

TRANSACTION CONFIRMATION

This Transaction Confirmation (this “Confirmation”) shall confirm the transaction agreed to on December 2, 2025 (the “Effective Date”), between City of Independence (“Buyer”) and Evergy Kansas Central, Inc. (“Seller”) (each individually a “Party,” or collectively the “Parties”) regarding the sale/purchase of the Product under the terms and conditions below.

Seller: Evergy Kansas Central, Inc.

Buyer: City of Independence

Governing Terms: Except as expressly modified herein, this Confirmation shall be governed by the WSPP Agreement most recently updated as of October 21, 2024, as amended from time to time (the “Master Agreement”), which Master Agreement is incorporated herein by reference. This Confirmation supersedes any prior oral or written agreement between the Parties regarding the subject matter hereof. This Confirmation, together with the Master Agreement, shall constitute the entire agreement between the Parties with respect to the transaction described herein. Any inconsistency between any terms of the Master Agreement and any terms of this Confirmation shall be resolved in favor of the terms of this Confirmation.

“SPP Documents” means (i) the Southwest Power Pool (“SPP”) Open Access Transmission Tariff, Sixth Revised Volume No. 1 (“OATT”), on file with the Federal Energy Regulatory Commission (“FERC”), as may be amended from time to time; (ii) the applicable SPP planning and operating criteria (“SPP Criteria”), as the same may be amended from time to time; 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.

Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement or the SPP Documents. In the event of conflict between the SPP Documents and WSPP Agreement regarding operations or defined terms, the provisions or definitions provided in the SPP Documents shall prevail.

Product: Deliverable Capacity, as defined in the SPP Documents, assigned to the applicable portions of the Generation Resources (the “Capacity”). Seller shall be obligated to sell and deliver, and Buyer shall be obligated to purchase and receive, the Contract Quantity of Capacity during the Delivery Term for the consideration given and received by each party hereto. Buyer and Seller acknowledge and agree that the Capacity shall be used solely to satisfy the Planning Reserve Margin portion of the Resource Adequacy Requirement, as such terms are defined in the SPP

Documents, for Buyer or any subsequent buyer of such Capacity from Buyer.

Generation
Resources:

Any generation resource(s) interconnected to the transmission system of SPP whereby Seller has exclusive rights to Capacity (the “Generation Resource”) and the Seller is a market participant of the SPP and the owner of the Generation Resource is an SPP interconnection customer.

Delivery Period:

Beginning from and including June 1, 2027, through and including November 30, 2027.

Contract Quantity:

37 MW

Contract Price:

\$8.50 per kW per month for each month during the Delivery Period.

Payments:

Billing and payment for the Product shall occur on a monthly basis, in accordance with the Master Agreement.

As of the Trading Day, the Parties acknowledge that SPP accredits the applicable Contract Quantity for the Generation Resource with capacity separately for the Summer Season (currently defined as the months of June, July, August, and September) and the Winter Season (currently defined as the months of December, January, February, and March). For the purposes of monthly payment, the Contract Quantity for the months of October and November shall equal the Capacity as accredited by SPP for the immediately prior Summer Season.

In the event that the seasonal construct of SPP’s accreditation methodology is changed after the Trading Day, the Parties shall negotiate in good faith an amendment to this Confirmation, to capture the appropriate monthly payment from Buyer to Seller, such that Buyer pays and Seller receives the equivalent of the average of the Contract Quantity times the Contract Price over the course of the Delivery Period.

Delivery Point:

Interconnection of the Generation Resources to the transmission system of SPP.

Scheduling:

Seller shall offer the Generation Resource into the SPP Integrated Marketplace in accordance with the SPP Documents. Both parties agree a redacted copy of this agreement may be provided to SPP in accordance with Section 8.1 of Attachment AA of the OATT.

Buyer has no rights to actual commitment or dispatch of the Generation Resource or its associated energy.

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. The Parties agree to make any and all information available to each other and SPP that are necessary for Buyer or Buyer's downstream buyer's or its LRE to receive the Contract Quantity.

Buyer shall comply, and Seller shall comply, with the OATT and SPP Business Practices. Buyer or Buyer's downstream buyer's or its LRE shall: (i) submit its Workbook in a timely manner in accordance with Attachment AA; (ii) submit historical and forecasted load data to SPP as required; and (iii) take any other necessary steps in compliance with Attachment AA to ensure Buyer or Buyer's downstream buyer's or its LRE is able to accept the Contract Quantity.

Seller shall: (i) ensure that the Generation Resource is registered in the SPP Balancing Authority Area for the duration of the Delivery Period; and (ii) not sell the Contract Quantity to another entity. Seller shall take all necessary steps in compliance with Attachment AA and provide such information as required by Attachment AA to ensure that the Generation Resource is accredited by SPP. A failure by Seller to comply with Attachment AA and provide such information which results in lower accreditation for the units to what otherwise should have been, will constitute a failure to deliver.

Limitation on Damages
for Seller's Failure to
Schedule and Deliver
Contract Quantity:

Notwithstanding any other section of this Confirmation to the contrary, any damages paid by Seller to Buyer in relation to any failure to deliver the Contract Quantity under this Confirmation or any early termination of this Confirmation shall never exceed the maximum Deficiency Payment amount calculated in accordance with Section 14.2 (Deficiency Payment) of Attachment AA of the OATT, as may be amended, modified or expanded from time to time, minus the corresponding aggregate payments for the Contract Price, based on the total volume of the Contract Quantity that Seller failed to deliver.

Failure to Deliver
or Receive:

Subject to the Limitation on Damages for Seller's Failure to Schedule and Deliver Contract Quantity section above, in the event that Seller fails to deliver all or a portion of the Contract Quantity during the Delivery Period, or Buyer fails to receive all or portion of the Contract Quantity during the Delivery Period, (such undelivered or unreceived Product, the "Deficient Capacity"), the following payment shall apply with respect to such Deficient Capacity during the applicable months, relating to the Summer Season, ("Non-Performance Payment"):

[The Contract Price *minus* the Replacement Price (in \$/kW-Month)] *times* 1000 *times* the Deficient Capacity (in MWs).

With respect to both Parties, “Replacement Price” means, for purposes of this calculation, the price, stated in \$/kW-Month, that the Party that did not fail to deliver or receive, acting in a commercially reasonable manner, is able to ascertain from other *bona fide* third-party offers to buy/sell, as applicable, replacement Capacity in an amount equal to the Deficient Capacity. Notwithstanding any other provision herein, neither Party shall be required to enter into a replacement transaction(s) in order to determine the Replacement Price.

Each Party agrees and covenants to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance under this transaction.

If Buyer fails to receive all or a portion of the Contract Quantity, and if the Non-Performance Payment for the Deficient Capacity is positive, then Buyer shall pay Seller the Non-Performance Payment.

If Seller fails to deliver all or a portion of the Contract Quantity and the Non-Performance Payment is negative, then Seller shall pay Buyer the absolute value of the Non-Performance Payment.

Notwithstanding the above, if (i) Seller fails to deliver, and (ii) Buyer is unable, acting on a commercially reasonable manner, to ascertain a Replacement Price, and (iii) Buyer (or Buyer's LRE) is assessed a Deficiency Payment in accordance with Attachment AA, as a result of Seller's failure to deliver, then Seller shall reimburse Buyer for the positive difference, if any, of such Deficiency Payment minus the corresponding aggregate payments for the Contract Price, within three calendar days of receipt of Buyer's invoice.

The remedies set forth herein regarding failures to deliver and receive supersede and replace the remedies set forth in the Master Agreement with respect such failures for this transaction only.

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, an Event of Default under the Master Agreement shall have occurred with respect to such Party unless such Party cures such default within fifteen (15) Business Days.

Change in Law:

If FERC, SPP or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that makes Seller's or Buyer's ability to perform its obligations hereunder illegal or impossible, the Parties shall negotiate in good faith an amendment to this Confirmation or take other appropriate action the effect of which is to restore each Party, as closely as possible, to its same position as prior to such change.

Early Termination

Calculation:

In the event that an Early Termination Date is declared by a Party and this Confirmation is terminated in accordance with the terms of the Master Agreement, then the Settlement Amount will be determined using the most recent Summer Season Accredited Capacity amount for the Generation Resources based on ELCC methodology, or any reasonable estimate if such amount is not available, calculated across all the relevant months during the Delivery Period as described in the Payment section.

Buyer and Seller execute this Confirmation effective as of the first date set forth above.

CITY OF INDEPENDENCE

By:

Name:

Title:

Date:


Lisa Reynolds
Title: City Manager
Date: 1/26/2026

EVERGY KANSAS CENTRAL, INC.

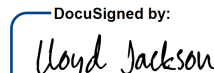
DocuSigned by:

By:

Name:

Title:

Date:


Lloyd Jackson
MD, Energy Marketing and Trading
2/6/2026

