

**FOURTH AMENDMENT  
TO THE AMENDED AND RESTATED ENERGY SERVICES AGREEMENT**

This Fourth Amendment to the Amended and Restated Energy Services Agreement (“Amendment”) is entered into as of May 26<sup>th</sup>, 2022 (the “Effective Date”) by and between City of Independence, Missouri, a municipality organized under the laws of the state of Missouri, operating through its Power & Light Department (“Customer”) and Tenaska Power Services Co. (“TPS”). Each of Customer and TPS may be referred to herein as a “Party” and collectively as the “Parties” to this Amendment.

WHEREAS, Customer and TPS are Parties to that certain Amended and Restated Energy Services Agreement dated as of April 1, 2018, as amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, Customer and TPS hereby agree as follows:

**AMENDMENT**

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the same meaning as that given to such terms in the Agreement.
2. The Parties hereby amend the Agreement by inserting the following definitions in Section 1, in alphabetical order:

““Monthly ARR Allocation Process” shall mean the monthly process by which SPP awards ARRs, that entitles the holder to a share of the auction revenues generated in the applicable TCR Auction(s) and/or entitles the holder to self-covert the ARRs into TCRs.

“Monthly Auction Revenue” shall mean the sum of the credits or charges associated with each path in the nomination portfolio, calculated as the TCR Auction Clearing Price per a given auction at the source minus the TCR Auction Clearing Price per a given auction at the sink (each expressed in \$/MW-period), for the auction month multiplied by the MW volume awarded for the applicable period. A positive calculated amount shall mean a revenue and a negative calculated amount shall mean a charge.

“Stage 2” shall have the meaning set forth in the SPP Rules.”

3. The Parties hereby amend the Agreement by deleting the last sentence of the second paragraph of Section 3.7 and replacing it with the following:

“TPS and Customer agree to collect the Annual Auction Revenue for all awarded volumes in round three of the Annual ARR Allocation Process and not self-convert any awarded volumes to TCRs. On a monthly basis, TPS shall further assist Customer with nomination strategies for any ARRs not awarded in the Annual ARR Allocation Process that are still available in Stage 2 of the Monthly ARR Allocation Process. TPS and Customer agree to collect the Stage 2 Monthly Auction Revenue for all monthly awarded volumes and not self-convert to TCRs unless mutually agreed.”

4. The Parties hereby amend the Agreement by deleting Section 5.5 in its entirety and replacing it with the following:

“5.5 ARR/TCR Service Fees. Customer shall pay TPS thirty-five percent (35%) of each of (i) the Annual ARR Rd 3 NEB, and (ii) any incremental revenue created through Stage 2 of the Monthly ARR Allocation Process, in each case associated with paths awarded where such paths were recommended by TPS. Customer shall retain sixty-five percent (65%) of such incremental revenue. TPS will invoice Customer each Month during the auction year for amount due under this Section 5.5 in accordance with Section 10 of this Agreement. If the net value of the Annual ARR Rd 3 NEB for the auction year is negative, or if participation in the Monthly ARR Allocation Process results in negative Monthly Auction Revenue, Customer will be responsible for such losses as invoiced to Customer by SPP.”

5. Unless expressly changed by this Amendment, all other terms of the Agreement shall remain in full force and effect.
6. This Amendment may be executed in multiple counterparts, including facsimile(s) or emails, each one of which will be considered an original agreement, but all of which together will constitute one and the same instrument.
7. This Amendment contains the entire agreement between the Parties with respect to the subject matter of this Amendment and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to such subject matter of this Amendment.

WHEREFORE, the Parties acknowledge and agree to this Amendment effective as of the Effective Date.

**TENASKA POWER SERVICES CO.**

By:  \_\_\_\_\_

Name: Curry Aldridge

Title: Senior Vice President

**CITY OF INDEPENDENCE, MISSOURI**

By:  \_\_\_\_\_

Name: Jim Nail

Title: Director, IPL