

AMENDMENT NO. 2 TO LONG TERM POWER SUPPLY CONTRACT FOR PARTICIPATING MEMBERS

This *Amendment No. 2 to Long Term Power Supply Contract for Participating Members* (this "Amendment"), dated as of _____, 202__ (the "Effective Date"), is made by and between WPPI Energy, a municipal electric company ("WPPI"), and the City of Gladstone (the "Member"). WPPI and the Member are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Member is a member of WPPI and, like all other Participating Members, takes long-term all-requirements electric service from WPPI pursuant to a long-term power supply contract (each, a "Long Term Contract").

B. In this Amendment, the term "the Member's Contract" refers to the *Long Term Power Supply Contract for Participating Members* between WPPI and the Member dated as of January 25, 2007 (as subsequently amended), the current initial term of which will expire immediately following December 31, 2055.

C. WPPI's revenues under the Long Term Contracts have been pledged to secure the bonds issued by WPPI to finance ownership of WPPI's generating units and transmission assets.

D. It is necessary that Participating Members extend the existing terms of the Long Term Contracts in order to enable WPPI to plan for, obtain, contract for, purchase, and finance new long-term power supply resources, including, but not limited to, new generating plants.

E. The Member wishes that WPPI be able to secure and finance long-term power supply resources so that WPPI is able to continue serving the Member and all other Participating Members reliably and at competitive and stable rates under the Long Term Contracts over the long term, and WPPI wishes to be able to make new long-term commitments in order to do so.

F. The Parties desire to further amend the Member's Contract on the terms and conditions set forth in this Amendment to extend the initial term of the Member's Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Amendment, the promises contained in this Amendment and the Member's Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized definitional terms used but not otherwise defined in this Amendment shall have the meanings given to those terms in the Member's Contract.

2. Initial Term and Termination. The first sentence of Section 9 of the Member's Contract is hereby deleted and replaced in its entirety with the following:

This Contract shall take effect upon the date first written above and shall remain in effect for an initial term that ends at midnight on December 31, 2073, and thereafter until terminated by notice as provided in this Section 9.

3. Effective Date. This Amendment, upon execution by the Parties, shall take effect as of the Effective Date, provided however, that if, by February 26, 2027, fewer than thirty-four (34) Participating Members have executed an amendment extending the initial terms of their respective Long Term Contracts to midnight on December 31, 2073, this Amendment shall be null and void and shall have no force and effect. Prior to April 1, 2027, WPPI shall certify in writing to each Participating Member that has executed such an amendment (including the Member) whether this threshold has been met.

4. Miscellaneous. In the event of conflict between the provisions of the Member's Contract and the provisions of this Amendment, the provisions of this Amendment shall control. Except as specifically set forth herein, no other amendments to the Member's Contract are being made between the Parties, and all other provisions of the Member's Contract remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, WPPI and the Member have duly approved and executed this Amendment as of the Effective Date.

WPPI ENERGY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF GLADSTONE

By: _____
Mayor Joseph Thompson

By: _____
City Clerk Kimberly Berry