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January 11, 2023

**BY EMAIL AND OVERNIGHT COURIER DELIVERY**

Robert W. Berry  
President & CEO  
Big Rivers Electric Corporation  
201 Third Street, P.O. Box 24  
Henderson, KY 42419-0024  
Email: robert.berry@bigrivers.com  
Fax: 270-827-2558

Legal Department, ATTN: General Counsel  
Big Rivers Electric Corporation  
201 Third Street, P.O. Box 24  
Henderson, KY 42419-0024  
Email: regulatory@bigrivers.com  
Fax: 270-827-2558

Re: **NOTICE OF TERMINATION** of the Power Purchase Agreement (Renewable Energy-Solar) between McCracken County Solar LLC (“Seller”) and Big Rivers Electric Corporation (“Buyer”) dated May 26, 2020

Dear Sirs:

This notice of termination is being delivered in connection with the Power Purchase Agreement (Renewable Energy-Solar) between McCracken County Solar LLC (“Seller”) and Big Rivers Electric Corporation (“Buyer”) dated May 26, 2020, as supplemented by the Letter Agreement between Seller and Buyer dated December 30, 2021 and the Letter Agreement between Seller and Buyer dated December 21, 2022 (collectively, the “Agreement”). All capitalized terms used in this notice, but not otherwise defined herein, shall have the respective meanings assigned to such terms in the Agreement.

Section 2.10(b) of the Agreement provides that Seller shall have the right to terminate the Agreement upon notice to Buyer if:

Within one hundred and fifty (150) days of Seller’s receipt of the final Interconnection Agreement for the Project if such agreement specifies the scheduled in service date for any interconnection attachment facilities and/or network upgrades cannot be completed on or before October 31, 2022, provided Seller has undertaken best and timely efforts to file and obtain the final Interconnection Agreement.

As the deadline for this condition precedent has passed without being satisfied, Seller hereby exercises its right to terminate the Agreement pursuant to Section 2.10. This letter serves as Notice to Buyer that Seller is terminating the Agreement **effective immediately**. In accordance with Section 2.10, Buyer shall promptly return the Credit Support previously delivered by Seller.

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This notice is without prejudice to, or waiver of, Seller's rights under the Agreement, applicable law, or equity as may now, or in the future, be appropriate, which rights Seller specifically reserves.

Please reach out to the undersigned with any questions or concerns.

Respectfully,



Sean McBride  
Authorized Signatory  
McCracken County Solar LLC

With a copy (via e-mail only) to:

Ron Repsher, VP Energy Services  
Big Rivers Electric Corporation  
Ron.Repsher@bigrivers.com