



CONFIRMATION LETTER

This confirmation letter (this "Confirmation Letter") shall confirm the Transaction agreed to on January 23, 2026 (the "Effective Date"), between NextEra Energy Marketing, LLC ("Seller") and Independence Power & Light ("Buyer") (each individually a "Party," or collectively the "Parties") regarding the sale/purchase of the Product under the terms and conditions below.

Seller: NextEra Energy Marketing, LLC

Buyer: Independence Power & Light

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 Attachment AA of the OATT as of the date first set forth above. All Deliverable Capacity shall be sourced from a Generation Resource, as defined below on the Effective Date.

Contract Quantity: 100 MW.

Delivery Point: Interconnection of any generation resource whereby Seller has exclusive rights to Deliverable Capacity (the "Generation Resource(s)"), to the transmission system of SPP. Seller is a market participant of the SPP and the owner of the Generation Resource is an SPP interconnection customer.

Delivery Period: June 1, 2027 through September 30, 2027

<u>Contract Price:</u>	\$13.00 per kW per month for each month during the Delivery Period.
<u>Payments:</u>	Billing and payment for the Product shall occur on a monthly basis, in accordance with the Master Agreement.
<u>Scheduling of Generation Resource:</u>	As part of the annual Workbook submission, Seller represents to Seller, that it will register the Generation Resource in the SPP Integrated Marketplace in accordance with Section 7.1 of Attachment AA of the OATT. Both Parties agree a copy of this Confirmation Letter 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.
<u>Replacement Deliverable Capacity:</u>	The Parties agree that the Contract Quantity shall be sourced from the Generation Resources. If Seller determines that the Deliverable Capacity of the Generation Resources, established in accordance with the Product requirements set forth in the SPP Planning Criteria, is less than the Contract Quantity or is otherwise not available to deliver to Buyer, Seller shall remain obligated to deliver the entire Contract Quantity, provided that Seller may source the Contract Quantity from any generation source in SPP that has Deliverable Capacity (each such replacement resource, a “<u>Replacement Deliverable Capacity Resource</u>”). Seller will identify a Replacement Deliverable Capacity Resource with sufficient time to allow Buyer to make the SPP filings required for the replacement of the Deliverable Capacity. To the extent a Replacement Deliverable Capacity Resource replaces the Deliverable Capacity specified herein in accordance with this Section, the term “<u>Deliverable Capacity</u>” as used in this Agreement shall be deemed to refer to the replaced Deliverable Capacity as set forth above.
<u>Limitation on Damages for Failure to Deliver or Failure to Receive Deliverable Capacity:</u>	Notwithstanding the following section, any damages for the Deficient Capacity, as defined below, payable from Seller to Buyer as a result of Seller’s Failure to Deliver shall never exceed the amount of \$2.4 million and any damages for the Deficient Capacity payable from Buyer to Seller as a result of Buyer’s Failure to Receive shall never exceed the Total payments owed for the Summer Season (as defined in Attachment AA of the SPP Documents) based on the total volume of Deliverable Capacity.
<u>Failure to Deliver Or Receive:</u>	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 Contract Quantity, the “ <u>Deficient Capacity</u> ”), the following payment shall apply with respect to such Deficient Capacity (“ <u>Non-Performance Payment</u> ”):

[The Contract Price minus the Replacement Price (in \$/kw-mo)] times [1000] times the Monthly Deficient Capacity (in MWs).

With respect to both Parties, “Replacement Price” means, the price, stated in \$/kW-Month, that Seller/Buyer, acting in a commercially reasonable manner, is able to ascertain from other bona fide third-party offers to buy/sell the Product in an amount equal to the Deficient Capacity. The maximum Replacement Price for purposes of the Non-Performance Payment calculation shall be \$19.00/kw-mo. Notwithstanding any other provision herein, neither Party shall be required to enter into a replacement transaction(s) in order to determine Replacement Price.

If the Non-Performance Payment is positive, Buyer shall pay Seller the Non-Performance Payment in equal monthly payments over the Deficient Capacity summer and/or winter season. If the Non-Performance Payment is negative, Seller shall pay Buyer the absolute value of the Non-Performance Payment in equal monthly payments over the Deficient Capacity summer and/or winter season.

Notwithstanding the preceding paragraph, if (i) Seller fails to deliver, and (ii) Seller and Buyer are unable to ascertain a Replacement Price, then the Replacement Price shall equal \$19.00/kw-mo.

The Parties acknowledge and agree that the remedies set forth herein regarding failures to deliver and receive shall supersede and replace the remedies set forth in the Master Agreement with respect to this Transaction only.

Special Conditions:

Warranty of Authority: Seller hereby warrants that it has all necessary authority, rights and powers to sell the Product to Buyer, including but not limited to the authorization of its administrative board and any federal tariff or other federal authorization that may be necessary to make a sale in interstate commerce of the Product.

Representations: Seller is not responsible for Buyer’s compliance with SPP Planning Criteria or OATT terms.

The Seller shall be responsible for ensuring the Generation Resource satisfies the capacity requirements for Deliverable Capacity and will be demonstrated and accredited in accordance with the SPP Rules for Deliverable Capacity.

Changes in SPP Documents:

If, during the Term, there occurs a change in the SPP Documents, and such change results in the elimination of, or otherwise has a material adverse effect on, the enforcement or performance of a material right or obligation of a Party under this Confirmation Letter, then the Parties shall negotiate in good faith in an attempt to amend this Confirmation Letter to accommodate such change in the SPP Documents. Any such amendment shall reflect, as closely as possible, the intent and substance of the economic bargain reached by the Parties prior to such change. If the

Parties are unable to reach an agreement on an amendment within ninety (90) days, then either Party may provide ten (10) business days' notice terminating this Confirmation Letter. Upon such termination, no further payments or deliveries will be required to be made, but without prejudice to the other provisions of this Confirmation Letter and obligations already incurred.

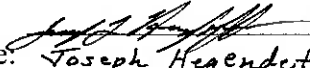
SPP Market
Participant:

If a Party ceases to be an SPP Market Participant and is incapable of performing under the Transaction, then that Party will be a defaulting Party and such event will be an event of default.

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

INDEPENDENCE POWER & LIGHT

NEXTERA ENERGY MARKETING, LLC

By: 
Name: Joseph Hegendoff
Title: Director IPL
Date: 1/23/2026

By: 
Name: Mark Palanchian
Title: Vice President
Date: 1/29/2026



ATTACHMENT A

TO JANUARY 23, 2026 CONFIRMATION

NOTICES

NextEra Energy Marketing, LLC (“NextEra” or “Party A”)

Independence Power & Light “IPL” or “Party B”)

All Notices:

700 Universe Blvd.
Juno Beach, FL 33408

Attn: Contracts/Legal Department
Email: NEMLEGAL@nee.com

Duns: 05-448-1341
Federal Tax ID Number: 65-0851428

Invoices:

Attn: Manager, NEM Accounting
Phone: 561-304-5830
Email: michael.collier@nee.com
Power-Settlements.SharedMailbox@nee.com

Payments:

Attn: Manager, NEM Accounting
Phone: 561-304-5830
Facsimile: michael.collier@nee.com
Power-Settlements.SharedMailbox@nee.com

Wire Transfer:

BNK: Bank of America
For the Account of: NextEra Energy Marketing, LLC
ABA: 0260-0959-3
ACCT: 3751227650

Credit and Collections:

Attn: Credit Manager
Phone: (561) 304-5143
Email: DL-Credit-Underwriting-Team@fpl.com

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Contracts/Legal Department
Facsimile: (561) 625-7504
Email: NEMLEGAL@nee.com

All Notices:

20201 E. Jackson Dr.
Independence, MO 64057

Attn: Joseph Hegendeffer
Phone: 816-325-7494
Email:

Duns:
Federal Tax ID Number: 44-6000190

Invoices:

Attn: Amy Finch, Finance Manager IPL
Phone: 816-325-2347
Email: afinch@indepmo.org

Payments:

Attn: Amy Finch, Finance Manager IPL
Phone: 816-325-2347
Email: afinch@indepmo.org

Wire Transfer:

BNK: UMB Bank, NA

For the account of: City of Independence
ABA: 101000695
ACCT: 9871516571

Credit and Collections:

Attn: Amy Finch, Finance Manager IPL
Phone: 816-325-2347
Email: afinch@indepmo.org

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Joseph Hegendeffer
Phone: 816-325-7494
Email: jhegendeffer@indepmo.org

