POWER PURCHASE AND INTERCONNECTION AGREEMENT
(FROM A QUALIFYING FACILITY WITH A CAPACITY OVER 100kW)

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE POWER PURCHASE AND INTERCONNETION AGREEMENT ("First Amendment"), made and entered into this 6th day of April, 2026, by and between **East Kentucky Power Cooperative, Inc.,** a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, KY 40391 ("EKPC"), **Jackson Energy Cooperative Corporation** ("Jackson Energy"), a Kentucky corporation with its principal offices at 115 Energy Lane, McKee, Kentucky; and **Light the Way Solar I**, a Kentucky corporation with its principal offices at 873 East Laurel Road, London, Kentucky 40741 (collectively, "the Parties").

W I T N E S S E T H:

WHEREAS, the Parties entered into a Power Purchase and Interconnection Agreement ("Agreement") on January 16, 2025; and

WHEREAS, the Parties have agreed to amend the Agreement to amend certain terms and conditions of the original contract; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the Parties agree to amend the following sections of the Agreement:

1.14 "Initial Term" shall mean the period commencing on the effective date of this Agreement written above, and concluding on a date twenty-five (25) years following the Authorization date.

2.03(e) The Seller acknowledges that the maximum electricity delivered by the Qualifying Facility into Jackson Energy's or EKPC's system at any time shall not exceed 3,170 kW. However, the Seller may install, at the Seller's expense interconnection study is completed at Seller's expense, control equipment that limits the output of the Qualifying Facility to the real-time kW load of the substation up to 5,000kWac. The control equipment and any settings or programming associated with limiting the output shall be approved by both EKPC and Jackson Energy. Seller will provide access to equipment for testing and verification by EKPC and Jackson Energy. The failure by the Seller to limit the output of the Qualifying Facility to 3,170 kW, or the real-time substation load if control equipment is installed, is a breach of agreement and will result in EKPC or Jackson Energy isolating the Qualifying Facility from Jackson Energy's or EKPC's system. Seller may increase the Qualifying Facility's total nameplate rating above 5,000kWac after completion of a Transmission Impact Study, at Seller's expense.

2.03(g) The Parties acknowledge that a significant portion of the funding for the facility is supported by tax credits from the Inflation Reduction Act and some forms of government provided benefits require benefits extended to local communities. The Parties further acknowledge that a material element of EKPC's willingness to enter into a twenty-five (25) year agreement is the Seller's willingness to assure some form of community benefit is allocated to the benefit of the communities Jackson Energy serves. Accordingly, Seller agrees to contribute at least two percent (2%) of its energy sales revenue from the facility to benefit local communities served by Jackson Energy via a monthly contribution to Jackson Energy Trust's Round-Up Program, as authorized by the Kentucky Public Service Commission. Both Jackson Energy and EKPC shall have the right, but not the obligation, to audit Seller's remittance of said contributions on an annual basis, provided that Jackson Energy or EKPC shall bear the expense of any such audit.

3.01(b)(i) <u>Estimated Payment for Interconnection Costs</u>. EKPC and Jackson Energy shall pay for the Interconnection Costs associated with designing, acqu the EKPC/Jackson Energy Interconnection Facilities as follows: Seller shall pay estimated Interconnection Cost payments of $276,251 to EKPC and $0 to Jackson Energy. See Schedule A. Said payments shall be made no later than thirty (30) days after the Authorization Date. Unless expressly waived in writing by both EKPC and Jackson Energy, Seller shall provide security to EKPC and Jackson Energy for the payment of such costs and expenses of the EKPC/Jackson Energy Interconnection Facilities by the furnishing of an irrevocable letter of credit or other form of security that satisfies the criteria set forth in Section 7.04 of the Interconnection Manual. The estimated payments for Interconnection Costs identified in this paragraph are associated with the electric system accommodating the initial 3,170kW Qualifying Facility. Seller may increase the Qualifying Facility's total nameplate rating up to 5,000kWac if the Seller installs control equipment to limit Qualifying Facilities' production to the real-time substation load or if the Seller completes a Transmission Impact Study, at Seller's expense. Seller acknowledges that before the Seller increases the Qualifying Facility total nameplate rating above the 5,000 kW, the Seller shall pay for any new system impact cost identified in the Transmission Impact Study associated with EKPC or Jackson Energy accommodating Qualifying Facilities' production. The Seller acknowledges that the Seller is responsible for the cost associated with the Transmission Impact Study, if any.

3.01(c)(i) Protection of the Qualifying Facility. The Seller shall protect the Qualifying Facility from disturbances occurring on Jackson Energy's System or the system owned by EKPC or other interconnected utilities and shall have the sole responsibility for the safety and electrical protection of its facilities, irrespective of the condition of Jackson Energy's or EKPC's Interconnection Facilities. This protection shall include automatic sensing and immediate disconnection from a faulted or de-energized Jackson Energy or

Seller from energizing a de-energized Jackson Energy or EKPC line. Automatic sensing and disconnection equipment shall include a direct transfer trip or a recloser at the interconnection having under voltage and under frequency relays. Neither Jackson Energy nor EKPC will be responsible for lost revenue due to power outages. DC to AC inverters shall be IEEE 1547 compliant.

12.02 Term. This Agreement, and any amendments hereto, shall have an Initial Term commencing on the effective date and expiring twenty-five (25) years after the date that the last required Authorization was granted by the Kentucky Public Service Commission, the Administrator of the Rural Utilities Service or any other applicable Governmental Authority ("Authorization Date"). Upon the expiration of the Initial Term, the Agreement shall automatically renew on a year-to-year basis until terminated, unless terminated as provided in Section 9.03(a) or Section 12.03.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the Parties agree to amend Schedule C of the Agreement as follows:

Schedule C – Power Purchase Rates

I. Rates

A. Capacity rates will equal EKPC's Capacity rate as set forth in its Cogeneration and Small Power Production Power Purchase Rate Schedule Grid Connected Qualifying Facility Sized Over 100kW. Seller chooses not to receive capacity payments. In the future, the Seller may choose to receive capacity payments by notifying EKPC in writing and Seller shall provide security to EKPC for potential non-performance penalty from a PJM Performance Assessment Interval.

B. The Seller will be paid monthly for the energy produced by Qualifying Facilities and purchased by EKPC at the value of the real-time locational marginal price (LMP) for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payment will be offset by the market administration fee to cover EKPC's market participation costs as identified in EKPC's Cogeneration and Small Power Production Power Purchase [illegible] Qualifying Facility Sized Over 100kW.

C. Associated Rate H Option B Rates: Seller will be paid monthly for any energy from the QF allocated for and associated with an executed EKPC Rate H Option B agreement. The rate paid for the allocated energy will be set equal to the energy rate identified in the associated and executed Rate H Option B agreement between EKPC, its owner-member cooperative, and their end-use member. When the associated and executed Rate H Option B agreement terminates, for any reason, the rate paid by EKPC for the energy reverts to the rate identified in this Schedule C, paragraph I.B above. For energy rate payments to differ from the rate identified in this Schedule C, paragraph I.B above, the Seller must identify to EKPC the amount of energy from the Qualifying Facilities to be allocated to the associated EKPC Rate H, Option B agreement. With EKPC's approval, Seller's Qualifying Facilities' energy levels of applicable Rate H Option B agreement(s) and this Schedule C may be adjusted annually requiring EKPC approval with updates to this Schedule C.

i. Associated EKPC Rate H Option B agreements:

(1)____ (2)

____

NOW THEREFORE, the remaining terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed, in counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

LIGHT THE WAY SOLAR I

Doc Car ____________________ BY Doc Carpenter

SIGNATURE PRINTED NAME

Managing Partner

TITLE

ATTEST:

EAST KENTUCKY POWER COOPERATIVE, INC.

Don Mosier

SIGNATURE

BY Don Mosier

PRINTED NAME

President & CEO

TITLE

ATTEST:

JACKSON ENERGY COOPERATIVE CORPORATION

Ryan Henderson

SIGNATURE

BY Ryan Henderson

PRINTED NAME

President & CEO

TITLE

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE

7/1/2026

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