

PUBLIC

(Execution)

FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

This First Amendment to Power Purchase effective as of this 19th day of October, 2021 (this "Amendment"), is entered into by and between Santa Fe Wind Project, LLC, a Delaware limited liability company (as assignee of Iron Star Wind Project, LLC, "Seller") and Missouri Joint Municipal Electric Utility Commission, a body public and corporate organized and existing under the laws of the State of Missouri ("Buyer") (Seller and Buyer hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, Iron Star Wind Project, LLC ("Iron Star") and Buyer entered into that certain Power Purchase Agreement entered into that certain Power Purchase Agreement dated effective as of January 23, 2017 (the "PPA");

WHEREAS, Iron Star assigned the PPA to Seller pursuant to that certain Assignment and Assumption Agreement dated contemporaneously herewith;

WHEREAS, Seller and Buyer desire to enter into this Amendment to reflect their agreement to further modify certain terms of the PPA as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the PPA.

2. Amendment.

(a) Section 2.1(b), Delivery Date, is amended by deleting subsection (ii) in its entirety and replacing it with the following: "(ii) the Grain Belt Express project is cancelled, terminated or has not placed in service that portion of the Grain Belt Express as is required to enable the Project to interconnect, and deliver the Energy generated by the Project, to the Delivery Point by December 31, 2026, either Seller or Buyer may terminate this Agreement without liability on the part of either Party by providing written notice to the other Party, and in such event any Seller security provided under Section 2.1(d), minus any damages owed by Seller to Buyer prior to termination, shall be promptly returned to Seller, except in the case where the Grain Belt Express project achieves commercial operation by June 1, 2027, in which case the Seller security shall be retained by Buyer. If, however, Buyer is the party who elects to terminate this Agreement pursuant to this Section 2.1(b), the Seller security provided under Section 2.1(d) shall be promptly returned to Seller."

(b) Section 3.1, Buyer's Share, is amended by deleting the section in its entirety and replacing it with the following: "On or before December 31, 2023, Buyer shall provide written notice to Seller, requesting Seller's price for an additional 64 MW from the Project

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(the "Excess MW"). No later than April 1, 2024, Seller shall provide to Buyer, in writing, a price for the Excess MW on a per MW basis. Buyer shall provide to Seller no later than November 1, 2024 the full or partial Excess MW amount that Buyer elects to purchase at such price and to designate Buyer's Share. Buyer's failure to accept Seller's pricing within such time period shall be deemed a rejection by Seller of the Excess MW and Seller shall have no further obligation or liability with respect to the sale of the Excess MW to Buyer nor shall Buyer have any obligation or liability with respect to any purchase of the Excess MW. Subject to the terms of this Section 2(b), Buyer's Share shall (1) be based upon binding contractual or other commitments obtained from the members of MJMEUC that, in the aggregate, will allow Buyer to meet its financial and other obligations under this Agreement, (2) not be less than 136 MW and (3) not be subject to further adjustment after Buyer's acceptance (or rejection, whether deemed or otherwise) of Seller's pricing for the Excess MW, without written agreement of the Parties. If Buyer elects not to accept Seller's pricing for the Excess MW, Buyer's Share shall be equal to 136 MW for all purposes hereunder. If, however, Buyer elects to accept all or part of the Excess MW at Seller's price, Buyer's Share for all purposes hereunder shall be equal to 136 MW plus the amount of Excess MW elected by Buyer pursuant to the terms of this Section 3.1. Upon request, Buyer shall provide Seller evidence of the contractual or other commitments underlying Buyer's written notice of the amount of Buyer's Share.

(c) Article 11, Notices and Addresses For Payment, is amended by deleting Seller's notice and payment addresses and replacing them with the following:

Name: Santa Fe Wind, LLC ("Seller")
All Notices:
Street: 3760 State Street, Suite 200
City: Santa Barbara, CA 93105
Attn: Jon Koehn, VP, Development
Phone: (805) 895-3294
Email: Jonathan.Koehn@engie.com
Invoices:
3760 Post Oak Blvd., Suite 400
Houston, TX 77056
Attn: VP, Asset Management
Phone: (713) 636-0000
Email: assetman@engie.com
Payments:
3760 Post Oak Blvd., Suite 400
Attn: VP, Asset Management
Phone: (713) 636-0000
Email: assetman@engie.com
Wire Transfer: In accordance with written notice to be provided by Seller to Buyer on or prior to the Initial Delivery Date
Credit and Collections:
3760 Post Oak Blvd., Suite 400

Houston, TX 77056 Attn: VP, Asset Management Phone: (713) 636-0000 Email: assetman@engie.com
With copy of notices of an Event of Default to: 3760 Post Oak Blvd., Suite 400 Houston, TX 77056 Attn: General Counsel, Renewables Phone: (713) 636-0000 Email: engiena-legal@engie.com

- (d) Exhibit A is amended by deleting it in its entirety and replacing it with Exhibit A attached hereto.
- (e) Exhibit B is amended by deleting it in its entirety and replacing it with Exhibit B attached hereto.
3. Force and Effect. Except as amended hereby, the PPA remains in full force and effect as originally written. Each reference in the Agreement to "this Agreement," "hereunder," "hereof," or words of like import, and each reference to the "Agreement" in any and all instruments or documents provided for in the Agreement or delivered or to be delivered thereunder or in connection therewith, shall, except where the context otherwise requires, be deemed a reference to such agreement as amended hereby.
4. Governing Law. This Amendment and all matters arising hereunder or in connection herewith shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of Missouri, without regard to conflicts of law principles.
5. Counterparts. This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

(Signature page follows)

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IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the first date written above.

“SELLER”

“BUYER”

Santa Fe Wind Project, LLC

Missouri Joint Municipal Electric Utility
Commission

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By: David Carroll

By: John Twitty

Name: David Carroll

Name: John Twitty

Title: President

Title: President and CEO

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EXHIBIT A

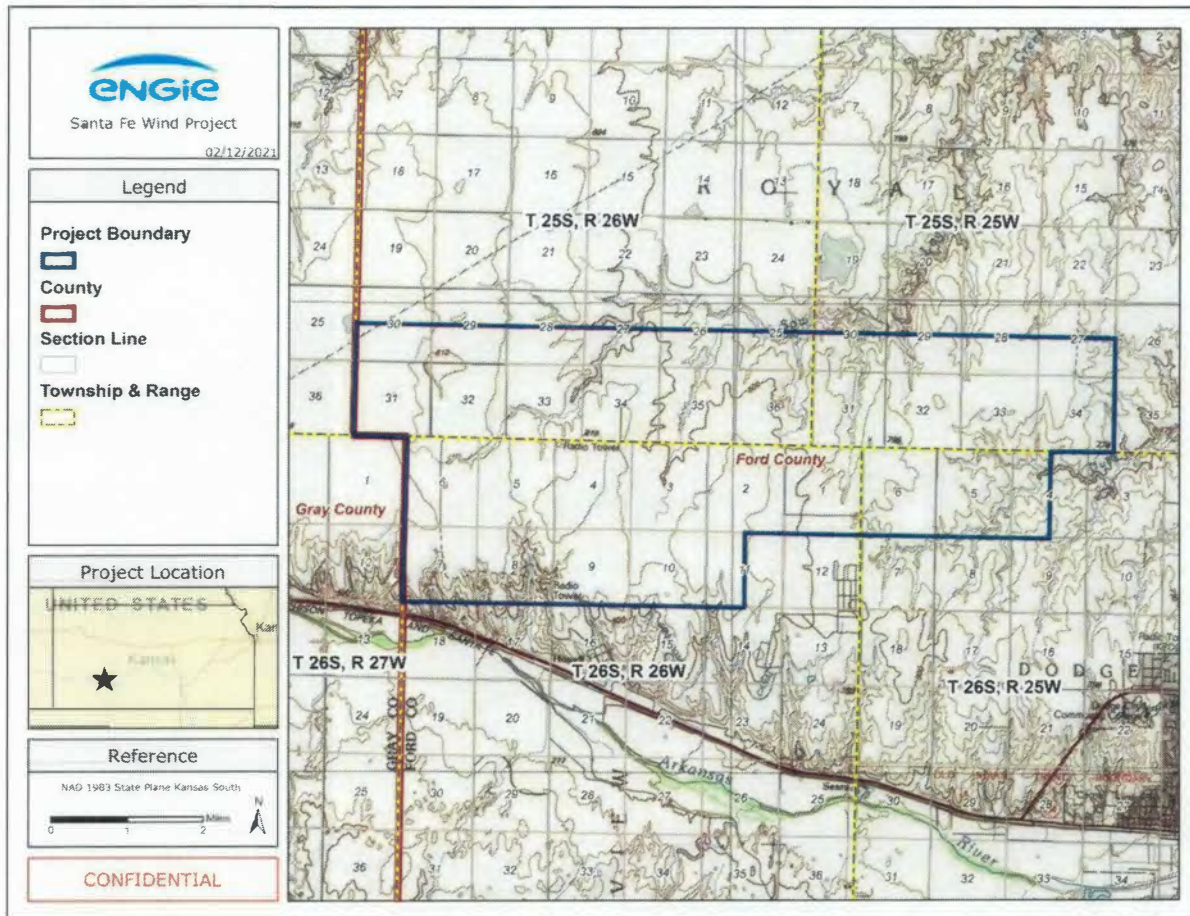
DESCRIPTION OF FACILITIES OF PROJECT

The Santa Fe Wind Project is a 200 MW wind project currently in development by Seller in Ford County, KS. The Project is anticipated to be comprised of General Electric wind turbines (or wind turbines selected by Seller of similar technology) to deliver wind energy to Buyer pursuant to the Grain Belt Express DC transmission system.

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EXHIBIT B
MAP OF PREMISES



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