

**FIRST AMENDMENT TO
POWER PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO POWER PURCHASE AGREEMENT** (this “Amendment”) is entered into as of ~~June 20~~, 2023 (the “Effective Date”), by and between Kentucky Utilities Company, a Kentucky and Virginia corporation (“Buyer”) and Song Sparrow Solar LLC, a Delaware limited liability company (“Seller”), each individually a “Party” and collectively, the “Parties”.

RECITALS

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

WHEREAS, the Parties desire to amend the Agreement as set forth herein; and

WHEREAS, the Parties are entering into this Amendment in accordance with Section 20.7 of the Agreement to implement such amendments.

AGREEMENT

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

1. Amendments to the Agreement.

a. The definition of “Tier 1 CP Confirmation Notice Deadline,” defined in Section 1.4 of the Agreement, is hereby amended by replacing “May 30, 2023” with “November 27, 2023” and by replacing “October 31, 2023” with “February 29, 2024.”

b. Section 6.1(A) of the Agreement is hereby amended by replacing “October 31, 2023” with “February 29, 2024.”

c. Section 6.1(B) of the Agreement is hereby amended by replacing “March 31, 2024” with “July 31, 2024.”

d. Section 6.1(C) of the Agreement is hereby amended by replacing “December 31, 2024” with “April 30, 2025” and by replacing “March 31, 2024” with “July 31, 2024.”

e. Section 6.2(A) of the Agreement is hereby amended by replacing “May 30, 2023” with “November 27, 2023.”

f. Section 6.3(B) of the Agreement is hereby amended by replacing “March 31, 2024” with “July 31, 2024” and by replacing both references to “May 30, 2024” with “September 29, 2024.”

g. Section 6.3(C) of the Agreement is hereby amended by replacing both references to “December 31, 2024” with “April 30, 2025” and by replacing both references to “March 1, 2025” with “June 29, 2025.”

2. General.

a. Definitions; Interpretation. All capitalized terms used in this Amendment (including the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

b. Agreement Otherwise Not Affected. Except for the amendments pursuant hereto, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects. The execution and delivery of, or acceptance of, this Amendment and any other documents and instruments in connection herewith by either Party shall not be deemed to create a course of dealing or otherwise create any express or implied duty by it to provide any other or further amendments, consents, or waivers in the future.

c. Entire Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication or prior writings related thereto.

d. Binding Effect. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

e. No Reliance. Each Party hereby acknowledges and confirms that it is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or with the other Party or its agents, representatives or attorneys not set forth within the Agreement or this Amendment.

f. Costs and Expenses. Each Party shall be responsible for any costs and expenses incurred by such Party in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith.

g. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

h. Amendments. This Amendment may not be modified, amended or otherwise altered except by written instrument executed by the Parties' duly authorized representatives.

i. Interpretation. This Amendment is the result of negotiations between and has been reviewed by counsel to each of the Parties and is the product of all Parties hereto. Accordingly, this Amendment shall not be construed against either Party merely because of such Party's involvement in the preparation hereof.

j. Counterparts. This Amendment may be executed and delivered in counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Amendment by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the Effective Date.

SONG SPARROW SOLAR LLC, a Delaware limited liability company

KENTUCKY UTILITIES COMPANY, a Kentucky and Virginia corporation

Sign: Valerie F. Wooley
Print: Valerie Wooley
Title: Vice President

Sign: David S. Sinclair
Print: David S. Sinclair
Title: VP Energy Supply & Analysis

JD

**FIRST AMENDMENT TO
POWER PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO POWER PURCHASE AGREEMENT** (this "Amendment") is entered into as of ~~June 23~~ 2023 (the "Effective Date"), by and between Louisville Gas and Electric Company, a Kentucky corporation ("Buyer") and Song Sparrow Solar LLC, a Delaware limited liability company ("Seller"), each individually a "Party" and collectively, the "Parties".

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**SONG SPARROW SOLAR LLC, a Delaware
limited liability company**

**LOUISVILLE GAS AND ELECTRIC, a
Kentucky corporation**

COMPANY

Sign: Valerie Wooley

Sign: David S. Sicular

Print: Valerie Wooley

Print: David S. Sicular

Title: Vice President

Title: VP Energy Supply & Analysis

JO