

ASSIGNMENT AND ASSUMPTION OF POWER GENERATION OPTION TO LEASE

THIS ASSIGNMENT AND ASSUMPTION OF POWER GENERATION OPTION TO LEASE (this “**Assignment**”) is entered into effective as of December 1, 2025 (“**Effective Date**”), by and between UET VENTURES, LLC, a North Dakota limited liability company (“**Assignor**”), and INDEPENDENCE POWER PARTNERS, LP, a Delaware limited partnership (“**Assignee**”).

RECITALS

A. Assignor and Independence Power and Light Company (“**Landowner**”), entered into that certain Power Generation Option to Lease (the “**Agreement**”) dated as of September 16, 2024, pursuant to the terms and conditions of which Landowner granted to Assignor the option to lease certain real estate located in the City of Independence, Jackson County, Missouri, as more particularly described therein.

B. Assignor desires to assign to Assignee all of Assignor’s rights, duties, interests, and obligations under the Agreement, and Assignee has agreed to assume and perform all such rights, duties, interests, and obligations under the Agreement.

C. Pursuant to Section 7.1 of the Agreement, Assignor may assign its rights under the Agreement, with Landowner’s consent, to any party involved in financing or refinancing of any Improvements (as defined in the Agreement), including, without limitation, any lender to or investor in Assignor or in any Power Generation Operations Facilities (as defined in the Agreement), or to any corporation, limited liability company, partnership, or other entity now existing or hereafter organized in which Assignor or any affiliate of Assignor owns interest directly or indirectly.

D. Assignor owns or will own interest in Assignee, qualifying Assignee as an “Assignee” under the terms of Section 7.1 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between Assignor and Assignee as follows:

1. RECITALS INCORPORATED. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. ASSIGNMENT AND ASSUMPTION. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s rights, title, interest, duties, obligations, agreements, covenants, and conditions under the Agreement. Assignee hereby accepts such assignment and assumes and agrees to be subject to all conditions and restrictions to which the Assignor is subject under the Agreement, and to perform and to be responsible for all of Assignor’s agreements, covenants, and obligations under the Agreement.

3. INDEMNITY. Assignor shall indemnify, protect, defend and hold harmless Assignee from and against any and all damages, liabilities, costs, and claims arising or occurring prior to the Effective Date, or to the extent allocable to the period prior to the Effective Date, and incurred by Assignee with respect to the performance or failure of performance of Assignor of any of its obligations under the Agreement prior to the Effective Date. Assignee shall indemnify, protect, defend and hold harmless Assignor from and against any and all damages, liabilities, costs, and claims arising or occurring on or after the Effective Date, or to the extent allocable to the period on or after the Effective Date, and incurred by

Assignor with respect to the performance or failure of performance of Assignee of any of its obligations under the Agreement on or after the Effective Date.

4. COUNTERPARTS. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Assignment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first above written.

ASSIGNOR:

UET VENTURES, LLC,
a North Dakota limited liability company

By: 
Name: Tom Smith
Title: President

ASSIGNEE:

INDEPENDENCE POWER PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first above written.

ASSIGNOR:

UET VENTURES, LLC,
a North Dakota limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

INDEPENDENCE POWER PARTNERS, LP,
a Delaware limited partnership

By: Independence Power Partners GP, LLC, its General Partner
Name: Creede Williams
Title: Authorized Signatory



LANDOWNER'S CONSENT AND ACKNOWLEDGEMENT

Independence Power and Light, as "Landowner" under the Agreement referenced in the foregoing Assignment, and the City of Independence, Missouri, as currently listed owner of the property referenced in such Agreement, hereby acknowledge notice of and consent to the foregoing Assignment.

IN WITNESS WHEREOF, the undersigned have executed this Consent and Acknowledgment as of the date set forth below.

INDEPENDENCE POWER AND LIGHT

By: 
Name: Lisa Reynolds
Title: Interim City Manager

THE CITY OF INDEPENDENCE, MISSOURI, a
Missouri state-chartered municipality

By: 
Name: Lisa Reynolds
Title: Interim City Manager

*SIGNATURE PAGE – LANDOWNER'S
CONSENT TO ASSIGNMENT*