

**AMENDMENT TO REAL ESTATE
PURCHASE, SALE AND ASSIGNMENT AGREEMENT**

THIS AMENDMENT TO REAL ESTATE PURCHASE, SALE AND ASSIGNMENT AGREEMENT (this “*Amendment*”) is made as of the 9th day of November, 2023 (the “*Amendment Date*”) by and between Kentucky Utilities Company, a Kentucky corporation (“*Purchaser*”), and Mercer County Solar Project, LLC, a Delaware limited liability company (“*Mercer*”). Purchaser and Mercer are referred herein from time to time individually as a “*Party*” and collectively as the “*Parties*.” All capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Agreement. The recitals are an integral part of this Amendment.

RECITALS

- A. The Parties entered into a certain Real Estate Purchase, Sale and Assignment Agreement effective as of June 8, 2023 (the “*Agreement*”); and
- B. The Purchaser desires to delay the Closing Date under the Agreement in the manner set forth herein; and
- C. Mercer is willing to extend the Closing Date; provided that Purchaser agrees to the other amendments and modifications to the Agreement included in this Amendment; and
- D. Purchaser and Mercer desire to set forth in writing their agreement concerning the modification of the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, including Section 1, the Parties hereby agree that the Closing Date shall be November 29, 2023.
2. The Parties agree that all conditions to Closing set forth in Sections 6(a), 6(b) and 6(c) of the Agreement have been satisfied or are waived by Purchaser in all respects.
3. Purchaser acknowledges receipt of the Updated Title Commitment as required in Section 5(b) of the Agreement. Purchaser further acknowledges that it has no objections to New Title Matters pursuant to Section 5(b) of the Agreement and Purchaser further acknowledges acceptance of the Updated Title Commitment in its current form.
4. The Agreement and this Amendment constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede any and all prior agreements and undertakings, oral or written, concerning the subject matter hereof. In the event of any inconsistency between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. The Parties ratify and affirm the Agreement to the extent not modified herein. The Agreement and this Amendment may

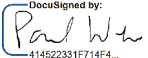
not be changed or amended, except by writings signed by the Parties. This Amendment shall inure to the benefit of and shall be binding upon and enforceable by the Parties hereto and their respective successors and assigns. Nothing in this Amendment, expressed or implied, is intended to or shall confer on any person other than the Parties any rights, remedies, obligations or liabilities under or by reason of this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky (without giving effect to conflict of laws). To the extent any provision herein violates any applicable law, that provision shall be considered void and the balance of the Amendment shall remain unchanged and in full force and effect. This Amendment may be executed in multiple counterparts as originals or by facsimile or electronic pdf transmittal, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same of instrument. This Amendment may be executed by the Parties using the DocuSign service.

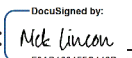
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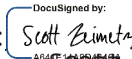
IN WITNESS WHEREOF, Purchaser and Mercer have caused their duly authorized representatives to have executed this Amendment to Real Estate Purchase, Sale and Assignment Agreement as of the date of this Amendment.

**KENTUCKY UTILITIES
COMPANY**

MERCER COUNTY SOLAR PROJECT, LLC

By:  _____
Name: Paul Weis
Title: Manager, Real Estate & Right of Way

By:  _____
Name: NICK Lincon
Title: President

By:  _____
Name: Scott Zeimetz
Title: Authorized Person

(Signature Page to Amendment)