

Public

(Execution)

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "**Assignment**") is made this 19th day of October, 2021 (the "**Effective Date**"), by and between **Iron Star Wind Project, LLC**, a Delaware limited liability company ("**Assignor**") and **Santa Fe Wind Project, LLC**, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties.**" Missouri Joint Municipal Electric Utility Commission joins in the execution of this Assignment solely for the purpose of evidencing its acknowledgment and acceptance of the terms hereof.

RECITALS

WHEREAS, Assignor is a party to that certain Power Purchase Agreement between Assignor, as Seller, and Missouri Joint Municipal Electric Utility Commission, as Buyer, dated as of January 23, 2017 (the "**Agreement**");

WHEREAS, Assignor and Assignee are Affiliates, as that term is defined in the Agreement; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor an assignment of, the Agreement as more specifically set forth herein.

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

AGREEMENT

1. Recitals. The aforementioned Recitals are true and correct and incorporated herein by this reference.

2. Assignment. Assignor hereby grants, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to the Agreement.

3. Assumption of Obligations. As of the Effective Date, Assignee hereby assumes the obligations for the performance of all covenants, agreements and obligations of Assignor with respect to the Agreement. Assignee hereby further covenants, promises and agrees to perform each and all covenants, agreements and obligations of Assignor with respect to the Agreement in the manner, and in all other respects, as provided for therein as though the Agreement had originally been made, executed and delivered by Assignee. As set forth in the Agreement and as agreed pursuant to this Assignment, Assignor is released from all liability and obligations arising under the Agreement on and after the Effective Date, such liability and obligations having been assumed by Assignee. Assignee accepts the Agreement and any rights, title or interest of the Assignor therein "AS IS" as of the Effective Date and acknowledges that the Assignor makes no

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representations or warranties as to the effectiveness or enforceability of the rights contained in the Agreement.

4. Binding Effect. The matters set forth herein shall be binding upon and inure to the benefit of the Parties, and their respective assigns and successors in interest.

5. Additional Documents. The Parties hereto agree that they will execute any and all other and further documents that are reasonable and necessary to carry out the full intent and purpose of this Assignment.

6. Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the dates set forth in the notary acknowledgments attached hereto to be effective as of the Effective Date.

Assignor:

IRON STAR WIND PROJECT, LLC,
a Delaware limited liability company

By: David Carroll
Printed Name: David Carroll
Title: President

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Assignee:

SANTA FE WIND PROJECT, LLC,
a Delaware limited liability company

By: David Carroll
Printed Name: David Carroll
Title: President

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**ACKNOWLEDGED AND ACCEPTED
THIS 19th DAY OF OCTOBER, 2021:**

MISSOURI JOINT MUNICIPAL ELECTRIC
UTILITY COMMISSION

By: John Twitty
Name: John Twitty
Title: President and CEO

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