

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE ("Agreement") is made and entered into as of the 11th day of June, 2025, by and between KENERGY CORP., a Kentucky rural electric cooperative corporation, with its principal office located at 6402 Old Corydon Road, P.O. Box 18, Henderson, Kentucky 42419-0018 ("Seller"), BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative corporation, with its principal office located at 710 W. 2nd Street, Owensboro, Kentucky 42301 ("BREC"), and Sebree Solar, LLC, a Delaware limited liability company, with its principal office located at 700 Universe Blvd., Juno Beach, FL 33408 ("Customer") and with a service address at the solar power facility at which Customer intends to take retail electric service under this Agreement located at 5136 Robards-Busby Station Rd, Robards KY 42452 (the "Facility"). (Seller and Customer are individually referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, Customer has constructed the Facility and desires that Seller provide backfeed power to support the Facility under the terms of this Agreement;

WHEREAS, after the Effective Date of this Agreement, Seller will provide retail electric service to Customer at the Facility under the terms of this Agreement;

WHEREAS, Seller will purchase the electric power and energy for resale to Customer from BREC under a June 11, 1962, wholesale power agreement, as has been and may be amended from time to time ("Wholesale Power Agreement"); and

WHEREAS, the Parties desire that BREC hold, and BREC is willing to hold, Customer's credit support under the terms set forth in this Agreement;


NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties and BREC agree as follows:

ARTICLE I

GENERAL OBLIGATIONS AND TERMINATION OF EXISTING AGREEMENT

1.01 Basic Obligations of the Parties. Except for any electric power and energy generated by Customer through on-site generation as permitted under Section 2.03 hereunder, Seller will supply, sell, and deliver to Customer, and Customer will accept and pay for, all of the electric power and energy required by Customer for the operation of Facility, up to the Maximum Contract Demand as defined in Section 2.04 below, subject to the terms and conditions set forth herein. The electric service provided hereunder is subject to the rules, regulations, and orders of the Kentucky Public Service Commission ("Commission"), as may be applicable and effective from time to time. Except as otherwise provided herein, Seller and Customer agree that this Agreement contains the exclusive terms on which Seller will provide retail electric service to Customer during the term of this Agreement.

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Linda C. Bridwell
Executive Director



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1.02 Membership. Customer shall be a member of Seller and shall be bound by such rules and regulations as may from time to time be adopted by and conditions of this Agreement.

ARTICLE II SERVICE CHARACTERISTICS

2.01 The electric power and energy delivered hereunder will be in the form of three-phase alternating current (60 hertz) at 161,000 volts nominal.

2.02 Delivery Point. The "Delivery Point" of the electric power and energy made available under this Agreement shall be the Point of Interconnection of Customer's facilities and Big Rivers' facilities as defined in the Generator Interconnection Agreement between Customer and Big Rivers. The electric power and energy delivered under this Agreement will be in the form of three-phase alternating current (60 hertz) at nominal 161 kV voltage level.

2.03 Service Restriction. Customer shall not sell any electric power and energy purchased hereunder.

2.04 Contract Demand.

(a) "Billing Demand" shall be considered equal to the highest integrated 30-minute clock-hour non-coincident peak demand during a billing month; provided, however, that the Billing Demand for any billing month shall not be less than 60% of the Maximum Contract Demand.

(b) Customer's maximum Billing Demand in any billing month during the Term of this Agreement (the "Maximum Contract Demand") shall be 2.1MW.

(c) Seller shall not be obligated under this Agreement to supply capacity in excess of the Maximum Contract Demand.

2.05 Electric Disturbances and Phase Balancing.

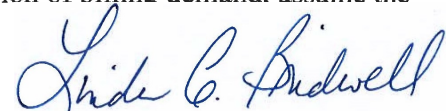
(a) Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances that risk (i) harm to human beings, (ii) damage or interference with Seller's system, systems connected with Seller's system, or facilities or other property in proximity to Seller's system, or (ii) interfere with Seller serving other customers satisfactorily.

(b) Seller may require Customer, at Customer's expense, to make such changes in its system as may be necessary to reasonably limit such fluctuations and disturbances.

(c) Customer shall take and use the power and energy hereunder in such a manner that the load at the Delivery Point shall not cause an imbalance between phases sufficient to cause interference with the Seller's system or to systems connected to Seller's system. Otherwise, Seller reserves the right to require Customer, at Customer's expense, to make necessary changes to correct such conditions. In addition to any other remedies that Seller may have under this Agreement, should Customer fail to make such changes, Seller may, in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase.

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7/14/2025

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(d) Customer acknowledges and agrees that Seller shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point that results from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point.

2.06 Power Factor. Customer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If Customer's power factor is less than 90% at the time of maximum load, Seller reserves the right to require Customer to choose either (a) installation at Customer's expense of equipment which will maintain a power factor of 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts} \times 90\%}{\text{Power Factor (\%)}}$$

2.07 Metering.

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated, and maintained by Seller or Seller's power supplier, and shall be and remain the property of Seller or Seller's power supplier, as applicable.

(b) Each meter shall be read on or about the first day of each month, or such other day as may be mutually agreed upon by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.

(c) All inspections and testing of metering equipment shall be performed in accordance with applicable rules and regulations of the Commission.

(d) The metering point for service under this Agreement shall be the Delivery Point.

2.08 Easements and Facilities Provided by Customer.

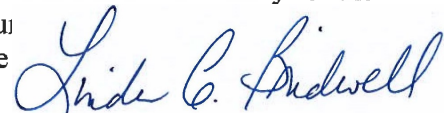
(a) Customer shall furnish, operate, and maintain (or cause to be furnished, operated, and maintained) such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point.

(b) Customer shall provide or cause to be provided, without cost to Seller or BREC, the following facilities that are or may be necessary for Seller to supply the electric consuming facilities of Customer with retail electric service and for BREC to supply Seller with the corresponding wholesale electric service:

(i) Easements for rights-of-way upon Customer's property, at Seller locations and of such dimensions as determined by Seller or BREC and that are necessary for the construction of facilities that Seller must furnish or caused to be furnished for electric service under this Agreement. If Customer wishes to move

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7/14/2025

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Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer's expense;

(ii) An easement for ingress and egress for the exercise by Seller or BREC of Seller's rights under this Agreement; and

(iii) Facilities for Seller's and/or BREC's metering equipment.

2.09 Facilities Provided by Seller. Seller shall construct or ensure the existence of the facilities required for the delivery of electric power and energy to the Delivery Point including the following facilities:

(a) One 161,000-volt terminal at existing substations on BREC's transmission system to the Delivery Point; and

(b) Metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, and coordinate the delivery of electrical power and energy between Seller's and Customer's facilities.

2.10 Operation and Maintenance of Facilities.

(a) Seller shall construct, operate, and maintain, or cause to be constructed, operated and maintained, all facilities and equipment owned by it or its power supplier and required to supply retail electric service to Customer in accordance with the terms of this Agreement, and all other applicable laws, codes and regulations.

(b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all of the facilities and equipment owned by it in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes, and regulations; provided, however, that neither Seller nor BREC shall have any duty to inspect such facilities for compliance therewith.

2.11 Right of Removal. Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either Party (or BREC) on or in the premises of the other Party shall be and remain the property of the Party (or BREC) owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, and with commercially reasonable notice, the owner thereof shall have the right to enter upon the premises of a Party and shall within a reasonable time remove such equipment, apparatus, devices, or facilities.

2.12 Demand-side resource programs. Customer may participate in a load modifying resource or other demand-response program but only through an applicable tariff of Seller or BREC, or through a separate contract entered into with BREC.



ARTICLE III
PAYMENT

3.01 Rates.

(a) On and after the Effective Date (as defined in Section 12.02 below) of this Agreement, Customer shall pay Seller for service hereunder at the rates set forth in Seller's Rate Schedule 35, and other applicable tariffs of Seller, or any successor tariff(s), all of which are incorporated herein by reference, subject to such changes as may become effective from time to time by operation of law or by order of the Commission.

(b) Notwithstanding the foregoing, to the extent any provision of this Agreement, including the exhibits hereto, are inconsistent with the tariffs referenced in this section, the provisions of the Agreement shall prevail.

3.02 Taxes. Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

3.03 Billing. Bills for service to Customer hereunder shall be paid electronically or at the office of the Seller as follows:

Kenergy Corp.
6402 Old Corydon Road
P.O. Box 18
Henderson, KY 42419-0018

Such payments shall be due on the 15th day of each month for service furnished during the preceding monthly billing period (the "Due Date"). If payment in full is not paid on or before the Due Date, or if Customer fails to maintain adequate credit support or payment security as required hereunder, Seller may discontinue service to the Customer without further action on the part of Seller by giving the Customer written notice at least ten (10) calendar days in advance of its intention to do so; provided, however, that such discontinuance of service shall not relieve the Customer of any of its obligations under this Agreement or limit Seller's other remedies under this Agreement. Simple interest equal to the then-effective prime commercial lending rate as published in the "Money Rates" section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the Due Date until paid.

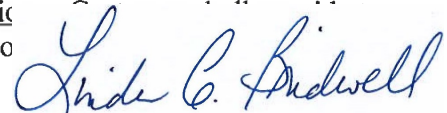
In the event any portion of the bill is in bona fide dispute, as a result of metering-related issues or otherwise, Customer shall notify Seller on or before the Due Date of the disputed amount and the reason therefor and shall pay the undisputed amount. The parties shall attempt in good faith to resolve the dispute. If the Parties are unable to agree upon a correct amount within ten (10) business days of Customer's written notice of the dispute, then the disputed amount shall become due fifteen (15) days after the end of that ten (10) business day period.

3.04 Security for Customer's Obligations.

(a) Credit Support for Monthly Billing Obligations. Prior to the Effective Date, a cash deposit in the amount of \$100,000 shall be made by Customer to BREC (as agent for Seller), prior to the Effective Date, a cash deposit

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7/14/2025

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standby letter of credit satisfactory to BREC representing two (2) months of estimated billing as security for the payment of Customer's monthly billing obligations under this Agreement. In the event Customer fails to pay any undisputed monthly billing invoice by the Due Date, after notifying Customer of its intent to do so, BREC may, in addition to and without limiting any other remedies available to it, call on the deposit or standby letter of credit provided in this subsection or any other security deposit, payment security, or credit support to satisfy any unpaid invoices owed to Seller. BREC may increase or decrease the required amount of this payment security as necessary based on estimated increases or decreases in Customer's bills. Customer shall provide the level of credit support required by BREC within 30 business days after each such adjustment. Any cash deposit will earn interest in accordance with law, and interest earned will be paid annually by BREC to Customer. Except with regard to the Customer Deposit in this Section 3.04, nothing in this Agreement shall create any duty or obligation on behalf of BREC to Customer.

ARTICLE IV CONTINUITY OF SERVICE

4.01 Continuity of Service. Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. However, Seller does not guarantee uninterrupted service from maintenance or temporary outages or a Force Majeure Event, and neither Seller nor BREC shall be responsible for damages to Customer occasioned by any failure, shortage, or interruption of service or a Force Majeure Event, as defined in Section 4.02 of this Agreement. For scheduled maintenance that requires power interruption, Seller shall make commercially reasonable efforts to provide at least sixty (60) days' notice to Customer and shall coordinate with Customer on dates of any power interruption so as to minimize disruption and impact upon Customer operations.

4.02 Force Majeure. In the event a Party's performance of this Agreement is limited or prevented in whole or in part by any cause beyond the reasonable control of the Parties hereto or BREC, including Acts of God, strikes, labor trouble, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government (whether federal, state, or local, or civil or military), civil disturbances, explosions, or inability to obtain necessary materials, supplies, or permits due to future rules, regulations, orders, laws or proclamations of governmental authorities (whether federal, state, or local, or civil or military) (each a "Force Majeure Event"), the obligations (other than payment obligations) of all Parties shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected Party gives notice and reasonably full particulars of such Force Majeure Event, first by telephone and then confirmed in writing, to the other Parties within a reasonable time after the occurrence of the Force Majeure Event. Each Party will, in the event it experiences a Force Majeure Event, use all commercially reasonable efforts to eliminate the effects of such Force Majeure Event on its performance as soon as reasonably possible; provided that nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will

ARTICLE V TERM AND ASSIGNMENT

5.01 Term and Renewals. This Agreement shall remain in full force and effect for its primary term beginning with the Effective Date hereof (as defined

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continuing through June 30, 2042. After the primary term, this Agreement shall automatically renew for successive terms of one year each (each, a “Renewal Term”) unless a Party elects to terminate the Agreement by providing written notice of termination to the other Party at least six months’ prior to the start of any Renewal Term.

5.02 Assignment. This Agreement shall be assignable by Customer only if (a) Customer agrees in writing to guarantee all of Customer's obligations hereunder, (b) such assignment is to an affiliate of Customer that agrees to assume all obligations of Customer or is a collateral assignment to a financing party with respect to the Facility, or (c) Customer obtains the prior written consent of Seller, which consent will not be unreasonably withheld, delayed or conditioned. Seller may withhold consent of a proposed assignment until, among other things, Seller has been provided with all information it may reasonably require regarding the proposed assignee, including the ability of the proposed assignee to fulfill its obligations hereunder.

ARTICLE VI RIGHT OF ACCESS

6.01 Duly authorized representatives of Seller shall be permitted to enter upon Customer’s premises at all reasonable hours in order to carry out the provisions of this Agreement.

6.02 Each Party shall furnish to the other such reports and information concerning its operations as the other may reasonably request from time to time.

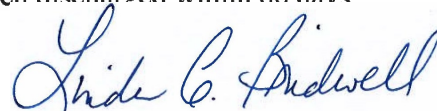
ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

7.01 Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

- (a) Failure by Customer to make any payment in accordance with this Agreement;
- (b) Failure of a Party to perform any material duty imposed on it by this Agreement;
- (c) Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Section 5.02;
- (d) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.

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7/14/2025

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7.02 Remedies. Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein, except as provided in Section 7.03 below.

7.03 LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCE WILL EITHER PARTY (OR BREC) OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY (OR BREC), ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. ANY LIABILITY OF A PARTY (OR BREC) HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VIII NOTICES

8.01 Any notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served upon the other Party if the notice is in writing and delivered in person, delivered by any qualified and recognized delivery service, by electronic mail, or sent postage prepaid by United States certified mail, return receipt requested at the following addresses:

To the Seller:

Kenergy Corp.
6402 Old Corydon Road
P.O. Box 18
Henderson, KY 42419-0018
Attn: President and CEO
Email:

With a copy to:

Big Rivers Electric Corporation
710 West Second Street
P.O. Box 20015
Owensboro, KY 42304
Attn: President and CEO
Email:

To the Customer:



Sebree Solar, LLC
Attn: Alexander Grave de Peralta
700 Universe Blvd.
Juno Beach FL, 33408
Email: [REDACTED]

Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party in writing of such change.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.01 Representations and Warranties of Seller. Seller hereby represents and warrants to Customer as follows:

(a) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(b) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action.

9.02 Representations and Warranties of Customer. Customer hereby represents and warrants to Seller as follows:

(a) Customer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

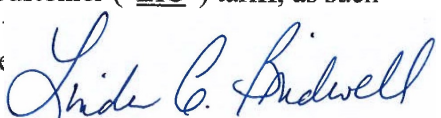
(b) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite limited liability company action.

ARTICLE X BREC'S RELATIONSHIP TO THE PARTIES

10.01 Relationship of this Agreement to the Wholesale Power Agreement.

(c) BREC will make available to Seller under the Wholesale Power Agreement the electric power required for Seller to perform the power supply obligations under the Wholesale Power Agreement, and Seller shall take and pay for such service from BREC pursuant to the Wholesale Power Agreement, this Agreement, and BREC's Large Industrial Customer ("LIC") tariff, as such tariff may be amended from time to time, and any other applicable successor tariff(s), all of which are incorporated herein by reference.

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Linda C. Brannen
Executive Director



Power Agreement shall continue in full force and effect except as expressly modified by this Agreement.

(d) Seller agrees to bill Customer for any other amounts due under this Agreement, and agrees to pay over to BREC all funds actually collected under such billings, except for Seller's adder. Seller will pay to BREC a pro rata share of any partial payment made to Seller by or on behalf of Customer.

(e) Customer acknowledges and agrees that, to the extent BREC has a corresponding or related obligation to Seller under the Wholesale Power Agreement, Seller's performance of an obligation under this Agreement (i) is subject to and conditioned upon BREC's performance of such corresponding or related obligation to Seller, and (ii) may be undertaken by BREC and that such performance of corresponding or related obligations by BREC will satisfy Seller's performance obligations hereunder.

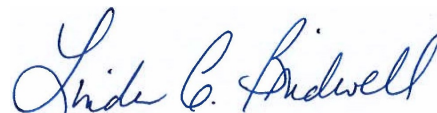
(f) BREC shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and BREC may enforce any such covenant by action in its own name or may require Seller to enforce such covenant for and on behalf of BREC.

(g) In the event the Wholesale Power Agreement is terminated prior to the termination of this Agreement, BREC's obligations hereunder shall terminate effective with the termination of the Wholesale Power Agreement and shall transfer to Seller.

10.02 BREC Consent. The Parties may not amend or assign this Agreement, or change the Maximum Contract Demand, Self-Supply Capacity, or Seasonal Self-Supply Capacity Values, except with the written consent of BREC.

10.03 RUS Collateral Assignment. Notwithstanding any other provision of this Agreement to the contrary, BREC may, without the written consent of Customer or Seller and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Agreement or its rights under this Agreement to create a security interest for the benefit of the United States of America, acting through the Rural Utilities Service ("RUS"), or other secured party (directly or through an indenture trustee or other collateral agent; collectively, including such indenture trustee or other collateral agent, a "Secured Party"). Thereafter, a Secured Party, without the written consent of Customer or Seller may (i) cause this Agreement (and all obligations hereunder) to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Agreement pursuant to 7 U.S.C. § 907 or if any other Secured Party otherwise first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) to a third party; provided, however, that in either case (A) BREC is in default of its obligations that are secured by such security interest and that the applicable Secured Party has given Customer and Seller written notice of such default; and (B) the applicable Secured Party has given Customer and Seller not less than thirty (30) days' prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) indicating the identity of the intended third party assignee or purchaser.

Linda C. Bridwell
Executive Director



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7/14/2025

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ARTICLE XI
SEVERABILITY

11.01 The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

ARTICLE XII
SUCCESSION, APPROVAL, AND EFFECTIVE DATE

12.01 This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and permitted assigns of the respective Parties hereto.

12.02 The “Effective Date” of this Agreement shall be the date hereof, except that said Effective Date shall be postponed and this Agreement shall not become effective unless and until this Agreement is approved or accepted in writing by the Commission and the Rural Utilities Service.

ARTICLE XIII
MISCELLANEOUS

13.01 Entire Agreement. The terms, covenants, and conditions contained herein constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, provided, however, that service to Customer is subject to the lawful orders of the Commission. All applicable tariffs of Seller are incorporated by reference.

13.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue of any state court action, legal or equitable, related to this Agreement shall be Daviess County, Kentucky.

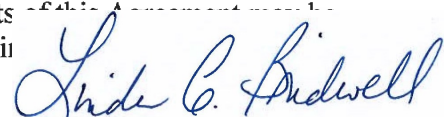
13.03 Waiver. The waiver by either Party or BREC of any breach of any term, covenant, or condition contained herein will not be deemed a waiver of any other term, covenant, or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

13.04 Amendments. This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties and BREC.

13.05 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (i

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7/14/2025

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

format) by any of the parties and the receiving party(ies) may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

13.06 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

(Signatures are on following page(s))



IN WITNESS WHEREOF, the Parties and BREC hereto have executed this Agreement, as of the day and year first above written.

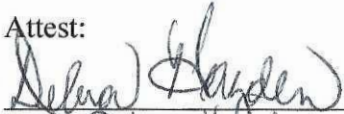
KENERGY CORP.

By: 

Name: Timothy Lindahl

Title: President & CEO

Attest:


Name: Debra Hayden
Title: Exec. Assistant

SEBREE SOLAR, LLC

By: 

Name: Anthony Pedroni

Title: Vice President

Attest:

Name: _____
Title: _____

BIG RIVERS ELECTRIC CORPORATION

By: _____

Name: Donald L. Gulley


Title: President & CEO

Attest:

Name: _____
Title: _____

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Linda C. Bridwell
Executive Director



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IN WITNESS WHEREOF, the Parties and BREC hereto have executed this Agreement, as of the day and year first above written.


KENERGY CORP.

By: _____
Name: Timothy Lindahl
Title: President & CEO

Attest:

Name: _____
Title: _____

SEBREE SOLAR, LLC

By:  _____
Name: Anthony Pedroni
Title: Vice President

Attest:

Name: _____
Title: _____

BIG RIVERS ELECTRIC CORPORATION

By:  _____
Name: Donald L. Gulley
Title: President & CEO

Attest:


Name: Tyson Kamef
Title: General Counsel

