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AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 to Power Purchase Agreement (this “Amendment”) is entered into this 28 day of April, 2023, by and among (i) **Nacke Pike Solar, LLC** (“Seller”), a Delaware limited liability company with a principal place of business at c/o ibV Energy Partners LLC, 777 Brickell Ave., Suite 500, Miami, FL 33131, (ii) **Louisville Gas and Electric Company** (“LG&E”), a Kentucky corporation with a principal office at 220 West Main Street, Louisville, Kentucky 40202, and (iii) **Kentucky Utilities Company** (“KU”), a Kentucky and Virginia corporation with its principal office at One Quality Street, Lexington, Kentucky 40507. LG&E and KU are sometimes hereinafter referred to individually as “Buyer” and collectively as the “Buyers”, whereas Seller and Buyers are hereinafter referred to individually as a “Party” and collectively as the “Parties”

WHEREAS, The Parties entered into that certain Power Purchase Agreement (the “PPA”) dated as of February 24, 2023; and

WHEREAS, Seller and Buyers have agreed to amend the PPA as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.
 - (a) The heading (above the preamble) on page 1 of the PPA is amended by replacing “Grays Branch Solar, LLC” with “Nacke Pike Solar, LLC.”
 - (b) The first recital of Exhibit E (Form of Guaranty Agreement) to the PPA is amended by replacing “Grays Branch Solar, LLC” with “Nacke Pike Solar, LLC.”
2. Counterparts. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
3. Governing Law. The interpretation and performance of this Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky notwithstanding its conflict of laws rules or any principles that would trigger the application of any other law.
4. No Other Modifications; No Waiver. Except as expressly provided for by this Amendment, all other conditions, provisions, and terms of the Agreement remain in full force and effect. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Agreement.
5. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective definitions given to them in the Agreement.

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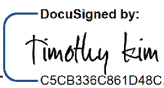
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IN WITNESS WHEREOF, effective as of the date first written above, Seller and Buyers have executed this PPA.

Seller:

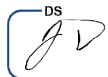
Nacke Pike Solar, LLC

By:  _____
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Name: Timothy Kim

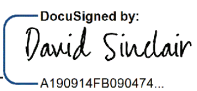
Title: CEO

Date: 5/1/2023 | 10:15 AM EDT



Buyers:

Louisville Gas and Electric Company

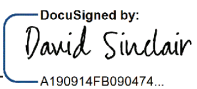
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Name: David Sinclair

Title: Vice President, Energy Supply & Analysis

Date: 5/1/2023 | 12:28 PM EDT

Kentucky Utilities Company

By:  _____
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Name: David Sinclair

Title: Vice President, Energy Supply & Analysis

Date: 5/1/2023 | 12:28 PM EDT

[Signature page to the Amendment]