board decided to rate/grade the two engineering firms, CSR and Stantec, by way of a questionnaire which was done during this meeting. As a result of the scores, CSR was rated the highest. A brief discussion was had regarding the results and how to communicate those results to the two firms. The scoring of those firms is incorporated as an Exhibit to these minutes.

A motion was made and seconded to select CSR as the engineering firm for the Corporation. The Board approved unanimously.

There being no further business to come before the meeting, the same was duly adjourned.



Secretary

Approved: Clay Billingsley, VICE CHAIRMAN

Exhibit H

PREPARED BY AND WHEN
RECORDED RETURN TO:

RES North America Leasing, LLC
c/o RES America Developments Inc.
9020 N. Capital of Texas Hwy., Suite 335
Austin, Texas 78759
Attn: Kristin Glass

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of Jan. 11, 2019 ("*Effective Date*"), by and between MICHAEL PAUL MILLER, KIMBERLY MILLER, and MICHELLE CASH (collectively, "*Landlord*") and RES NORTH AMERICA LEASING, LLC, a Delaware limited liability company ("*Tenant*").

1. Lease. For the term and upon the provisions set forth in that Solar Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord has leased to Tenant, and Tenant has leased from Landlord, that certain real property (the "*Premises*") located in the County of Obion, State of Tennessee, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. Easements. The Lease also includes the grant of the following Easements over the Premises:

a. Operations Easements. Landlord has granted to Tenant a non-exclusive easement, right, and entitlement on, over, across and under the Land for any audio, visual, view, light, electromagnetic, electrical, radio and television frequency interference, and any other effects whatsoever resulting directly or indirectly from any operations conducted on or facilities now or hereafter located on the Premises, or that are a part of the Solar Facilities or the Project; and

b. Landlord Easements. To the extent that Landlord holds any Landlord Easement, and such Landlord Easement is or could be used for the benefit of the Premises, then the same are included in the Lease and Tenant will be entitled to make full use thereof. Upon the request of Tenant at any time and from time to time during the term of this Lease, Landlord will deliver a subeasement to Tenant

in recordable form and containing such terms and provisions as may reasonably be requested by Tenant or such Subtenant, for no additional consideration. The term of each subeasement will run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Landlord Easement), and will terminate upon the expiration or termination hereof.

c. The easements granted in the Lease are easements for the benefit of Tenant, its successors and assigns, as owner of the Leasehold Estate created by this Lease. The easements, leasehold estate and other rights granted by Landlord in this Lease are independent of, and not appurtenant to, any lands or estates or interest in lands, and no other real property benefits from the easements or leasehold estate. As between the Premises and other tracts of property within the Project, no tract is considered dominant or servient as to the other.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not plant, install, construct or otherwise place or allow to be placed any trees, buildings, structures or improvements on the Property that are (or, in the case of trees, reasonably expected to become) taller than one-third of such improvement's distance from the closest perimeter of the Premises. Landlord will be solely responsible for, and will indemnify Tenant for, the costs of removal of any improvement on the Property requiring Tenant's consent and made without Tenant's prior written consent and any associated restoration. Tenant will have the right to prune back or remove any vegetation within 100 feet of the Premises.

4. **Term.** The Development Term of the Lease is five (5) years, commencing on the Effective Date, which Tenant could possibly extend for a longer period to complete construction of Solar Facilities as set forth in the Lease. After the Development Term and subject to certain conditions, the Lease may be extended up to one year for a Construction Term, and then for an additional Operations Term of thirty (30) years, which Tenant has the additional option to further extend for one (1) additional period of ten (10) year(s).

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum will continue to constitute notice of the Lease, even if the Lease is subsequently amended. Landlord has no ownership or other interest in any Solar Facilities installed on the Premises nor any right to, lien on or interest in same. Any right, lien, or interest in the Solar Facilities purported to be held or granted by or through Landlord is void ab initio.

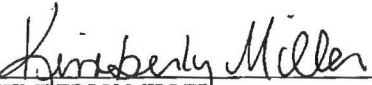
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease will be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, will be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which will be an original instrument, but all of which, when taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

LANDLORD:


MICHAEL PAUL MILLER

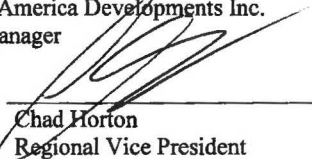

KIMBERLY MILLER


MICHELLE CASH

TENANT:

RES NORTH AMERICA LEASING, LLC
a Delaware limited liability company

By: RES America Developments Inc.
its Manager

By: 
Chad Horton
Regional Vice President

ACKNOWLEDGMENT OF LANDLORD

STATE OF Tennessee §

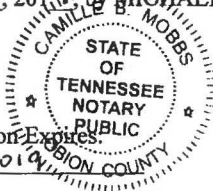
COUNTY OF Obion §

The foregoing instrument was acknowledged before me on the 3rd day of January, 2019, by MICHAEL PAUL MILLER.

[SEAL]

My Commission Expires:

1/14/2019



Camille B. Mobbs

Notary Public, State Tennessee

Printed Name of Notary: Camille B. Mobbs

STATE OF Tennessee §

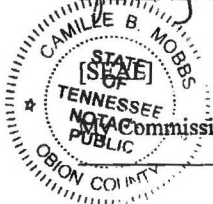
COUNTY OF Obion §

The foregoing instrument was acknowledged before me on the 3rd day of January, 2019, by KIMBERLY MILLER.

[SEAL]

My Commission Expires:

1/14/2019



Camille B. Mobbs

Notary Public, State Tennessee

Printed Name of Notary: Camille B. Mobbs

STATE OF Tennessee §

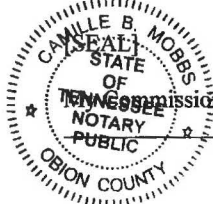
COUNTY OF Obion §

The foregoing instrument was acknowledged before me on the 3rd day of January, 2019, by MICHELLE CASH.

[SEAL]

My Commission Expires:

1/14/2019



Camille B. Mobbs

Notary Public, State Tennessee

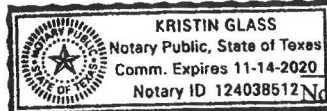
Printed Name of Notary: Camille B. Mobbs

ACKNOWLEDGMENT OF TENANT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 17th day of Jan., 2019, by Chad Horton, as Regional Vice President of RES America Developments Inc., a Delaware Corporation, and Manager of RES NORTH AMERICA LEASING, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]



My Commission Expires: Nov. 14, 2020

Kristin Glass
Notary Public, State Texas
Printed Name of Notary: Kristin Glass

EXHIBIT "A"

Legal Description of Premises

Land situated in Obion County, Tennessee:

Beginning at Smith's southeast corner, formerly Dr. H. T. Butler, being the northeast corner of the land herein described; runs thence south 17-1/2 poles to a stake in the center of the main tract of the Illinois Central Gulf Railroad, formerly the Mobile and Ohio Railroad; thence in a southwesterly direction with the center line of the main tract of said railroad, 183 poles to a point in the center of the public road running east and west; thence in a westerly direction with the center of said public road, 50 poles more or less, to the southeast corner of 31.22 acre tract conveyed by a deed dated August 24, 1973, to John W. Row et ux, which appears of record in Deed Book 16-W, pages 211-213, of the records of the Register's Office of Obion County, Tennessee; thence in a northerly direction with the east lines of the ROW tract and of Mrs. Forrest McMurray, 188-1/4 poles to an inner corner of Mrs. Forrest McMurray; thence easterly with the south boundary line of Mrs. Forrest McMurray, 151 poles more or less to the point of beginning, containing 114 acres more or less.

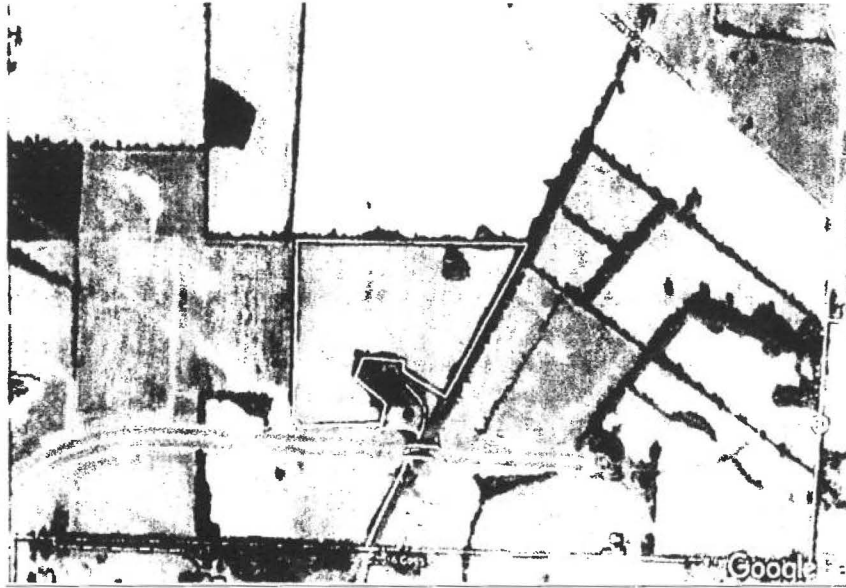
INCLUDED IN THE ABOVE DESCRIPTION TRACT, BUT SPECIFICALLY EXCLUDED FROM THIS CONVEYANCE ARE THE FOLLOWING DESCRIBED TRACTS, TO WIT:

TRACT NO. 1: BEGINNING at an iron pin 30 feet from the center of Browder Road, southeast corner of Tract 2, hereinafter described and conveyed, and runs thence north 12 degrees 48 minutes 50 seconds east, 134.86 feet to a point; thence north 55 degrees 35 minutes 10 seconds west, 922.87 feet to a point; thence north 19 degrees 25 minutes 00 seconds east, 207.18 feet to a point; thence south 82 degrees 27 minutes 40 seconds east, 453.23 feet to a point; thence south 03 degrees 35 minutes 30 seconds west, 110.87 feet to a point; thence south 68 degrees 38 minutes 30 seconds east, 571.59 feet to a point, this point being 50 feet from the center line of the I.C.G. RR Company track; thence south 28 degrees 50 minutes 10 seconds west, 1687.46 feet to a point; thence north 89 degrees 33 minutes 50 seconds west, 16.18 feet to the point of beginning and containing 10.000 acres.

TRACT NO. 2: BEGINNING at an iron pin 30 feet from the center of Browder Road, southwest corner of Tract No. 1 above described and conveyed, and runs thence north 89 degrees 33 minutes 50 seconds west, 89.00 feet to a point, thence north 12 degrees 26 minutes 40 seconds east, 1461.34 feet to a point; thence south 55 degrees 35 minutes 10 seconds east, 511.38 feet to a point; thence south 27 degrees 11 minutes 40 seconds west, 1133.19 feet to a point; thence south 12 degrees 48 minutes 50 seconds west, 134.86 feet to the point of beginning and containing 10.000 acres.

LESS AND EXCEPT THAT PART SOLD in Warranty Deed Record Book 32, Page 799, in the Register's office of Obion County, Tennessee.

MAP



Cheryl Reddin, Register
Obion County Tennessee
Rec #: 42795 Instrument #: 59451
Rec'd: 35.00 Recorded
State: 0.00 10/9/2019 at 10:00 AM
Clerk: 0.00 in Record Book
Other: 2.00 243
Total: 37.00 Pgs 513-519

Reelfoot Solar Project

Exhibit "A-2"

Miller and Cash

PREPARED BY AND WHEN
RECORDED RETURN TO:

RES North America Leasing, LLC
c/o RES America Developments Inc.
9020 N. Capital of Texas Hwy., Suite 335
Austin, Texas 78759
Attn: Kristin Glass

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of Jan. 10, 2019 ("*Effective Date*"), by and between the SMITH FAMILY JOINT LIVING TRUST ("*Landlord*") and RES NORTH AMERICA LEASING, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Solar Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord has leased to Tenant, and Tenant has leased from Landlord, that certain real property (the "*Premises*") located in the County of Obion, State of Tennessee, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes the grant of the following Easements over the Premises:

a. **Operations Easements.** Landlord has granted to Tenant a non-exclusive easement, right, and entitlement on, over, across and under the Land for any audio, visual, view, light, electromagnetic, electrical, radio and television frequency interference, and any other effects whatsoever resulting directly or indirectly from any operations conducted on or facilities now or hereafter located on the Premises, or that are a part of the Solar Facilities or the Project; and

b. **Landlord Easements.** To the extent that Landlord holds any Landlord Easement, and such Landlord Easement is or could be used for the benefit of the Premises, then the same are included in the Lease and Tenant will be entitled to make full use thereof. Upon the request of Tenant at any time and from time to time during the term of this Lease, Landlord will deliver a subeasement to Tenant in recordable form and containing such terms and provisions as may reasonably be

Reelfoot Solar Project

Smith Trust

requested by Tenant or such Subtenant, for no additional consideration. The term of each subeasement will run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Landlord Easement), and will terminate upon the expiration or termination hereof.

c. The easements granted in the Lease are easements for the benefit of Tenant, its successors and assigns, as owner of the Leasehold Estate created by this Lease. The easements, leasehold estate and other rights granted by Landlord in this Lease are independent of, and not appurtenant to, any lands or estates or interest in lands, and no other real property benefits from the easements or leasehold estate. As between the Premises and other tracts of property within the Project, no tract is considered dominant or servient as to the other.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not plant, install, construct or otherwise place or allow to be placed any trees, buildings, structures or improvements on the Property that are (or, in the case of trees, reasonably expected to become) taller than one-third of such improvement's distance from the closest perimeter of the Premises. Landlord will be solely responsible for, and will indemnify Tenant for, the costs of removal of any improvement on the Property requiring Tenant's consent and made without Tenant's prior written consent and any associated restoration. Tenant will have the right to prune back or remove any vegetation within 100 feet of the Premises.

4. **Term.** The Development Term of the Lease is five (5) years, commencing on the Effective Date, which Tenant could possibly extend for a longer period to complete construction of Solar Facilities as set forth in the Lease. After the Development Term and subject to certain conditions, the Lease may be extended up to one year for a Construction Term, and then for an additional Operations Term of thirty (30) years, which Tenant has the additional option to further extend for one (1) additional period of ten (10) year(s).

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum will continue to constitute notice of the Lease, even if the Lease is subsequently amended. Landlord has no ownership or other interest in any Solar Facilities installed on the Premises nor any right to, lien on or interest in same. Any right, lien, or interest in the Solar Facilities purported to be held or granted by or through Landlord is void ab initio.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease will be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived

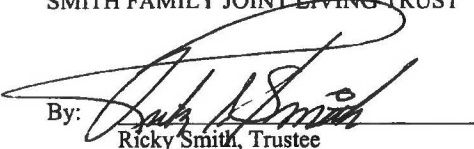
through any owner thereof, will be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which will be an original instrument, but all of which, when taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

LANDLORD:

SMITH FAMILY JOINT LIVING TRUST

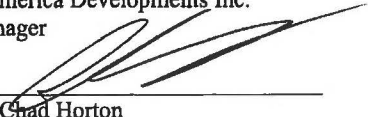
By: 
Ricky Smith, Trustee

By: 
Rose N. Smith, Trustee

TENANT:

RES NORTH AMERICA LEASING, LLC
a Delaware limited liability company

By: RES America Developments Inc.
its Manager

By: 
Chad Horton
Regional Vice President

ACKNOWLEDGMENT OF LANDLORD

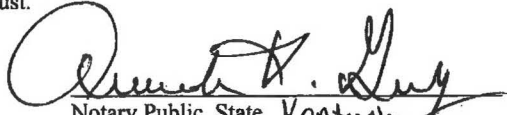
STATE OF Kentucky §
§
COUNTY OF Fulton §

The foregoing instrument was acknowledged before me on the 3rd day of Jan, 2019, by Ricky Smith, as Trustee of the SMITH FAMILY JOINT LIVING TRUST, on behalf of said trust.

[SEAL]

My Commission Expires:

6-4-22
#601882


Notary Public, State Kentucky
Printed Name of Notary: Amanda K. Guity



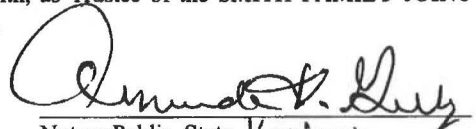
STATE OF Kentucky §
§
COUNTY OF Fulton §

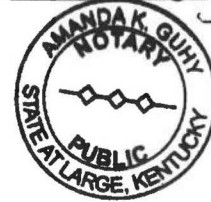
The foregoing instrument was acknowledged before me on the 3rd day of Jan, 2019, by Rose N. Smith, as Trustee of the SMITH FAMILY JOINT LIVING TRUST, on behalf of said trust.

[SEAL]

My Commission Expires:

6-4-22
#601882


Notary Public, State Kentucky
Printed Name of Notary: Amanda K. Guity

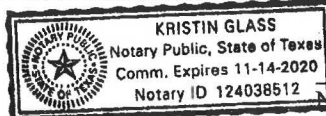


ACKNOWLEDGMENT OF TENANT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 10th day of January, 2019, by Chad Horton, as Regional Vice President of RES America Developments Inc., a Delaware Corporation, and Manager of RES NORTH AMERICA LEASING, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]



My Commission Expires:

NOV. 14, 2020

Kristin Glass
Notary Public, State Texas
Printed Name of Notary: Kristin Glass

Reelfoot Solar Project

Smith Trust

EXHIBIT "A"

Legal Description of Premises

Land situated in Obion County, Tennessee:

TRACT 1:

BEGINNING at a point in the center line of the bridge over Reelfoot Creek on Armstrong Road; thence South 5 degrees and 35 minutes West with the center line on said road, 512.75 feet to a point at the beginning of a curve to the left half having a radius of 115.27 feet; thence continuing with said center line and along the arc of said curve 183.51 feet to a point at the end of said curve; thence leaving said center line South 4 degrees and 2 minutes West, 30 feet to a point at the interior corner of parcel of said Division; thence North 85 degrees and 22 minutes West, 439.9 feet to a point; thence South 6 degrees and 48 minutes West, 3244.5 feet to a point in the north line of the Mignon McMurry property; thence North 85 degrees and 15 minutes West with the McMurry's line, 912.8 feet to a point at a interior corner of the McMurry's property; thence North 3 degrees and 28 minutes East with McMurry's line, 864.8 feet to a pin at the southeast corner of the B.T. Graham property; thence North 3 degrees and 14 minutes East with Graham's line, 2396.3 feet to a point at Graham's northwest corner; thence North 85 degrees and 28 minutes West with Graham's line, 884.2 feet to a point at the southeast corner of the Woodrow Bell property; thence North 4 degrees and 54 minutes East 803.7 feet to a point in the center line of Reelfoot Creek, said point being North 81 degrees and 26 minutes West, 2329.6 feet from the center line of the Reelfoot Creek Bridge; thence eastwardly with the meanderings of Reelfoot Creek to the point of beginning and containing 119.3 acres.

TRACT 2:

Parcel 1:

Beginning at a point in the center line of Armstrong Road and a northwardly projection of the east line of the Ike Crowell property; thence with said center line as follows: South 87 degrees and 04 minutes East, 327.6 feet to a point at the beginning of a curve to the left having a radius of 231.67 feet; thence eastwardly along the arc of said curve, 148.90 feet to a point at the end of said curve; thence North 56 degrees and 06 minutes East, 115.4 feet to a point at the beginning of a curve to the right having a radius of 292.72 feet; thence eastwardly along the arc of said curve, 208.00 feet to a point at the end of said curve; thence South 83 degrees and 11 minutes East, 1537.5 feet to a point at the beginning of a curve to the right having a radius of 118.41 feet; thence southeastwardly along the arc of said curve, 185.94 feet to a point at the end of said curve; thence South 6 degrees and 47 minutes West, 1446.4 feet to a point in the center line of the Reelfoot Creek Bridge on Armstrong Road; thence leaving said road and following the meanderings of Reelfoot Creek westwardly to a point in the east line of the Woodrow Bell property, said point being North 81 degrees and 26 minutes West, 2329.6 feet from the center line of the Reelfoot Creek Bridge; thence North 3 degrees and 43 minutes East with Bell's line and the east line of the Crowell property, 1270.8 feet to the point of beginning and containing 75.7 acres.

LESS AND EXCEPT that property described in QuitClaim Deed of record in Book 89, Page 516, in the Register's Office of Obion County, Tennessee.

Parcel 2:

Beginning at the point of intersection of the west line of the Bondurant property with the center line of Armstrong Road; thence with said center line as follows, northwestwardly along the arc of a curve having a radius of 279.67 feet, a distance of 221.19 feet to a point at the end of said curve; thence North 85 degrees and 38 minutes West, 1661.3 feet to a point at the beginning of a curve to the right having a radius of 115.27

Reelfoot Solar Project

Smith Trust

feet; thence northwestwardly along the arc of said curve, 117.74 feet to a point at the end of said curve; thence North 5 degrees and 35 minutes East, 512.75 feet to a point in the center line of the Reelfoot Creek bridge on Armstrong Road; thence leaving said road and following the meanderings of Reelfoot Creek eastwardly and northeastwardly to a point in the west line of the Bondurant property, said point being North 71 degrees and 44 minutes East, 2341.5 feet from the center line of the Reelfoot Creek Bridge; thence South 2 degrees and 57 minutes West with Bondurant's line, 1148 feet to a corner of the Bondurant property; thence North 86 degrees and 25 minutes West with Bondurant's line, 212.6 feet to a corner of the Bondurant property; thence South 5 degrees and 55 minutes West with Bondurant's line, 464 feet to the point of beginning and containing 34.4 acres.

MAP



Cheryl Reddin, Register	
Obion County Tennessee	
Rec #: 42795	Instrument #: 59450
Rec'd: 35.00	Recorded
State: 0.00	10/8/2019 at 10:00 AM
Clerk: 0.00	in Record Book
Other: 2.00	243
Total: 37.00	Pgs 506-512

Reelfoot Solar Project Smith Trust

PREPARED BY AND WHEN
RECORDED RETURN TO:

RES North America Leasing, LLC
c/o RES America Developments Inc.
9020 N. Capital of Texas Hwy., Suite 335
Austin, Texas 78759
Attn: Kristin Glass

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of January 10, 2019 ("*Effective Date*"), by and between JOSHUA D. WHITLEDGE et ux ALLISON S. WHITLEDGE, and PEGGY S. HAMMOND, as to a life estate (collectively, "*Landlord*") and RES NORTH AMERICA LEASING, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Solar Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord has leased to Tenant, and Tenant has leased from Landlord, that certain real property (the "*Premises*") located in the County of Obion, State of Tennessee, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes the grant of the following Easements over the Premises:

a. **Operations Easements.** Landlord has granted to Tenant a non-exclusive easement, right, and entitlement on, over, across and under the Land for any audio, visual, view, light, electromagnetic, electrical, radio and television frequency interference, and any other effects whatsoever resulting directly or indirectly from any operations conducted on or facilities now or hereafter located on the Premises, or that are a part of the Solar Facilities or the Project; and

b. **Landlord Easements.** To the extent that Landlord holds any Landlord Easement, and such Landlord Easement is or could be used for the benefit of the Premises, then the same are included in the Lease and Tenant will be entitled to make full use thereof. Upon the request of Tenant at any time and from time to time during the term of this Lease, Landlord will deliver a subeasement to Tenant in recordable form and containing such terms and provisions as may reasonably be requested by Tenant or such Subtenant, for no additional consideration. The term of each subeasement will run concurrently with the term

of this Lease (or for such shorter period of time as is provided in the applicable Landlord Easement), and will terminate upon the expiration or termination hereof.

c. The easements granted in the Lease are easements for the benefit of Tenant, its successors and assigns, as owner of the Leasehold Estate created by this Lease. The easements, leasehold estate and other rights granted by Landlord in this Lease are independent of, and not appurtenant to, any lands or estates or interest in lands, and no other real property benefits from the easements or leasehold estate. As between the Premises and other tracts of property within the Project, no tract is considered dominant or servient as to the other.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not plant, install, construct or otherwise place or allow to be placed any trees, buildings, structures or improvements on the Property that are (or, in the case of trees, reasonably expected to become) taller than one-third of such improvement's distance from the closest perimeter of the Premises. Landlord will be solely responsible for, and will indemnify Tenant for, the costs of removal of any improvement on the Property requiring Tenant's consent and made without Tenant's prior written consent and any associated restoration. Tenant will have the right to prune back or remove any vegetation within 100 feet of the Premises.

4. **Term.** The Development Term of the Lease is five (5) years, commencing on the Effective Date, which Tenant could possibly extend for a longer period to complete construction of Solar Facilities as set forth in the Lease. After the Development Term and subject to certain conditions, the Lease may be extended up to one year for a Construction Term, and then for an additional Operations Term of thirty (30) years, which Tenant has the additional option to further extend for one (1) additional period of ten (10) year(s).

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum will continue to constitute notice of the Lease, even if the Lease is subsequently amended. Landlord has no ownership or other interest in any Solar Facilities installed on the Premises nor any right to, lien on or interest in same. Any right, lien, or interest in the Solar Facilities purported to be held or granted by or through Landlord is void ab initio.

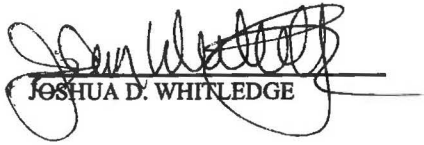
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease will be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, will be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which will be an original instrument, but all of which, when taken together, will constitute one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

LANDLORD:


JOSHUA D. WHITLEDGE

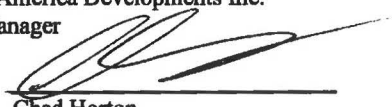

ALLISON S. WHITLEDGE


PEGGY S. HAMMOND, as to the life estate

TENANT:

RES NORTH AMERICA LEASING, LLC
a Delaware limited liability company

By: RES America Developments Inc.
its Manager

By: 
Chad Horton
Regional Vice President

ACKNOWLEDGMENT OF LANDLORD

STATE OF Kentucky §
§
COUNTY OF Fulton §



The foregoing instrument was acknowledged before me on the 28th day of October, 2018, by JOSHUA D. WHITLEDGE.

Amanda K. Gaby
Notary Public, State Kentucky
Printed Name of Notary: Amanda K. Gaby

My Commission Expires:
6-4-22
#601882

STATE OF Kentucky §
§
COUNTY OF Fulton §



The foregoing instrument was acknowledged before me on the 28th day of October, 2018, by ALLISON S. WHITLEDGE.

Amanda K. Gaby
Notary Public, State Kentucky
Printed Name of Notary: Amanda K. Gaby

My Commission Expires:
6-4-22
#601882

STATE OF Kentucky §
§
COUNTY OF Fulton §



The foregoing instrument was acknowledged before me on the 28 day of October, 2018, by PEGGY S. HAMMOND.

Amanda K. Gaby
Notary Public, State Kentucky
Printed Name of Notary: Amanda K. Gaby

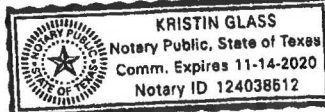
My Commission Expires:
6-4-22
#601882

ACKNOWLEDGMENT OF TENANT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 10th day of January, 2019, by Chad Horton, as Regional Vice President of RES America Developments Inc., a Delaware Corporation, and Manager of RES NORTH AMERICA LEASING, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]



My Commission Expires:

Nov. 14, 2020

Kristin Glass
Notary Public, State Texas
Printed Name of Notary: Kristin Glass

Cheryl Reddin, Register
Obion County Tennessee
Rec #: 42795 Instrument #: 59449
Rec'd: 30.00 Recorded
State: 0.00 10/8/2019 at 10:00 AM
Clerk: 0.00 in Record Book
Other: 2.00 243
Total: 32.00 Pgs 500-505

EXHIBIT "A"

Legal Description of Premises

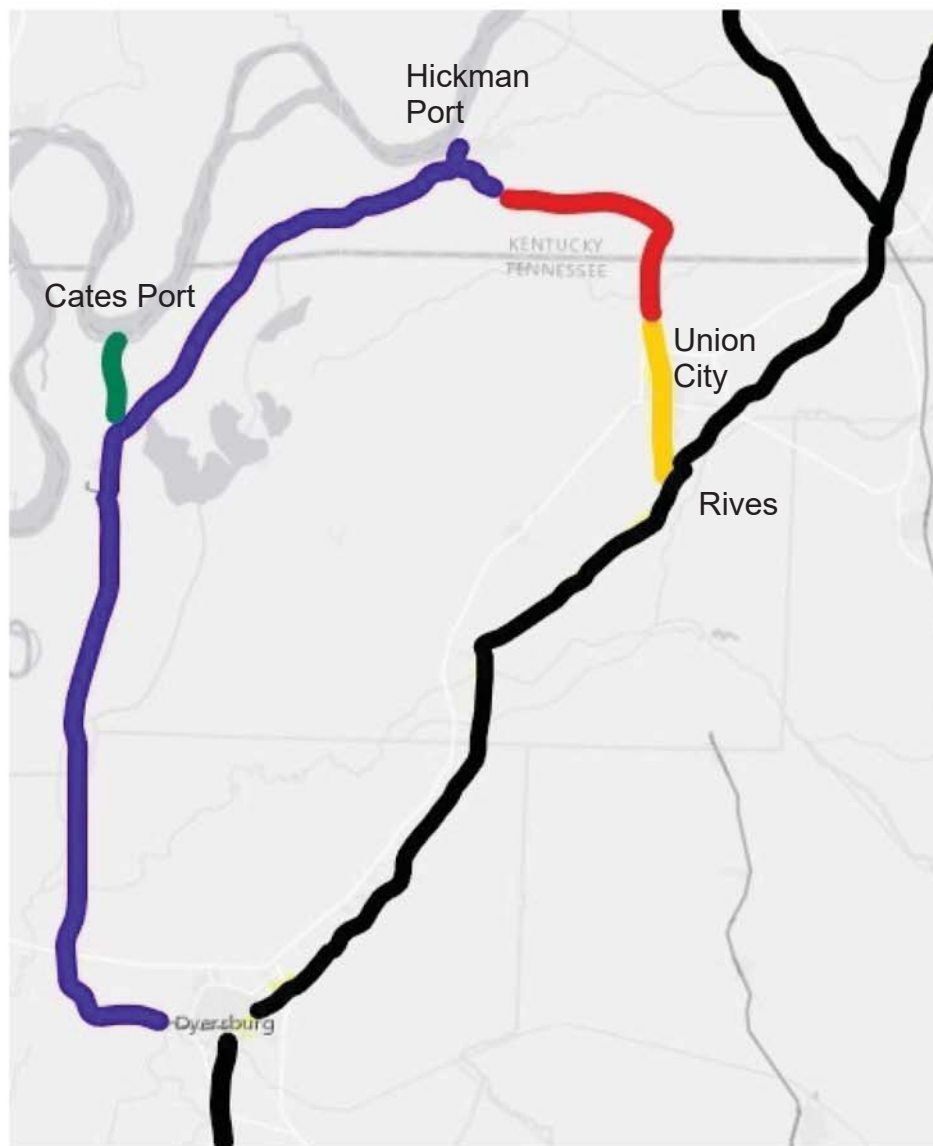
Land situated in Obion County, Tennessee:

Beginning at the point of intersection of the southwesterly line of Armstrong Road with the westerly line of the I.C.G. Railroad right of way (abandoned); thence south 33 degrees and 02 minutes west with the said right of way, 2374.4 feet to a point at the northeast corner of the First Citizens National Bank property; thence north 85 degrees and 49 minutes west with said Bank property, 2458.9 feet to a point at the northeast corner of the Mignon McMurtry property; thence north 85 degrees and 15 minutes west with McMurtry's line, 81 feet to a point at the southeast corner of parcel 2 of said Division; thence north 6 degrees and 48 minutes east, 3244.5 feet to a point; thence south 85 degrees and 38 minutes east; thence south 85 degrees and 38 minutes east, 439.9 feet to a point; thence north 4 degrees and 22 minutes east, 30 feet to a point in the center line of Armstrong Road; thence said centerline as follows, south 5 degrees and 38 minutes east, 2101.2 feet to a point at the beginning of a curve to the right having a radius of 179.67 feet; thence southeastwardly along the arc of said curve, 261.08 feet to a point at the end of said curve; thence south 32 degrees and 09 minutes east, 254.4 feet to a point at the beginning of a curve to the left having a radius of 1071.21 feet; thence southeastwardly along the arc of said curve, 302.95 feet to a point at the end of said curve; thence south 48 degrees and 21 minutes east, 1079.35 feet to the point of beginning and containing 223.4 acres according to survey by David B. Kersey, RLS 405, dated October 3, 1986.

MAP



Exhibit I



Key

- Red: KTRRP Proposed Line
Green: NW TN Regional Port Authority Rail Line Approved in FD 35802
Blue: TennKen Rail Line
Yellow: UCTR Rail Line
Black: CN Rail Line

Exhibit J



RAINEY • KIZER • REVIERE & BELL PLC

50 NORTH FRONT STREET
SUITE 610
MEMPHIS, TENNESSEE 38103
901.333.8101
FAX: 901.577.1416

THOMAS H. RAINEY
JERRY D. KIZER, JR.
RUSSELL E. REVIERE
WILLIAM C. BELL, JR.
JOHN D. BURLESON
LAURA A. WILLIAMS
ROBERT O. BINKLEY, JR.
R. DALE THOMAS
CHARLES C. EXUM
MARTY R. PHILLIPS
DALE CONDER, JR.
TIMOTHY G. WEHNER
BRADFORD D. BOX
PATRICK W. ROGERS
MICHAEL L. MANSFIELD
MICHELLE G. SELLERS
KEELY N. WILSON
AMANDA C. WADDELL
GEOFFREY A. LINDLEY
CRAIG P. SANDERS
JONATHAN D. STEWART
JAMES V. THOMPSON
ADAM C. CRIDER
ASHLEY D. CLEEK
JOHN O. ALEXANDER, IV
NATHAN E. SHELBY
N. MARK KINSMAN
CHRISTIE KIZER BURBANK
MATTHEW R. COURTNER
W. CHRISTOPHER FRULLA
BRANDON W. REEDY
ADAM P. NELSON
BRANDON J. STOUT
ADDIE WILSON LUNSFORD
BAILEY L. WALDEN
HUGH FRANCIS IV
AMY H. DEEMS
GALE B. ROBINSON, JR.
ANNABELLE HARRIS
HALLE PRIESTER

OF COUNSEL:

GREGORY D. JORDAN
MATTHEW R. WEST
STEPHANY S. PEDIGO

209 EAST MAIN STREET
POST OFFICE BOX 1147
JACKSON, TENNESSEE 38301
731.423.2414
FAX: 731.426.8150

105 SOUTH HIGHLAND AVENUE
POST OFFICE BOX 1147
JACKSON, TENNESSEE 38301
731.423.2414
FAX: 731.426.8111

201 4TH AVE NORTH
SUITE 1850
NASHVILLE, TENNESSEE 37219
615.613.0442
FAX: 615.647.6250

1008 EXECUTIVE DRIVE
SUITE 104
HIXSON, TENNESSEE 37343
423.756.3333
FAX: 423.756.3337
(CHATTANOOGA)

December 31, 2020

Clay Billingsley
408 South Depot Street
Union City, Tennessee 38261
cbillingsley@bank3.com

OR

Justin J. Marks
1001 Pennsylvania Ave. N.W.
Suite 1300 South
Washington, DC 20004
jmarks@clarkhill.com

Re: Request to Inspect Ken Tenn Regional Rail Partners, Inc.
Board Meeting Minutes under Tenn. Code Ann. § 8-44-104

To whom it may concern:

We hereby submit a request to inspect and obtain copies of all minutes taken at Ken Tenn Regional Rail Partners, Inc.'s board meetings dating back to the nonprofit entity's incorporation on August 27, 2019. We would also request to inspect and obtain copies of the full economic impact study conducted by Younger Associates.

Under Tennessee Code Annotated § 8-44-104, the minutes of a governing body "shall be open to public inspection." Ken Tenn is a governing body within the definition outlined in Tenn. Code Ann. § 8-44-102(b)(1)(B). This statute defines the "board of directors of any nonprofit corporation which contracts with a state agency to receive community grant funds in consideration for rendering specified services to the public; provided, that community grant funds comprise at least thirty percent (30%) of the total annual income of such corporation" as a governing body for purposes of this chapter. Ken Tenn received 50% of its disclosed funding from the State of Tennessee, by way of the Union City Industrial Development Board. The sole stated purpose of this nonprofit is to develop railway transportation to benefit the community.

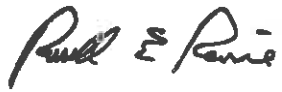
Therefore, we would request to inspect and copy these minutes prior to the public meeting scheduled to occur in Kentucky regarding the construction of a new rail line between Union City, TN, and the Hickman Port in Kentucky. Please provide an estimated cost for copies of the minutes. We await your prompt response.

Best regards,

WWW.RAINEYKIZER.COM

MEMPHIS • JACKSON • NASHVILLE • CHATTANOOGA

RAINEY, KIZER, REVIERE & BELL, P.L.C.

A handwritten signature in black ink, appearing to read "Russell E. Reviere". The signature is fluid and cursive, with the first name "Russell" being more prominent.

Russell E. Reviere, Attorney at Law

direct dial: 731.426.8103

direct fax: 731.431.1301

email: rreviere@raineykizer.com

RER:rgv