

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER**

This confirmation letter ("Confirmation Letter" or "Agreement") shall confirm the transaction ("Transaction") agreed to on the Trade Date below, between NextEra Energy Marketing, LLC ("NEM" or "Seller") and Big Rivers Electric Corporation ("BREC" or "Buyer"). NEM and BREC may be referred to herein individually as "Party" and collectively as "Parties."

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement or the SPP Documents, as applicable, as such terms are defined below.

The terms and conditions of the Transaction are as follows:

Trade Date: May 21, 2018

Buyer: BREC

Seller: NEM

Term: [REDACTED] through [REDACTED] subject to the Transaction Contingencies set forth below.

Generation Resource: [REDACTED]
[REDACTED]
[REDACTED]

Products:

- (1) SPP System Capacity ("System Capacity") as defined in the SPP Planning Criteria. System Capacity shall be sourced from the Generation Resource, which shall qualify as a Designated Network Resource as provided in Transaction Contingency No. 3 set forth below. Seller shall be obligated to sell and deliver, and Buyer shall be obligated to purchase and receive System Capacity in an amount equal to the Contract Quantity. Buyer and Seller acknowledge and agree that System Capacity shall not include any planning reserves.

"SPP Documents" means (i) the Southwest Power Pool ("SPP") Open Access Transmission Tariff, effective March 23, 2018, as filed with the Federal Energy Regulatory Commission and as amended from time to time ("OATT"); (ii) the SPP Planning Criteria, effective July 25, 2017, as amended from time to time ("SPP Planning Criteria"); and (iii) any business practices and market protocols established or implemented by SPP, as amended from time to time; *provided that in the event of any inconsistency in the SPP Documents, the OATT shall at all times prevail.*

- (2) Unit Firm Energy from the Generation Resource ("Energy"). Buyer shall have the right, but not the obligation, to

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Schedule Unit Firm Energy up to the Contract Quantity, in accordance with the Scheduling provisions set forth herein.

Contract Quantity (MW):

(1) System Capacity

■ MW

(2) Unit Firm Energy

Each hour, [REDACTED]

Contract Price:

(1) System Capacity (\$/kW-month): [REDACTED]

(2) Unit Firm Energy (\$/MWh): [REDACTED]
[REDACTED]
[REDACTED]

Delivery Point:

(1) System Capacity: Interconnection of the Generation Resource to the transmission system of SPP.

(2) Unit Firm Energy: [REDACTED]

In addition to the obligations related to transmission and Scheduling described in Article 3.2 of the Master Agreement, Buyer acknowledges that Buyer is responsible for obtaining and paying all costs related to transmission service from the Delivery Point, including without limitation any and all studies or processes arising from or required under the SPP Documents.

Scheduling:

Seller will offer, or will cause a third party to offer, the Generation Resource into the SPP Integrated Marketplace in accordance with the SPP Documents.

Buyer acknowledges that Buyer has no right to actual commitment or dispatch of the Generation Resource.

To the extent Buyer elects to Schedule Unit Firm Energy, such Scheduling shall be in accordance with the Energy Scheduling Procedures attached hereto as Exhibit A.

Payments:

Billing and payment for System Capacity and Unit Firm Energy shall occur on a monthly basis, in accordance with Article 6 of the Master Agreement.

Transaction Contingencies:

(1) RUS Approval

The obligations of the Parties related to sale and purchase of, and payment for, Firm Energy under this Agreement are conditioned on approval

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hereof by the Rural Utilities Service, an agency of the United States Department of Agriculture (“RUS”). No later than thirty (30) days after the Trade Date, Buyer will make an appropriate submission to RUS, seeking authorization for Buyer to enter into and perform all of its obligations under this Confirmation Letter; *provided that* Buyer shall submit under seal all pricing information in this Confirmation Letter and shall request that RUS maintain the confidentiality of such information. Buyer shall use commercially reasonable efforts to secure RUS approval, and shall immediately inform Seller upon receipt of approval (or denial) from RUS. Seller will (at Buyer’s request) cooperate with and assist Buyer in securing the necessary approval from RUS.

If the RUS has not provided its approval within one hundred eighty (180) days after the Trade Date, this Confirmation Letter may be terminated by Seller by providing written notice to Buyer, without penalty or further obligation on the part of Buyer or Seller. If the RUS has not provided its approval within three hundred sixty-five (365) days after the Trade Date, this Confirmation Letter may be terminated by either Party by providing written notice to the other Party, without penalty or further obligation on the part of Buyer or Seller.

Buyer will use commercially reasonable efforts to secure the necessary approval from RUS.

(2) KPSC Approval

The obligations of the Parties related to the Scheduling, delivery, sale and purchase of, and payment for, System Capacity and Unit Firm Energy under this Agreement are conditioned on approval hereof by the Kentucky Public Service Commission (“KPSC”). No later than thirty (30) days after the Trade Date, Buyer will make an appropriate submission to the KPSC, seeking authorization for Buyer to enter into and perform all of its obligations under this Confirmation Letter, and requesting expedited processing of Buyer’s application; *provided that* Buyer shall submit under seal all pricing information in this Confirmation Letter and shall request that the KPSC maintain the confidentiality of such information in accordance with KPSC rules. Buyer shall use commercially reasonable efforts to secure KPSC approval, and shall immediately inform Seller upon receipt of approval (or denial) from the KPSC. Seller will (at Buyer’s request) cooperate with and assist Buyer in securing the necessary approval from the KPSC.

If the KPSC has not provided its approval within one hundred eighty (180) days after the Trade Date, this Confirmation Letter may be terminated by Seller by providing written notice to Buyer, without penalty or further obligation on the part of Buyer

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or Seller. If the KPSC has not provided its approval within three hundred sixty-five (365) days after the Trade Date, this Confirmation Letter may be terminated by either Party by providing written notice to the other Party, without penalty or further obligation on the part of Buyer or Seller.

Buyer will use commercially reasonable efforts to secure the necessary approval from the KPSC.

(3) Designated Network Resource Status for Generation Resource

The obligations of the Parties related to the Scheduling, delivery, sale and purchase of, and payment for, System Capacity and Unit Firm Energy under this Agreement are conditioned on Buyer obtaining Designated Network Resource status for the Generation Resource pursuant to the applicable SPP transmission service study process, which status shall allow for the firm transmission of energy from the Generation Resource to Buyer's load.

Buyer will use commercially reasonable efforts to obtain Designated Network Resource status for the Generation Resource and any Replacement Capacity Resource pursuant to the applicable SPP transmission service study process.

If the Directly Assigned Upgrade Costs exceed \$0, this Confirmation Letter may be terminated by Buyer by providing written notice to Seller, no later than five (5) Business Days after the Directly Assigned Upgrade Costs are made available by SPP, without penalty or further obligation on the part of Buyer or Seller.

If Buyer fails to notify Seller in writing within one hundred eighty (180) days after the commencement of the applicable Aggregate Facility Study that Buyer has obtained Designated Network Resource status for the Generation Resource in accordance with the OATT, this Confirmation Letter may be terminated by Seller by providing written notice to Buyer, without penalty or further obligation on the part of Buyer or Seller.

Replacement Capacity:

The Parties agree that the Contract Quantity shall be sourced from the Generation Resource. If Buyer determines that the net generating capability of the Generation Resource, established in accordance with the Capacity accreditation procedures for wind generation resources set forth in the SPP Planning Criteria, is less than the Contract Quantity, Buyer shall promptly notify Seller. Seller shall remain obligated to provide the Contract Quantity at the Delivery Point, source the Contract Quantity from any other resources that qualifies as a Designated Network Resource for Buyer's

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load (each such replacement resource, a "Replacement Capacity Resource"). Seller (i) will identify a Replacement Capacity Resource with sufficient time to allow Buyer to make the SPP filings required to obtain Designated Network Resource status for the Replacement Capacity Resource, with Directly Assigned Upgrade Costs not exceeding \$0, and (ii) will be responsible for Buyer's *pro-rata* share of SPP's cost to perform Aggregate Facility Study(ies) for the Replacement Capacity Resource(s).

To the extent a Replacement Capacity Resource replaces the Generation Resource in accordance with this Section, the term "Generation Resource" as used in this Agreement shall be deemed changed to "Replacement Capacity Resource."

Buyer Pledge of Confirmation Letter to Secured

Parties:

Notwithstanding any other provision of this Agreement to the contrary, and without any other action being required pursuant to this Agreement, Buyer may, without the written consent of Seller and without relieving itself from liability hereunder or committing a Buyer Event of Default, assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through the 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 Seller and without committing a Buyer Event of Default, 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) Buyer is in default of its obligations that are secured by such security interest and that the applicable Secured Party has given Seller written notice of such default; and (B) the applicable Secured Party has given 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.

Change in SPP Documents:

If, during the Term, there occurs a change in the SPP Documents, and such change results in the elimination of, or otherwise has a material adverse effect on, a material right or obligation of a Party, then the Parties shall negotiate in good faith in an attempt to amend this Confirmation Letter to accommodate such Documents. Any such amendment shall reflect the intent and substance of the economic bargain prior to such change. If the Parties are unable to reach agreement on

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such an amendment within one hundred twenty (120) days after written notice by one Party to the other Party that such change in SPP Documents has occurred (such 120-day deadline, the “Negotiation Deadline,”), then either Party, no later than ten (10) days after the Negotiation Deadline, may provide written notice terminating this Confirmation. Upon such termination, and subject to any payment and delivery obligations arising prior to the effective date of termination, neither Party shall have any obligation to the other Party.

Compliance with
SPP Documents:

The Parties acknowledge and agree that Seller shall not be responsible for Buyer’s compliance with any SPP Planning Criteria or the OATT.

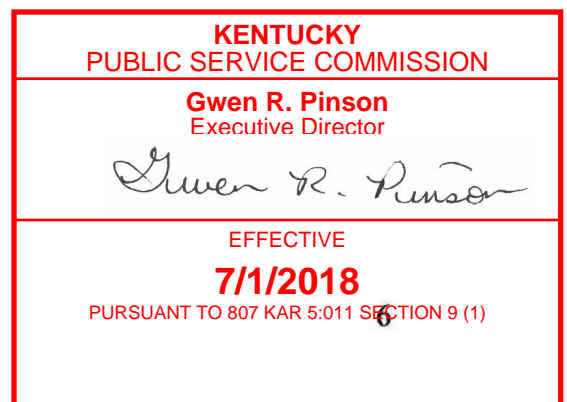
SPP Market
Participant
Status:

If either Party ceases to be an SPP Market Participant (as defined in the SPP Documents) and is not able to perform its obligations under this Confirmation Letter, an Event of Default under the Master Agreement shall have occurred with respect to such Party unless such Party cures such default within 15 Business Days.

Governing Terms:

This Confirmation Letter is being provided pursuant to and in accordance with the Master Power and Sale Agreement dated June 11, 2014 (the “Master Agreement”) between NextEra Energy Marketing, LLC and Big Rivers Electric Corporation, and constitutes part of and is subject to the terms and provisions of such Master Agreement; provided that any conflict between the Master Agreement and this Confirmation Letter shall be resolved in favor of this Confirmation Letter solely for purposes of the Transaction. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

[Signatures follow]



Big Rivers Electric Corporation

Mary Gault
By:

Title: VP Energy Services
Phone: 270-844-6124
Fax: 270-827-2101

NextEra Energy Marketing, LLC

[Signature]
By:

Title: **Craig Shapiro**
Vice President and
Managing Director
NextEra Energy
Marketing, LLC
Phone:
Fax:

561-304-5939
N/A



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EXHIBIT A

ENERGY SCHEDULING PROCEDURES

PURPOSE: This document "Scheduling Procedures" provides guidance and specific instructions to the BUYER and the SELLER concerning the scheduling of the Energy at the Delivery Point. This document is intended to address the scheduling issues and procedures specified in the various governing documents for the Southwest Power Pool's Integrated Marketplace (SPP IM).

DESIGNATED MARKET PARTICIPANT: BUYER shall work with SELLER pertaining to requirements of the Scheduling Procedures upon request and otherwise adhere to those requirements.

RESPONSIBILITIES: SELLER's Day-Ahead operations are responsible for providing guidance, application, and monitoring of the Scheduling Procedures in cooperation with SELLER and BUYER.

SELLER's Day-Ahead operations will also be responsible for notifying BUYER of any changes in availability of the Generation Resource ("Resource").

BUYER and SELLER will be responsible for execution of SPP IM Bilateral Settlement Schedules (BSS) within the timelines set forth herein.

METHOD: BUYER shall submit SPP BSS to Schedule its purchases from the Resource and adhere to the Scheduling Procedures and the SPP IM Protocols.

TIMELINES: Day Ahead (DA):

- By ninety (90) minutes prior to the closing of the DA market, BUYER will notify SELLER with the amount BUYER would like to Schedule in the DA market via email.
- If BUYER fails to provide a Schedule ninety (90) minutes prior to the DA market closing, SELLER will not Schedule any Energy on behalf of BUYER. SELLER will use best efforts to adjust BUYER's request to change DA schedules after the deadline and prior to the DA market closing.
- BUYER will verify schedules via recorded phone call with SELLER or email with confirmation to Seller, 1 hour prior to closing of the DA market.
- BSS at the DA Price will be used to settle this amount at the Delivery Point settlement location.
- BUYER will submit the DA BSS to S Schedule by 1200 Central Prevailing Time business day.

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- SELLER will confirm the DA BSS with SPP by 1600 CPT the following business day.

Real Time (RT):

- There will be no adjustments made to DA schedules in the RT market.
- BUYER will not be allowed to create Energy schedules in the RT market.

Settlements:

- All BSS will be settled by SPP
- Defaulting on Energy payment eliminates Buyers' option to Schedule Energy until such time as payments are current.

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