**BEFORE THE PUBLIC SERVIC COMMISSION**
**OF THE STATE OF MISSOURI**

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| In the Matter of Great Plains Energy Inc.'s Acquisition of Westar Energy, Inc. and Related Matters | ) ) ) | Case No. EM-2016-0324 |

**GREAT PLAINS ENERGY INCORPORATED'S**
**THIRD NOTICE OF SUBMISSION**

Great Plains Energy Incorporated ("GPE" or "Company") submits the following additional documentation and/or data ("Third Submission") for consideration by the Missouri Public Service Commission ("Commission") in this docket.

1. Included in the Third Submission is the *Joint Application for Authorization of Disposition of Jurisdictional Assets and Merger* that was filed by GPE and Westar Energy, Inc. on July 11, 2016 with the Federal Energy Regulatory Commission ("FERC"), attached as Appendix A.

**WHEREFORE**, Great Plains Energy Incorporated requests that the Commission consider this submission.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served upon the below named parties by email or U.S. mail, postage prepaid, this 12th day of July 2016.

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**UNITED STATES OF AMERICA**
**BEFORE THE**
**FEDERAL ENERGY REGULATORY COMMISSION**

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|---|---|---|
| **Great Plains Energy Incorporated** | ) | |
| | ) | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | ) | |

# JOINT APPLICATION FOR AUTHORIZATION OF DISPOSITION OF JURISDICTIONAL ASSETS AND MERGER UNDER SECTIONS 203(a)(1) AND 203(a)(2) OF THE FEDERAL POWER ACT


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**July 11, 2016**

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**UNITED STATES OF AMERICA**
**BEFORE THE**
**FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|---|---|---|
| **Great Plains Energy Incorporated** | **)** | |
| | **)** | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | **)** | |

# JOINT APPLICATION FOR AUTHORIZATION OF DISPOSITION OF JURISDICTIONAL ASSETS AND MERGER UNDER SECTIONS 203(a)(1) AND 203(a)(2) OF THE FEDERAL POWER ACT

Pursuant to Sections 203(a)(1) and 203(a)(2) of the Federal Power Act ("FPA")[1] and Part 33 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,[2] Great Plains Energy Incorporated ("Great Plains Energy") and Westar Energy, Inc. ("Westar") (collectively, the "Applicants")[3] hereby request that the Commission approve a merger and disposition of assets by which Great Plains Energy will acquire Westar in the transaction (the "Transaction"), described in more detail in Part III.

## I. INTRODUCTION

On May 29, 2016, the Applicants entered into an agreement pursuant to which Great Plains Energy will purchase the outstanding shares of Westar in a stock and cash transaction. The Transaction will create a Midwest utility, serving more than 1.5 million customers across

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1 16 U.S.C. § 824b(a)(1), (a)(2) (2012).

2 18 C.F.R. pt. 33 (2016).

3 In addition, all subsidiaries of Great Plains Energy and Westar that are public utilities subject to the Commission's jurisdiction also request the Commission's approval of the Transaction pursuant to FPA Section 203(a)(1). These subsidiaries are identified in Part II and/or Exhibit B of this Application. At times this Application references the Applicants' public utility affiliates. For these purposes, any reference to the Applicants' public utility affiliates is intended to incorporate Westar, which is both an operating public utility pursuant to FPA Section 201(e) and an Applicant.

Kansas and Missouri. It is expected to provide a number of public interest benefits, including the following:

- creation of a larger and financially stronger Midwestern utility company with greater liquidity and improved access to capital markets that will enable it to pass along to its customers the benefits of lower-cost debt over the long term, thereby strengthening each of the merged company's operating electric utility subsidiaries;
- integration of best practices and operational efficiencies in areas such as distribution operations, large capital project management, power generation, gas supply, system reliability and customer service;
- creation of a more diversified generation portfolio with a larger geographic footprint; and
- access to the strong cash flow of the combined companies to fund future investments.

At the same time that it provides these benefits, the Transaction raises no adverse competitive issues. As explained below and in the testimony and supporting exhibits of Dr. David Hunger and Mr. Edo Macan attached as Exhibit J ("Hunger and Macan Affidavit"), the Transaction passes the Commission's market power screens in all respects in all relevant markets and time periods. Furthermore, it does not raise any vertical competition issues.

The Transaction also satisfies the other criteria used by the Commission to evaluate whether a merger is consistent with the public interest under FPA Section 203: (1) the Applicants are making hold harmless rate commitments that the Commission has found on a number of occasions will adequately address any concerns regarding the potential impact of a merger on rates; (2) the Transaction has no impact on the jurisdiction either of this Commission or of any state utility commission; and (3) the Transaction raises no cross-subsidization issues.

Consequently, the Commission should find that the Transaction is consistent with the public interest and grant its approval without conducting an evidentiary hearing on or before November 1, 2016.

## II. DESCRIPTION OF THE APPLICANTS

### A. Great Plains Energy Incorporated

Great Plains Energy is a holding company and the direct parent of Kansas City Power & Light Company ("KCP&L") and KCP&L Greater Missouri Operations Company ("GMO") (each described in more detail below), and trades on the New York Stock Exchange under the symbol GXP. Great Plains Energy is headquartered in Kansas City, Missouri. In addition to its ownership of KCP&L and GMO, Great Plains Energy also is an indirect parent company of Transource Energy, LLC ("Transource"), a joint venture of subsidiaries of American Electric Power Company, Inc. ("AEP") and Great Plains Energy that was formed to develop new competitive transmission projects, as described below.

A list of individual Great Plains Energy public utility companies and energy affiliates is included in Exhibit B-1, and a chart showing the pre-Transaction organizational structure of Great Plains Energy is provided in Exhibit C-1.

#### 1. Kansas City Power & Light Company

KCP&L, a public utility within the meaning of the FPA, is a corporation organized under the laws of Missouri. KCP&L is a vertically-integrated investor-owned utility that generates, transmits, distributes, and sells electricity, and operates under franchise agreements with an obligation to serve all loads within its franchised territory. KCP&L is a direct, wholly-owned subsidiary of Great Plains Energy. KCP&L has been granted authority to make wholesale sales of electric energy, capacity, and certain ancillary services at market-based rates.[4] KCP&L serves

[4] *See Kansas City Power & Light Co.*, 75 FERC ¶ 61,244 (1996) (authorizing KCP&L to make sales at market-based rates); *Kansas City Power & Light Co.*, Docket Nos. ER10-2074-005, *et al.* (Dec. 31, 2015) (letter order) (accepting updated triennial market power analysis for the SPP region); *Kansas City Power & Light Co.*, Docket Nos. ER10-2074-006, *et al.* (Feb. 3, 2016) (letter order) (accepting change in status filing to reflect additional generation capacity).

more than 530,000 customers in its franchised territories located in Missouri and Kansas, and is subject to regulation by the Missouri Public Service Commission ("MPSC") and the Kansas Corporation Commission ("KCC"). KCP&L is a member of, and has transferred functional control over its transmission facilities to, Southwest Power Pool, Inc. ("SPP"). With the exception of certain grandfathered agreements, transmission service over KCP&L's transmission facilities is provided pursuant to the SPP Open Access Transmission Tariff ("OATT").

**2. KCP&L Greater Missouri Operations Company**

GMO is a public utility within the meaning of the FPA and is a corporation organized under the laws of Delaware, with its headquarters located in Kansas City, Missouri. GMO is a direct, wholly-owned subsidiary of Great Plains Energy, which acquired GMO (then known as Aquila, Inc. ("Aquila")) in July 2008 in a transaction approved by the Commission, under which Aquila's other affiliates were divested to third parties.[5] The former divisions of Aquila now owned by GMO include the former Missouri Public Service and St. Joseph Light & Power whose service areas are located in the western portion of Missouri and MPS Merchant Services, Inc. ("MPSMS"), a former energy marketing company that has certain long-term natural gas contracts remaining from its former non-regulated trading operations. GMO is a vertically-integrated investor-owned utility that generates, transmits, distributes, and sells electricity to over 320,000 customers in its franchised territory located in the western portion of Missouri. GMO is a member of, and has transferred functional control over its transmission facilities to, SPP. With the exception of certain grandfathered agreements, transmission service over GMO's

[5] *Great Plains Energy, Inc.*, 121 FERC ¶ 61,069 (2007), *order denying reh'g*, 122 FERC ¶ 61,177 (2008).

transmission facilities is provided pursuant to the SPP OATT. GMO was granted market-based rate authorization in Docket No. ER03-1079.[6] GMO is subject to regulation by the MPSC.

### 3. Transource Energy, LLC

GPE Transmission Holding Company, LLC ("GPEHoldco"), a wholly-owned, direct subsidiary of Great Plains Energy, owns 13.5 percent of Transource, and AEP Transmission Holding Company, LLC ("AEPHoldco"), a wholly-owned subsidiary of AEP, owns 86.5 percent of Transource. Transource in turn directly holds six direct, wholly-owned subsidiaries organized to develop competitive transmission projects.[7] At present, the Iatan-Nashua Project, a recently-energized 345 kV electric transmission line owned by Transource Missouri, LLC ("Transource Missouri") and under the functional control of SPP, is the only operational transmission facility owned by Transource and its subsidiaries.

#### (a) Transource Missouri, LLC

Transource Missouri is a public utility within the meaning of the FPA and is a limited liability company organized under the laws of the State of Delaware. The Commission has accepted Transource Missouri's formula transmission rate, allowing it to recover its costs

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[6] FERC granted market-based rate authorization in Docket No. ER03-1079 to Aquila, Inc. Aquila Inc.'s name was changed to GMO as part of a transaction whereby its electric utility operations in Missouri were acquired by Great Plains Energy, the parent company of KCP&L. *See KCP&L Greater Missouri Operations Co.*, Notice of Succession, Docket No. ER09-304-000 (Jan. 13, 2009); *Kansas City Power & Light Co., et al.*, Docket Nos. ER99-1005-009, *et al.* (Nov. 10, 2008) (letter order) (accepting change in status filing); *Kansas City Power & Light Co., et al.*, Docket Nos. ER10-2074-006, *et al.* (Feb. 3, 2016) (letter order) (accepting change in status filing to reflect additional generation capacity).

[7] In addition to the four Transource subsidiaries described below, Transource Indiana, LLC ("Transource Indiana") and Transource Kentucky, LLC ("Transource Kentucky") are limited liability companies organized under the laws of the State of Delaware, formed to construct, finance, own, operate and maintain new competitive transmission projects in Indiana and Kentucky, respectively. Transource Indiana and Transource Kentucky do not currently own or operate any generation or transmission assets and have no rates or tariffs on file with the Commission and thus, are not described in detail below.

through the SPP OATT.[8] In addition to owning the Iatan-Nashau Project, Transource Missouri also is constructing and will own the Missouri portion – approximately 170 miles – of the Sibley-Nebraska City Project, a 175-mile 345 kV electric transmission line that will be placed under the functional control of SPP after it is placed in service.

**(b) Transource Kansas, LLC**

Transource Kansas, LLC ("Transource Kansas") is a public utility within the meaning of the FPA and is a limited liability company organized under the laws of the State of Delaware. Transource Kansas was formed to construct, finance, own, operate, and maintain new competitive upgrades located in Kansas that are posted for competitive bidding through the SPP Transmission Owner Selection Process ("TOSP"). Transource Kansas will become a transmission-owning member of SPP once awarded a TOSP project. All transmission facilities constructed by Transource Kansas will be transferred to the functional control of SPP. Transource Kansas does not currently own or operate any generation or transmission assets. The Commission has accepted Transource Kansas' formula transmission rate to allow recovery of its costs through the SPP OATT.[9]

**(c) Transource Wisconsin, LLC**

Transource Wisconsin, LLC ("Transource Wisconsin") is a public utility within the meaning of the FPA and is a limited liability company organized under the laws of the State of Delaware. Transource Wisconsin was formed to construct, finance, own, operate and maintain

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[8] *See Transource Missouri, LLC*, 141 FERC ¶ 61,075 (2012), *order approving uncontested settlement*, 143 FERC ¶ 61,104 (2013).

[9] *See Transource Kansas, LLC*, 151 FERC ¶ 51,010 (2015); *Transource Kansas, LLC*, Docket No. ER15-958-000 (July 7, 2016) (unpublished letter order approving uncontested settlement). The KCC has filed a petition for review with the United States Court of Appeals for the District of Columbia Circuit, Case No. 16-1093, challenging the Commission's determination that the return on equity component of Transource Kansas' rate will be applied to other affiliates of Transource Kansas.

new transmission projects located in Wisconsin that are posted for competitive bidding through the Midcontinent Independent System Operator, Inc. ("MISO") Transmission Expansion Plan ("MTEP") competitive bidding process. Transource Wisconsin will become a transmission-owning member of MISO once awarded a MTEP project. All transmission facilities constructed by Transource Wisconsin will be transferred to the functional control of MISO. Transource Wisconsin does not currently own or operate any generation or transmission assets. The Commission has accepted Transource Wisconsin's formula transmission rate, subject to a further compliance filing and the outcome of a paper hearing under Section 206 of the FPA.[10] The effective date of Transource Wisconsin's formula rate will be established in a future proceeding when the tariff sheets are filed with the Commission to become part of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("MISO Tariff").[11]

**(d) Transource West Virginia, LLC**

Transource West Virginia, LLC ("Transource West Virginia") is a public utility within the meaning of the FPA and is a limited liability company organized under the laws of the State of Delaware. Transource West Virginia was formed to construct, finance, own, operate and maintain new transmission projects located in West Virginia that are subject to competitive developer selection under the PJM Interconnection, L.L.C. ("PJM") Regional Transmission Expansion Plan ("RTEP") process. Transource West Virginia will execute the PJM Consolidated Transmission Owners Agreement, and all transmission facilities constructed by Transource West Virginia will be transferred to the functional control of PJM. Transource West

[10] *Transource Wisconsin, LLC*, 155 FERC ¶ 61,302 (2016).

[11] *Id*. at P 3. *See also Transource Wisconsin, LLC*, 149 FERC ¶ 61,180 at P 57 (2014), *order on reh'g*, 154 FERC ¶ 61,010 at P 3 (2016).

Virginia does not currently own or operate any generation or transmission assets.[12] The Commission has conditionally accepted Transource West Virginia's formula transmission rate, subject to ongoing hearing and settlement proceedings.[13]

### B. Westar Energy, Inc. and Kansas Gas and Electric Company

Westar is a Kansas corporation with its principal office located in Topeka, Kansas. It is a public utility that generates, transmits, distributes, and sells electricity. Westar, together with its wholly-owned subsidiary, Kansas Gas and Electric Company ("KG&E"), has slightly more than 6,000 MW of electric generation capacity,[14] operates and coordinates approximately 35,000 miles of electric distribution and transmission lines, and provides retail and wholesale electric service to approximately 702,000 customers. Westar's retail operations are regulated by the KCC and its electric sales at wholesale and transmission services in interstate commerce are regulated by the Commission. Westar's transmission system is located in eastern and central Kansas and is under the functional control of SPP. Westar is a transmission-owning member of SPP.[15] While Westar has an OATT on file with the Commission,[16] all transmission service provided on Westar's transmission system is provided pursuant to the SPP OATT. The Commission has authorized Westar to sell energy, capacity and ancillary services at market

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[12] Transource West Virginia was awarded the Thorofare Project, which is expected to be in-service by June 1, 2019. The project will consist of a new 138 kV transmission substation, a new 138 kV tap substation, and 15 miles of new 138 kV transmission lines. *See Transource West Virginia, LLC*, 152 FERC ¶ 61,180 at PP 1, 4-5 (2015).

[13] *See Transource West Virginia, LLC*, 152 FERC ¶ 61,180 (2015), *certification of contested settlement*, 154 FERC ¶ 63,025 (2016). A contested offer of settlement is currently pending before the Commission in Docket No. ER15-2114.

[14] Westar provides energy management services under various energy management agreements. None of these contractual arrangements confers control of generating facilities to Westar.

[15] *See Westar Energy, Inc.*, 153 FERC ¶ 61,143 (2015) (accepting SPP compliance filing to Westar formula rate); *see also Southwest Power Pool, Inc.*, Compliance Filing Revising Westar Energy, Inc.'s Formula Rate Template, Docket No. ER16-1544-000 (Apr. 29, 2016) (pending compliance filing).

[16] Westar's OATT is designated Westar, FERC Electric Tariff, Vol. No. 5.

based rates.[17] Westar has a Full Requirements Electric Service Tariff on file with the Commission.[18]

Westar does not own or control any intrastate natural gas or storage assets, nor does it own or control any physical coal supplies or who may access transportation of coal supplies.

Below is a list of individual Westar public utilities and energy affiliates. A chart showing the pre-Transaction organizational structure of Westar is provided in Exhibit C-2.

**1. Westar Generating, Inc.**

Westar Generating, Inc. ("Westar Generating") is a direct, wholly-owned subsidiary of Westar. Westar Generating is organized under the laws of the State of Kansas. Westar Generating is a regulated electric utility that owns a 40% undivided interest in the State Line Combined Cycle Generating Facility ("State Line Facility") located near Joplin, Missouri. Westar Generating is authorized to sell electric power and energy to Westar at cost-based rates.[19]

**2. Prairie Wind Transmission, LLC**

Westar owns a 50% undivided interest in Prairie Wind Transmission, LLC ("Prairie Wind"),[20] which is a regulated, transmission-only, electric utility that owns and maintains a 108 mile 345 kV double circuit transmission line located in southern Kansas. Prairie Wind's

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[17] *See Westar Energy, Inc.*, Docket Nos. ER10-2507-005, *et al*., (Dec. 31, 2015) (unpublished letter order accepting most recent triennial); *Westar Energy, Inc.*, Docket Nos. ER14-724-000, *et al*., (Feb. 28, 2014) (unpublished letter order); Westar *Energy, Inc.*, 116 FERC ¶ 61,219 (2006).

[18] *See Westar Energy, Inc.*, Docket No. ER16-1318-000 (May 27, 2016) (unpublished letter order accepting most recent revisions to Full Requirements Electric Service Tariff).

[19] *See Westar Generating, Inc.*, Docket No. ER13-1210, *et al*., (Jan. 13, 2014) (unpublished letter order).

[20] Prairie Wind is a joint venture between Westar and Electric Transmission America, LLC.

transmission line is under the functional control of SPP. The Commission has accepted Prairie Wind's formula transmission rate, allowing it to recover its costs through the SPP OATT.[21]

### 3. MPT Heartland Development, LLC and Kanstar Transmission, LLC

Westar indirectly owns a 50% undivided interest in MPT Heartland Development, LLC,[22] which, in turn, owns Kanstar Transmission, LLC ("Kanstar"). Kanstar is a regulated, transmission-only, electric utility that was formed to develop projects under FERC Order No. 1000 in SPP. MPT Heartland Development, LLC and Kanstar do not currently own or operate any generation or transmission assets. The Commission has accepted Kanstar's formula transmission rate, subject to a pending compliance filing, allowing Kanstar and its existing three state-specific affiliates and other yet-to-be-formed affiliates within SPP to recover its costs through the SPP OATT.[23]

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[21] *See Prairie Wind Transmission, LLC,* 125 FERC ¶ 61,248 (2008); *Prairie Wind Transmission, LLC,* Docket Nos. ER09-36-000, *et al*. (Aug. 9, 2010) (accepting settlement agreement); *Prairie Wind Transmission, LLC*, Docket No. ER09-36-000 (Mar. 2, 2012) (accepting compliance filing); *see also Tallgrass Transmission, LLC and Prairie Wind Transmission, LLC*, 132 FERC ¶ 61,114 (2010). The Commission incorporated the accepted Prairie Wind formula rate and formula rate protocols into the SPP OATT pursuant to an unpublished letter order. *See Southwest Power Pool, Inc.*, Docket Nos. ER11-3455-000 and ER11-3455-001 (June 30, 2011) (unpublished letter order).

[22] MPT Heartland Development, LLC is a joint venture between BHE Southwest Transmission Holdings, LLC and Westar Transmission, LLC.

[23] *See Kanstar Transmission, LLC*, 152 FERC ¶ 61,209 (2015), *reh'g denied*, 155 FERC ¶ 61,167 (2016); *Kanstar Transmission, LLC*, 155 FERC ¶ 61,098 (2016) (accepting partial settlement agreement). The state-specific affiliates of Kanstar currently in existence include Midwest Power Transmission Texas, LLC; Midwest Power Transmission Kansas, LLC; and Midwest Power Transmission Oklahoma, LLC. The effective date of the formula rates are to be established in a future proceeding when the tariff sheets are filed with the Commission to become part of the SPP OATT. *Kanstar Transmission, LLC,* 152 FERC ¶ 61,209 at PP 1-2 (2015). The KCC has filed a petition for review with the United States Court of Appeals for the District of Columbia Circuit, Case No. 16-1164, challenging the Commission's acceptance of the Kanstar formula transmission rate.

### 4. Midwest Power Midcontinent Transmission Development, LLC and Midwest Power Transmission Arkansas, LLC

Westar indirectly owns a 50% undivided interest in Midwest Power Midcontinent Transmission Development, LLC,[24] which, in turn, owns Midwest Power Transmission Arkansas, LLC ("MPTA"). MPTA is a regulated, transmission-only, electric utility that was formed to develop projects under FERC Order No. 1000 in MISO. Midwest Power Midcontinent Transmission Development, LLC and MPTA do not currently own or operate any generation or transmission assets. The Commission has accepted MPTA's formula transmission rate, subject to a pending compliance filing, allowing MPTA to recover its costs through the MISO Tariff.[25]

## III. DESCRIPTION OF THE PROPOSED TRANSACTION

The terms and conditions of the Transaction are set forth in the Agreement and Plan of Merger, dated as of May 29, 2016 (the "Merger Agreement"), by and among Westar, Great Plains Energy and, from and after its accession thereto, GP Star, Inc. ("Merger Sub"), a Kansas corporation and a wholly owned subsidiary of Great Plains Energy. A copy of the Merger Agreement is included with this Application at Exhibit I.

Pursuant to the terms of the Merger Agreement, subject to receipt of required regulatory approvals and the satisfaction or waiver of certain other conditions to the obligations of the parties to consummate the Transaction, Merger Sub will merge with and into Westar, with Westar continuing as the surviving corporation and a wholly owned subsidiary of Great Plains Energy. Upon consummation of the Transaction, all of the outstanding shares of common stock

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[24] Midwest Power Midcontinent Transmission Development, LLC is jointly and equally owned by Westar Transmission, LLC and BHE Midcontinent Transmission Holdings, LLC.

[25] *See Midwest Power Transmission Arkansas, LLC*, 152 FERC ¶ 61,210 (2015). The Commission accepted the MPTA formula rates with an effective date to be established in a future proceeding when the tariff sheets are filed with the Commission to become part of the MISO Tariff. *Id*. at P 1.

of Westar (other than shares owned by Westar as treasury stock, shares owned by a wholly owned subsidiary of Westar, Great Plains Energy or Merger Sub or shares owned by any holder who is entitled to and has properly preserved appraisal rights) will be converted automatically into the right to receive the merger consideration. Westar will become a direct, wholly owned subsidiary of Great Plains Energy, and subsidiaries of Westar (such as KG&E, Westar Generating, Prairie Wind Transmission, LLC, and Kanstar Transmission, LLC) will become indirect, either wholly owned or partially owned, subsidiaries of Great Plains Energy, consistent with Westar's ownership interest in each entity prior to consummation of the Transaction.

Under the terms of the Merger Agreement, the merger consideration to be received by Westar's shareholders for each share of Westar common stock will consist of a combination of cash[26] and a fraction of a share of Great Plains Energy common stock.

Attached as Exhibit C are charts showing the pre-Transaction organizational structure of the Applicants and proposed post-Transaction organizational structure of Great Plains Energy.

## IV. THE TRANSACTION IS CONSISTENT WITH THE PUBLIC INTEREST

Section 203(a)(4) of the FPA provides that "the Commission shall approve the proposed disposition . . . if it finds that the proposed transaction will be consistent with the public interest."[27] Applicants need not show that a transaction positively benefits the public interest,

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[26] The cash portion of the merger consideration will be funded in part through a sale by Great Plains Energy of mandatorily convertible preferred stock to OCM Credit Portfolio LP for a purchase price of $750 million pursuant to a Stock Purchase Agreement, a copy of which is included herein at Exhibit I, with the sale of the convertible preferred stock expected to be completed at the time of the consummation of the Transaction. Great Plains Energy may also issue convertible preferred stock to another purchaser during the pendency of the Transaction. Similar to the stock issuance to the OCM Credit Portfolio LP, such issuance would not give the purchaser a controlling interest in Great Plains Energy. That being said, to the extent that a conversion of preferred stock would require prior approval from the Commission pursuant to Section 203 of the FPA, such authorization would be sought in a subsequent Section 203 authorization proceeding prior to such conversion.

[27] 16 U.S.C. § 824b(a)(4).

but rather simply that it is "consistent with the public interest," *i.e.*, that the transaction does not harm the public interest.[28]

In determining whether a proposed disposition of jurisdictional facilities is consistent with the public interest, the Commission evaluates the impacts of the proposed disposition on competition, rates, and regulation.[29] When considering the effects on competition, the Commission reviews both horizontal effects resulting from any increases in concentration in energy and capacity markets and vertical effects resulting from increases in the ability or incentive to leverage control over electric transmission or natural gas transportation facilities or other inputs to the generation of electricity in order to enhance revenues in generation markets.[30]

In addition, pursuant to FPA Section 203(a)(4), the Commission must determine that a proposed transaction will not result in cross-subsidization of a non-utility associate company by a traditional utility company, or the pledge or encumbrance of utility assets for the benefit of an associate company, unless that cross-subsidization, pledge or encumbrance will be consistent with the public interest. The standards for evaluating whether an improper cross-subsidization will result are set forth in Order Nos. 669, 669-A, and 669-B,[31] and were clarified in the Commission's Supplemental Merger Policy Statement.[32]

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[28] *See, e.g.*, *Texas-New Mexico Power Co.*, 105 FERC ¶ 61,028 at P 23 & n.14 (2003) (citing *Pac. Power & Light Co. v. FPC,* 111 F.2d 1014, 1016-17 (9th Cir. 1940)).

[29] *See Inquiry Concerning the Commission's Merger Policy Under the Federal Power Act: Policy Statement*, Order No. 592, FERC Stats. & Regs. ¶ 31,044 at 30,111 (1996), *order on reconsideration*, Order No. 592-A, 79 FERC ¶ 61,321 (1997) ("Merger Policy Statement").

[30] *See Revised Filing Requirements Under Part 33 of the Commission's Regulations,* Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,872 (2000) ("Order No. 642"), *order on reh'g*, Order No. 642-A, 94 FERC ¶ 61,289 (2001).

[31] *Transactions Subject to FPA Section 203,* Order No. 669, FERC Stats. & Regs. ¶ 31,200 (2005) ("Order No. 669"), *order on reh'g*, Order No. 669-A, FERC Stats. & Regs. ¶ 31,214 ("Order No. 669-A"), *order on reh'g*, Order No. 669-B, FERC Stats. & Regs. ¶ 31,225 (2006) ("Order No. 669-B").

[32] *FPA Section 203 Supplemental Policy Statement*, FERC Stats. & Regs. ¶ 31,253 (2007) ("Supplemental Merger Policy Statement"), *reh'g and clarification denied*, 122 FERC ¶ 61,157 (2008).

As demonstrated below, the Transaction satisfies all of these standards. Therefore, it is consistent with the public interest and should be approved.

### A. Horizontal Competition Issues

#### 1. Relevant Geographic Market

As described in the Hunger and Macan Affidavit, the Commission has determined that "Day 2" Regional Transmission Organizations ("RTOs"), such as SPP, are the default relevant geographic market for merger analyses.[33] Accordingly, the relevant geographic market for purposes of this merger analysis is the SPP balancing authority area. Dr. Hunger and Mr. Macan point out that with the exception of a generation facility owned and operated by GMO located within the footprint of MISO, the Applicants do not control generation outside of SPP.[34] Importantly, this generation facility is pseudo-tied and, thus, wholly dedicated to SPP. In other words, it cannot be dispatched in the MISO market without taking affirmative steps to provide notice and change models in both the SPP and the MISO markets.

The Hunger and Macan Affidavit explains that the Commission has never found the need to analyze any submarkets within SPP for purposes of either Section 203 or Section 205 market-based rate market power analyses and Dr. Hunger and Mr. Macan agree with the Commission's determination not to identify submarkets in SPP.[35] The Affidavit describes how the circumstances in SPP that have resulted in a lack of submarkets continue to exist.[36] Dr. Hunger

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[33] Hunger and Macan Affidavit at 5.

[34] *See id.*

[35] *Id.* at 6-7, 20-21.

[36] *Id.* at 20-21.

and Mr. Macan conclude that SPP has very little congestion and sees little price separation across the SPP footprint.[37]

### 2. Analysis of SPP Energy Markets

Pursuant to Section 33.3(c)(4) of the Commission's Merger Regulations, the horizontal competitive analysis screen submitted with a merger application must include a delivered price test ("DPT") that measures "each potential supplier's presence in the destination market in terms of generating capacity, using economic capacity [("EC")] and available economic capacity [("AEC")] measures."

Exhibit J-4 to the Hunger and Macan Affidavit specifically identifies Great Plains Energy's generation. Great Plains Energy owns a total of 6,573 MW.[38] Great Plains Energy also has long-term contracts to purchase approximately 1,006 MW.[39] Included in these figures is the Crossroads generation facility owned by Great Plains Energy, a 308 MW generation facility physically located in MISO but pseudo-tied and dedicated to the SPP market.[40] Exhibit J-5 to the Hunger and Macan Affidavit identifies Westar's generation. Westar has 6,299 MW of generation and has long-term contracts that, by the end of the study period, will include the purchase of 1,870 MW.[41]

Dr. Hunger and Mr. Macan performed a full DPT analysis for the SPP balancing authority area based on expected market conditions in 2017 because Applicants' generation

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[37] *Id.* at 20. The Hunger and Macan Affidavit indicates that the most congested area of SPP is in the western edge of the SPP footprint – western Kansas, western Oklahoma and the Texas Panhandle, an area remote from the Applicants' service territories. *Id.*

[38] *Id.* at 14.

[39] *Id.*

[40] *Id.* The Hunger and Macan Affidavit recognizes that Great Plains Energy has transmission arrangements in place to import the entire output of the Crossroads generation facility into SPP. *Id.*

[41] *Id.* at 14-15.

capacity overlaps in SPP. Dr. Hunger and Mr. Macan's competitive analysis screen under both AEC and EC measures show that the proposed Transaction does not raise any horizontal market power concerns.

**(a) AEC Analysis**

The Commission has indicated that "where applicants retain significant load obligations, it is appropriate to consider AEC as the relevant measure."[42] Dr. Hunger and Mr. Macan note that there is little retail access in the SPP.[43] The Applicants' public utility affiliates that served load in Kansas and Missouri as "traditional" regulated utilities prior to the Transaction will continue to do so post-Transaction. Following Commission precedent, Dr. Hunger and Mr. Macan point out that the AEC analysis is given primary weight in this context.[44] Their analysis indicates that AEC is unconcentrated in all periods. In no period studied do the post-merger scenarios exceed 13%. In addition, the change in Herfindahl-Hirschman Index ("HHI") is 82 points or fewer in each period and the market remains unconcentrated with no HHI exceeding 474.[45]

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[42] *Silver Merger Sub, Inc.*, 145 FERC ¶ 61,261 at P 34 (2013) (citing *Great Plains Energy, Inc.*, 121 FERC ¶ 61,069 at P 34 & n.44 (2007), *reh'g denied*, 122 FERC ¶ 61,096 (2008); *Westar Energy, Inc.*, 115 FERC ¶ 61,228 at P 72, *reh'g denied*, 117 FERC ¶ 61,011 at P 39 (2006); and *Nevada Power Co.*, 113 FERC ¶ 61,265 at P 15 (2005)).

[43] Hunger and Macan Affidavit at 8.

[44] *Id.* at 8-9.

[45] *Id.* at 9.

**Table 1: Available Economic Capacity in SPP**[46]

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $73 | 771 | 2.7% | 1,174 | 4.2% | 28,095 | 349 | 1,946 | 6.9% | 28,095 | 372 | 23 |
| S_SP2 | $44 | 1,125 | 4.1% | 1,333 | 4.8% | 27,716 | 369 | 2,459 | 8.9% | 27,716 | 408 | 39 |
| S_P | $31 | 843 | 3.1% | 1,173 | 4.4% | 26,808 | 373 | 2,016 | 7.5% | 26,808 | 400 | 28 |
| S_OP | $24 | 1,526 | 6.8% | 1,034 | 4.6% | 22,405 | 407 | 2,560 | 11.4% | 22,405 | 469 | 63 |
| W_SP | $47 | 2,160 | 5.7% | 2,672 | 7.1% | 37,656 | 393 | 4,831 | 12.8% | 37,656 | 474 | 81 |
| W_P | $28 | 1,201 | 5.5% | 983 | 4.5% | 21,847 | 400 | 2,185 | 10.0% | 21,847 | 449 | 50 |
| W_OP | $27 | 1,630 | 6.8% | 1,442 | 6.0% | 23,948 | 386 | 3,073 | 12.8% | 23,948 | 468 | 82 |
| SH_SP | $40 | 1,046 | 4.0% | 1,252 | 4.8% | 25,934 | 323 | 2,298 | 8.9% | 25,934 | 362 | 39 |
| SH_P | $28 | 877 | 4.5% | 640 | 3.3% | 19,528 | 370 | 1,517 | 7.8% | 19,528 | 399 | 29 |
| SH_OP | $25 | 1,337 | 6.7% | 956 | 4.8% | 20,053 | 368 | 2,293 | 11.4% | 20,053 | 431 | 64 |

*Source: CRA Analysis*

This table shows that there are no adverse competitive effects of the Transaction on the energy markets when analyzed on an AEC basis. After the Transaction, SPP is unconcentrated in all periods, *i.e.*, there is an HHI below 1,000. Furthermore, as noted above, in all time periods, the change in HHI is 82 points or fewer. Thus, there are no screen violations under Dr. Hunger's and Mr. Macan's AEC analysis.

[46] *Id.* at 9.

### (b) EC Analysis

While AEC is the appropriate measure here and should be given primary weight in analyzing the Applicants' horizontal market power, consistent with Commission precedent, Dr. Hunger and Mr. Macan also provide an analysis that considers EC for reference. As with AEC analysis, the EC analysis performed by Dr. Hunger and Mr. Macan similarly raises no horizontal market power concerns. The highest HHI change is 163 points and the highest post-merger HHI is 808.[47]

**Table 2: Economic Capacity in SPP[48]**

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $73 | 6,077 | 8.9% | 5,804 | 8.5% | 68,269 | 626 | 11,881 | 17.4% | 68,269 | 778 | 151 |
| S_SP2 | $44 | 5,971 | 9.1% | 5,607 | 8.5% | 65,958 | 648 | 11,579 | 17.6% | 65,958 | 802 | 154 |
| S_P | $31 | 4,448 | 7.8% | 4,419 | 7.7% | 57,201 | 639 | 8,867 | 15.5% | 57,201 | 759 | 120 |
| S_OP | $24 | 4,435 | 9.9% | 3,675 | 8.2% | 44,745 | 538 | 8,110 | 18.1% | 44,745 | 701 | 163 |
| W_SP | $47 | 5,983 | 9.0% | 5,629 | 8.5% | 66,421 | 655 | 11,612 | 17.5% | 66,421 | 808 | 153 |
| W_P | $28 | 4,453 | 9.7% | 3,632 | 7.9% | 45,738 | 558 | 8,085 | 17.7% | 45,738 | 713 | 155 |
| W_OP | $27 | 4,520 | 9.9% | 3,748 | 8.2% | 45,731 | 557 | 8,268 | 18.1% | 45,731 | 719 | 162 |
| SH_SP | $40 | 4,904 | 8.6% | 4,694 | 8.3% | 56,841 | 618 | 9,598 | 16.9% | 56,841 | 760 | 142 |
| SH_P | $28 | 3,715 | 9.1% | 3,139 | 7.6% | 41,045 | 519 | 6,854 | 16.7% | 41,045 | 657 | 138 |
| SH_OP | $25 | 3,772 | 9.6% | 3,081 | 7.8% | 39,497 | 526 | 6,853 | 17.4% | 39,497 | 675 | 149 |

*Source: CRA Analysis*

This table shows that, when considered on an EC basis, the Transaction again has no adverse competitive effect on the SPP market. Post-Transaction, the market is unconcentrated in every period and as noted, the highest HHI change is 163 points. Thus, there also are no screen violations under Dr. Hunger's and Mr. Macan's EC analysis.

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47 *Id.* at 10.

48 *Id.* .

### (c) Sensitivities

Dr. Hunger and Mr. Macan also performed a number of sensitivities, including the plus 10% energy price and minus 10% energy price sensitivities that the Commission requires.[49] In each case, the analysis demonstrated that there are no competitive issues raised by the Transaction.[50]

### 3. Analysis of SPP Capacity Markets

SPP does not have a FERC-regulated market for capacity. Accordingly, Dr. Hunger and Mr. Macan conclude that market power relating to the purchase and sale of long-term capacity should not be a concern. Nevertheless, Dr. Hunger and Mr. Macan performed an analysis to assess the competitive effect of the Transaction across all SPP capacity. Dr. Hunger and Mr. Macan use the DPT to simulate a capacity market-like circumstance when all or nearly all generation capacity is economic.[51] They determined the level and change in the level of market concentrations during periods when all or nearly all capacity in SPP is economic, in this instance Summer Super Peak 1. In this extreme instance, Dr. Hunger and Mr. Macan concluded that post-transaction, the Economic Capacity HHI would be 776 and the change in HHI resulting from the Transaction would be 158 points.[52] Dr. Hunger and Mr. Macan interpreted these results as

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[49] *See, e.g.*, *Tucson Electric Power Co.*, 150 FERC ¶ 61,152 at P 22 (2015); *Nevada Power Co.*, 155 FERC ¶ 61,249 at PP 67-68 (2016). The Commission's regulations state: "The applicant must provide, for each relevant product and destination market, market prices for the most recent two years. … Applicants must demonstrate that the results of the analysis do not vary significantly in response to small variations in actual and/or estimated prices." 18 C.F.R. § 33.3(d)(6).

[50] Hunger and Macan Affidavit at 5-6, 10.

[51] *Id*. at 12.

[52] *Id.*

evidence that the Transaction will not adversely affect competition as it relates to installed capacity in SPP.[53]

Dr. Hunger and Mr. Macan also point to SPP's resource margin (or the amount of extra system capacity available after peak load has been met) as reflecting the competitiveness of the capacity markets.[54] The below table reflects the significant resource margins in SPP.

**Table 3: SPP Resource Margin by Year[55]**

| Year | Capacity (MW) | Peak Load (MW) | Resource Margin |
|---|---|---|---|
| 2008 | 49,561 | 36,538 | 36% |
| 2009 | 58,223 | 39,622 | 47% |
| 2010 | 61,570 | 45,373 | 36% |
| 2011 | 63,367 | 47,989 | 32% |
| 2012 | 64,053 | 47,142 | 36% |
| 2013 | 66,668 | 45,256 | 47% |
| 2014 | 67,095 | 45,301 | 48% |

### 4. Analysis of SPP Ancillary Services Markets

The Commission has not established a specific format for analyzing the effect of a merger on ancillary services markets, perhaps because of the lack of public data on the ability to provide ancillary services that is necessary to perform an HHI analysis. Dr. Hunger and Mr. Macan note that a useful starting point for regulation and contingency reserves is to look at the effect of a transaction on competition in energy markets, and their analysis of the energy markets reflects that the Transaction will not adversely affect competition in the energy market and the energy market is unconcentrated both before and after the Transaction.[56] Dr. Hunger and Mr. Macan also point out that the SPP Market Monitor has concluded that since September 24, 2014, zonal limits for ancillary services were removed because these limits were not needed to ensure

[53] *Id.*

[54] *Id.* at 13.

[55] *Id.*

[56] *Id.* at 11.

deliverability of operating reserves and that this indicates that, similar to the energy market, ancillary services markets in SPP include sellers throughout SPP, an unconcentrated market.[57] Finally, Dr. Hunger and Mr. Macan analyzed the Applicants' Electric Quarterly Report submittals to determine how much of the market for regulation, spinning reserves and supplemental reserves these sellers comprise, concluding that KCP&L, GMO and Westar comprise 3%, 4% and 11% of total sales, respectively.[58]

### B. Vertical Competition Issues

In Order No. 642, the Commission set out several vertical market power issues that could potentially arise from mergers involving input suppliers. The principal issue identified is whether the merger may create or enhance the ability of the merged firm to exercise market power in downstream electricity markets through control over the supply of inputs used by rival producers of electricity. The Commission has expressed its concern regarding vertical market power in three primary contexts: (1) "convergence mergers" between electric utilities and natural gas pipelines that "may create or enhance the incentive and/or ability for the merged firm to adversely affect prices and output in the downstream electricity market and to discourage entry by new generators;"[59] (2) mergers involving owners of electric transmission facilities that may use those facilities to benefit their electric generation facilities; and (3) mergers involving the ownership of other inputs to the generation of electricity. None of those concerns exist for this Transaction, as Dr. Hunger and Mr. Macan explain in their testimony.

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[57] *See id.* (citing SPP MMU State of the Market Report Summer 2015 at p. 20).

[58] *Id.* at 11.

[59] Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,904.

### 1. No Increased Potential for Abuse of Market Power With Respect to the Combination of Electric and Natural Gas Facilities.

Dr. Hunger and Mr. Macan identify the following as relevant factors in their affidavit: (1) neither Applicant owns or controls interstate natural gas pipeline facilities; (2) neither Applicant owns or controls gas distribution systems; and (3) neither of the Applicants own or control any physical coal supplies, nor do they control who may access transportation of coal supplies.[60] Consequently, the Transaction does not involve the type of "convergence" merger between electric utilities and interstate natural gas pipelines that formed the primary concern raised by the Commission when considering the combination of electric generation and interstate natural gas pipeline facilities.[61] Accordingly, Dr. Hunger and Mr. Macan conclude that there should be no market power concerns with respect to ownership or control over upstream product markets.[62]

### 2. No Increased Potential for Abuse of Electric Transmission Market Power

The transmission facilities owned by the Applicants are under the control of SPP subject to the terms and conditions of a Commission-authorized OATT, and will continue to be under SPP's functional control after the consummation of the Transaction. As a result, the Transaction does not increase in any respect the ability of the Applicants to use ownership or control of transmission facilities to give themselves a competitive advantage in energy markets.[63]

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[60] Hunger and Macan Affidavit at 13, 23. Westar, KCP&L and GMO own and lease railcars dedicated to their own use but Dr. Hunger and Mr. Macan found no basis to support a challenge to the Commission's rebuttable presumption that ownership or control of fuel supplies do not allow a seller to raise barriers to entry. *Id.* at 23.

[61] *See, e.g., Enova Corp.*, 79 FERC ¶ 61,107 (1997); *Duke Power Co.*, 79 FERC ¶ 61,236 (1997).

[62] *See* Hunger and Macan Affidavit at 13, 23.

[63] *See id.* at 14, 23-24.

### 3. No Increased Potential for Abuse of Market Power With Respect to Other Inputs to the Generation of Electricity

The Applicants do not possess market power with respect to any other inputs to the generation of electricity. Dr. Hunger and Mr. Macan note that in the past, the Commission has expressed a potential concern relating to merging entities that may control potential generation sites and use that control to block entry.[64] Those issues are not present here. Dr. Hunger and Mr. Macan note that SPP is a large market and any sites for generation that the Applicants may control for which they intend to develop generation are not essential facilities needed for entry by rivals.[65] The Transaction, therefore, does not raise any vertical market power issues with respect to such other inputs to the generation of electricity.

## C. No Adverse Impact On Rates

In considering the impacts of a merger on rates, the Commission looks primarily at impacts on transmission rates and on cost-based rates for captive long-term wholesale requirements customers.[66]

As a threshold matter, this Transaction is occurring at the holding company level and will not be accounted for on the books of the Applicants' public utilities. Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805 Business Combinations was updated in November 2014 by Accounting Standards Update ("ASU") No. 2014-17 to provide an option to apply push down accounting in the separate financial statements of an acquired entity. Specifically, Great Plains Energy will not rely on "push down" accounting

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64 *See id.* at 14.

65 *Id.*

66 *See, e.g., Merger Policy Statement*, FERC Stats. & Regs. ¶ 31,044 at 30,123; *see also*, Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,914-15. *See also* Order No. 592, FERC Stats. & Regs. ¶ 31,044 at 30,123.

with respect to any of the public utility operating companies. After the Transaction, fair value adjustments and goodwill will not be recorded on the books of Great Plains Energy's public utility subsidiaries.

Moreover, both before and after the Transaction, the Applicants' public utility subsidiaries and their affiliates will continue to maintain separate books and records. Specifically, Westar and each of the Applicants' public utilities will continue to maintain accurate and appropriate detailed books, financial records and accounts for its public utility operations as required by FERC, as well as custodial and other securities safekeeping accounts that are distinct from those of any other entity. The Applicants' public utilities will also allow the Commission reasonable access to such books and records as required by applicable law.

As to the FERC jurisdictional rates of the Applicants' public utility affiliates, with the exception of transmission formula rates that include updated formula rate protocols for transmission services and several Westar agreements – a single power purchase agreement ("PPA") that provides for a straight pass-through of costs associated with a generation facility and cost-based generation formula rate tariff and rate schedules for full requirements electric service – the Applicants' public utility affiliates make FERC jurisdictional sales at market-based rates or fixed stated cost-of-service rates that cannot be modified without a Section 205 filing. Moreover, in addition to complying with the hold harmless commitment made in this proceeding, the Applicants are aware of and will comply with the Commission's precedent regarding rate treatment related to acquisition premiums.[67]

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[67] *See, e.g., Ameren Corp.*, 140 FERC ¶ 61,034 (2012).

The Commission has established that market-based wholesale power sales do not raise concerns about a transaction's possible adverse effect on rates.[68] Moreover, the Commission has concluded that fixed stated rates that would trigger Section 205 review should they be changed also do not present rate concerns in the Section 203 approval process.[69]

As further described below, the Applicants' transmission formula rates include formula rate protocols recently reviewed by the Commission. These protocols ensure that annual updates and true-up adjustments to the rates of Great Plains Energy and Westar public utility affiliates are transparent. Formula rates with protocols recently reviewed by the Commission should not raise the types of concerns the Commission is focused on in this context.

The Westar full requirements electric service tariff and rate schedules similarly should not raise any concerns. Rates under the tariff and rate schedules are updated annually using both FERC Form No. 1 information, as well as company data that are fully supported by workpapers. Additionally, protocols incorporated with tariff and respective rate schedules ensure transparency.

Finally, as described below, the Westar PPA was reviewed in detail pursuant to the stringent standards set out in *Edgar* and should raise no concern.

Although the nature of their particular FERC-jurisdictional rates should not raise concerns, the Applicants are making commitments to ensure that the Transaction will not have an adverse effect on such customers' rates, and to ensure that the proposed Transaction will not

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[68] *See, e.g.*, *NorAm Energy Services, Inc.*, 80 FERC ¶ 61,120 at 61,382-83 (1997).

[69] *See Pub. Serv. Co. of New Mexico,* 153 FERC ¶ 61,377 at P 39 (2013) (finding no adverse effect on wholesale requirements customers because the stated rates could only be changed with a Section 205 submittal providing Commission review).

have an adverse effect on rates. Specifically, the Applicants commit for a period of five years[70] to hold transmission and wholesale power and wholesale distribution service customers with cost-based rates harmless from the rate effects of the Transaction.[71] For that five-year period, the Applicants will not include transaction-related costs in their transmission or in any cost-based wholesale requirements, cost-based wholesale power or cost-based wholesale distribution service rates, except to the extent they can demonstrate that merger-related savings are equal to or in excess of all of the transaction-related costs so included. The Commission has approved this type of commitment in its Merger Policy Statement and in a number of subsequent cases[72] and endorsed this approach most recently in the Hold Harmless Policy Statement.[73]

The Applicants five-year hold harmless commitment in this proceeding is consistent with commitments made by Great Plains Energy regarding state jurisdictional rates that are reflected in Exhibit B to the Merger Agreement.[74] Among other things, Exhibit B to the Merger Agreement expressly provides the following: "Parent [Great Plains Energy] will agree not to

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[70] *See Policy Statement on Hold Harmless Commitments*, 155 FERC ¶ 61,189 at P 83 (2016) (clarifying that the Commission "will continue to accept hold harmless commitments that are time limited as a method to show no adverse effect on rates"); *Id*. at P 85 (noting that "the Commission has found hold harmless commitments under which applicants commit not to seek to recover transaction-related costs except to the extent that such costs are exceeded by demonstrated transaction-related savings for a period of five years to be 'standard'").

[71] The Applicants' commitment does not apply to contracts entered into pursuant to the Applicants' market-based rate authority, regardless of how the rates under such contracts are determined.

[72] *Merger Policy Statement*, FERC Stats. & Regs. ¶ 31,044 at 30,124; *see also Ameren Corp.*, 108 FERC ¶ 61,094 at PP 62-68 (2004); *Great Plains Energy Inc.*, 121 FERC ¶ 61,069 at P 48 (2007).

[73] *Policy Statement on Hold Harmless Commitments*, 155 FERC ¶ 61,189 (2016) ("Hold Harmless Policy Statement"). The Hold Harmless Policy Statement will apply to applications submitted after the effective date, *i.e.*, after August 24, 2016. *See id.* at P 101; *see also,* 81 Fed. Reg. 33,502 (May 26, 2016). Although the Hold Harmless Policy Statement will apply only prospectively after the effective date, the Applicants nevertheless address the Hold Harmless Policy Statement in this Application to demonstrate the consistency of their hold harmless commitment with the Commission's guidance in the recently-issued Hold Harmless Policy Statement.

[74] The Merger Agreement is included in this Application as Exhibit I.

seek rate recovery of any transaction costs (including advisory fees), acquisition premiums, goodwill or control premiums or fees incurred in connection with the transaction." Exhibit B of the Merger Agreement also expressly provides that Great Plains Energy's utility subsidiaries' capital costs used to set state jurisdictional rates will not increase as a result of the Transaction, nor will the utility customers bear any financing costs associated with the Transaction.

For purposes of the hold harmless commitment in this proceeding, and consistent with the Commission's recent Hold Harmless Policy Statement, the Applicants define transaction costs to include the following:

- the costs of securing an appraisal, formal written evaluation, or fairness opinions related to the transaction;
- the costs of structuring and negotiating the transaction and obtaining tax advice on the structure of the transaction;
- the costs of preparing and reviewing documents effectuating the transaction, including costs to transfer legal title of an asset, building permits, valuation fees, the merger agreement and any related financing documents;
- The internal labor costs of employees and the costs of external, third-party, consultants and advisors to evaluate potential merger transactions, and once a merger candidate has been identified, to negotiate merger terms, to execute financing and legal contracts, and to secure regulatory approvals;
- The costs of obtaining shareholder approval (*e.g.*, costs of proxy solicitation and special meeting of shareholders). Professional service fees incurred in the transaction (e.g., fees for accountants, surveyors, engineers, and legal consultants); and
- Installation, integration, testing, and set up costs related to ensuring the operability of facilities subject to the transaction.[75]

Further, transition costs that the Applicants are committing to exclude from recovery during the hold harmless commitment period unless the Applicants can demonstrate that savings

[75] *See Policy Statement on Hold Harmless Commitments*, 155 FERC ¶ 61,189 at P 44 (2016).

are in excess of such transition costs include certain costs associated with integration of operations: costs of engineering studies before and after the merger, severance payments, operational integration costs, accounting system integration costs, and refinancing costs to achieve synergies.[76]

As to the internal labor costs of the Applicants' public utility salaried employees engaged in merger-related activities, such costs will be charged to non-utility accounts and will not be passed through to customers in FERC-jurisdictional cost-based rates. Currently, certain Great Plains Energy and Westar employees work on both normal day-to-day business activities related to providing utility service, as well as non-utility activities. Neither Westar nor Great Plains Energy has a separate service company that allocates costs to operating companies. Instead, KCP&L and Westar employ activity tracking systems, including required timekeeping for certain employees, to allow the companies to allocate time worked on utility activities, on the one hand, and non-utility activities, on the other hand.[77] These timekeeping systems separate employee labor time related to public utility tasks (*i.e.*, separating employee labor time devoted to non-public utility tasks that should not be charged to a public utility's customers) and are also used to allocate labor time to a particular utility (*i.e.*, if a task performed benefitted only one public utility operating company). These allocation methodologies for employee labor have been examined at the state commission level.

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[76] *Id.* at P 45. No transaction-related capital costs that would affect the capital costs used to set the Westar and Great Plains Energy public utility subsidiaries' current FERC jurisdictional cost-based rates are anticipated in connection with the proposed Transaction. *See id.* at P 52. Capital costs not related to the Transaction would not be subject to the hold harmless commitment. *Id.* at P 51.

[77] These systems also allow Westar and Great Plains Energy to allocate costs between their existing utilities or to a particular utility. When costs are for the benefit of multiple entities but where a specific entity cannot be practicably identified, allocation factors are determined based on a cost causative relationship or if general in nature a General Allocator or the Utility Massachusetts Formula.

The pre-existing cost allocation procedures that Great Plains Energy and Westar follow will remain in place during the pendency of the Transaction, but now certain employees will separately track transaction-related work in addition to utility related work and time for non-utility activities in order to ensure that employees' salary and labor costs attributable to transaction-related activity are not passed through in any of the Applicants' public utility affiliates' FERC-jurisdictional cost-based rates. In order to ensure that costs related to the Transaction are tracked and identified precisely, Great Plains Energy and Westar have implemented an accounting distribution protocol specific to the Transaction.

This Commission has full authority and capability to monitor the Applicants' hold harmless commitment.[78] The Applicants' public utilities understand that as part of the hold harmless commitment, if they were to seek to recover transaction-related costs or transition costs through their transmission formula rates or other cost-based rates, they will be required to include in any such Section 205 rate filing support detailing how they are satisfying the hold harmless commitment, and if they attempt to recover such costs through existing fixed-rate contracts, they will make a Section 205 filing that similarly details compliance with the commitment. Specifically, the Applicants will comply with the Commission's directive in other proceedings, set forth below, involving a similar hold harmless commitment:

> If Applicants seek to recover transaction-related costs through their wholesale power or transmission rates they must submit a compliance filing that details how they are satisfying the hold harmless requirement. If Applicants seek to recover transaction-related costs in an existing formula rate that allows for such recovery, then that compliance filing must be filed in the section 205 docket in which the formula rate was approved by the Commission, as well as in the instant section 203 docket.* We also note that, if Applicants seek to recover transaction-related costs in a filing whereby they are proposing a *new* rate (either a new formula rate or a new stated rate), then that filing must be made in a *new* section 205 docket as well as in the instant section 203 docket.** The Commission will notice such filings for public comment. In such filings, Applicants must: (1) specifically

[78] *See, e.g., PPL Corp.,* 133 FERC ¶ 61,083 at P 27 (2010).

identify the transaction-related costs they are seeking to recover, and (2) demonstrate that those costs are exceeded by the savings produced by the transaction, in addition to any requirements associated with filings made under section 205. Such a hold harmless commitment will protect customers' wholesale power and transmission rates from being adversely affected by the proposed transaction.[79]

* In this case the filing would be a compliance filing in both the section 203 and Section 205 dockets.

** In this case the filing would be a compliance filing in the section 203 docket, but a rate application in the section 205 docket.

Below, Applicants describe the nature of the wholesale power and transmission rates charged by their public utility affiliates to transmission and wholesale power customers.

**1. Transmission Rates**

KCP&L, GMO and Transource Missouri are the Great Plains Energy affiliates that currently own and/or operate electric transmission assets. Westar and Prairie Wind are the Westar entities that currently own and/or operate electric transmission assets. All of these transmission assets are under the functional control of SPP, and transmission service is provided pursuant to the SPP OATT. Rates for service on each of KCP&L, GMO, Transource Missouri, Westar and Prairie Wind's transmission assets are pursuant to a Commission-approved formula rate that is updated annually to establish each company's revenue requirement,[80] (with the exception of certain transmission service provided pursuant to grandfathered agreements with fixed stated rates, described further below). The SPP OATT incorporates the transmission formula rates, and the hold harmless commitment applies to the transmission customers that take service from the companies pursuant to the SPP OATT.

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[79] *PPL Corp.*, 133 FERC ¶ 61,083 at P 27 (2010) (emphasis in original).

[80] As set forth in Part II, *infra*, Great Plains Energy and Westar each have other public utility affiliates that have transmission formula rates on file with FERC. The Applicants similarly extend the hold harmless commitment during the five year period to those affiliates' rates.

Notably, the Commission has accepted recently revised formula rate protocols for KCP&L, GMO and Westar that enhance the transparency of costs flowing through the formula rate to further ensure all interested parties have access to the information necessary to understand and evaluate the implementation of the formula rate.[81] Transource Missouri also has formula rate protocols that were updated recently as part of a settlement agreement[82] and approved by the Commission.[83] Applicants also have other affiliates with transmission formula rates on file with FERC with rates that include formula rate protocols designed, in part, to ensure transparency.[84]

As the Commission has made clear, formula rate protocols specifically provide for annual informational filings that support updates and true-up adjustments and contain data and workpapers that are sufficiently detailed to support such updates and true-up adjustments.[85] After the Transaction is consummated, these workpapers and data will provide the Commission and any interested parties with information to be able to confirm that the transaction-related costs

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[81] *See Kansas City Power & Light Co. and KCP&L Greater Missouri Operations Co.*, 150 FERC ¶ 61,201, *order on compliance*, 153 FERC ¶ 61,150 (2015); *Westar Energy, Inc.*, 150 FERC ¶ 61,203, *order on compliance*, 153 FERC ¶ 61,143 (2015).

[82] *See Transource Missouri, LLC,* Stipulation and Agreement, Docket Nos. ER12-2554-000, *et al.* (Feb. 27, 2013) (explaining, *inter alia*, the provisions of the Settlement Agreement that revise the Formula Rate Protocols).

[83] *Transource Missouri, LLC*, 143 FERC ¶ 61,104 (2013).

[84] For Transource Kansas, see *Transource Kansas, LLC*, 151 FERC ¶ 51,010 (2015), *certification of uncontested settlement*, 155 FERC ¶ 63,015 (2016). For Transource Wisconsin, *see Transource Wisconsin, LLC*, 149 FERC ¶ 61,180 (2014), *order on reh'g*, 154 FERC ¶ 61,010 (2016) and 155 FERC ¶ 61,302 (2016). The Commission has accepted Transource Wisconsin's formula transmission rate, subject to a further compliance filing and the outcome of a paper hearing under Section 206 of the FPA. *See Transource Wisconsin, LLC*, 155 FERC ¶ 61,302 (2016). For Transource West Virginia, *see Transource West Virginia, LLC*, 152 FERC ¶ 61,180 (2015), *certification of contested settlement*, 154 FERC ¶ 63,025 (2016). For Kanstar and its existing three state-specific affiliates and other yet-to-be-formed affiliates within SPP, see *Kanstar Transmission, LLC*, 152 FERC ¶ 61,209 (2015); and *Kanstar Transmission, LLC*, 155 FERC ¶ 61,098 (2016). For MPTA, see *Midwest Power Transmission Arkansas, LLC*, 152 FERC ¶ 61,210 (2015).

[85] *See, e.g., Kansas City Power & Light Co. and KCP&L Greater Missouri Operations Co.,* 150 FERC ¶ 61,201 at PP 45, 55 (2015) and 153 FERC ¶ 61,150 (2015); *Westar Energy, Inc.,* 150 FERC ¶ 61,203 at PP 20, 42 (2015) and 153 FERC ¶ 61,143 (2015).

and acquisition premium are not impermissibly included in Westar's and the Applicants' public utilities' transmission rates. Specifically, the applicable formula rate protocols provide that the annual informational filing include information that is reasonably necessary to determine: (1) the extent or effect of an accounting change; (2) whether the annual true-up fails to include data properly recorded in accordance with the protocols; (3) the proper application of the formula rate and procedures in the proposed protocols; (4) the accuracy of data and consistency with the formula rate of the calculations shown in the annual true-up; (5) the prudence of actual costs and expenditures; (6) the effect of any change to the underlying Uniform System of Accounts or applicable form; and/or (7) any other information that may reasonably have substantive effect on the calculation of the charge pursuant to the formula.[86]

The updated formula rate protocols also ensure that all interested parties, including customers under the OATT, state utility regulatory commissions, consumer advocacy agencies, and state attorneys general, have the opportunity to participate actively in the annual review of the rate updates and true-up adjustments.[87]

In addition to OATT transmission service, GMO has an interconnection agreement among itself, SPP and the transmission interconnection customer pursuant to which GMO may provide wholesale distribution service.[88] That agreement expressly provides that there are no separate rates for the wholesale distribution service and that charges for such service would require a future filing under Section 205 of the FPA. Thus, there is no risk of transaction-related

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[86] *See, e.g., Kansas City Power & Light Co. and KCP&L Greater Missouri Operations Co.,* 150 FERC ¶ 61,201 at PP 45, 55 (2015) and 153 FERC ¶ 61,150 (2015); *Westar Energy, Inc.,* 150 FERC ¶ 61,203 at PP 20, 42 (2015) and 153 FERC ¶ 61,143 (2015).

[87] *See, e.g., Kansas City Power & Light Co. and KCP&L Greater Missouri Operations Co.*, 150 FERC ¶ 61,201 at PP 10-11 (2015); *Westar Energy, Inc.,* 150 FERC ¶ 61,203 at PP 10-11 (2015).

[88] SPP filed this agreement for Commission acceptance on May 25, 2016, in Docket No. ER16-1779, where Commission action on the filing remains pending.

costs flowing to such customers and GMO would need to make a Section 205 submittal before it would be able to charge its customer pursuant to that agreement.[89] Finally, certain of the Applicants' public utility affiliates also have grandfathered, pre-OATT transmission agreements pursuant to which they provide unbundled transmission service.[90] These grandfathered transmission service agreements provide for a fixed, stated rate for transmission service and these rates may not be changed (and thus, transaction-related costs would not be able to be "passed through") without a separate Section 205 filing and thus, raise no concerns for purposes of this analysis.

### 2. Wholesale Power Rates

The Applicants' public utility affiliates also make wholesale sales of power pursuant to market-based rate authority.[91] The Commission has found that wholesale sales at market-based rates do not raise concerns for the purpose of the Commission's analysis of rate impacts.[92]

One of the Applicants' affiliates, Westar Generating, has a PPA with affiliate Westar pursuant to which Westar Generating sells its entire share of the capacity and associated energy to the State Line Facility to Westar at cost-based rates. The Commission reviewed the Westar

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[89] GMO is also currently negotiating additional agreements that will include the provision of wholesale distribution service, but those agreements under negotiation will, likewise, not include a charge for such service and will be filed with the Commission.

[90] *See* Exhibit F.

[91] Some of the sales KCP&L makes pursuant to its market-based rate authority provide full requirements service to certain Kansas municipalities. In addition to the general proposition that wholesale power sales at market-based rates do not raise concerns for the purpose of the Commission's analysis of rate impacts, these full requirements contracts contain fixed stated rates for capacity and energy charges and, thus, provide no opportunity for any transaction-related costs to be passed through unless they are renegotiated.

[92] *See, e.g., NorAm Energy Services, Inc.*, 80 FERC ¶ 61,120, 61,382-83 (1997) (finding that in regard to market-based rate charges, because such charges allow for the recovery of only market prices, the proposed transaction will not result in an adverse effect on rates); *see also Bangor Hydro Electric Company*, 144 FERC ¶ 61,030, at P 18 (2013); *EDF Development, Inc.*, 126 FERC ¶ 61,141, at P 25 (2009) ("The Commission has found that, where electricity is sold under market-based rates, the Transaction is unlikely to have an adverse impact on rates.").

Generating PPA under its stringent *Edgar*[93] standard and allowed the PPA to become an effective FERC rate schedule.[94] The underlying PPA provides for Westar Generating to pass through the actual costs corresponding to its share of the output of the State Line Facility. The Transaction will not result in any changes to the PPA or to its inputs and the Applicants' hold harmless commitment will apply to the PPA.

Westar also provides full requirements electric service to customers at cost-based rates pursuant to a tariff and rate schedules that incorporates a cost-based generation formula rate template, all of which are on file with the Commission.[95] Rates under this tariff and rate schedules are updated annually with data inputs from the FERC Form No. 1 and company data that must be supported fully by workpapers. Protocols attached to the formula rate template in the tariff and the respective rate schedules provide customers the opportunity to review, investigate and challenge annual updates and informational filings. The Transaction will not

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[93] *Boston Edison Co. Re: Edgar Electric Co.*, 55 FERC ¶ 61,382 (1991). Pursuant to *Edgar*, the Commission seeks to ensure that the utility purchaser (in this case Westar), "has chosen the lowest cost supplier from among the options presented . . ." and that the purchaser has not "preferred its affiliate without justification." *Id.* at 62,168.

[94] *Westar Generating, Inc.*, Docket No. ER13-1210, *et al.*, (Jan. 13, 2014) (unpublished letter order).

[95] The tariff is designated as FERC Electric Tariff, First Revised Volume No. 20, Full Requirements Electric Service Rate Schedule. The rate schedules are designated: First Revised Rate Schedule FERC No. 301, Cost-Based Formula Rate Agreement for Full Requirements Electric Service between Kansas Electric Power Cooperative, Inc. and Westar; First Revised Rate Schedule FERC No. 321, Cost-Based Formula Rate Agreement for Full Requirements Electric Service between the City of Arma, Kansas and Westar; First Revised Rate Schedule FERC No. 326, Cost-Based Formula Rate Agreement for Full Requirements Electric Service between Doniphan Electric Cooperative Association, Inc. and Westar; First Revised Rate Schedule FERC No. 327, Cost-Based Formula Rate Agreement for Full Requirements Electric Service between Kaw Valley Electric Cooperative Inc. and Westar; and First Revised Rate Schedule FERC No. 328, Cost-Based Formula Rate Agreement for Full Requirements Electric Service between Nemaha-Marshall Electric Cooperative Association, Inc. and Westar. *See Westar Energy, Inc.*, Docket No. ER16-1318-000 (May 27, 2016) (unpublished letter order accepting for filing changes to the fixed components of the generation formula rate template in the full requirements electric service tariff and the rate schedules).

result in any changes to the tariff and rate schedules or to the transparency of the inputs, and the Applicants' hold harmless commitment will apply to the tariff and the rate schedules.

**D. No Adverse Impact on Regulation**

Although the Commission requires merger applicants to evaluate the effect of a proposed transaction on regulation, both at the federal and state level, the Commission indicated in Order No. 642 that it would not ordinarily set a merger application for hearing with respect to the impact on regulation unless: (a) the proposed transaction involves public utility subsidiaries of a registered holding company under the Public Utility Holding Company Act of 1935 ("PUHCA 1935") and the relevant applicants do not commit to abide by the Commission's policies on pricing of non-power goods and services between affiliates, or (b) the affected state commissions lack authority over the proposed transaction and raise concerns about the effect on regulation.

The first prong of the test in the Merger Policy Statement no longer is applicable because PUHCA 1935 has been repealed.[96] With respect to the second prong of the test, the Transaction will not result in a regulatory gap nor will it diminish federal or state regulatory authority over any jurisdictional affiliates of Great Plains Energy or Westar. Following the Transaction, Applicants and their jurisdictional affiliates and assets will remain subject to the Commission's jurisdiction under the FPA to the same extent that they are currently subject to the Commission's jurisdiction. Similarly, Applicants and their jurisdictional affiliates will remain subject to state jurisdiction under applicable laws and regulations to the same extent they are today in the states in which they operate.

As noted above, both KCP&L and Westar are regulated by the KCC. As such, the KCC's prior review and approval will be required before consummation of the Transaction. The

[96] *See* Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,914.

KCC's regulatory oversight of KCP&L and Westar will not be diminished as a result of the Transaction. Although the Applicants are not seeking the prior approval of the Missouri Public Service Commission, that state commission's regulation of KCP&L, GMO and their subsidiaries will not be diminished or otherwise adversely affected by the Transaction.[97] Accordingly, the Transaction will have no adverse effect on regulation at either the federal or state level.

**E. No Improper Cross-Subsidization**

Pursuant to the amendments to Section 203 implemented by the Energy Policy Act of 2005, the Commission "shall approve" a proposed transaction "if it finds that the proposed transaction, . . . will not result in cross-subsidization of a non-utility associate company or the pledge or encumbrance of utility assets for the benefit of an associate company, unless . . . the cross-subsidization, pledge, or encumbrance will be consistent with the public interest."[98]

In Order Nos. 669, 669-A, and 669-B, the Commission identified a four-factor test that applicants must satisfy in order to address the concerns identified in Section 203 regarding any possible cross-subsidization, pledge or encumbrance of utility assets associated with the proposed transaction.[99] Under this test, the Commission examines whether a proposed transaction, at the time of the transaction or in the future, results in:

(1) transfers of facilities between a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, and an associate company;

(2) new issuances of securities by traditional public utility associate companies that have captive customers or that own or provide

[97] The Commission has held that a transaction would not have an adverse effect on state regulation notwithstanding the fact that approval by a state commission with jurisdiction over an applicant public utility was not required. *See, e.g., Duke Energy Corp.*, 136 FERC ¶ 61,245 at P 183 (2011).

[98] 16 U.S.C. § 824b(a)(4).

[99] Order No. 669, FERC Stats. & Regs. ¶ 31,200 at P 169; Order No. 669-A, FERC Stats. & Regs. ¶ 31,214 at P 144.

transmission service over jurisdictional transmission facilities, for the benefit of an associate company;

(3) new pledges or encumbrances of assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company; and

(4) new affiliate contracts between non-utility associate companies and traditional public utility associate companies that have captive customers or that own or provide transmission service over jurisdictional transmission facilities, other than non-power goods and services agreements subject to review under Sections 205 and 206 of the FPA.[100]

In Exhibit M, the Applicants demonstrate, based on facts and circumstances known to them or that are reasonably foreseeable, at the time of the Transaction or in the future, that the Transaction will not result in any of the above-outlined transfers of facilities, issuances or securities, pledges or encumbrance of assets or other agreements. Exhibit M also contains, as required by 18 C.F.R. § 33.2(j)(1)(i), a listing of the existing pledges and encumbrances of the Applicants' regulated utilities.

## V. INFORMATION REQUIRED BY PART 33 OF THE COMMISSION'S REGULATIONS

Applicants submit the following information pursuant to Part 33 of the Commission's regulations. Applicants respectfully request waiver of certain of the Part 33 filing requirements as set forth below, consistent with Commission precedent.[101]

### A. Section 33.2(a): Names and Addresses of the Principal Business Offices of the Applicants

Great Plains Energy Incorporated
1200 Main Street
Kansas City, MO 64105

Westar Energy, Inc.
818 South Kansas Avenue
Topeka, KS 66612

[100] 18 C.F.R. § 33.2(j)(1)(ii).

[101] *See, e.g.*, *Northeast Generation Co.*, 117 FERC ¶ 61,068 at P 17 (2006).

### B. Section 33.2(b): Names and Addresses of Persons Authorized to Receive Notices and Communications with Respect to the Application

For Great Plains Energy:

Catherine P. McCarthy
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Denise M. Buffington
Director of Energy Policy
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For Westar:

Margaret H. Claybour
Van Ness Feldman, LLP
1050 Thomas Jefferson St., NW
Seventh Floor
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Cathy Dinges
Senior Corporate Counsel
Westar Energy, Inc.
818 South Kansas Avenue
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(785) 575-8344
Cathy.Dinges@westarenergy.com

### C. Section 33.2(c): Description of Applicants

*See* Part II of this Application, and Exhibits A through F and J.

### D. Section 33.2(d): Description of the Jurisdictional Facilities Owned and Operated or Controlled by Applicants, their Parents or Affiliates

*See* Part II of this Application, Exhibit G and Exhibit J. Applicants respectfully request waiver of 18 C.F.R. § 33.2(d) to the extent it would require the submission of additional information.

### E. Section 33.2(e): Narrative Description of the Transaction

A narrative description of the Transaction is provided in Part III of this Application.

### F. Section 33.2(f): Contracts with Respect to the Transaction

*See* Exhibit I.

### G. Section 33.2(g): Facts Relied Upon to Show that the Transaction is in the Public Interest

The facts relied upon to show that the Transaction is consistent with the public interest are set forth in Part IV of this Application and in Exhibit J.

### H. Section 33.2(h): Physical Property

*See* Exhibit K.

### I. Section 33.2(i): Status of Actions Before Other Regulatory Bodies

*See* Exhibit L.

### J. Section 33.2(j): Cross-subsidization

*See* Part IV of this Application and Exhibit M.

### K. Section 33.5: Accounting Entries

As explained more fully in Part IV.C of this Application, the Transaction is not anticipated to result in any adjustment to the books maintained by any of the Applicants' public utilities (including Westar) that are required to keep its books in accordance with the Commission's Uniform System of Accounts. Therefore, there are no *pro forma* accounting entries to provide. Specifically, as noted above, this Transaction is occurring at the holding company level and will not be accounted for on the books of the Applicants' public utilities (including but not limited to Westar's books). Great Plains Energy will not rely on "push down" accounting with respect to any of the public utility operating companies. Fair value adjustments and goodwill will not be recorded on the books of any of Great Plains Energy's public utility subsidiaries. If, however, the Applicants determine in the future that the Transaction were to impact the books of any such entity, the Applicants will submit the required accounting entries to the Commission within six months of the consummation of the Transaction.

### L. Proposed Protective Order

*See* Attachment 1. In accordance with Section 388.112 of the Commission's regulations, 18 C.F.R. § 388.112, Applicants request confidential treatment of certain confidential commercial data included in the workpapers being filed with this Application. In accordance with the Commission's regulations, a proposed protective order has been included as Attachment 1 to the Application. The Applicants request that the confidential information they are submitting be made subject to this protective order. Accordingly, as required by Section 33.8 of the Commission's regulations, 18 C.F.R. § 33.8, the Applicants are submitting a non-public version of the workpapers, entitled "**PRIVILEGED MATERIALS – DO NOT RELEASE**," as well as a public version of the workpapers.

### M. Verifications

The verifications required under Section 33.7 of the Commission's regulations, 18 C.F.R. § 33.7, executed by authorized representatives of the Applicants, are provided at Attachment 2.

## VI. CONCLUSION

As demonstrated above, as well as in the attached testimony and exhibits, the Transaction is consistent with the public interest as analyzed under the standards promulgated in the Commission's Merger Policy Statement, Part 33 of the Commission's regulations, and the Commission's merger precedents. Accordingly, the Applicants request that the Commission

issue an order approving the Transaction without conducting an evidentiary hearing.

Respectfully submitted,

/s/
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***Counsel to Westar Energy, Inc.***

**July 11, 2016**

**Attachment 1 –Proposed Protective Order**

**UNITED STATES OF AMERICA**
**FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|---|---|---|
| **Great Plains Energy Incorporated** | **)** | |
| | **)** | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | **)** | |

**PROTECTIVE ORDER**

**(Issued )**

1. This Protective Order shall govern the use of all Protected Materials produced by, or on behalf of, any Participant. Notwithstanding any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Presiding Administrative Law Judge ("Presiding Judge") or the Federal Energy Regulatory Commission ("Commission").

2. This Protective Order applies to the following two categories of materials: (a) a Participant may designate as protected those materials which customarily are treated by that Participant as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Participant or its customers to risk of competitive disadvantage or other business injury; and (b) a Participant shall designate as protected those materials which contain critical energy infrastructure information, as defined in 18 C.F.R. § 388.113(c)(1) ("Critical Energy Infrastructure Information" or "CEII").

3. Definitions -- For purposes of this Order:

   (a) The term "Participant" shall mean a Participant as defined in 18 C.F.R. § 385.102(b).

   (b) (1) The term "Protected Materials" means (A) materials (including depositions) provided by a Participant in response to discovery requests and designated by such Participant as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Order by the Presiding Judge, by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants; (D) notes of Protected Materials; and (E) copies of Protected Materials. The Participant producing the Protected Materials shall physically mark them on each page as "PROTECTED MATERIALS" or "PRIVILEGED MATERIALS" or with words of similar import to indicate that they are Protected

Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Participant producing such information shall additionally mark on each page containing such information the words "CEII MATERIALS - DO NOT RELEASE."

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(b)(1). Notes of Protected Materials are subject to the same restrictions provided in this order for Protected Materials except as specifically provided in this order.

(3) Protected Materials shall not include (A) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order Protected Materials do include any information or document contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which Participants who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Order, and that such Participants have read the Protective Order and agree to be bound by it. All Non-Disclosure Certificates shall be served on all parties on the official service list maintained by the Secretary in this proceeding.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

(1) Commission Trial Staff designated as such in this proceeding;

(2) an attorney who has made an appearance in this proceeding for a Participant;

(3) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Subparagraph (2);

(4) an expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for or testifying in this proceeding;

(5) a person designated as a Reviewing Representative by order of the Presiding Judge or the Commission; or
(6) employees or other representatives of Participants appearing in this proceeding with significant responsibility for this docket.

4. Protected Materials shall be made available under the terms of this Protective Order only to Participants and only through their Reviewing Representatives as provided in Paragraphs 7, 8, and 9.

5. Protected Materials shall remain available to Participants until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Participants shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Participant that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period each Participant, if requested to do so, shall also submit to the producing Participant an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order.

6. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8 and 9. The Secretary shall place any Protected Materials filed with the Commission in a non-public file. By placing such documents in a non-public file, the Commission is not making a determination of any claim of privilege. The Commission retains the right to make determinations regarding any claim of privilege and the discretion to release information necessary to carry out its jurisdictional responsibilities. For documents submitted to Commission Trial Staff ("Staff"), Staff shall follow the notification procedures of 18 C.F.R. § 388.112 before making public any Protected Materials.

7. Protected Materials shall be treated as confidential by each Participant and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy, the direct supervision of any employee or employees whose duties include the marketing of energy, the provision of consulting services to any person whose duties include the marketing of energy, or the direct supervision of any employee or employees whose duties include the marketing of energy, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Participant or any competitor of any Participant a commercial advantage.

(b) In the event that a Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(d) above, the Participant shall seek agreement from the Participant providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(d) above with respect to those materials. If no agreement is reached, the Participant shall submit the disputed designation to the Presiding Judge for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney=s instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Participant asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and the certification.

11. Subject to Paragraph 18, the Presiding Judge shall resolve any disputes arising under this Protective Order. Prior to presenting any dispute under this Protective Order to the Presiding Judge, the parties to the dispute shall use their best efforts to resolve it. Any participant that contests the designation of materials as protected shall notify the party that provided the protected materials by specifying in writing the materials the designation of which is contested. This Protective Order shall automatically cease to

apply to such materials five (5) business days after the notification is made unless the designator, within said 5-day period, files a motion with the Presiding Judge, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the participant seeking protection. If the Presiding Judge finds that the materials at issue are not entitled to protection, the procedures of Paragraph 18 shall apply. The procedures described above shall not apply to protected materials designated by a Participant as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Protective Order, unless a Participant requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Order. Such documents shall be marked "PROTECTED MATERIALS" or "PRIVILEGED MATERIALS" and shall be filed under seal and served under seal upon the Presiding Judge and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "CEII MATERIALS - DO NOT RELEASE." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list and the Presiding Judge. Counsel for the producing Participant shall provide to all Participants who request the same, a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If any Participant desires to include, utilize or refer to any Protected Materials or information derived therefrom in such a manner that might require disclosure of such material, such participant shall first notify both counsel for the producing Participant and the Presiding Judge of such desire, identifying with particularity each of the Protected Materials and the proposed manner of their use. Thereafter, use of such Protected Material will be governed by procedures determined by the Presiding Judge.

14. Nothing in this Protective Order shall be construed as precluding any Participant from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Protective Order shall preclude any Participant from requesting the Presiding Judge, the Commission, or any other body having appropriate authority, to find that this Protective Order should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Order. The Presiding Judge may alter or amend this Protective Order as circumstances warrant at any time during the course of this proceeding.

16. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the Presiding Judge or the Commission.

17. All Protected Materials filed with the Commission, the Presiding Judge, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Order. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "CEII MATERIALS – DO NOT RELEASE."

18. In the event that the Presiding Judge at any time in the course of this proceeding finds that all or part of the Protected Materials need not be protected, those materials nevertheless shall continue to be subject to the protection afforded by this Protective Order for three (3) business days from the date of issuance of the Presiding Judge's decision, and if the Participant seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. None of the Participants waives its rights to seek additional administrative or judicial remedies after the Presiding Judge's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act. (5 U.S.C. § 552) for Protected Materials in the files of the Commission.

19. Nothing in this Protective Order shall be deemed to preclude any Participant from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Order.

20. None of the Participants waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

21. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Order and shall be used only in connection with this (these) proceeding(s). Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

**UNITED STATES OF AMERICA**
**FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|---|---|---|
| **Great Plains Energy Incorporated** | ) | |
| | ) | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | ) | |

## NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____

**Attachment 2 –Verifications**

**UNITED STATES OF AMERICA**
**BEFORE THE**
**FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|---|---|---|
| **Great Plains Energy Incorporated** | ) | |
| | ) | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | ) | |

## VERIFICATION

Darrin Ives, being duly sworn, under oath, states that he is Vice President – Regulatory Affairs for Kansas City Power & Light Company, he is duly authorized to make this verification, he is familiar with the contents of the Application herewith, and that such Application is true and correct to the best of his knowledge, information, and belief.

Darrin Ives
Vice President – Regulatory Affairs
Kansas City Power & Light Company

STATE OF Missouri )
) ss.
COUNTY OF Jackson )

Subscribed and sworn to (or affirmed) before me on this 8th day of July, 2016, Darrin Ives, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public

My Commission Expires:

NICOLE A. WEHRY
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: February 04, 2019
Commission Number: 14391200

**UNITED STATES OF AMERICA**
**BEFORE THE**
**FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|---|---|---|
| **Great Plains Energy Incorporated** | ) | |
| | ) | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | ) | |

## VERIFICATION

Cathryn Dinges, being duly sworn, under oath, states that she is Senior Corporate Counsel for Westar Energy, Inc., she is duly authorized to make this verification, she is familiar with the contents of the Application herewith, and that all statements contained in such Application with respect to Westar Energy, Inc., its subsidiaries and affiliates are true and correct to the best of her knowledge, information, and belief.

Cathryn Dinges
Senior Corporate Counsel
Westar Energy, Inc.

STATE OF KANSAS )
) ss.
COUNTY OF SHAWNEE )

Subscribed and sworn to (or affirmed) before me on this 5th day of July, 2016, Cathryn Dinges, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Donna G. Quinn
Notary Public

My Commission Expires: 8/25/2016

Donna G. Quinn
NOTARY PUBLIC–STATE OF KANSAS
MY APPT EXP: 8/25/2016

**Exhibit A: Business Activities of Applicants**

The business activities of the Applicants are described in Part II of this Application and in Exhibit J. Applicants respectfully request waiver of 18 C.F.R. § 33.2(c)(1) to the extent it would require the submission of additional information in this Exhibit A.

**Exhibit B: List of Energy Subsidiaries and Affiliates**

Energy subsidiaries of Great Plains Energy Incorporated and affiliates are identified in Exhibit B-1. Energy subsidiaries of Westar Energy, Inc. and affiliates are identified in Exhibit B-2.

**Exhibit B-1: List of Great Plains Energy Incorporated Energy Subsidiaries and Energy Affiliates**

Kansas City Power & Light Company ("KCP&L"). KCP&L is a direct, wholly-owned subsidiary of Great Plains Energy Incorporated ("Great Plains Energy") and is an electric generation owner and load-serving entity engaged in the generation, transmission, distribution and sale of electricity.

KCP&L Greater Missouri Operations Company ("GMO"). GMO is a direct, wholly-owned subsidiary of Great Plains Energy and is an electric generation owner and load-serving entity engaged in the generation, transmission, distribution and sale of electricity.

GPE Transmission Holding Company, LLC ("GPEHoldco"). GPEHoldco is a direct, wholly-owned subsidiary of Great Plains Energy, which owns 13.5 percent of Transource Energy, LLC, a joint venture of subsidiaries of American Electric Power Company, Inc. ("AEP") and Great Plains Energy that was formed to develop new competitive transmission projects.

Transource Energy, LLC ("Transource"). Transource is a joint venture of subsidiaries of AEP and Great Plains Energy that was formed to develop new competitive transmission projects. GPEHoldco, a direct, wholly-owned subsidiary of Great Plains Energy, owns 13.5 percent of Transource. Transource's wholly-owned subsidiary, Transource Missouri LLC, owns the Iatan-Nashua Project, a 345 kV electric transmission line under the functional control of the Southwest Power Pool, Inc. ("SPP").

Transource Missouri, LLC ("Transource Missouri"). Transource Missouri is a wholly-owned subsidiary of Transource, which owns the Iatan-Nashua Project, a 345 kV electric transmission line under the functional control of SPP. Transource Missouri is also constructing and will own the Missouri portion of the Sibley-Nebraska City Project, which involves a new single circuit 345 kV electric transmission line and 345 kV stations and is expected to be in-service by December 31, 2016.

Transource Kansas, LLC ("Transource Kansas"). Transource Kansas is a wholly-owned subsidiary of Transource, which was developed in order to construct, finance, own, operate, and maintain new competitive transmission projects in SPP. The Commission has accepted Transource Kansas' formula transmission rate, subject to hearing and settlement procedures, to allow recovery of its costs through the SPP OATT.

Transource Wisconsin, LLC ("Transource Wisconsin"). Transource Wisconsin is a wholly-owned subsidiary of Transource, which was developed in order to construct, finance, own, operate and maintain new competitive transmission projects in the Midcontinent Independent System Operator, Inc. ("MISO"). The Commission has accepted Transource Wisconsin's formula transmission rate, subject to a further compliance filing and the outcome of a paper hearing, allowing it to recover its costs through the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff.

Transource West Virginia, LLC ("Transource West Virginia"). Transource West Virginia is a wholly-owned subsidiary of Transource, which was developed in order to construct, finance, own, operate and maintain new competitive transmission projects in PJM Interconnection, L.L.C. ("PJM"). Transource West Virginia was awarded the Thorofare Project, which is expected to be in-service by June 1, 2019. The Commission has conditionally accepted Transource West Virginia's formula transmission rate, subject to ongoing hearing and settlement proceedings.

Transource Indiana, LLC ("Transource Indiana"). Transource Indiana is a wholly-owned subsidiary of Transource, which was developed in order to construct, finance, own, operate, and maintain new competitive transmission projects in Indiana. Transource Indiana is not yet a public utility within the meaning of the FPA.

Transource Kentucky, LLC ("Transource Kentucky"). Transource Kentucky is a wholly-owned subsidiary of Transource, which was developed in order to construct, finance, own, operate, and maintain new competitive transmission projects in Kentucky. Transource Kentucky is not yet a public utility within the meaning of the FPA.

Great Plains Energy Services Incorporated ("GPE Services"). GPE Services is a wholly-owned subsidiary of Great Plains Energy that exists but is not operating as a centralized service company.

MPS Merchant Services, Inc. ("MPSMS"). MPSMS is a direct, wholly-owned subsidiary of GMO and an indirect, wholly-owned subsidiary of Great Plains Energy. MPSMS is a former energy marketing company that has certain long-term natural gas contracts remaining from its former non-regulated trading operations.

Wolf Creek Nuclear Operating Corporation ("WCNOC"). KCP&L owns 47% interest in WCNOC, which provides operation, maintenance, repair and decommissioning services at cost solely as agent for the owners of the Wolf Creek Generating Station.

GXP Investments, Inc. ("GXPI"). GXPI, a direct, wholly-owned subsidiary of Great Plains Energy, is an intermediate holding company that directly owns KCP&L Solar, Inc.,[102] KLT Investments Inc.,[103] and KLT Gas Inc.

KLT Gas Inc. ("KLT Gas"). KLT Gas, an indirect, wholly-owned subsidiary of Great Plains Energy, is an intermediate holding company that directly owns interests in FAR Gas Acquisitions Corporation.

FAR Gas Acquisitions Corporation ("FAR Gas Acquisitions"). FAR Gas Acquisitions, an indirect, wholly-owned subsidiary of Great Plains Energy, is a passive investor in unconventional natural gas resources limited partnerships.

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[102] KCP&L Solar, Inc. is not an energy affiliate.

[103] KLT Investments Inc. is not an energy affiliate.

Golden Bear Hydro, Inc. ("GB"). GB, an indirect, wholly-owned subsidiary of GMO, is a general partner of a California hydroelectric company.

Energia, Inc. ("Energia"). Energia, an indirect, wholly-owned subsidiary of GMO, is a limited partner of a California hydroelectric company.

Mega Renewables. Mega Renewable is an indirect subsidiary of GMO, which is owned 50% by G.B. Hydro Partners L.P.[104] Mega Renewables is a California company that owns hydroelectric projects.

[104] G.Bf. Hydro Partners L.P. is a professional management services company.

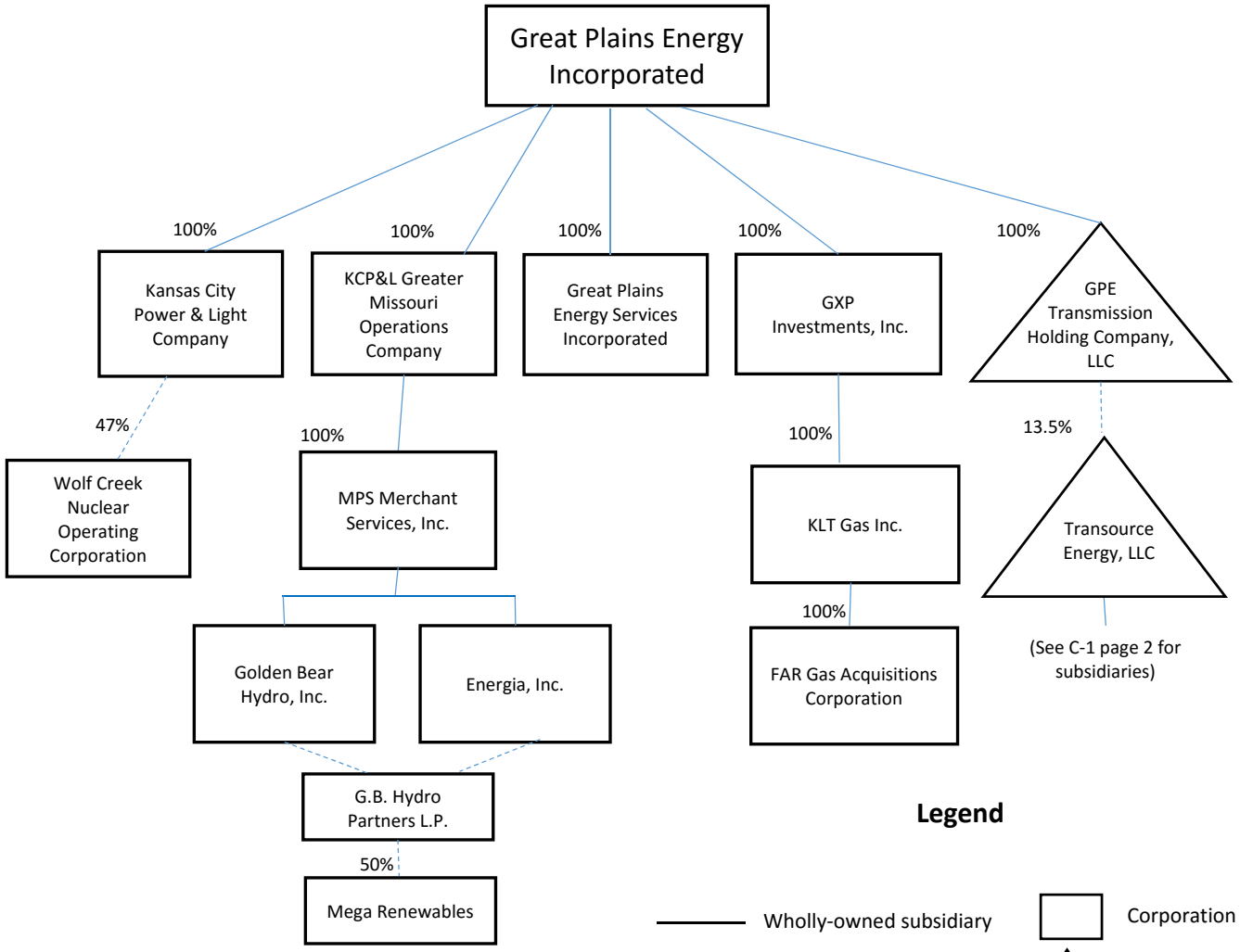
**Exhibit B-2: List of Westar Energy, Inc. Energy Subsidiaries and Energy Affiliates**

Descriptions of Westar's energy subsidiaries and energy affiliates are provided in Part II.B of the Application.

**Exhibit C: Organizational Charts Depicting Current and Post-Transaction Structures**

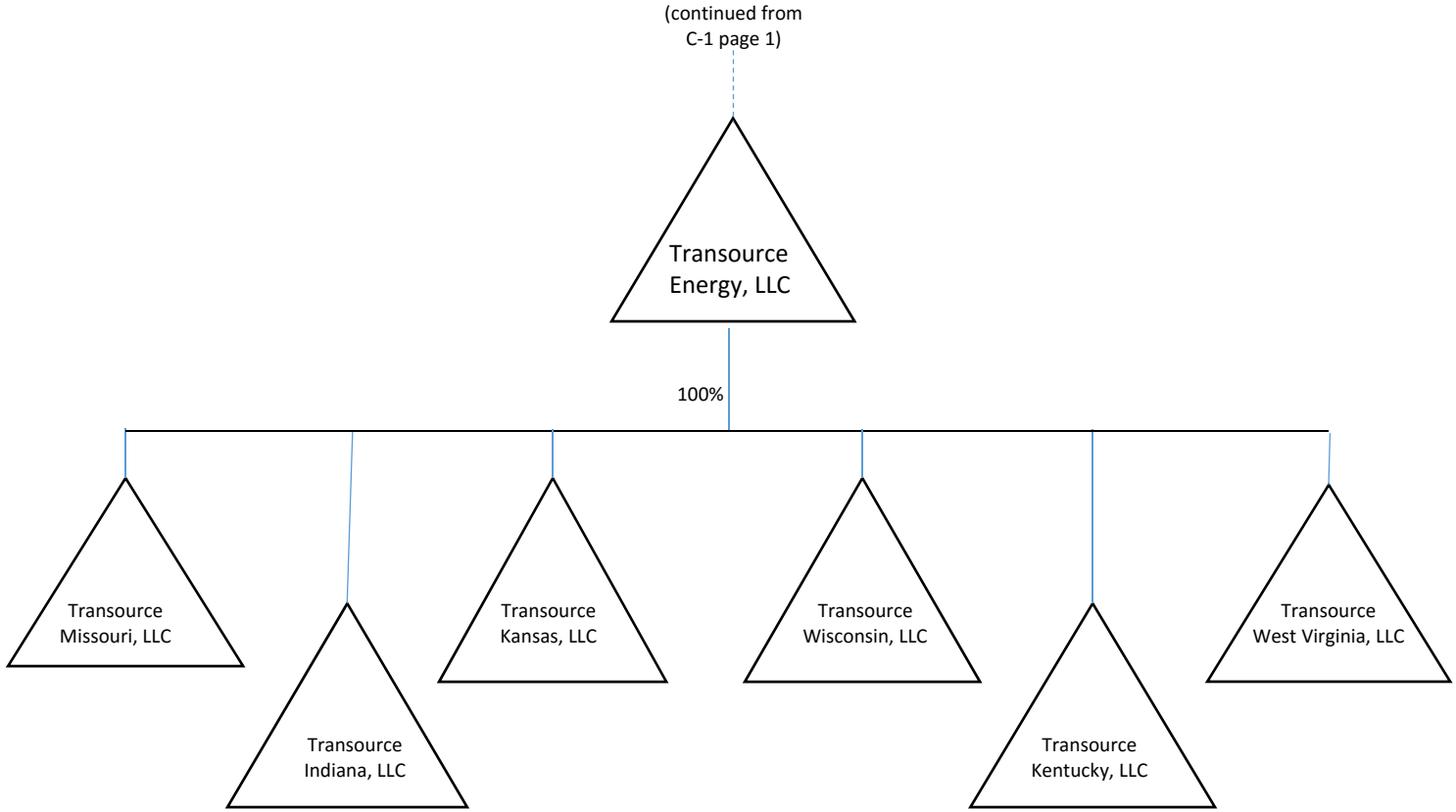
Attached in Exhibit C-1 is the organizational chart that depicts the pertinent corporate structure of Great Plains Energy before the Transaction. Attached in Exhibit C-2 is the organizational chart that depicts the pertinent corporate structure of Westar before the Transaction. Attached in Exhibit C-3 is the organizational chart that depicts the pertinent corporate structure of the combined company after the Transaction.

## Exhibit C-1: Pre-Transaction Great Plains Energy Incorporated Corporate Structure

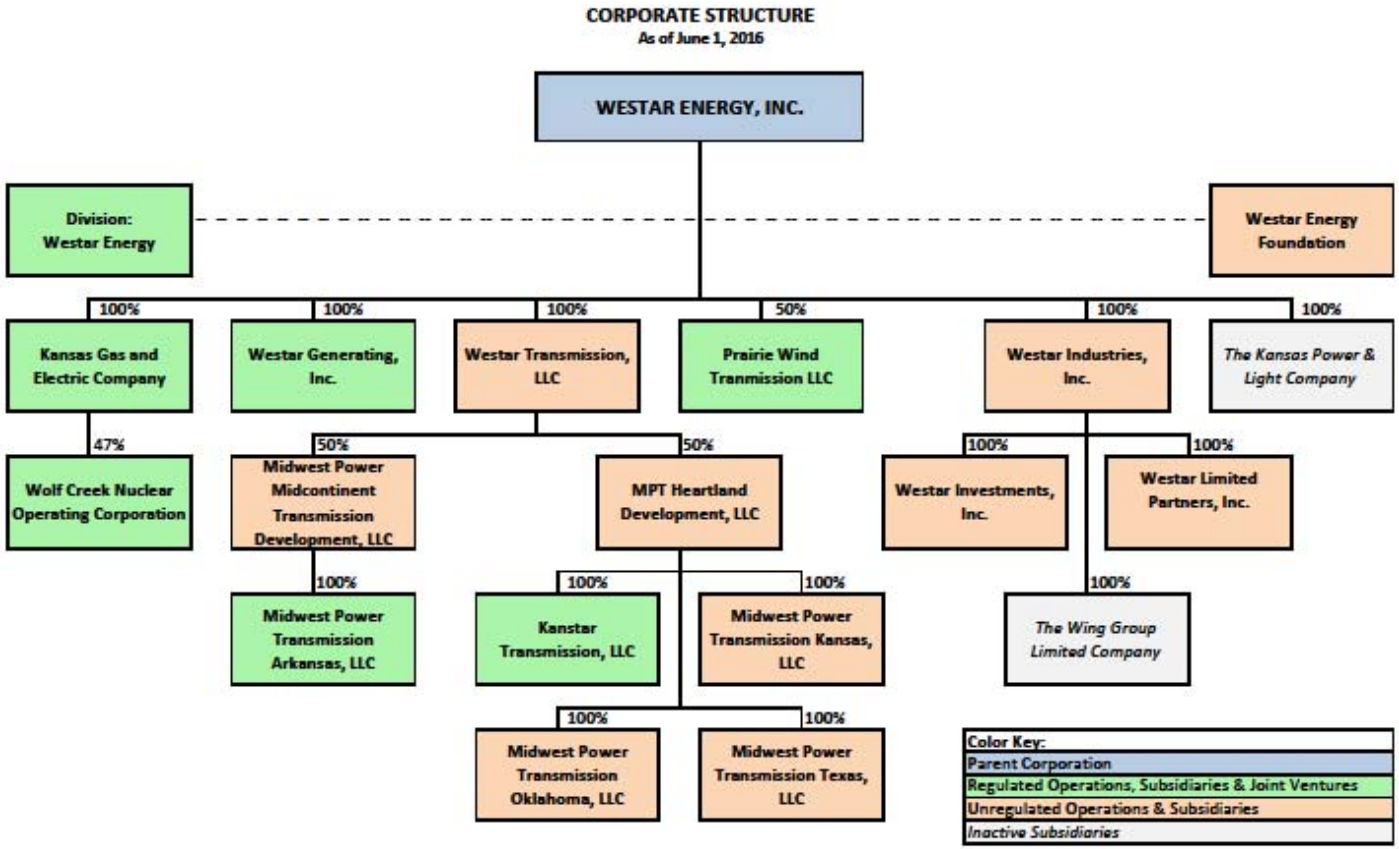



Note: Organizational chart is simplified and additional subsidiaries not relevant to the Commission's analysis are not depicted

## Exhibit C-1: Pre-Transaction Great Plains Energy Incorporated Corporate Structure (cont'd)



## Exhibit C-2: Pre-Transaction Westar Energy, Inc. Corporate Structure



## Exhibit C-3: Post-Transaction Corporate Structure

## Exhibit C-3: Post-Transaction Great Plains Energy Incorporated Corporate Structure

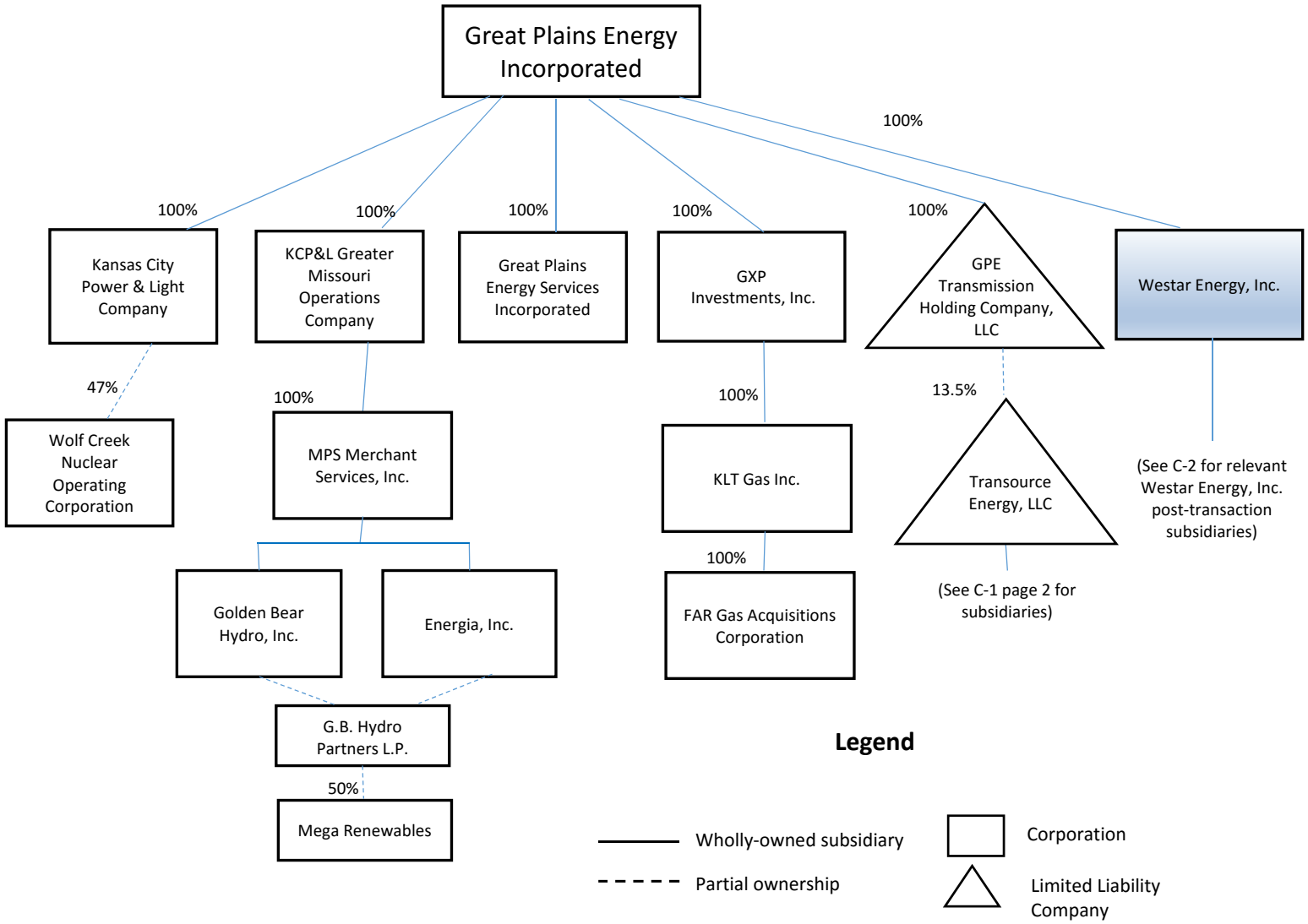



Exhibit C-3

Note: Organizational chart is simplified and additional subsidiaries not relevant to the Commission's analysis are not depicted

**Exhibit D: Description of Joint Ventures, Strategic Alliances, Tolling Arrangements, or Other Business Ventures**

**Great Plains Energy:** Great Plains Energy's energy-related joint ventures, strategic alliances, tolling agreements and other business arrangements relevant to the Transaction are described in Part II of the Application and Exhibits B, C, F, and/or J.

**Westar:** Westar's energy-related joint ventures, strategic alliances, tolling agreements and other business arrangements relevant to the Transaction are described in Part II of the Application and Exhibits B, C, F, and/or J.

Applicants respectfully request waiver of 18 C.F.R. § 33.2(c)(4) to the extent it would require the submission of additional information in this Exhibit D.

**Exhibit E: Common Officers or Directors of the Parties to the Proposed Transaction**

There are no common officers or directors between Great Plains Energy, on the one hand, and Westar, on the other hand.

**Exhibit F: Description and Location of Wholesale Power Sales Customers and Unbundled Transmission Services Customers Served by Applicants or Their Affiliates**

Wholesale power sales to customers served by subsidiaries of each of Great Plains Energy and Westar are filed with the Commission in the Electric Quarterly Reports. Westar provides below a list of customers taking full requirements service. The Applicants request a waiver of this requirement with respect to any other wholesale sales.

**Westar**:

City of Alma, KS
City of Arma, KS
City of Blue Mound, KS
City of Bronson, KS
City of Elsmore, KS
City of Elwood, KS
City of Enterprise, KS
City of Herington, KS
City of La Harpe, KS
City of Lindsborg, KS
City of Mindenmines, MO
City of Moran, KS
City of Morrill, KS
City of Mulberry, KS
City of Muscotah, KS
City of Robinson, KS
City of Savonburg, KS
City of Scranton, KS
City of Toronto, KS
City of Troy, KS
City of Vermillion, KS
City of Wathena, KS
Doniphan Electric Cooperative Association Inc.
Kansas Electric Power Cooperative Inc.
Kaw Valley Electric Cooperative Inc.
Nemaha Marshall Electric Cooperative Association Inc.

Below is a list identifying the unbundled transmission customers of Great Plains Energy's public utility subsidiaries.

**Great Plains Energy – KCP&L**: The only subsidiary of Great Plains Energy providing unbundled transmission service is KCP&L, whose customers include the following:[105]

Union Electric Company (d/b/a Ameren Corporation)
1901 Chouteau Avenue
St. Louis, MO 63103
(Point-to-Point Transmission Service; Rate Schedule FERC No. 104)

Associated Electric Cooperative, Inc.
2814 South Golden Avenue
Springfield, MO 65807
(Point-to-Point Transmission Service; Rate Schedule FERC No. 89)

[105] KCP&L and GMO have certain other unbundled transmission agreements that remain effective, but are not relied upon by customers for transmission service.

**Exhibit G: Description of Jurisdictional Facilities of Applicants and Their Affiliates**

The jurisdictional facilities owned, operated and controlled by Applicants and their affiliates are described in Parts II and IV of the Application.

In addition, attached are the relevant pages from the most recent FERC Form No. 1 submitted by the respective affiliates of Great Plains Energy and Westar which are required to submit FERC Form No. 1 to the Federal Energy Regulatory Commission:[106]

Kansas City Power & Light Company

KCP&L Greater Missouri Operations Company

Transource Missouri, LLC

Westar Energy, Inc.

Kansas Gas and Electric Company

Prairie Wind Transmission, LLC

Westar Generating, Inc.

[106] While Transource West Virginia, LLC recently started filing the FERC Form 3Q, it has not yet submitted an annual FERC Form No. 1.

| THIS FILING IS | |
|---|---|
| Item 1: [X] An Initial (Original) Submission | OR [ ] Resubmission No. ____ |

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| Kansas City Power & Light Company | End of 2015/Q4 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | Missouri (Overhead Lines): | | | | | | | |
| 2 | Stilwell | Sibley | 345.00 | 345.00 | Wd-H-Frame | 5.22 | | 1 |
| 3 | Sibley | Overton | 345.00 | 345.00 | Wd-H-Frame | 73.02 | | 1 |
| 4 | Hawthorn | Nashua-St. Joe | 345.00 | 345.00 | Wd-H-Frame | 31.33 | | 1 |
| 5 | River X Iatan | Stranger Creek Jct | 345.00 | 345.00 | Tower | 0.51 | | 1 |
| 6 | Iatan | Stranger Creek Jct | 345.00 | 345.00 | Wd-H-Frame | 1.38 | | 1 |
| 7 | Hawthorn | Sibley | 345.00 | 345.00 | Wd-H-Frame | 17.76 | | 1 |
| 8 | DC River X Hawthorn | Nashua/Sibley | 345.00 | 345.00 | Tower | 0.57 | | 2 |
| 9 | River X Hawthorn | Sibley | 345.00 | 345.00 | Tower | 0.44 | | 1 |
| 10 | Total 345 Kv | | | | | 130.23 | | 9 |
| 11 | Commom R/W | Hawthorn Plant | 161.00 | 161.00 | | | | |
| 12 | Hawthorn | Blue Valley Tower | 161.00 | 161.00 | Tower | 1.82 | | 1 |
| 13 | Hawthorn | Leeds Tower | 161.00 | 161.00 | Wd-H-Frame | 1.37 | | 1 |
| 14 | Blue Valley Tower | Blue Valley | 161.00 | 161.00 | Tower | 0.51 | | 3 |
| 15 | Hawthorn | Randolph-Avon | 161.00 | 161.00 | Wd-H-Frame | 5.08 | | 1 |
| 16 | TC River X | Hawthorn | 161.00 | 161.00 | Tower | 0.54 | | 3 |
| 17 | DC River X | Northeast | 161.00 | 161.00 | Tower | 0.36 | | 2 |
| 18 | Blue Valley | Winchester Jct | 161.00 | 161.00 | Wd-H-Frame | 7.90 | | 1 |
| 19 | Leeds Tower | Loma Vista | 161.00 | 161.00 | Wd-H-Frame | 11.25 | | 1 |
| 20 | Southtown | Bunker Ridge | 161.00 | 161.00 | Wd-H-Frame | 3.08 | | 1 |
| 21 | Northeast | Grand Ave | 161.00 | 161.00 | Wd-H-Frame | 0.13 | | 1 |
| 22 | Blue Mills Jct | Blue Mills #2 | 161.00 | 161.00 | Wood Pole | 0.23 | | 1 |
| 23 | Leeds | Roeland Park | 161.00 | 161.00 | Wd-H-Frame | 2.31 | | 1 |
| 24 | DC Southtown | Hickman/Grandview | 161.00 | 161.00 | Wd-H-Frame | 0.11 | | 2 |
| 25 | DC Montrose | Loma Vista | 161.00 | 161.00 | Tower | 0.97 | | 2 |
| 26 | Grand Ave | Navy-Terrace | 161.00 | 161.00 | Wd-H-Frame | 1.95 | | 1 |
| 27 | Common R/W | Hawthorn-Southtown | 161.00 | 161.00 | | | | |
| 28 | Northeast | Crosstown | 161.00 | 161.00 | Stl Pl / Tower | 0.19 | | 1 |
| 29 | Maywood | Weatherby | 161.00 | 161.00 | Stl Pl/Wd-H-Fr | 5.19 | | 1 |
| 30 | DC NE-Grand Ave | Hawthorn-Crosstown | 161.00 | 161.00 | Tower | 0.21 | | 2 |
| 31 | Henry | Rw Montrose-Stilwell | 161.00 | 161.00 | Wd-Pole | | | 1 |
| 32 | Montrose | Loma Vista #9 | 161.00 | 161.00 | Wd-H-Frame | 57.26 | | 1 |
| 33 | Montrose | Loma Vista #11 | 161.00 | 161.00 | Wd-H-Frame | 57.29 | | 1 |
| 34 | Montrose | Stilwell #13 | 161.00 | 161.00 | Wd-H-Frame | 50.00 | | 1 |
| 35 | Montrose | Archie-Stilwell | 161.00 | 161.00 | Wd-H-Frame | 48.15 | | 1 |
| 36 | | | | | TOTAL | 1,812.58 | | 194 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
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6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | Southtown | Grandview | 161.00 | 161.00 | Wd-H-Frame | 7.71 | | 1 |
| 2 | Stilwell | Hickman | 161.00 | 161.00 | Wd-H-Frame | 6.64 | | 1 |
| 3 | Hawthorn | Blue Valley | 161.00 | 161.00 | Wd-H-Frame | 1.71 | | 1 |
| 4 | Hawthorn | Missouri City | 161.00 | 161.00 | Wd-H-Frame | 14.35 | | 1 |
| 5 | Missouri City | Moberly | 161.00 | 161.00 | Wd-H-Frame | 90.23 | | 1 |
| 6 | Salisbury | Norton | 161.00 | 161.00 | Wd-H-Frame | 22.28 | | 1 |
| 7 | Norton | Malta Bend-South Waverly | 161.00 | 161.00 | Wd-H-Frame | 14.18 | | 1 |
| 8 | Nashua | St Joseph | 161.00 | 161.00 | Wd-H-Frame | | | |
| 9 | Montrose | Clinton | 161.00 | 161.00 | Wd-H-Frame | 12.22 | | 1 |
| 10 | Midtown | Forest | 161.00 | 161.00 | Steel Pole | 1.62 | | 1 |
| 11 | Forest | Southtown | 161.00 | 161.00 | Steel Pole | 3.24 | | 1 |
| 12 | Blue Mills Jct | Blue Mills #1 | 161.00 | 161.00 | Wd-H-Frame | 0.21 | | 1 |
| 13 | Midtown | Crosstown | 161.00 | 161.00 | Steel Pole | 7.88 | | 1 |
| 14 | Terrace | State Line | 161.00 | 161.00 | Wd-H-Frame | 0.78 | | 1 |
| 15 | Barry | Line Creek | 161.00 | 161.00 | Wood Pole | 4.19 | | 1 |
| 16 | Winchester Jct | Southtown | 161.00 | 161.00 | Wd-H-Frame | 7.47 | | 1 |
| 17 | Winchester Jct | Swope #1 | 161.00 | 161.00 | Wd-H-Frame | 0.39 | | 1 |
| 18 | DC NKC | NE / Avondale | 161.00 | 161.00 | Steel Pole | 1.16 | | 2 |
| 19 | Northeast | NKC | 161.00 | 161.00 | Steel Pole | 0.16 | | 1 |
| 20 | DC Martin City | Redel / Grandview | 161.00 | 161.00 | Steel Pole | 0.36 | | 2 |
| 21 | Southtown | Hickman | 161.00 | 161.00 | Wd-H-Frame | 5.71 | | 1 |
| 22 | Martin CIty | Grandview | 161.00 | 161.00 | Wd-H-Frame | 1.34 | | 1 |
| 23 | Line Creek | Riverside | 161.00 | 161.00 | Wd-Stl-Pole | 4.20 | | 1 |
| 24 | Hawthorn | Independence | 161.00 | 161.00 | Steel Pole | 1.75 | | 1 |
| 25 | Birmingham | Claycomo | 161.00 | 161.00 | Wd-H-Frame | 4.39 | | 1 |
| 26 | Avondale | NKC | 161.00 | 161.00 | Wd-H-Frame | 2.14 | | 1 |
| 27 | Northeast | Avondale | 161.00 | 161.00 | Wd-H-Frame | 2.10 | | 1 |
| 28 | Avondale Jct | Riverside | 161.00 | 161.00 | Wd-St Pl/H Fr | 4.47 | | 1 |
| 29 | Northeast | Grand West | 161.00 | 161.00 | Steel Pole | 1.51 | | 1 |
| 30 | Bunker Ridge | Loma Vista | 161.00 | 161.00 | Wd-H-Frame | 0.78 | | 1 |
| 31 | DC Bunker Ridge | Southtown/Loma Vista | 161.00 | 161.00 | Steel Pole | 1.31 | | 2 |
| 32 | Weatherby | Tiffany | 161.00 | 161.00 | Stl Pl/Wd-H-Fr | 3.95 | | 1 |
| 33 | Tiffany | Roanridge | 161.00 | 161.00 | Steel Pole | 1.64 | | 1 |
| 34 | Roanridge | Barry | 161.00 | 161.00 | Steel Pole | 2.35 | | 1 |
| 35 | Roanridge | Nashua | 161.00 | 161.00 | Stl Pl/Wd-H-Fr | 4.99 | | 1 |
| 36 | | | | | TOTAL | 1,812.58 | | 194 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
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6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | DC Roanridge | Barry/Nashua | 161.00 | 161.00 | Steel Pole | 0.95 | | 2 |
| 2 | Hawthorn | Leeds #27 | 161.00 | 161.00 | StlPl/Stl-H-Fr | 6.19 | | 1 |
| 3 | Gladstone | Shoal Creek | 161.00 | 161.00 | Wd/Stl Pole | 3.70 | | 1 |
| 4 | Shoal Creek | Nashua | 161.00 | 161.00 | Wd-H-Frame | 6.85 | | 1 |
| 5 | Shoal Creek | Claycomo | 161.00 | 161.00 | Wd/Stl Pole | 4.33 | | 1 |
| 6 | Hawthorn | Levee | 161.00 | 161.00 | Steel Pole | 0.36 | | 1 |
| 7 | Levee | Northeast #17 | 161.00 | 161.00 | Stl PlWd-H-Fr | 5.32 | | 1 |
| 8 | Hawthorn | Chouteau | 161.00 | 161.00 | Stl/Wd-H-Fr | 2.85 | | 1 |
| 9 | Chouteau | Northeast #5 | 161.00 | 161.00 | Wd-H-Frame | 2.37 | | 1 |
| 10 | DC Hawthorn | Leeds/Chouteau | 161.00 | 161.00 | Steel Pole | 0.39 | | 2 |
| 11 | Malta Bend | S Waverly | 161.00 | 161.00 | | 7.63 | | 1 |
| 12 | Martin City | Redel | 161.00 | 161.00 | Wd-H-Fr | 0.62 | | 1 |
| 13 | Leeds | Independence | 161.00 | 161.00 | Steel Pole | 1.15 | | 1 |
| 14 | DC Leeds | Hawthorn/Independence | 161.00 | 161.00 | Steel Pole | 1.03 | | 2 |
| 15 | Winchester Jct | Swope #2 | 161.00 | 161.00 | Wd-H-Fr | 0.48 | | 1 |
| 16 | Avondale | Gladstone | 161.00 | 161.00 | Wd Pole/H-Fr | 5.74 | | 1 |
| 17 | Southtown | Bendix | 161.00 | 161.00 | Wd-H-Fr | 1.35 | | 1 |
| 18 | Bendix | Tomahawk | 161.00 | 161.00 | Wd-H-Frame | 4.15 | | 1 |
| 19 | Tomahawk | Mission Jct | 161.00 | 161.00 | Wd-H-Frame | 3.14 | | 1 |
| 20 | Total 161 Kv | | | | | 553.91 | | 90 |
| 21 | Various 66 Kv | | | | | 68.80 | | |
| 22 | Total 66 Kv | | | | | 68.80 | | |
| 23 | Various 33 Kv | | | | | 165.13 | | |
| 24 | Total 33 Kv | | | | | 165.13 | | |
| 25 | Underground Lines: | | | | | | | |
| 26 | Grand Ave | Guinotte Ts | 161.00 | 161.00 | Ug Const | 4.04 | | 1 |
| 27 | Midtown | Brush Creek Ts | 161.00 | 161.00 | Ug Const | 6.25 | | 1 |
| 28 | Midtown | Roe Ts | 161.00 | 161.00 | Ug Const | 6.00 | | 1 |
| 29 | Grand Ave | Crosstown | 161.00 | 161.00 | Ug Const | 5.83 | | 1 |
| 30 | Crosstown | Guinotte TS | 161.00 | 161.00 | Ug Const | 7.84 | | 1 |
| 31 | Grand Ave | Navy/Terrace | 161.00 | 161.00 | Ug Const | 0.56 | | 1 |
| 32 | Total 161 Kv Underground | | | | | 30.52 | | 6 |
| 33 | | | | | | | | |
| 34 | | | | | | | | |
| 35 | Kansas (Overhead Lines) | | | | | | | |
| 36 | | | | | TOTAL | 1,812.58 | | 194 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS

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5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | Swissvale | Stilwell | 345.00 | 345.00 | Wd-H-Frame | 34.57 | | 1 |
| 2 | Stilwell | Sibley | 345.00 | 345.00 | Wd-H-Frame | 3.05 | | 1 |
| 3 | LaCygne | Stilwell | 345.00 | 345.00 | Wd-H-Frame | 30.78 | | 1 |
| 4 | LaCygne | W. Gardner | 345.00 | 345.00 | Wd-H-Frame | 40.38 | | 1 |
| 5 | DC Craig | Gardner/Cedar Ck | 345.00 | 345.00 | Steel Pole | 2.06 | | 2 |
| 6 | River X Iatan | Stranger Creek Jct | 345.00 | 345.00 | Tower | 0.40 | | 1 |
| 7 | Iatan | Stranger Creek Jct | 345.00 | 345.00 | Wd-H-Frame | 11.90 | | 1 |
| 8 | Stranger Creek Jct | Craig | 345.00 | 345.00 | Wd-H-Frame | 28.14 | | 1 |
| 9 | Craig | W. Gardner | 345.00 | 345.00 | Wd-H-Frame | 16.19 | | 1 |
| 10 | DC W Gardner | LaCygne/Craig | 345.00 | 345.00 | Steel Pole | 0.05 | | 2 |
| 11 | DC W Gardner | LaCygne/Ottawa | 345.00 | 345.00 | St Pole/H-Fr | 0.49 | | 2 |
| 12 | Wolf Creek | | 345.00 | 345.00 | | | | |
| 13 | Total 345 Kv | | | | | 168.01 | | 14 |
| 14 | Leeds | Roeland Pk | 161.00 | 161.00 | Wd-H-Frame | 0.17 | | 1 |
| 15 | Greenwood | Shawnee | 161.00 | 161.00 | Wd-H-Frame | 3.12 | | 1 |
| 16 | Oxford | Olathe | 161.00 | 161.00 | Steel Pole | 3.08 | | 1 |
| 17 | Mission Jct | Kenilworth | 161.00 | 161.00 | Wd-H-Frame | 4.79 | | 1 |
| 18 | Overland Pk | Roeland Pk | 161.00 | 161.00 | Wd-H-Frame | 11.51 | | 1 |
| 19 | Common R/W | Shawnee-Fisher Jct | 161.00 | 161.00 | | | | |
| 20 | Maywood | Weatherby | 161.00 | 161.00 | Wd-H-Frame | 5.77 | | 1 |
| 21 | Montrose | Stilwell #13 | 161.00 | 161.00 | Wd-H-Frame | 3.26 | | 1 |
| 22 | Montrose | Archie-Stilwell | 161.00 | 161.00 | Wd-H-Frame | 3.14 | | 1 |
| 23 | Stilwell | Hickman | 161.00 | 161.00 | Wd-H-Frame | 6.94 | | 1 |
| 24 | Brookridge | Overland Pk | 161.00 | 161.00 | Wd-H-Frame | 2.04 | | 1 |
| 25 | Stilwell | Antioch | 161.00 | 161.00 | Wd-H-Frame | 8.45 | | 1 |
| 26 | Wagstaff | Centennial | 161.00 | 161.00 | Wd-H-Frame | 11.33 | | 1 |
| 27 | Paola | Marmaton | 161.00 | 161.00 | Wd-H-Frame | 51.53 | | 1 |
| 28 | Paola | S. Ottawa | 161.00 | 161.00 | Wd-H-Frame | 21.81 | | 1 |
| 29 | Merriam | Greenwood | 161.00 | 161.00 | Wd-H-Frame | 4.73 | | 1 |
| 30 | Greenwood | Midland | 161.00 | 161.00 | Wd-H-Frame | 2.23 | | 1 |
| 31 | Greenwood | Metropolitan | 161.00 | 161.00 | Wd-H-Frame | 4.98 | | 1 |
| 32 | Kenilworth | Lenexa | 161.00 | 161.00 | Wood Pole | 11.43 | | 1 |
| 33 | College | Olathe | 161.00 | 161.00 | Wood Pole | 3.72 | | 1 |
| 34 | Craig | Lenexa | 161.00 | 161.00 | Steel Pole | 0.22 | | 1 |
| 35 | Craig | College | 161.00 | 161.00 | Wd-H-Frame | 0.47 | | 1 |
| 36 | | | | | TOTAL | 1,812.58 | | 194 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS

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| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | Craig | Greenwood #3 | 161.00 | 161.00 | Wd-H-Frame | 3.98 | | 1 |
| 2 | DC Craig-Greenwood | Lenexa-Kenilworth | 161.00 | 161.00 | Steel Pole | 0.11 | | 2 |
| 3 | DC Craig | Lenexa/Greenwood | 161.00 | 161.00 | Steel Pole | 2.73 | | 2 |
| 4 | DC Moonlight | Murlen/Gardner | 161.00 | 161.00 | Stl-Wd-Pole | 0.39 | | 2 |
| 5 | Moonlight | W. Gardner | 161.00 | 161.00 | Steel Pole | 6.34 | | 1 |
| 6 | Switzer | Riley | 161.00 | 161.00 | Steel Pole | 1.82 | | 1 |
| 7 | Switzer | Olathe | 161.00 | 161.00 | Steel Pole | 4.59 | | 1 |
| 8 | DC Switzer | Riley/Olathe | 161.00 | 161.00 | Steel Pole | 0.22 | | 2 |
| 9 | DC Oxford | Antioch/Olathe | 161.00 | 161.00 | Wood Pole | 1.30 | | 2 |
| 10 | Olathe | Murlen | 161.00 | 161.00 | Stl-Wd-Pole | 4.58 | | 1 |
| 11 | Kenilworth | Overland Pk | 161.00 | 161.00 | Wd-H-Frame | 3.28 | | 1 |
| 12 | DC Overland Pk | Brookrdg/Kenilworth | 161.00 | 161.00 | Wd-H-Frame | 0.12 | | 2 |
| 13 | Centennial | Paola | 161.00 | 161.00 | Wood Pole | 2.86 | | 1 |
| 14 | Gardner | Ottawa | 161.00 | 161.00 | Wd-H-Frame | 24.34 | | 1 |
| 15 | Stilwell | Spring Hill | 161.00 | 161.00 | Wd-H-Frame | 9.35 | | 1 |
| 16 | DC Stilwell | Redel/Spring Hill | 161.00 | 161.00 | Wd-H-Frame | 1.31 | | 2 |
| 17 | Antioch | Oxford | 161.00 | 161.00 | Wd-H-Frame | 4.90 | | 1 |
| 18 | W Gardner | Cedar Creek | 161.00 | 161.00 | Stl Pl/Stl-H-F | 14.46 | | 1 |
| 19 | Martin City | Redel | 161.00 | 161.00 | Wd-H-Frame | 2.74 | | 1 |
| 20 | Redel | Stilwell | 161.00 | 161.00 | Wd-H-Frame | 4.21 | | 1 |
| 21 | Craig | Pflumm | 161.00 | 161.00 | Steel Pole | 4.99 | | 1 |
| 22 | Pflumm | Overland Park | 161.00 | 161.00 | Steel Pole | 1.83 | | 1 |
| 23 | Metropolitan | Maywood | 161.00 | 161.00 | Stl-Wd-H-Fr | 4.97 | | 1 |
| 24 | Cedar Creek | Greenwood | 161.00 | 161.00 | Stl-Wd-Pole | 9.89 | | 1 |
| 25 | DC Craig | Overland Park/College | 161.00 | 161.00 | Steel Pole | 1.77 | | 2 |
| 26 | Lenexa Tap | Craig-Greenwood | 161.00 | 161.00 | Steel Pole | 0.06 | | 1 |
| 27 | DC Riley | Brookridge/Switzer | 161.00 | 161.00 | Steel Pole | 1.53 | | 2 |
| 28 | Brookridge | Riley | 161.00 | 161.00 | Steel Pole | 2.56 | | 1 |
| 29 | Craig | Cedar Creek | 161.00 | 161.00 | Stl-Wd-H-Fr | 1.30 | | 1 |
| 30 | Tomahawk | Mission Jct | 161.00 | 161.00 | Wd-H-Frame | 1.73 | | 1 |
| 31 | Riley | Sprint | 161.00 | 161.00 | Steel Pole | 0.90 | | 1 |
| 32 | Sprint | Mission Jct | 161.00 | 161.00 | Steel Pole | 2.63 | | 1 |
| 33 | Bucyrus | Wagstaff | 161.00 | 161.00 | Wd-H-Frame | 4.22 | | 1 |
| 34 | Stilwell | Bucyrus | 161.00 | 161.00 | Wd-H-Frame | 3.05 | | 1 |
| 35 | Bucyrus | N Louisburg | 161.00 | 161.00 | Steel Pole | 7.85 | | 1 |
| 36 | | | | | TOTAL | 1,812.58 | | 194 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS

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| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | Paola | Osawatomie | 161.00 | 161.00 | Steel Pole | 0.32 | | 1 |
| 2 | W Gardner | Cedar Niles | 161.00 | 161.00 | Steel Pole | 8.20 | | 1 |
| 3 | DC SE Ottawa | Gardner/S Ottawa | 161.00 | 161.00 | Stl-H-Frame | 1.34 | | 2 |
| 4 | Moonlight | Quarry | 161.00 | 161.00 | Wd-Stl Pole | 4.82 | | 1 |
| 5 | Quarry | Murlen | 161.00 | 161.00 | Wd/Stl Pole | 5.62 | | 1 |
| 6 | SE Ottawa | S Ottawa | 161.00 | 161.00 | Wd Frm/Stl Pl | 1.46 | | 1 |
| 7 | W Gardner | Bull Creek | 161.00 | 161.00 | | 0.26 | | 1 |
| 8 | Underground Lines: | | | | | | | |
| 9 | Midtown | Roe | 161.00 | 161.00 | Ug Const | 5.51 | | 1 |
| 10 | Total 161 Kv | | | | | 335.16 | | 74 |
| 11 | Windfarm | Spearville | 230.00 | 230.00 | Steel Pole | 0.31 | | 1 |
| 12 | Total 230 Kv | | | | | 0.31 | | 1 |
| 13 | Various 66 Kv | | | | | 3.01 | | |
| 14 | Total 66 Kv | | | | | 3.01 | | |
| 15 | Various 33 Kv | | | | | 357.50 | | |
| 16 | Total 33 Kv | | | | | 357.50 | | |
| 17 | Transmission Line Expenses | | | | | | | |
| 18 | Overhead | | | | | | | |
| 19 | Underground | | | | | | | |
| 20 | | | | | | | | |
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| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 1,812.58 | | 194 |

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|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 795M-AL | 76,506 | 506,682 | 583,188 | | | | | 2 |
| 795M-AL | 445,796 | 6,127,636 | 6,573,432 | | | | | 3 |
| 795M-AL | 771,067 | 6,174,426 | 6,945,493 | | | | | 4 |
| 954M-AL | | 3,269,095 | 3,269,095 | | | | | 5 |
| 954M-AL | | 554,941 | 554,941 | | | | | 6 |
| 795M-AL | 456,349 | 2,638,437 | 3,094,786 | | | | | 7 |
| 795M-AL | 3,592 | 580,777 | 584,369 | | | | | 8 |
| 795M-AL | 27,465 | 396,367 | 423,832 | | | | | 9 |
| | 1,780,775 | 20,248,361 | 22,029,136 | | | | | 10 |
| | 52,652 | | 52,652 | | | | | 11 |
| 1192M-AL | 1,348 | 326,387 | 327,735 | | | | | 12 |
| 1192M-AL | 48,173 | 560,559 | 608,732 | | | | | 13 |
| 1192M-AL | 82,960 | 291,126 | 374,086 | | | | | 14 |
| 1192M-AL | 52,016 | 1,665,564 | 1,717,580 | | | | | 15 |
| 1192M-AL | 2,533 | 548,053 | 550,586 | | | | | 16 |
| 1192M-AL | | 171,236 | 171,236 | | | | | 17 |
| 1192M-AL | 228,268 | 1,279,514 | 1,507,782 | | | | | 18 |
| 1192M-AL | 208,401 | 1,044,808 | 1,253,209 | | | | | 19 |
| 1192M-AL | 44,167 | 365,322 | 409,489 | | | | | 20 |
| 1192M-AL | 31,656 | 668,852 | 700,508 | | | | | 21 |
| 795M-AL | | 53,208 | 53,208 | | | | | 22 |
| 1192M-AL | 76,527 | 379,468 | 455,995 | | | | | 23 |
| 1192M-AL | | 77,369 | 77,369 | | | | | 24 |
| 1192M-AL | | 430,933 | 430,933 | | | | | 25 |
| 1192M-AL | 85,667 | 849,433 | 935,100 | | | | | 26 |
| | 79,514 | | 79,514 | | | | | 27 |
| 1192M-AL | | 204,924 | 204,924 | | | | | 28 |
| 1192M-AL | 188,104 | 573,386 | 761,490 | | | | | 29 |
| 1192M-AL | | 60,727 | 60,727 | | | | | 30 |
| | | | | | | | | 31 |
| 1192M-AL | 305,069 | 2,356,886 | 2,661,955 | | | | | 32 |
| 1192M-AL | 313,956 | 2,914,350 | 3,228,306 | | | | | 33 |
| 1192M-AL | 144,576 | 3,618,922 | 3,763,498 | | | | | 34 |
| 1192M-AL | 140,512 | 3,019,365 | 3,159,877 | | | | | 35 |
| | 25,623,471 | 247,325,161 | 272,948,632 | 164,779 | 2,279,630 | 2,414,011 | 4,858,420 | 36 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 1192M-AL | 26,674 | 952,886 | 979,560 | | | | | 1 |
| 1192M-AL | 202,848 | 885,932 | 1,088,780 | | | | | 2 |
| 1192M-AL | | 143,189 | 143,189 | | | | | 3 |
| 556M-AL | 54,414 | 1,682,399 | 1,736,813 | | | | | 4 |
| 556M-AL | 111,599 | 4,147,532 | 4,259,131 | | | | | 5 |
| 795M-AL | 69,438 | 1,501,258 | 1,570,696 | | | | | 6 |
| 795M-AL | 68,625 | 958,821 | 1,027,446 | | | | | 7 |
| | | | | | | | | 8 |
| 795M-AL | 70,936 | 1,864,418 | 1,935,354 | | | | | 9 |
| 1192M-AL | | 462,310 | 462,310 | | | | | 10 |
| 1192M-AL | | 817,929 | 817,929 | | | | | 11 |
| 795M-AL | 2,839 | 25,805 | 28,644 | | | | | 12 |
| 1192M-AL | 1,910,102 | 6,436,424 | 8,346,526 | | | | | 13 |
| 1192M-AL | | 273,908 | 273,908 | | | | | 14 |
| 1192M-AL | 356,681 | 581,325 | 938,006 | | | | | 15 |
| 1192M-AL | 26,316 | 1,213,202 | 1,239,518 | | | | | 16 |
| 1192M-AL | 20,400 | 165,304 | 185,704 | | | | | 17 |
| 1192M-AL | 85,589 | 905,470 | 991,059 | | | | | 18 |
| 1192M-AL | | 151,542 | 151,542 | | | | | 19 |
| 1192M-AL | | 219,013 | 219,013 | | | | | 20 |
| 1192M-AL | 73,499 | 842,923 | 916,422 | | | | | 21 |
| 1192M-AL | | 112,884 | 112,884 | | | | | 22 |
| 1192M-AL | 1,195,041 | 1,204,296 | 2,399,337 | | | | | 23 |
| 1192M-AL | 6 | 15 | 21 | | | | | 24 |
| 1192M-AL | 122,386 | 1,441,771 | 1,564,157 | | | | | 25 |
| 1192M-AL | | 244,264 | 244,264 | | | | | 26 |
| 1192M-AL | | 112,511 | 112,511 | | | | | 27 |
| 1192M-AL | 76,838 | 1,089,378 | 1,166,216 | | | | | 28 |
| 1192M-AL | 37,215 | 1,140,396 | 1,177,611 | | | | | 29 |
| 1192M-AL | 77,428 | 84,905 | 162,333 | | | | | 30 |
| 1192M-AL | | 381,686 | 381,686 | | | | | 31 |
| 1192M-AL | 112,393 | 450,485 | 562,878 | | | | | 32 |
| 1192M-AL | 44,957 | 360,450 | 405,407 | | | | | 33 |
| 1192M-AL | 95,111 | 574,894 | 670,005 | | | | | 34 |
| 1192M-AL | 188,750 | 411,620 | 600,370 | | | | | 35 |
| | 25,623,471 | 247,325,161 | 272,948,632 | 164,779 | 2,279,630 | 2,414,011 | 4,858,420 | 36 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 1192M-AL | | 514,888 | 514,888 | | | | | 1 |
| 1192M-AL | 822,714 | 3,539,571 | 4,362,285 | | | | | 2 |
| 1192M-AL | 134,856 | 811,837 | 946,693 | | | | | 3 |
| 1192M-AL | 845,342 | 1,300,546 | 2,145,888 | | | | | 4 |
| 1192M-AL | 197,910 | 581,293 | 779,203 | | | | | 5 |
| 1192M-AL | | 204,426 | 204,426 | | | | | 6 |
| 1192M-AL | 12,198 | 1,446,958 | 1,459,156 | | | | | 7 |
| 1192M-AL | 31,708 | 1,200,858 | 1,232,566 | | | | | 8 |
| 1192M-AL | 19,393 | 992,620 | 1,012,013 | | | | | 9 |
| 1192M-AL | | 490,453 | 490,453 | | | | | 10 |
| | 29,156 | 248,484 | 277,640 | | | | | 11 |
| 1192M-AL | | 48,266 | 48,266 | | | | | 12 |
| 1192M-AL | 9 | 4 | 13 | | | | | 13 |
| 1192M-AL | | 122,935 | 122,935 | | | | | 14 |
| 1192M-AL | | 229,104 | 229,104 | | | | | 15 |
| 1192M-AL | 5,970 | 1,113,462 | 1,119,432 | | | | | 16 |
| 1192M-AL | 51,926 | 443,901 | 495,827 | | | | | 17 |
| 1192M-AL | 80,782 | 694,157 | 774,939 | | | | | 18 |
| 1192M-AL | 24,504 | 418,989 | 443,493 | | | | | 19 |
| | 9,372,652 | 67,704,289 | 77,076,941 | | | | | 20 |
| | 458,508 | 14,995,982 | 15,454,490 | | | | | 21 |
| | 458,508 | 14,995,982 | 15,454,490 | | | | | 22 |
| | 300,726 | 13,254,994 | 13,555,720 | | | | | 23 |
| | 300,726 | 13,254,994 | 13,555,720 | | | | | 24 |
| | | | | | | | | 25 |
| 2500M-CO | | 535,502 | 535,502 | | | | | 26 |
| 2500M-CO | | 995,631 | 995,631 | | | | | 27 |
| 2500M-CO | | 1,218,806 | 1,218,806 | | | | | 28 |
| 2500M-CO | | 1,063,478 | 1,063,478 | | | | | 29 |
| 2500M-CO | | 1,350,708 | 1,350,708 | | | | | 30 |
| 2500M-CO | | 148,974 | 148,974 | | | | | 31 |
| | | 5,313,099 | 5,313,099 | | | | | 32 |
| | | | | | | | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | 25,623,471 | 247,325,161 | 272,948,632 | 164,779 | 2,279,630 | 2,414,011 | 4,858,420 | 36 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
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TRANSMISSION LINE STATISTICS (Continued)

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8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
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| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 795M-AL | 207,326 | 3,047,361 | 3,254,687 | | | | | 1 |
| 795M-AL | 37,478 | 263,871 | 301,349 | | | | | 2 |
| 795M-AL | 369,948 | 9,786,441 | 10,156,389 | | | | | 3 |
| 954M-AL | 681,536 | 13,261,894 | 13,943,430 | | | | | 4 |
| 954M-AL | | 803,493 | 803,493 | | | | | 5 |
| 954M-AL | | 559,252 | 559,252 | | | | | 6 |
| 954M-AL | 447,286 | 1,684,026 | 2,131,312 | | | | | 7 |
| 954M-AL | 1,313,316 | 4,324,929 | 5,638,245 | | | | | 8 |
| 954M-AL | 1,135,735 | 1,320,248 | 2,455,983 | | | | | 9 |
| 954M-AL | | 75,237 | 75,237 | | | | | 10 |
| 954M-AL | | 369,569 | 369,569 | | | | | 11 |
| | 355 | 103,731 | 104,086 | | | | | 12 |
| | 4,192,980 | 35,600,052 | 39,793,032 | | | | | 13 |
| 1192M-AL | 1,783 | 24,020 | 25,803 | | | | | 14 |
| 1192M-AL | 7,793 | 306,456 | 314,249 | | | | | 15 |
| 1192M-AL | 43,596 | 234,725 | 278,321 | | | | | 16 |
| 1192M-AL | 113,727 | 466,594 | 580,321 | | | | | 17 |
| 556M-AL | 280,583 | 2,614,432 | 2,895,015 | | | | | 18 |
| | 17,541 | | 17,541 | | | | | 19 |
| 1192M-AL | 159,387 | 787,316 | 946,703 | | | | | 20 |
| 1192M-AL | 10,350 | 233,736 | 244,086 | | | | | 21 |
| 1192M-AL | 9,967 | 94,796 | 104,763 | | | | | 22 |
| 1192M-AL | 58,747 | 734,929 | 793,676 | | | | | 23 |
| 1192M-AL | 39,850 | 898,636 | 938,486 | | | | | 24 |
| 1192M-AL | 70,033 | 2,104,293 | 2,174,326 | | | | | 25 |
| 397M-AL | 27,346 | 1,598,597 | 1,625,943 | | | | | 26 |
| 336M-AL | 50,149 | 7,041,905 | 7,092,054 | | | | | 27 |
| 397M-AL | 32,288 | 1,385,256 | 1,417,544 | | | | | 28 |
| 477M-AL | 341,849 | 581,281 | 923,130 | | | | | 29 |
| 795M-AL | 130,229 | 316,318 | 446,547 | | | | | 30 |
| 1192M-AL | 362,037 | 699,200 | 1,061,237 | | | | | 31 |
| 1192M-AL | 178,955 | 1,169,247 | 1,348,202 | | | | | 32 |
| 1192M-AL | | 283,606 | 283,606 | | | | | 33 |
| 954M-AL | | 26,461 | 26,461 | | | | | 34 |
| 1192M-AL | 82,697 | 534,891 | 617,588 | | | | | 35 |
| | 25,623,471 | 247,325,161 | 272,948,632 | 164,779 | 2,279,630 | 2,414,011 | 4,858,420 | 36 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
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TRANSMISSION LINE STATISTICS (Continued)

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8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 1192M-AL | 151,667 | 226,775 | 378,442 | | | | | 1 |
| 1192M-AL | 77,465 | 105,989 | 183,454 | | | | | 2 |
| 1192M-AL | 443,416 | 808,963 | 1,252,379 | | | | | 3 |
| 1192M-AL | 4,753 | 174,943 | 179,696 | | | | | 4 |
| 1192M-AL | 128,482 | 913,258 | 1,041,740 | | | | | 5 |
| 1192M-AL | 19,114 | 516,447 | 535,561 | | | | | 6 |
| 1192M-AL | 33,616 | 2,591,007 | 2,624,623 | | | | | 7 |
| 1192M-AL | 105,478 | 136,435 | 241,913 | | | | | 8 |
| 1192M-AL | 123,083 | 432,663 | 555,746 | | | | | 9 |
| 1192M-AL | 253,076 | 469,613 | 722,689 | | | | | 10 |
| 1192M-AL | 166,187 | 674,120 | 840,307 | | | | | 11 |
| 556M-AL | 8,588 | 67,273 | 75,861 | | | | | 12 |
| 1192M-AL | | 405,443 | 405,443 | | | | | 13 |
| 1192M-AL | 591,458 | 3,694,152 | 4,285,610 | | | | | 14 |
| 1192M-AL | 353,000 | 1,924,670 | 2,277,670 | | | | | 15 |
| 1192M-AL | | 571,565 | 571,565 | | | | | 16 |
| 1192M-AL | | 1,432,904 | 1,432,904 | | | | | 17 |
| 1192M-AL | 301,786 | 3,644,673 | 3,946,459 | | | | | 18 |
| 1192M-AL | 2,838 | 390,654 | 393,492 | | | | | 19 |
| 1192M-AL | 4,647 | 843,349 | 847,996 | | | | | 20 |
| 954M-AL | 430,140 | 3,464,497 | 3,894,637 | | | | | 21 |
| 954M-AL | 175,242 | 1,358,783 | 1,534,025 | | | | | 22 |
| 1192M-AL | | 1,034,092 | 1,034,092 | | | | | 23 |
| 1192M-AL | 368,060 | 1,753,723 | 2,121,783 | | | | | 24 |
| 1192M-AL | 235,117 | 977,135 | 1,212,252 | | | | | 25 |
| 1192M-AL | | 31,755 | 31,755 | | | | | 26 |
| 1192M-AL | 1,382,519 | 920,621 | 2,303,140 | | | | | 27 |
| 1192M-AL | 26,805 | 702,929 | 729,734 | | | | | 28 |
| 1192M-AL | | 310,977 | 310,977 | | | | | 29 |
| 1192M-AL | 80,554 | 439,181 | 519,735 | | | | | 30 |
| 1192M-AL | | 300,706 | 300,706 | | | | | 31 |
| 1192M-AL | | 820,623 | 820,623 | | | | | 32 |
| 1192M-AL | 11,139 | 571,623 | 582,762 | | | | | 33 |
| 1192M-AL | | 562,714 | 562,714 | | | | | 34 |
| 1192M-AL | 381,708 | 2,559,953 | 2,941,661 | | | | | 35 |
| | 25,623,471 | 247,325,161 | 272,948,632 | 164,779 | 2,279,630 | 2,414,011 | 4,858,420 | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 954M-AL | | 222,129 | 222,129 | | | | | 1 |
| 1192M-AL | 629,412 | 2,929,962 | 3,559,374 | | | | | 2 |
| 1192M-AL | | 67 | 67 | | | | | 3 |
| 1192M-AL | 241,093 | 628,541 | 869,634 | | | | | 4 |
| 1192M-AL | 241,093 | 3,183,851 | 3,424,944 | | | | | 5 |
| 1192M-AL | | 444,155 | 444,155 | | | | | 6 |
| 954M-AL | | 90,512 | 90,512 | | | | | 7 |
| | | | | | | | | 8 |
| 2500M-CO | | 721,097 | 721,097 | | | | | 9 |
| | 8,990,443 | 66,191,217 | 75,181,660 | | | | | 10 |
| 1192M-AL | | 401,068 | 401,068 | | | | | 11 |
| | | 401,068 | 401,068 | | | | | 12 |
| | | 415,977 | 415,977 | | | | | 13 |
| | | 415,977 | 415,977 | | | | | 14 |
| | 527,387 | 23,200,122 | 23,727,509 | | | | | 15 |
| | 527,387 | 23,200,122 | 23,727,509 | | | | | 16 |
| | | | | | | | | 17 |
| | | | | 164,779 | 2,355,800 | 2,414,011 | 4,934,590 | 18 |
| | | | | | -76,170 | | -76,170 | 19 |
| | | | | | | | | 20 |
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| | 25,623,471 | 247,325,161 | 272,948,632 | 164,779 | 2,279,630 | 2,414,011 | 4,858,420 | 36 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.

2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | No Transmission Lines Added | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
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| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | TOTAL | | | | | | |



APPENDIX A - Page 85 of 524

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
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| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 10-Birmingham | AC Distribution | 161.00 | 13.00 | |
| 2 | 7th & Milwaukee, Clay Co, Mo. | | | | |
| 3 | 11-Barry | AC Distribution | 161.00 | 13.00 | |
| 4 | Tiffany Springs Rd, Platte Co, Mo. | | | | |
| 5 | 12-Brookridge | AC Distribution | 161.00 | 13.00 | |
| 6 | 10001 W. 103rd St, Johnson Co, Ks. | | | | |
| 7 | 13-Shawnee | AC Distribution | 161.00 | 13.00 | |
| 8 | 12501 W. 51st St, Johnson Co, Ks. | | | | |
| 9 | 15-Grand Avenue | AC Distribution | 161.00 | 13.00 | |
| 10 | 2nd & Grand Ave, Jackson Co, Mo. | | | | |
| 11 | 15W-Grand Avenue West | AC Distribution | 161.00 | 13.00 | |
| 12 | 115 Grand Avenue, Jackson Co, MO | | | | |
| 13 | 16-Stilwell | AC Transmission | 345.00 | 161.00 | 13.00 |
| 14 | 6300 W. 191st St, Johnson Co, Ks. | AC Distribution | 161.00 | 13.00 | |
| 15 | 17-Navy | AC Distribution | 161.00 | 13.00 | |
| 16 | 115 N. Main St, Jackson Co, Mo. | | | | |
| 17 | 19-Riley | AC Distribution | 161.00 | 13.00 | |
| 18 | 12100 Metcalf Ave, Johnson Co, Ks. | | | | |
| 19 | 20-Reeder | AC Distribution | 161.00 | 13.00 | |
| 20 | 7545 Reeder Rd, Johnson Co, Ks. | | | | |
| 21 | 22-Switzer | AC Distribution | 161.00 | 13.00 | |
| 22 | 9900 W. 127th St, Johnson Co, Ks. | | | | |
| 23 | 23-Southtown | AC Distribution | 161.00 | 13.00 | |
| 24 | 8627 Troost Ave, Jackson Co, Mo. | | | | |
| 25 | 24-Crosstown | AC Distribution | 161.00 | 13.00 | |
| 26 | 1801 Cherry, Jackson Co, Mo. | | | | |
| 27 | 25-Glasgow | AC Distribution | 34.00 | 13.00 | |
| 28 | 819 2nd St, Howard Co, Mo. | | | | |
| 29 | 27-Avondale | AC Distribution | 161.00 | 13.00 | |
| 30 | 3150 Walker Rd, Clay Co, Mo. | | | | |
| 31 | 28-Sweet Springs | AC Distribution | 34.00 | 13.00 | |
| 32 | Broadway & Oak St, Saline Co, Mo. | | | | |
| 33 | 29-Lenexa | AC Distribution | 161.00 | 13.00 | |
| 34 | 15730 W. 95th St, Johnson Co, Ks. | | | | |
| 35 | 30-Swope | AC Distribution | 161.00 | 13.00 | |
| 36 | 6330 E. 63rd St Tfwy, Jackson Co, Mo. | | | | |
| 37 | 31-Forest | AC Distribution | 161.00 | 13.00 | |
| 38 | 1105 E. 61st St, Jackson Co, Mo. | | | | |
| 39 | 35-Loma Vista | AC Distribution | 161.00 | 13.00 | |
| 40 | 6620 E. 91st St, Jackson Co, Mo. | | | | |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
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4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 37-Terrace | AC Distribution | 161.00 | 13.00 | |
| 2 | 1837 Terrace St, Jackson Co, Mo. | | | | |
| 3 | 38-Oxford | AC Distribution | 161.00 | 13.00 | |
| 4 | 14540 Antioch Rd, Johnson Co, Ks. | | | | |
| 5 | 39-Tiffany | AC Distribution | 161.00 | 13.00 | |
| 6 | NW of I-29 & Hwy 152, Platte Co, Mo. | | | | |
| 7 | 41-Olathe | AC Distribution | 161.00 | 13.00 | |
| 8 | Olathe-Martin City Rd, Johnson Co, Ks. | | | | |
| 9 | 42-Brunswick | AC Transmission | 161.00 | 34.00 | 13.00 |
| 10 | U.S. Hwy 24, Chariton Co, Mo. | AC Distribution | 34.00 | 13.00 | |
| 11 | 44-Chouteau | AC Distribution | 161.00 | 13.00 | |
| 12 | 1400 Chouteau, Jackson Co, Mo. | | | | |
| 13 | 46-South Ottawa | AC Transmission | 161.00 | 34.00 | |
| 14 | N. I-35 & W. U.S.-59, Franklin Co, Ks. | AC Distribution | 34.00 | 13.00 | |
| 15 | 47-Overland Park | AC Distribution | 161.00 | 13.00 | |
| 16 | 9521 W. 88th St, Johnson Co, Ks. | | | | |
| 17 | 48-Tomahawk | AC Distribution | 161.00 | 13.00 | |
| 18 | 910 W. 103rd St, Jackson Co, Mo. | | | | |
| 19 | 49-Weatherby | AC Distribution | 161.00 | 13.00 | |
| 20 | 45 Hwy & Garden Rd, Platte Co, Mo. | | | | |
| 21 | 50-Kenilworth | AC Distribution | 161.00 | 13.00 | |
| 22 | 4601 W. 90th Terr, Johnson Co, Ks. | | | | |
| 23 | 51-Cedar Creek | AC Distribution | 161.00 | 13.00 | |
| 24 | K-7 & K-10 Highways, Johnson Co, Ks. | | | | |
| 25 | 52-Claycomo | AC Distribution | 161.00 | 13.00 | |
| 26 | Ravena Rd, E. U.S.-69, Clay Co, Mo. | | | | |
| 27 | 53-Blue Valley | AC Distribution | 161.00 | 13.00 | |
| 28 | 7801 U.S.-24, Jackson Co, Mo. | | | | |
| 29 | 55-Paola | AC Transmission | 161.00 | 34.00 | |
| 30 | 32808 Lone Star Road, Miami County, KS | | | | |
| 31 | 56-Hickman | AC Distribution | 161.00 | 13.00 | |
| 32 | 11500 Grandview Rd, Jackson Co, Mo. | | | | |
| 33 | 57-Courtney | AC Distribution | 69.00 | 13.00 | |
| 34 | Barry & Baker Rd, Jackson Co, Mo. | | | | |
| 35 | 61-Leeds | AC Distribution | 161.00 | 13.00 | |
| 36 | 4210 Raytown Rd, Jackson Co, Mo. | | | | |
| 37 | 63-Line Creek | AC Distribution | 161.00 | 13.00 | |
| 38 | 3810 N.W. 64th St, Platte Co, Mo. | | | | |
| 39 | 64-Nashua | AC Transmission | 345.00 | 161.00 | |
| 40 | 169 Hwy & NW 132nd St, Clay Co, Mo | | | | |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
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SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
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4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 65-Antioch | AC Distribution | 161.00 | 13.00 | |
| 2 | 9608 W. 167th St, Johnson Co, Ks. | | | | |
| 3 | 66-Martin City | AC Distribution | 161.00 | 13.00 | |
| 4 | 13701 Wyandotte, Jackson Co, Mo. | | | | |
| 5 | 67-Lakeview | AC Distribution | 34.00 | 13.00 | |
| 6 | 1/4 Mi S of Louisburg on Metcalf, Miami Co, Ks. | | | | |
| 7 | 68-Roeland Park | AC Distribution | 161.00 | 13.00 | |
| 8 | 4702 Roe Blvd, Johnson Co, Ks. | | | | |
| 9 | 69-Moonlight | AC Distribution | 161.00 | 13.00 | |
| 10 | 17508 Moonlight Rd, Johnson Co, Ks. | | | | |
| 11 | 70-Shoal Creek | AC Distribution | 161.00 | 13.00 | |
| 12 | 8500 N Brighton, North KC, Clay Co, Mo. | | | | |
| 13 | 71-Randolph | AC Distribution | 161.00 | 13.00 | |
| 14 | Birmingham & Eldon Rds, Clay Co, Mo. | | | | |
| 15 | 72-Craig | AC Transmission | 345.00 | 161.00 | 13.00 |
| 16 | 10859 Woodland Rd, Johnson Co, Ks. | | | | |
| 17 | 73-Centennial | AC Distribution | 161.00 | 13.00 | |
| 18 | Popular Ridge Rd, Miami Co, Ks. | | | | |
| 19 | 74-Northeast GSU - Units 11-18 | AC Transmission | 13.00 | 161.00 | |
| 20 | 2000 River Front Rd, Jackson Co, Mo. | AC Distribution | 161.00 | 13.00 | |
| 21 | 75-Midtown | AC Distribution | 161.00 | 13.00 | |
| 22 | 1223 E. 48th St, Jackson Co, Mo. | | | | |
| 23 | 78-Gladstone | AC Distribution | 161.00 | 13.00 | |
| 24 | 2101 E. 72nd St North, Clay Co, Mo. | AC Transmission | 161.00 | 69.00 | |
| 25 | 79-Blue Mills | AC Distribution | 161.00 | 69.00 | 13.00 |
| 26 | Atherton & Courtney Rds, Ja Co, Mo. | AC Distribution | 161.00 | 13.00 | |
| 27 | 81-West Gardner | AC Transmission | 345.00 | 161.00 | 13.00 |
| 28 | 18827 Dillie Rd, Johnson Co, Ks. | AC Transmission | 161.00 | 34.00 | |
| 29 | 82-Murlen | AC Distribution | 161.00 | 13.00 | |
| 30 | 15900 W. 159th St, Johnson Co, Ks. | | | | |
| 31 | 83-Salisbury | AC Transmission | 161.00 | 34.00 | 13.00 |
| 32 | U.S.-24 & Mo.Hwy-5, Chariton Co, Mo. | AC Transmission | 161.00 | 34.00 | |
| 33 | 84-Bunker Ridge | AC Distribution | 161.00 | 13.00 | |
| 34 | 10001 Marion Park Dr, Jackson Co, Mo. | | | | |
| 35 | 86-Blue Springs | AC Distribution | 69.00 | 13.00 | |
| 36 | Mo.Hwy-7 & Truman Rd, Jackson Co, Mo. | | | | |
| 37 | 90-College | AC Distribution | 161.00 | 13.00 | |
| 38 | 16300 W. 110th St, Johnson Co, Ks. | | | | |
| 39 | 91-Merriam | AC Distribution | 161.00 | 13.00 | |
| 40 | 6412 Carter St, Johnson Co, Ks. | | | | |

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| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 93-Shawnee Mission | AC Distribution | 161.00 | 13.00 | |
| 2 | 65th & Lackman Rd, Johnson Co, Ks. | | | | |
| 3 | 94-North Kansas City | AC Distribution | 161.00 | 13.00 | |
| 4 | 840 Swift St, Clay Co, Mo. | | | | |
| 5 | 95-Norton | AC Transmission | 161.00 | 34.00 | |
| 6 | Missouri Highway-O, Saline Co, Mo. | | | | |
| 7 | 96-Hawthorn | AC Transmission | | | |
| 8 | 8700 Hawthorne Rd, Jackson Co, Mo. | | | | |
| 9 | Hawthorn GSU - Unit 5 | AC Transmission | 21.00 | 161.00 | |
| 10 | Hawthorn GSU - Unit 6 | AC Transmission | 16.00 | 161.00 | |
| 11 | Hawthorn GSU - Unit 9 | AC Transmission | 13.00 | 161.00 | |
| 12 | Hawthorn Bank 1 | AC Transmission | 66.00 | 13.00 | |
| 13 | Hawthorn Bank 2 & 32 | AC Distribution | 161.00 | 13.00 | |
| 14 | Hawthorn Bank 11 & 12 | AC Transmission | 159.00 | 66.00 | |
| 15 | Hawthorn Bank 20 | AC Transmission | 161.00 | 345.00 | 21.00 |
| 16 | Hawthorn Bank 22 | AC Transmission | 161.00 | 345.00 | 13.00 |
| 17 | 98-Riverside | AC Distribution | 161.00 | 13.00 | |
| 18 | 4101 N. Tillison Lane, Platte Co, Mo. | AC Distribution | 69.00 | 13.00 | |
| 19 | 104-Carrollton | AC Transmission | 161.00 | 34.00 | |
| 20 | N.E. of Carrollton, Carrol Co, Mo. | AC Distribution | 34.00 | 13.00 | |
| 21 | 108-Centerville | AC Transmission | 161.00 | 34.00 | |
| 22 | W. of Centerville, Linn Co, Ks. | | | | |
| 23 | 112-Montrose Station | AC Transmission | | | |
| 24 | Montrose Station, Henry Co, Mo. | | | | |
| 25 | Montrose Station GSU - Unit 1 | AC Transmission | 22.00 | 161.00 | |
| 26 | Montrose Station GSU - Unit 2 | AC Transmission | 22.00 | 161.00 | |
| 27 | Montrose Station GSU - Unit 3 | AC Transmission | 22.00 | 161.00 | |
| 28 | 113-Wagstaff | AC Transmission | 161.00 | 34.00 | |
| 29 | 247th St, W. of 69 Hwy, Miami Co, Ks. | | | | |
| 30 | 114-Lackman | AC Distribution | 161.00 | 13.00 | |
| 31 | 19407 Lackman Rd, Johnson Co, Ks. | | | | |
| 32 | 115-Redel | AC Distribution | 161.00 | 13.00 | |
| 33 | 4409 W 159th St. Johnson Co, Ks. | | | | |
| 34 | 117-Bucyrus | AC Distribution | 161.00 | 13.00 | |
| 35 | 21801 Antioch Road, Miami Co, Ks | | | | |
| 36 | 118-Duncan | AC Transmission | 161.00 | 69.00 | |
| 37 | 2200 N.E. Duncan Rd, Jackson Co, Mo. | AC Distribution | 161.00 | 13.00 | |
| 38 | 121-North Louisburg | AC Distribution | 161.00 | 13.00 | |
| 39 | N. of Louisburg, Miami Co, Ks. | | | | |
| 40 | 125-Pflumm | AC Distribution | 161.00 | 13.00 | |

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|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS

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| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Pflumm & Marshall Dr, Johnson Co, Ks. | | | | |
| 2 | 127-South Waverly | AC Transmission | 161.00 | 69.00 | |
| 3 | S. of Waverly, Lafayette Co, Mo. | AC Transmission | 161.00 | 34.00 | |
| 4 | 128-Quarry | AC Distribution | 161.00 | 13.00 | |
| 5 | 24651 W. Hwy 56, Johnson Co, Ks. | | | | |
| 6 | 132-Cedar Niles | AC Distribution | 161.00 | 13.00 | |
| 7 | 22046 Cedar Niles Rd, Miami Co, Ks. | | | | |
| 8 | 136-Malta Bend | AC Distribution | 161.00 | 13.00 | |
| 9 | 65 & 127 Hwy, Saline Co, Mo. | | | | |
| 10 | 137-Pleasant Valley | AC Transmission | 161.00 | 34.00 | |
| 11 | N. of 68 Hwy, Miami Co, Ks. | | | | |
| 12 | 139-Troost | AC Distribution | 161.00 | 13.00 | |
| 13 | 2935 Forest Ave, Jackson Co, Mo | | | | |
| 14 | 161-BNSF | AC Distribution | 161.00 | 13.00 | |
| 15 | 32880 W 191st, Johnson Co, Ks | | | | |
| 16 | 472-Baldwin | AC Distribution | 34.00 | 13.00 | |
| 17 | S. of Baldwin, Douglas Co, Ks. | | | | |
| 18 | 474-Linn Valley | AC Distribution | 34.00 | 13.00 | |
| 19 | N. of K-152 & 69 Hwy, Linn Co, Ks. | | | | |
| 20 | 478-Michigan Valley | AC Distribution | 34.00 | 13.00 | |
| 21 | S. of Michigan Valley, Osage Co, Ks. | | | | |
| 22 | 482-Chiles | AC Distribution | 34.00 | 13.00 | |
| 23 | 69 Hwy & Cleveland-Chiles Rd, Mi. Co, Ks. | | | | |
| 24 | 484-Walmart | AC Distribution | 34.00 | 13.00 | |
| 25 | E. of I-35 on K-68, Franklin Co, Ks. | | | | |
| 26 | 498-Plummer | AC Distribution | 69.00 | 13.00 | |
| 27 | 2301 S Liberty Pkwy, Clay Co, Mo | | | | |
| 28 | 650-Tina Pipeline | AC Distribution | 34.00 | 4.00 | |
| 29 | Keystone Pumping Stn near Tina, Carrol Co, Mo | | | | |
| 30 | 651-Salisbury Pipeline | AC Distribution | 34.00 | 4.00 | |
| 31 | Keystone Pumping Stn Near Salisbury, Chariton Co, | | | | |
| 32 | 652-LaCygne Lake | AC Transmission | 69.00 | 34.00 | |
| 33 | E. 220 Rd & Young Rd, Linn Co, Ks. | | | | |
| 34 | 704-La Cygne GSU - Unit 1& 2 | AC Transmission | | | |
| 35 | East side of LaCygne Station, Linn Co, Ks. | | | | |
| 36 | La Cygne Station GSU - Unit 1 | AC Transmission | 22.00 | 345.00 | |
| 37 | La Cygne Station GSU - Unit 2 | AC Transmission | 22.00 | 345.00 | |
| 38 | La Cygne Station Switch Yard | AC Transmission | 345.00 | 69.00 | |
| 39 | 705-Iatan | AC Transmission | | | |
| 40 | Iatan Station, Platte Co, Mo. | | | | |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Iatan GSU - Unit 1 | AC Transmission | 22.00 | 345.00 | |
| 2 | Iatan GSU - Unit 2 | AC Transmission | 24.50 | 345.00 | |
| 3 | Iatan North Switch Yard | AC Transmission | 345.00 | 161.00 | |
| 4 | Iatan South Switch Yard U2 | AC Transmission | 345.00 | | |
| 5 | Iatan Station Switch Yard Addition | AC Transmission | 22.00 | 345.00 | |
| 6 | 706-Wolf Creek GSU | AC Transmission | 25.00 | 345.00 | |
| 7 | Wolf Creek Station, Coffey Co, Ks. | | | | |
| 8 | 707-Levee GSU - Units 7 & 8 | AC Transmission | 13.00 | 161.00 | |
| 9 | Hawthorn Station, Jackson Co, Mo. | | | | |
| 10 | 708-Bull Creek GSU - Units 1, 2, 3 & 4 | AC Transmission | 13.00 | 161.00 | |
| 11 | 18827 Dillie Rd, Gardner, Johnson Co, Ks. | | | | |
| 12 | 709-Osawatomie GSU - Unit 1 | AC Transmission | 13.00 | 161.00 | |
| 13 | 32808 Lone Star Rd, Miami Co, Ks. | | | | |
| 14 | 716-Spearville Windfarm | AC Transmission | | | |
| 15 | Spearville, Ford Co, Ks. | | | | |
| 16 | Spearville WT GSU 1-67 | AC Transmission | 0.60 | 34.00 | |
| 17 | (Windfarm Sw-Yard 2006) | AC Transmission | 34.00 | 230.00 | |
| 18 | Spearville WT GSU 68-99 | AC Transmission | 0.60 | 34.00 | |
| 19 | (Expand WF Sw-Yard 2010) | AC Transmission | 34.00 | 230.00 | |
| 20 | 2148-Liberty South (MOPUB Owned Sub) | AC Transmission | 161.00 | 69.00 | |
| 21 | 2000 Birmingham Rd, Liberty, Clay Co, Mo. | | | | |
| 22 | 42-Small Company-Owned Substations | AC Distribution | | | |
| 23 | with less than 10 MVA capacity. | | | | |
| 24 | | | | | |
| 25 | 139 -Total Company-Owned Substations | | 17003.70 | 7660.00 | 112.00 |
| 26 | 26 Transmission Substations | AC Transmission | | | |
| 27 | 113 Distribution Substations | AC Distribution | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | Notes: | | | | |
| 33 | 1. All Substations are unattended unless | | | | |
| 34 | otherwise specified by an * in column (i) | | | | |
| 35 | 2. Voltage is in KV (Kilo-Volts) | | | | |
| 36 | 3. Capacity is in MVA (Mega-Volt-Amps) | | | | |
| 37 | 4. Ten Transmission Substations include | | | | |
| 38 | Generator Step-Up Transformers = GSU | | | | |
| 39 | 5. Company Owned (CO) Single Customer | | | | |
| 40 | Substations are not included. | | | | |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 50 | 2 | | | | | 1 |
| | | | | | | 2 |
| 97 | 3 | | | | | 3 |
| | | | | | | 4 |
| 200 | 4 | | | | | 5 |
| | | | | | | 6 |
| 50 | 2 | | | | | 7 |
| | | | | | | 8 |
| 160 | 2 | | | | | 9 |
| | | | | | | 10 |
| 50 | 1 | | | | | 11 |
| | | | | | | 12 |
| 1100 | 2 | | | | | 13 |
| 34 | 1 | | | | | 14 |
| 34 | 1 | | | | | 15 |
| | | | | | | 16 |
| 174 | 5 | | | | | 17 |
| | | | | | | 18 |
| 67 | 2 | | | | | 19 |
| | | | | | | 20 |
| 127 | 4 | | | | | 21 |
| | | | | | | 22 |
| 165 | 5 | | | | | 23 |
| | | | | | | 24 |
| 206 | 4 | | | | | 25 |
| | | | | | | 26 |
| 19 | 2 | | | | | 27 |
| | | | | | | 28 |
| 190 | 4 | | | | | 29 |
| | | | | | | 30 |
| 19 | 2 | | | | | 31 |
| | | | | | | 32 |
| 134 | 3 | | | | | 33 |
| | | | | | | 34 |
| 60 | 2 | | | | | 35 |
| | | | | | | 36 |
| 134 | 3 | | | | | 37 |
| | | | | | | 38 |
| 114 | 3 | | | | | 39 |
| | | | | | | 40 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 101 | 3 | | | | | 1 |
| | | | | | | 2 |
| 131 | 4 | | | | | 3 |
| | | | | | | 4 |
| 92 | 3 | | | | | 5 |
| | | | | | | 6 |
| 201 | 5 | | | | | 7 |
| | | | | | | 8 |
| 17 | 1 | | | | | 9 |
| 9 | 1 | | | | | 10 |
| 33 | 1 | | | | | 11 |
| | | | | | | 12 |
| 97 | 3 | 1 | | | | 13 |
| 14 | 2 | | | | | 14 |
| 88 | 3 | | | | | 15 |
| | | | | | | 16 |
| 117 | 3 | | | | | 17 |
| | | | | | | 18 |
| 134 | 3 | | | | | 19 |
| | | | | | | 20 |
| 206 | 4 | | | | | 21 |
| | | | | | | 22 |
| 97 | 3 | | | | | 23 |
| | | | | | | 24 |
| 180 | 4 | | | | | 25 |
| | | | | | | 26 |
| 240 | 4 | 1 | | | | 27 |
| | | | | | | 28 |
| 67 | 2 | | | | | 29 |
| | | | | | | 30 |
| 117 | 3 | | | | | 31 |
| | | | | | | 32 |
| 17 | 3 | | | | | 33 |
| | | | | | | 34 |
| 156 | 3 | | | | | 35 |
| | | | | | | 36 |
| 97 | 3 | | | | | 37 |
| | | | | | | 38 |
| 650 | 1 | | | | | 39 |
| | | | | | | 40 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 67 | 2 | | | | | 1 |
| | | | | | | 2 |
| 97 | 3 | | | | | 3 |
| | | | | | | 4 |
| 19 | 2 | | | | | 5 |
| | | | | | | 6 |
| 134 | 3 | | | | | 7 |
| | | | | | | 8 |
| 60 | 2 | | | | | 9 |
| | | | | | | 10 |
| 67 | 2 | | | | | 11 |
| | | | | | | 12 |
| 64 | 2 | | | | | 13 |
| | | | | | | 14 |
| 1500 | 3 | | | | | 15 |
| | | | | | | 16 |
| 64 | 2 | | | | | 17 |
| | | | | | | 18 |
| 507 | 4 | | | | | 19 |
| 207 | 5 | | | | | 20 |
| 198 | 4 | | | | | 21 |
| | | | | | | 22 |
| 150 | 3 | | | | | 23 |
| | | 1 | | | | 24 |
| 80 | 1 | | | | | 25 |
| 20 | 1 | | | | | 26 |
| 600 | 1 | 1 | | | | 27 |
| 25 | 1 | | | | | 28 |
| 131 | 4 | | | | | 29 |
| | | | | | | 30 |
| 30 | 1 | | | | | 31 |
| 50 | 2 | | | | | 32 |
| 45 | 2 | | | | | 33 |
| | | | | | | 34 |
| 10 | 3 | 1 | | | | 35 |
| | | | | | | 36 |
| 134 | 4 | | | | | 37 |
| | | | | | | 38 |
| 156 | 3 | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 97 | 3 | | | | | 1 |
| | | | | | | 2 |
| 113 | 3 | | | | | 3 |
| | | | | | | 4 |
| 17 | 1 | | | | | 5 |
| | | | | | | 6 |
| | | | | | | 7 |
| | | | | | | 8 |
| 650 | 1 | 1 | | | | 9 |
| 200 | 1 | | | | | 10 |
| 147 | 1 | | | | | 11 |
| | | 1 | | | | 12 |
| 160 | 2 | | | | | 13 |
| 60 | 2 | | | | | 14 |
| 500 | 1 | | | | | 15 |
| 550 | 1 | | | | | 16 |
| 53 | 2 | | | | | 17 |
| | | 1 | | | | 18 |
| 67 | 2 | 1 | | | | 19 |
| 4 | 1 | | | | | 20 |
| 50 | 2 | | | | | 21 |
| | | | | | | 22 |
| | | | | | | 23 |
| | | | | | | 24 |
| 210 | 1 | 1 | | | | 25 |
| 195 | 1 | | | | | 26 |
| 220 | 1 | | | | | 27 |
| 25 | 1 | | | | | 28 |
| | | | | | | 29 |
| 34 | 1 | | | | | 30 |
| | | | | | | 31 |
| 64 | 2 | | | | | 32 |
| | | | | | | 33 |
| 67 | 2 | | | | | 34 |
| | | | | | | 35 |
| 60 | 1 | | | | | 36 |
| 33 | 1 | | | | | 37 |
| 34 | 1 | | | | | 38 |
| | | | | | | 39 |
| 67 | 2 | | | | | 40 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| | | | | | | 1 |
| 20 | 1 | | | | | 2 |
| 25 | 1 | | | | | 3 |
| 67 | 2 | | | | | 4 |
| | | | | | | 5 |
| 67 | 2 | | | | | 6 |
| | | | | | | 7 |
| 80 | 1 | | | | | 8 |
| | | | | | | 9 |
| 30 | 1 | | | | | 10 |
| | | | | | | 11 |
| 30 | 1 | | | | | 12 |
| | | | | | | 13 |
| 34 | 1 | | | | | 14 |
| | | | | | | 15 |
| 14 | 2 | 1 | | | | 16 |
| | | | | | | 17 |
| 19 | 2 | | | | | 18 |
| | | | | | | 19 |
| 17 | 2 | | | | | 20 |
| | | | | | | 21 |
| 19 | 2 | | | | | 22 |
| | | | | | | 23 |
| 19 | 2 | | | | | 24 |
| | | | | | | 25 |
| 15 | 1 | | | | | 26 |
| | | | | | | 27 |
| 22 | 1 | | | | | 28 |
| | | | | | | 29 |
| 22 | 1 | 1 | | | | 30 |
| | | | | | | 31 |
| 30 | 1 | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| 970 | 1 | 1 | | | | 36 |
| 850 | 1 | | | | | 37 |
| 30 | 3 | 1 | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas City Power & Light Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 724 | 1 | | | | | 1 |
| 1110 | 3 | 1 | | | | 2 |
| 650 | 1 | | | | | 3 |
| | | | | | | 4 |
| | | | | | | 5 |
| 1245 | 3 | | | | | 6 |
| | | | | | | 7 |
| 200 | 2 | | | | | 8 |
| | | | | | | 9 |
| 400 | 4 | | | | | 10 |
| | | | | | | 11 |
| 100 | 1 | | | | | 12 |
| | | | | | | 13 |
| | | | | | | 14 |
| | | | | | | 15 |
| 117 | 67 | 1 | | | | 16 |
| 125 | 1 | | | | | 17 |
| 56 | 32 | | | | | 18 |
| 180 | 1 | | | | | 19 |
| 60 | 1 | | | | | 20 |
| | | | | | | 21 |
| 229 | 88 | 12 | | | | 22 |
| | | | | | | 23 |
| | | | | | | 24 |
| 21713 | 450 | 28 | | | | 25 |
| 14516 | | | | | | 26 |
| 7197 | | | | | | 27 |
| | | | | | | 28 |
| | | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

FOOTNOTE DATA

***Schedule Page: 426.2 Line No.: 19 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 9 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 10 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 11 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 25 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 26 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 27 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.4 Line No.: 36 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.4 Line No.: 37 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 1 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 2 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 6 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 6 Column: f***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 8 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 10 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 12 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 16 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 18 Column: a***
This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 26 Column: a***
Transmission Substations with Generator Step-Up Transformers have "GSU" indicated on the individual line items.

20160418-8097 FERC PDF (Unofficial) 04/18/2016

THIS FILING IS

Item 1: [X] An Initial (Original) Submission OR [ ] Resubmission No. ____

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| KCP&L Greater Missouri Operations Company | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION From (a) | DESIGNATION To (b) | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) Operating (c) | VOLTAGE (KV) Designed (d) | Type of Supporting Structure (e) | LENGTH (Pole miles) (In the case of underground lines report circuit miles) On Structure of Line Designated (f) | LENGTH On Structures of Another Line (g) | Number Of Circuits (h) |
|---|---|---|---|---|---|---|---|---|
| 1 | Overton | Stillwell | 345.00 | 345.00 | h frame wp | 57.96 | | 1 |
| 2 | Iatan Tap | Iatan | 345.00 | 345.00 | steel poles | 9.17 | | 1 |
| 3 | Camp Clark 161 Sub | Nevada 161 Sub | 161.00 | 161.00 | h frame wp | 15.00 | | 1 |
| 4 | Archie Sub 026 | Adrian Sub 014 | 161.00 | 161.00 | h frame wp | 11.33 | | 1 |
| 5 | Clinton Sub 824 | Sedalia West Sub 764 | 161.00 | 161.00 | h frame wp | 37.20 | | 1 |
| 6 | Sedalia West Sub 764 | Overton Interc. | 161.00 | 161.00 | h frame wp | 43.05 | | 1 |
| 7 | Sibley Plant Sub 820 | Western Electric Sub 912 | 161.00 | 161.00 | h frame wp | 28.76 | | 1 |
| 8 | Sibley Plant Sub 820 | Sibley 345 Sub 821 | 161.00 | 161.00 | h frame wp | 1.19 | | 1 |
| 9 | Adrian Sub 014 | Nevada 161 Sub 555 | 161.00 | 161.00 | h frame wp | 37.68 | | 1 |
| 10 | Nashua Sub 548 | Smithville 161 Sub 823 | 161.00 | 161.00 | h frame wp | 2.29 | | 1 |
| 11 | Prairie Lee Sub 680 | Archie Jct Sub 026 | 161.00 | 161.00 | h frame wp | 30.27 | | 1 |
| 12 | Sibley Plant Sub 820 | Nashua Sub 548 | 161.00 | 161.00 | h frame wp | 27.54 | | 1 |
| 13 | Sedalia - Overton Line 008 | Sedalia E Sub 766 | 161.00 | 161.00 | h frame wp dc | 1.73 | | 2 |
| 14 | Smithville Sub 823 | KCI Sub 370 | 161.00 | 161.00 | h frame wp | 9.94 | | 1 |
| 15 | KCI Sub 370 | Ferrelview 161 Sub 216 | 161.00 | 161.00 | singe wp | 4.61 | | 1 |
| 16 | Raytown #1 Sub 702 | Blue Springs E Sub 064 | 161.00 | 161.00 | single wp | 12.01 | | 1 |
| 17 | Belton South Sub 038 | South Harper Sub 826 | 161.00 | 161.00 | h frame sp | 9.09 | | 1 |
| 18 | Oak Grove Sub 589 | Odessa Sub 591 | 161.00 | 161.00 | h frame wp | 10.33 | | 1 |
| 19 | Blue Springs E Sub 064 | Oak Grove Sub 589 | 161.00 | 161.00 | singe wp | 6.65 | | 1 |
| 20 | Greenwood E. C. Sub 284 | Greenwood E.C. | 161.00 | 161.00 | h frame wp | 0.32 | | 1 |
| 21 | Smithville - KCI Line 016 | Platte City 161 Sub 658 | 161.00 | 161.00 | h frame wp dc | 2.98 | | 2 |
| 22 | Longview Rd. Sub 426 | Grandview E. Sub 267 | 161.00 | 161.00 | h frame wp | 6.02 | | 1 |
| 23 | Grandview E Sub 267 | Martin City Sub 270 | 161.00 | 161.00 | single wp | 4.92 | | 1 |
| 24 | Ferrelview Sub 216 | Roanridge Sub 740 | 161.00 | 161.00 | single wp | 7.07 | | 1 |
| 25 | Platte City Sub 658 | KP&L Stranger Creek Sub | 161.00 | 161.00 | h frame wp | 18.03 | | 1 |
| 26 | Lexington Sub 440 | Odessa Sub 591 | 161.00 | 161.00 | single sp | 14.86 | | 1 |
| 27 | Lexington 161 Sub 440 | Sibley Plant Sub 820 | 161.00 | 161.00 | h frame wp | 28.09 | | 1 |
| 28 | Pleasant Hill 663 | Raytown #1 Sub 702 | 161.00 | 161.00 | h frame wp | 26.75 | | 1 |
| 29 | Western Electric Jct. | Western Electric Sub 912 | 161.00 | 161.00 | single wp | 2.01 | | 1 |
| 30 | Odessa Sub 591 | Warrensburg East Sub 890 | 161.00 | 161.00 | h frame sp | 26.00 | | 1 |
| 31 | Sedalia West Sub 764-WAFB | Warrensburg East Sub 890 | 161.00 | 161.00 | single dc sp | 27.64 | | 1 |
| 32 | Belton South Sub 038 | Martin City Sub 270 | 161.00 | 161.00 | single sp | 9.54 | | 1 |
| 33 | Smithville | Pope Lane | 161.00 | 161.00 | single sp | 5.00 | | 1 |
| 34 | Alabama | Nashua | 161.00 | 161.00 | h frame sp | 16.31 | | 1 |
| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 1,608.24 | 46.16 | 55 |

# TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | | | | | | | | |
| 2 | 69,000 volt lines | | 69.00 | 69.00 | single dc sp | | 35.17 | |
| 3 | Interconnected Co. System | | 69.00 | 161.00 | h frame wp | 136.60 | 6.47 | |
| 4 | | | 69.00 | 69.00 | all wp H&S | 307.53 | 2.49 | |
| 5 | | | 69.00 | 69.00 | underground | 0.22 | | |
| 6 | | | | | | | | |
| 7 | 34,500 volt lines | | 34.50 | 69.00 | all wp H&S | 82.00 | | |
| 8 | Interconnected Co. System | | 34.50 | 34.50 | all wp H&S | 202.27 | | |
| 9 | Transmission Line Expenses | | | | | | | |
| 10 | Overhead | | | | | | | |
| 11 | Underground | | | | | | | |
| 12 | | | | | | | | |
| 13 | | | | | | | | |
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| 15 | | | | | | | | |
| 16 | | | | | | | | |
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| 33 | | | | | | | | |
| 34 | | | | | | | | |
| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 1,608.24 | 46.16 | 55 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | Circuits (h) |
| 1 | MPS Total | | | | | 1,279.96 | 44.13 | 36 |
| 2 | Edgerton, MO | NE State Line | 345.00 | 345.00 | H-Frame W | 62.34 | | 1 |
| 3 | Iatan, S.E.S. | St. Joseph Sub | 345.00 | 345.00 | H-Frame W | 31.65 | | 1 |
| 4 | KCP&L Tie | Lake Road Sub | 345.00 | 345.00 | H-Frame W/Sgl | 1.32 | | 1 |
| 5 | Lake Road | Iowa State Line | 161.00 | 161.00 | H-Frame W | 75.38 | 1.60 | 1 |
| 6 | St. Joseph | Cook Sub | 161.00 | 161.00 | Sgl Pole W | 4.60 | | 1 |
| 7 | Cook | Lake Road Sub | 161.00 | 161.00 | Sgl Pole W | 6.76 | | 1 |
| 8 | Maryville 161 Sub | N.W. Coop Sub | 161.00 | 161.00 | Sgl Pole W | 0.48 | | 1 |
| 9 | Alabama | Nashua | 161.00 | 161.00 | H-Frame W | 14.83 | | 1 |
| 10 | Edmond Street | Maryville Sub | 69.00 | 69.00 | Sgl Pole W | 44.88 | 0.43 | 1 |
| 11 | Hwy 71 Tap | Brown's Curve | 69.00 | 69.00 | Sgl Pole W | 14.35 | | 1 |
| 12 | Tarkio | Maryville Sub | 69.00 | 69.00 | Sgl Pole W | 32.00 | | 1 |
| 13 | Fillmore St. | Maryville Sub | 69.00 | 69.00 | Sgl Pole W | 1.72 | | 1 |
| 14 | American Oil Sub | Hwy 71 Tap | 69.00 | 69.00 | Sgl Pole W | 0.46 | | 1 |
| 15 | Fillmore St. Sub | Maryville Tap | 69.00 | 69.00 | Sgl Pole W | 1.18 | | 1 |
| 16 | Brown's Curve | Craig | 69.00 | 69.00 | Sgl Pole W | 14.38 | | 1 |
| 17 | Midway Sub | Hwy 71 Tap | 69.00 | 69.00 | Sgl Pole W | 0.53 | | 1 |
| 18 | Craig | Tarkio | 69.00 | 69.00 | Sgl Pole W | 17.67 | | 1 |
| 19 | Midway Sub | American Oil | 69.00 | 69.00 | Sgl Pole W | 0.05 | | 1 |
| 20 | Midway Tap | Midway Sub | 161.00 | 161.00 | Sgl Pole W | 3.70 | | 1 |
| 21 | Transmission Line Expenses | | | | | | | |
| 22 | Overhead | | | | | | | |
| 23 | Underground | | | | | | | |
| 24 | | | | | | | | |
| 25 | | | | | | | | |
| 26 | | | | | | | | |
| 27 | | | | | | | | |
| 28 | | | | | | | | |
| 29 | | | | | | | | |
| 30 | | | | | | | | |
| 31 | | | | | | | | |
| 32 | | | | | | | | |
| 33 | SJLP Total | | | | | 328.28 | 2.03 | 19 |
| 34 | | | | | | | | |
| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 1,608.24 | 46.16 | 55 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 2-795MCM | 497,314 | 7,243,861 | 7,741,175 | | | | | 1 |
| 795MCM | | 1,794,938 | 1,794,938 | | | | | 2 |
| 795MCM | 231,674 | 2,415,298 | 2,646,972 | | | | | 3 |
| 795MCM | 35,776 | 1,478,143 | 1,513,919 | | | | | 4 |
| 795MCM | 133,442 | 6,000,190 | 6,133,632 | | | | | 5 |
| 795MCM | 75,138 | 1,962,503 | 2,037,641 | | | | | 6 |
| 795MCM | 1,363,771 | 9,019,420 | 10,383,191 | | | | | 7 |
| 2-795MCM | 8,422 | 158,567 | 166,989 | | | | | 8 |
| 795MCM | 159,767 | 1,411,154 | 1,570,921 | | | | | 9 |
| 795MCM | 114,566 | 286,155 | 400,721 | | | | | 10 |
| 795MCM | 507,596 | 5,735,917 | 6,243,513 | | | | | 11 |
| 795MCM | 799,327 | 2,360,662 | 3,159,989 | | | | | 12 |
| 795MCM | 10,182 | 219,945 | 230,127 | | | | | 13 |
| 795MCM | 315,960 | 1,004,114 | 1,320,074 | | | | | 14 |
| 795MCM | 346,672 | 169,208 | 515,880 | | | | | 15 |
| 795MCM | 504,333 | 1,345,289 | 1,849,622 | | | | | 16 |
| 2-795MCM | 69,301 | 14,151,491 | 14,220,792 | | | | | 17 |
| 795MCM | 173,231 | 674,087 | 847,318 | | | | | 18 |
| 795MCM | 94,028 | 1,575,006 | 1,669,034 | | | | | 19 |
| 477MCM | | 43,864 | 43,864 | | | | | 20 |
| 795MCM | 160,172 | 280,517 | 440,689 | | | | | 21 |
| 795MCM | 382,225 | 866,713 | 1,248,938 | | | | | 22 |
| 795MCM | 212,267 | 754,696 | 966,963 | | | | | 23 |
| 795MCM | 54,889 | 688,347 | 743,236 | | | | | 24 |
| 1192MCM | 911,486 | 3,536,931 | 4,448,417 | | | | | 25 |
| 795MCM | 254,247 | 2,273,534 | 2,527,781 | | | | | 26 |
| 477MCM | 148,332 | 1,706,898 | 1,855,230 | | | | | 27 |
| 795MCM | 700,665 | 11,579,394 | 12,280,059 | | | | | 28 |
| 795MCM | 17,379 | 167,205 | 184,584 | | | | | 29 |
| 795MCM | 345,649 | 5,582,079 | 5,927,728 | | | | | 30 |
| 795MCM | 121,816 | 7,036,252 | 7,158,068 | | | | | 31 |
| 795MCM | 1,823,248 | 6,466,805 | 8,290,053 | | | | | 32 |
| 795MCM | 408,847 | 4,389,357 | 4,798,204 | | | | | 33 |
| VARIOUS | 2,820 | 654,089 | 656,909 | | | | | 34 |
| | | | | | | | | 35 |
| | 14,623,561 | 187,031,487 | 201,655,048 | 136,044 | 2,071,037 | 740,340 | 2,947,421 | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| | | | | | | | | 2 |
| | 1,226,594 | 36,219,616 | 37,446,210 | | | | | 3 |
| | | | | | | | | 4 |
| | | | | | | | | 5 |
| | | | | | | | | 6 |
| | | | | | | | | 7 |
| | 438,480 | 15,747,208 | 16,185,688 | | | | | 8 |
| | | | | | | | | 9 |
| | | | | 81,950 | 1,706,527 | 13,600 | 1,802,077 | 10 |
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| | | | | | | | | 35 |
| | 14,623,561 | 187,031,487 | 201,655,048 | 136,044 | 2,071,037 | 740,340 | 2,947,421 | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | 12,649,616 | 156,999,453 | 169,649,069 | 81,950 | 1,706,527 | 13,600 | 1,802,077 | 1 |
| 2-795 ACSR | 79,965 | 4,406,310 | 4,486,275 | | | | | 2 |
| 2-795 ACSR | 1,055,746 | 2,558,146 | 3,613,892 | | | | | 3 |
| 397.5 ACSR | 3,901 | 539,399 | 543,300 | | | | | 4 |
| 1192.5 ACSR | 451,793 | 10,838,964 | 11,290,757 | | | | | 5 |
| 1192.5 ACSR | 26,798 | 571,262 | 598,060 | | | | | 6 |
| 1192.5 ACSR | 9,355 | 1,066,869 | 1,076,224 | | | | | 7 |
| 795 ACSR | 27 | 1,937,923 | 1,937,950 | | | | | 8 |
| VARIOUS | 32,190 | 574,166 | 606,356 | | | | | 9 |
| VARIOUS | 208,935 | 2,440,128 | 2,649,063 | | | | | 10 |
| 3/0 ACSR | 7,669 | 933,583 | 941,252 | | | | | 11 |
| 3/0 ACSR | 14,746 | 2,011,003 | 2,025,749 | | | | | 12 |
| 3/0 ACSR | 2,112 | 95,980 | 98,092 | | | | | 13 |
| 397.5 ACSR | | 28,575 | 28,575 | | | | | 14 |
| VARIOUS | 801 | 99,227 | 100,028 | | | | | 15 |
| 3/0 ACSR | 3,878 | 762,784 | 766,662 | | | | | 16 |
| 397.5 ACSR | | 23,755 | 23,755 | | | | | 17 |
| 3/0 ACSR | 9,545 | 821,337 | 830,882 | | | | | 18 |
| 397.5 ACSR | | 1,583 | 1,583 | | | | | 19 |
| 397.5 ACSR | 66,484 | 321,040 | 387,524 | | | | | 20 |
| | | | | | | | | 21 |
| | | | | 54,094 | 364,510 | 726,740 | 1,145,344 | 22 |
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| | 1,973,945 | 30,032,034 | 32,005,979 | 54,094 | 364,510 | 726,740 | 1,145,344 | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | 14,623,561 | 187,031,487 | 201,655,048 | 136,044 | 2,071,037 | 740,340 | 2,947,421 | 36 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| 20160418-8097 FERC PDF (Unofficial) 04/18/2016<br>KCP&L Greater Missouri Operations Company | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/18/2016 | End of 2015/Q4 |

TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.

2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | No New Lines Added for | | | | | | |
| 2 | 2015 | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
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| 44 | TOTAL | | | | | | |



APPENDIX A - Page 107 of 524

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
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SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
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| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 118-Duncan Road | AC Distribution | 161.00 | 12.00 | |
| 2 | 30111 East Duncan Road, Jackson Co, Mo | | | | |
| 3 | 142-North Congress | AC Distribution | 161.00 | 25.00 | |
| 4 | 7598 NW 109th Street, Jackson Co, Mo | | | | |
| 5 | 203-Adrian | AC Distribution | 161.00 | 12.00 | |
| 6 | 1400 Road 12002, Bates Co, Mo | AC Distribution | 161.00 | 25.00 | |
| 7 | 204-Appleton City | AC Transmission | 69.00 | 34.00 | 2.40 |
| 8 | 13005 NW HWY 52, St Clair Co, Mo | AC Distribution | 69.00 | 12.00 | |
| 9 | 209-Belton South | AC Transmission | 161.00 | 69.00 | |
| 10 | 403 S. Mullen Rd., Cass Co, Mo | AC Distribution | 161.00 | 12.00 | |
| 11 | | AC Distribution | 69.00 | 12.00 | |
| 12 | 213-Blue Springs West | AC Distribution | 161.00 | 12.00 | |
| 13 | 5114 U.S. 40 Hwy East, Jackson Co, Mo | | | | |
| 14 | 214-Blue Springs East | AC Distribution | 161.00 | 12.00 | |
| 15 | 529 SE AA Hwy, Jackson Co, Mo | | | | |
| 16 | 215-Blue Springs South | AC Distribution | 161.00 | 12.00 | |
| 17 | 27406 E Wyatt Rd., Jackson Co, Mo | | | | |
| 18 | 221-Clinton Green St | AC Distribution | 69.00 | 12.00 | |
| 19 | 908 E Green Street, Henry Co, Mo | | | | |
| 20 | 223-Clinton Plant | AC Transmission | 69.00 | 34.00 | 2.40 |
| 21 | 1000 N. 3rd Street, Henry Co, Mo | AC Distribution | 69.00 | 12.00 | |
| 22 | 224-Clinton 161 | AC Transmission | 161.00 | 69.00 | |
| 23 | 931 E Gaines Drive, Henry Co, Mo | | | | |
| 24 | 226-Cole Camp Junction | AC Transmission | 69.00 | 34.00 | 2.40 |
| 25 | 14869 Centerline Ave, Benton Co, Mo | | | | |
| 26 | 228-Concordia 69 | AC Transmission | 69.00 | 34.00 | 2.40 |
| 27 | 5968 Runge Rd, Lafayette Co, Mo | AC Distribution | 69.00 | 12.00 | |
| 28 | 238-Ferrelview 161 | AC Distribtuion | 161.00 | 25.00 | |
| 29 | 12151 N Pomona Ave, Platte Co, Mo | | | | |
| 30 | 240-Frost Road | AC Distribution | 161.00 | 12.00 | |
| 31 | 12621 Frost Road, Jackson Co, Mo | | | | |
| 32 | 245-Grain Valley | AC Distribution | 161.00 | 12.00 | |
| 33 | 33259 RD Mize Rd, Jackson Co, Mo | | | | |
| 34 | 246-Grandview East | AC Distribution | 161.00 | 12.00 | |
| 35 | 13491 Byars Road, Jackson Co, Mo | | | | |
| 36 | 247-Grandview West | AC Distribution | 69.00 | 8.00 | |
| 37 | 13700 Arrington Rd, Jackson Co, Mo | | | | |
| 38 | 248-Grandview City | AC Distribution | 69.00 | 8.00 | |
| 39 | 1515 E 133 Street, Jackson Co, Mo | | | | |
| 40 | | | | | |

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| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 250-Greenwood Energy Center | AC Transmission | 13.00 | 161.00 | |
| 2 | 14015 S Smart Rd, Jackson Co, Mo | | | | |
| 3 | 251-Honeywell | AC Distribution | 161.00 | 12.00 | |
| 4 | 14500 Botts Rd, Jackson Co, Mo | | | | |
| 5 | 252-Harris Road | AC Distribution | 161.00 | 12.00 | |
| 6 | 15400 S. Harris Road, Jackson Co, Mo | | | | |
| 7 | 253-Hallmark | AC Distribution | 161.00 | 12.00 | |
| 8 | 2097 N. Whiteburn, Clay Co, Mo | | | | |
| 9 | 258-Harrisonville 161 | AC Transmission | 161.00 | 69.00 | |
| 10 | 24013 E 275th Street, Cass Co, Mo | | | | |
| 11 | 264-Hook Road | AC Distribution | 161.00 | 12.00 | |
| 12 | 2972 SW M-291 Hwy, Jackson Co, Mo | | | | |
| 13 | 270-KCI | AC Distribution | 161.00 | 12.00 | |
| 14 | 970 Tel Aviv, Platte Co, Mo | | | | |
| 15 | 271-KC South | AC Distribution | 161.00 | 12.00 | |
| 16 | 10528 View High Drive, Jackson Co, Mo | | | | |
| 17 | 274-Kelsey-Hayes | AC Distribution | 67.00 | 4.00 | |
| 18 | 22493 Main Street Rd, Pettis Co, Mo | | | | |
| 19 | 277-Lake Winnebago | AC Distribution | 161.00 | 12.00 | |
| 20 | 15712 Allendale Lake Rd., Cass Co, Mo | | | | |
| 21 | 278-Lamar | AC Transmission | 69.00 | 34.00 | |
| 22 | 98 NW 10th Road, Barton Co, Mo | | | | |
| 23 | 281-Lakewood | AC Distribution | 161.00 | 12.00 | |
| 24 | 6200 Lee's Summit Road, Jackson Co, Mo | | | | |
| 25 | 282-Lee's Summit East | AC Distribution | 161.00 | 12.00 | |
| 26 | 531 SE Blackwell Rd., Jackson Co, Mo | | | | |
| 27 | 283-Longview 161 | AC Transmission | 161.00 | 69.00 | |
| 28 | 1601 SW Longview Rd, Jackson Co, Mo | AC Distribution | 161.00 | 12.00 | |
| 29 | 285-Lexington 69 | AC Distribution | 69.00 | 12.00 | |
| 30 | 110 SW Blvd, Lafayette Co, Mo | AC Distribution | 69.00 | 4.00 | |
| 31 | 286-Lexington 161 | AC Transmission | 161.00 | 69.00 | |
| 32 | 1355 Marshall School Rd, Lafayette Co, Mo | | | | |
| 33 | 290-Liberty 69- Moss Street | AC Distribution | 69.00 | 12.00 | |
| 34 | 950 S. 291 Hwy, Clay Co, Mo | | | | |
| 35 | 291-Liberty West | AC Distribution | 161.00 | 12.00 | |
| 36 | 10402 NE Mid Continent Drive, Clay Co, Mo | | | | |
| 37 | 292-Liberty South | AC Distribution | 161.00 | 12.00 | |
| 38 | West Ruth Ewing & Birmingham Rd, Clay Co, Mo | | | | |
| 39 | 297-Martin City East | AC Transmission | 161.00 | 69.00 | |
| 40 | 1100 E 139th Street, Jackson Co, Mo | | | | |

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| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 300-Metz | AC Transmission | 69.00 | 34.00 | 2.40 |
| 2 | Vernon Co, Mo | | | | |
| 3 | 306-Nevada 69 | AC Distribution | 69.00 | 12.00 | |
| 4 | 1311 West Hunter Street, Vernon Co, Mo | | | | |
| 5 | 307-Nevada 3M | AC Distribution | 69.00 | 12.00 | |
| 6 | Vernon Co, Mo | | | | |
| 7 | 308-Nevada 161 | AC Trasmission | 161.00 | 69.00 | |
| 8 | Nevada 161 GSU | AC Transmission | 13.00 | 69.00 | |
| 9 | Vernon Co, Mo | | | | |
| 10 | 311-Oak Grove 161 | AC Distribution | 161.00 | 12.00 | |
| 11 | 1200 SW 15th St, Jackson Co, Mo | | | | |
| 12 | 312-Odessa 161 | AC Transmission | 161.00 | 69.00 | |
| 13 | 702 South 9th St, Lafayette Co, Mo | | | | |
| 14 | 314-Osceola 161 | AC Transmission | 161.00 | 34.00 | |
| 15 | St. Clair Co, Mo | | | | |
| 16 | 316-Peculiar | AC Distribution | 161.00 | 12.00 | |
| 17 | 9707 E ST RT YY, Cass Co, Mo | | | | |
| 18 | 317-Peculiar 345 | AC Transmission | 345.00 | 161.00 | 13.80 |
| 19 | 8901 E 203rd St., Cass Co, Mo | | | | |
| 20 | 319-Platte City 161 | AC Distribution | 161.00 | 25.00 | |
| 21 | 15055 Bethel Rd., Platte Co, Mo | | | | |
| 22 | 320-Pleasant Hill | AC Transmission | 345.00 | 161.00 | 13.80 |
| 23 | Pleasant Hill | AC Transmission | 161.00 | 69.00 | |
| 24 | 25107 175th Street, Cass Co, Mo | AC Distribution | 69.00 | 12.00 | |
| 25 | 321-Pope Lane | AC Transmission | 161.00 | 25.00 | |
| 26 | Clay Co, Mo | AC Distribution | 161.00 | 14.00 | |
| 27 | 322-Post Oak | AC Transmission | 69.00 | 34.00 | 2.40 |
| 28 | 1271 SE 13 Hwy, Johnson Co, Mo | | | | |
| 29 | 325-Prairie Lee | AC Distribution | 161.00 | 12.00 | |
| 30 | 24008 E Colbern Rd, Jackson Co, Mo | | | | |
| 31 | 326-Ralph Green Plant | AC Transmission | | | |
| 32 | 101 Front Street, Cass Co, Mo | | | | |
| 33 | Ralph Green Plant Unit 1 & 2 GSU | AC Transmission | 13.20 | 69.00 | |
| 34 | Ralph Green Plant Unit 3 GSU | AC Transmission | 12.00 | 69.00 | |
| 35 | Ralph Green Plant | AC Transmission | 69.00 | 34.00 | 2.40 |
| 36 | Ralph Green Plant | AC Distribution | 69.00 | 12.00 | |
| 37 | 327-Raymore 69 | AC Distribution | 69.00 | 12.00 | |
| 38 | 1034 Madison, Cass Co, Mo | | | | |
| 39 | 328-Raymore North | AC Distribution | 161.00 | 12.00 | |
| 40 | 11500 East 155th Street, Jackson Co, Mo | | | | |

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|---|---|---|---|---|---|
| 1 | 330-Raytown #1 | AC Distribution | 161.00 | 12.00 | |
| 2 | 5901 Woodson Rd, Jackson Co, Mo | | | | |
| 3 | 333-Richmond 161 | AC Distribution | 161.00 | 12.00 | |
| 4 | 882 E South Street, Ray Co, Mo | | | | |
| 5 | 337-Roanridge | AC Transmission | 161.00 | 69.00 | |
| 6 | 10115 NW Old Stagecoach Road, Platte Co, Mo | | | | |
| 7 | 341-Sedalia West | AC Transmission | 161.00 | 69.00 | |
| 8 | 3975 HWY Y, Pettis Co, Mo | AC Distribution | 161.00 | 12.00 | |
| 9 | 342-Sedalia East | AC Transmission | 161.00 | 12.00 | |
| 10 | 26279 Griesen Rd., Pettis Co, Mo | | | | |
| 11 | 347-Sedalia Plant | AC Distribution | 69.00 | 12.00 | |
| 12 | 850 S Ingram, Pettis Co, Mo | | | | |
| 13 | 350-Sheldon | AC Distribution | 67.00 | 13.00 | |
| 14 | Vernon Co, Mo | | | | |
| 15 | 351-Sibley Plant | AC Transmission | | | |
| 16 | 33200 E . Johnson Road, Jackson Co, Mo | | | | |
| 17 | Sibley Plant Unit 3 GSU | AC Transmission | 22.00 | 161.00 | |
| 18 | Sibley Plant Unit 1 & 2 GSU | AC Transmission | 13.00 | 69.00 | |
| 19 | Sibley Plant | AC Transmission | 161.00 | 69.00 | |
| 20 | Sibley Plant | AC Distribution | 69.00 | 12.00 | |
| 21 | 353-Sibley 345 | AC Transmission | 345.00 | 161.00 | 13.80 |
| 22 | 34900 E. Twiehaus, Jackson Co, Mo | | | | |
| 23 | 355-Smithville 161 | AC Distribution | 161.00 | 13.80 | |
| 24 | 1614 S Commercial Ave, Clay Co, Mo | | | | |
| 25 | 356-South Harper | AC Transmission | 161.00 | 69.00 | |
| 26 | 24400 South Harper Street, Cass Co, Mo | | | | |
| 27 | 359-Staley Road | AC Distribution | 69.00 | 12.00 | |
| 28 | 10405 N Woodland Ave, Clay Co, Mo | | | | |
| 29 | 361-Strother Road | AC Distribution | 161.00 | 12.00 | |
| 30 | 3001 NE Hagan Rd., Jackson Co, Mo | | | | |
| 31 | 365-Trenton Plant | AC Distribution | | | |
| 32 | 614 E 10 Street, Grundy Co, Mo | | | | |
| 33 | Trenton Plant | AC Transmission | 69.00 | 34.00 | 2.40 |
| 34 | Trenton Plant | AC Distribution | 69.00 | 4.00 | |
| 35 | Trenton Plant | AC Distribution | 69.00 | 12.00 | |
| 36 | 366-Turner Road | AC Distribution | 161.00 | 12.00 | |
| 37 | 302 Turner Road, Cass Co, Mo | | | | |
| 38 | 367-American Air (formerly TWA) | AC Distribution | 161.00 | 12.00 | |
| 39 | 9200 NW 112th St, Platte Co, Mo | | | | |
| 40 | 372-Warrensburg Plant | AC Distribution | 69.00 | 12.00 | |

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|---|---|---|---|---|---|
| 1 | 301 W Pine St., Johnson Co, Mo | AC Distribution | 69.00 | 4.00 | |
| 2 | | | | | |
| 3 | 373-Warrensburg East | AC Transmission | | | |
| 4 | 300 Devasher, Johnson Co, Mo | | | | |
| 5 | Warrensburg East | AC Transmission | 161.00 | 69.00 | |
| 6 | Warrensburg East | AC Distribution | 69.00 | 12.00 | |
| 7 | Warrensburg East | AC Distribution | 161.00 | 12.00 | |
| 8 | 374-Warsaw 161 | AC Transmission | 161.00 | 69.00 | |
| 9 | 29018 Old Hwy 65, Benton Co, Mo | | | | |
| 10 | 375-Warsaw 69 | AC Distribution | 69.00 | 12.00 | |
| 11 | 1199 E Main, Benton Co, Mo | | | | |
| 12 | 376-Western Electric | AC Distribution | 161.00 | 12.00 | |
| 13 | 300 NW Chipman Rd., Jackson Co, Mo | | | | |
| 14 | 377-Whiteman AFB West | AC Distribution | 161.00 | 12.00 | |
| 15 | 190 Houx Drive, Johnson Co, Mo | | | | |
| 16 | 380-Whiteman AFB East | AC Distribution | 161.00 | 12.00 | |
| 17 | 483 Vandenberg Ave, Johnson Co, Mo | | | | |
| 18 | 381-Windsor | AC Distribution | 161.00 | 12.00 | |
| 19 | 1148 NE Hwy E, Henry Co, Mo | | | | |
| 20 | 438-Weston | AC Distribution | 161.00 | 25.00 | |
| 21 | 18555 Hwy H, Platte Co, Mo | | | | |
| 22 | | | | | |
| 23 | 68 Small Company Owned Substations | AC Distribution | | | |
| 24 | 2 Small Company Owned Substations | AC Transmission | | | |
| 25 | | | | | |
| 26 | 1-Jeffrey Energy Center #1 * | | 26.00 | 230.00 | |
| 27 | 2-Jeffrey Energy Center #2 * | | 26.00 | 345.00 | |
| 28 | 3-Jeffrey Energy Center #3 * | | 26.00 | 7.20 | |
| 29 | 3-Jeffrey Energy Center #3 ** | | 26.00 | | |
| 30 | * Represents 8% ownership of capacity | | | | |
| 31 | 1,500,000kVa | | | | |
| 32 | **Represents 8% ownership of capacity | | | | |
| 33 | 93,334kVa | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | MOPUB TOTAL | | 13457.20 | 3933.00 | 60.60 |
| 37 | | | | | |
| 38 | | | | | |
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|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | 382-Ajax | AC Distribution | 35.00 | 13.00 | |
| 6 | 4920 Ajax Road, Buchanan Co, Mo | | | | |
| 7 | 383-Alabama Street | AC Distribution | 161.00 | 13.00 | |
| 8 | 1502 Alabama St, Buchanan Co, Mo | | | | |
| 9 | 385-Belt Junction | AC Distribution | 35.00 | 13.00 | |
| 10 | 601 South 36th Street, Buchanan Co, Mo | | | | |
| 11 | 386-Brown's Curve | AC Transmission | 67.00 | 35.00 | |
| 12 | 18985 HWY 113, Holt Co, Mo | AC Distribution | 67.00 | 13.00 | |
| 13 | 388-Cook | AC Distribution | 161.00 | 13.00 | |
| 14 | 2201 Cook Road, Buchanan Co, Mo | | | | |
| 15 | 390-East Side | AC Transmission | 161.00 | 35.00 | |
| 16 | 801 North Woodbine Road, Buchanan Co, Mo | AC Distribution | 161.00 | 13.00 | |
| 17 | 391-Edmond Street | AC Transmission | 161.00 | 69.00 | |
| 18 | 106 South 2nd St, Buchanan Co, Mo | AC Transmission | 161.00 | 35.00 | |
| 19 | | AC Distribution | 161.00 | 12.00 | |
| 20 | 394-Filmore | AC Distribution | 67.00 | 13.00 | |
| 21 | 218 W. 5th Street, Nodaway Co, Mo | | | | |
| 22 | 395-Gower | AC Distribution | 35.00 | 13.00 | |
| 23 | 9800 NW 291st Street, Clinton Co, Mo | | | | |
| 24 | 396-Grant City | AC Distribution | 35.00 | 13.00 | |
| 25 | 106 1St Street, Worth Co, Mo | | | | |
| 26 | 397-Hwy 48 | AC Distribution | 35.00 | 13.00 | |
| 27 | 23010 Highway 48, Andrew Co, Mo | | | | |
| 28 | 399-Industrial Park | AC Transmission | 161.00 | 35.00 | |
| 29 | 400-Industrial Park | AC Distribution | 35.00 | 13.00 | |
| 30 | 4502 South 49th St., Buchanan Co, Mo | | | | |
| 31 | 401-Kellogg | AC Transmission | 67.00 | 34.00 | |
| 32 | 9500 Highway 48, Andrew Co, Mo | AC Distribution | 67.00 | 13.00 | |
| 33 | 402-King City | AC Transmission | 35.00 | 13.00 | |
| 34 | 209 Prospect, Gentry Co, Mo | | | | |
| 35 | 404-Lake Road | | | | |
| 36 | 1415 Lower Lake Road, Buchanan Co, Mo | | | | |
| 37 | Lake Road | AC Transmission | 161.00 | 35.00 | 13.00 |
| 38 | Lake Road Unit 4 GSU | AC Transmission | 13.00 | 161.00 | |
| 39 | Lake Road Units 1, 2, 3, 5, 6, 7 GSU | AC Transmission | 13.00 | 35.00 | |
| 40 | Lake Road | AC Distribution | 35.00 | 13.00 | |

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|---|---|---|---|---|---|
| 1 | Lake Road | AC Distribution | 13.00 | 2.00 | |
| 2 | Lake Road | AC Distribution | 13.00 | 4.00 | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | 407-Maryville | | | | |
| 6 | 2411 E. 1st Street, Nodaway Co, Mo | | | | |
| 7 | Maryville | AC Transmission | 161.00 | 67.00 | 13.00 |
| 8 | Maryville | AC Distribution | 161.00 | 13.00 | |
| 9 | Maryville | AC Transmission | 67.00 | 35.00 | 13.00 |
| 10 | Maryville | AC Distribution | 67.00 | 13.00 | |
| 11 | 409-Messanie | AC Distribution | 35.00 | 13.00 | |
| 12 | 1415 Messanie Street, Buchanan Co, Mo | | | | |
| 13 | 410-Midway | AC Transmission | 161.00 | 67.00 | |
| 14 | 10000 County Road 80, Andrew Co, Mo | | | | |
| 15 | 413-Mound City | AC Distribution | 67.00 | 13.00 | |
| 16 | 207 North Street, Holt Co, Mo | | | | |
| 17 | 414-Muddy Creek | AC Distribution | 35.00 | 13.00 | |
| 18 | 11203 NE State Rte 6, Buchanan Co, Mo | | | | |
| 19 | 415-Nodaway | AC Distribution | 67.00 | 13.00 | |
| 20 | 27890 Ivory Road, Nodaway Co, Mo | | | | |
| 21 | 416-Oak Street | AC Disbribution | 35.00 | 13.00 | |
| 22 | 2425 South 2nd Street, Buchanan Co, Mo | | | | |
| 23 | 417-Oregon | AC Distribution | 35.00 | 13.00 | |
| 24 | 407 N Jefferson Street, Holt Co, Mo | | | | |
| 25 | 418-Parnell | AC Distribution | 35.00 | 13.00 | |
| 26 | 40422 200th Street, Nodaway Co, Mo | | | | |
| 27 | 419-Pickering | AC Distribution | 67.00 | 13.00 | |
| 28 | 27730 210th Street, Nodaway Co, Mo | | | | |
| 29 | 421-Quaker Oats | AC Distribution | 35.00 | 13.00 | |
| 30 | 2811 South 11th Street, Buchanan Co, Mo | | | | |
| 31 | 422-Ravenwood | AC Distribution | 35.00 | 13.00 | |
| 32 | 36396 U.S. Hwy 136 Ravenwood, Nodaway Co, Mo | | | | |
| 33 | 424-Rochester | AC Distribution | 35.00 | 13.00 | |
| 34 | 19350 County Road 281, Andrew Co, Mo | | | | |
| 35 | 425-Rosecrans | AC Distribution | 35.00 | 13.00 | |
| 36 | 2410 NW Panigot, Buchanan Co, Mo | | | | |
| 37 | 426-Rushville | AC Distribution | 35.00 | 13.00 | |
| 38 | 16400 SW Old 59 Highway, Buchanan Co, Mo | | | | |
| 39 | 427-Savannah | AC Distribution | 67.00 | 13.00 | |
| 40 | 107 E Price Street, Andrew Co, Mo | | | | |

# SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 429-St Joe | AC Transmission | 345.00 | 161.00 | 13.00 |
| 2 | 13601 County Road 354, Andrew Co, Mo | | | | |
| 3 | 430-Tarkio | AC Distribution | 67.00 | 13.00 | |
| 4 | 912 Pine Street, Atchison Co, Mo | | | | |
| 5 | 432-Wire Rope | AC Distribution | 35.00 | 4.00 | |
| 6 | 613 Main Street, Buchanan Co, Mo | | | | |
| 7 | 433-Woodbine | AC Distribution | 161.00 | 13.00 | |
| 8 | 4121 NE Cook Road, Buchanan Co, Mo | | | | |
| 9 | 434-Worth | AC Distribution | 35.00 | 13.00 | |
| 10 | Worth Co, Mo | | | | |
| 11 | 436-Eastowne | AC Transmission | 345.00 | 161.00 | |
| 12 | 3402 Riverside Terrace, Andrew Co, Mo | AC Distribution | 161.00 | 12.00 | |
| 13 | 705-Iatan | AC Distribution | 35.00 | 13.00 | |
| 14 | 20250 Hwy 45N, Platte Co, Mo | | | | |
| 15 | | | | | |
| 16 | 5 Small Company Owned Substations | AC Distribution | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | SJLP Total | | 4535.00 | 1441.00 | 52.00 |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | | | | | |
| 37 | | | | | |
| 38 | | | | | |
| 39 | | | | | |
| 40 | | | | | |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 30 | 1 | | | | | 1 |
| | | | | | | 2 |
| 30 | 1 | | | | | 3 |
| | | | | | | 4 |
| 13 | 1 | | | | | 5 |
| 30 | 1 | | | | | 6 |
| 9 | 3 | 1 | | | | 7 |
| 10 | 1 | | | | | 8 |
| 100 | 1 | | | | | 9 |
| 30 | 1 | | | | | 10 |
| 50 | 2 | | | | | 11 |
| 50 | 2 | | | | | 12 |
| | | | | | | 13 |
| 75 | 3 | | | | | 14 |
| | | | | | | 15 |
| 60 | 2 | | | | | 16 |
| | | | | | | 17 |
| 31 | 2 | | | | | 18 |
| | | | | | | 19 |
| 13 | 1 | | | | | 20 |
| 31 | 2 | | | | | 21 |
| 225 | 2 | | | | | 22 |
| | | | | | | 23 |
| 14 | 1 | 1 | | | | 24 |
| | | | | | | 25 |
| 15 | 1 | 1 | | | | 26 |
| 25 | 1 | 1 | | | | 27 |
| 100 | 2 | | | | | 28 |
| | | | | | | 29 |
| 84 | 2 | | | | | 30 |
| | | | | | | 31 |
| 30 | 1 | | | | | 32 |
| | | | | | | 33 |
| 55 | 2 | | | | | 34 |
| | | | | | | 35 |
| 40 | 2 | 1 | | | | 36 |
| | | | | | | 37 |
| 19 | 2 | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 280 | 2 | 1 | | | | 1 |
| | | | | | | 2 |
| 60 | 2 | | | | | 3 |
| | | | | | | 4 |
| 25 | 1 | | | | | 5 |
| | | | | | | 6 |
| 50 | 2 | | | | | 7 |
| | | | | | | 8 |
| 100 | 2 | | | | | 9 |
| | | | | | | 10 |
| 55 | 2 | | | | | 11 |
| | | | | | | 12 |
| 50 | 2 | | | | | 13 |
| | | | | | | 14 |
| 55 | 2 | | | | | 15 |
| | | | | | | 16 |
| 28 | 5 | | | | | 17 |
| | | | | | | 18 |
| 50 | 2 | | | | | 19 |
| | | | | | | 20 |
| 11 | 3 | 1 | | | | 21 |
| | | | | | | 22 |
| 50 | 2 | | | | | 23 |
| | | | | | | 24 |
| 90 | 3 | | | | | 25 |
| | | | | | | 26 |
| 100 | 1 | | | | | 27 |
| 75 | 3 | | | | | 28 |
| 40 | 2 | | | | | 29 |
| 4 | 1 | | | | | 30 |
| 50 | 1 | | | | | 31 |
| | | | | | | 32 |
| 60 | 3 | | | | | 33 |
| | | | | | | 34 |
| 85 | 3 | | | | | 35 |
| | | | | | | 36 |
| 55 | 2 | | | | | 37 |
| | | | | | | 38 |
| 50 | 1 | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 14 | 1 | | | | | 1 |
| | | | | | | 2 |
| 45 | 2 | | | | | 3 |
| | | | | | | 4 |
| 40 | 2 | | | | | 5 |
| | | | | | | 6 |
| 100 | 2 | | | | | 7 |
| 25 | 1 | | | | | 8 |
| | | | | | | 9 |
| 50 | 2 | 1 | | | | 10 |
| | | | | | | 11 |
| 33 | 1 | | | | | 12 |
| | | | | | | 13 |
| 30 | 1 | | | | | 14 |
| | | | | | | 15 |
| 30 | 1 | | | | | 16 |
| | | | | | | 17 |
| 400 | 1 | | | | | 18 |
| | | | | | | 19 |
| 60 | 2 | | | | | 20 |
| | | | | | | 21 |
| 400 | 1 | 1 | | | | 22 |
| 100 | 1 | | | | | 23 |
| 1 | 1 | 1 | | | | 24 |
| 50 | 1 | | | | | 25 |
| 20 | 1 | | | | | 26 |
| 14 | 1 | | | | | 27 |
| | | | | | | 28 |
| 50 | 2 | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| 56 | 2 | | | | | 33 |
| 100 | 1 | | | | | 34 |
| 12 | 1 | | | | | 35 |
| 45 | 2 | | | | | 36 |
| 50 | 2 | | | | | 37 |
| | | | | | | 38 |
| 30 | 1 | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 70 | 2 | | | | | 1 |
| | | | | | | 2 |
| 50 | 2 | | | | | 3 |
| | | | | | | 4 |
| 50 | 1 | | | | | 5 |
| | | | | | | 6 |
| 200 | 2 | 1 | | | | 7 |
| 80 | 3 | | | | | 8 |
| 50 | 2 | | | | | 9 |
| | | | | | | 10 |
| 20 | 1 | | | | | 11 |
| | | | | | | 12 |
| 12 | 2 | | | | | 13 |
| | | | | | | 14 |
| | | | | | | 15 |
| | | | | | | 16 |
| 450 | 1 | | | | | 17 |
| 118 | 2 | | | | | 18 |
| 200 | 2 | | | | | 19 |
| 20 | 1 | | | | | 20 |
| 400 | 1 | | | | | 21 |
| | | | | | | 22 |
| 20 | 1 | | | | | 23 |
| | | | | | | 24 |
| 50 | 1 | | | | | 25 |
| | | | | | | 26 |
| 50 | 2 | | | | | 27 |
| | | | | | | 28 |
| 55 | 2 | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| 9 | 1 | | | | | 33 |
| 5 | 1 | | | | | 34 |
| 5 | 1 | | | | | 35 |
| 60 | 2 | | | | | 36 |
| | | | | | | 37 |
| 50 | 2 | | | | | 38 |
| | | | | | | 39 |
| 40 | 2 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 4 | 3 | 1 | | | | 1 |
| | | | | | | 2 |
| | | | | | | 3 |
| | | | | | | 4 |
| 50 | 1 | | | | | 5 |
| 20 | 1 | | | | | 6 |
| 30 | 1 | | | | | 7 |
| 50 | 1 | | | | | 8 |
| | | | | | | 9 |
| 19 | 2 | | | | | 10 |
| | | | | | | 11 |
| 173 | 5 | | | | | 12 |
| | | | | | | 13 |
| 30 | 1 | | | | | 14 |
| | | | | | | 15 |
| 25 | 1 | | | | | 16 |
| | | | | | | 17 |
| 13 | 1 | | | | | 18 |
| | | | | | | 19 |
| 30 | 1 | | | | | 20 |
| | | | | | | 21 |
| | | | | | | 22 |
| 270 | 164 | 19 | | | | 23 |
| 16 | 2 | | | | | 24 |
| | | | | | | 25 |
| 60 | 1 | | | | | 26 |
| 60 | 1 | | | | | 27 |
| 8 | 2 | | | | | 28 |
| 60 | 1 | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| 7329 | 346 | 31 | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| | | | | | | 1 |
| | | | | | | 2 |
| | | | | | | 3 |
| | | | | | | 4 |
| 42 | 4 | | | | | 5 |
| | | | | | | 6 |
| 60 | 2 | | | | | 7 |
| | | | | | | 8 |
| 40 | 5 | | | | | 9 |
| | | | | | | 10 |
| 8 | 1 | 1 | | | | 11 |
| 2 | 1 | | | | | 12 |
| 60 | 2 | | | | | 13 |
| | | | | | | 14 |
| 134 | 2 | | | | | 15 |
| 60 | 2 | | | | | 16 |
| 56 | 1 | | | | | 17 |
| 67 | 1 | | | | | 18 |
| 60 | 2 | | | | | 19 |
| 39 | 4 | | | | | 20 |
| | | | | | | 21 |
| 15 | 2 | | | | | 22 |
| | | | | | | 23 |
| 4 | 1 | | | | | 24 |
| | | | | | | 25 |
| 2 | 1 | | | | | 26 |
| | | | | | | 27 |
| 138 | 2 | | | | | 28 |
| 21 | 2 | | | | | 29 |
| | | | | | | 30 |
| 10 | 1 | 1 | | | | 31 |
| 3 | 1 | | | | | 32 |
| 4 | 1 | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | | | | 36 |
| 133 | 2 | | | | | 37 |
| 112 | 1 | | | | | 38 |
| 144 | 6 | | | | | 39 |
| 83 | 3 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 8 | 2 | | | | | 1 |
| 8 | 1 | | | | | 2 |
| | | | | | | 3 |
| | | | | | | 4 |
| | | | | | | 5 |
| | | | | | | 6 |
| 112 | 2 | | | | | 7 |
| 30 | 1 | | | | | 8 |
| 21 | 2 | | | | | 9 |
| 21 | 2 | | | | | 10 |
| 28 | 4 | | | | | 11 |
| | | | | | | 12 |
| 132 | 2 | | | | | 13 |
| | | | | | | 14 |
| 11 | 2 | | | | | 15 |
| | | | | | | 16 |
| 7 | 1 | | | | | 17 |
| | | | | | | 18 |
| 20 | 2 | 1 | | | | 19 |
| | | | | | | 20 |
| 27 | 4 | | | | | 21 |
| | | | | | | 22 |
| 11 | 2 | | | | | 23 |
| | | | | | | 24 |
| 2 | 1 | | | | | 25 |
| | | | | | | 26 |
| 6 | 1 | | | | | 27 |
| | | | | | | 28 |
| 14 | 2 | | | | | 29 |
| | | | | | | 30 |
| 5 | 1 | | | | | 31 |
| | | | | | | 32 |
| 5 | 1 | | | | | 33 |
| | | | | | | 34 |
| 11 | 2 | | | | | 35 |
| | | | | | | 36 |
| 5 | 1 | | | | | 37 |
| | | | | | | 38 |
| 31 | 3 | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 672 | 2 | | | | | 1 |
| | | | | | | 2 |
| 12 | 2 | | | | | 3 |
| | | | | | | 4 |
| 12 | 2 | | | | | 5 |
| | | | | | | 6 |
| 60 | 2 | | | | | 7 |
| | | | | | | 8 |
| 1 | 3 | 1 | | | | 9 |
| | | | | | | 10 |
| 650 | 1 | 1 | | | | 11 |
| 25 | 1 | | | | | 12 |
| 9 | 1 | | | | | 13 |
| | | | | | | 14 |
| | | | | | | 15 |
| 22 | 7 | | | | | 16 |
| | | | | | | 17 |
| | | | | | | 18 |
| 3275 | 110 | 5 | | | | 19 |
| | | | | | | 20 |
| | | | | | | 21 |
| | | | | | | 22 |
| | | | | | | 23 |
| | | | | | | 24 |
| | | | | | | 25 |
| | | | | | | 26 |
| | | | | | | 27 |
| | | | | | | 28 |
| | | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| KCP&L Greater Missouri Operations Company | (1) X An Original<br>(2) __ A Resubmission | 04/18/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 426.2 Line No.: 8 Column: a***

This line item includes a GSU transformer.

***Schedule Page: 426.2 Line No.: 33 Column: a***

This line item includes GSU transformers.

***Schedule Page: 426.2 Line No.: 34 Column: a***

This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 17 Column: a***

This line item includes GSU transformers.

***Schedule Page: 426.3 Line No.: 18 Column: a***

This line item includes GSU transformers.

***Schedule Page: 426.5 Line No.: 38 Column: a***

This line item includes GSU transformer.

***Schedule Page: 426.5 Line No.: 39 Column: a***

This line item included GSU transformer.

20160416-8023 FERC PDF (Unofficial) 04/14/2016

THIS FILING IS

Item 1: [X] An Initial (Original) Submission OR [ ] Resubmission No. ____

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| Transource Missouri, LLC | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 0101 latan | Nashua | 345.00 | 345.00 | 1 | 17.90 | | 1 |
| 2 | 0101 latan | Nashua | 345.00 | 345.00 | 2 | 4.12 | | 1 |
| 3 | 0101 latan | Nashua | 345.00 | 345.00 | 2 | 7.83 | | 1 |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | Line cost and expense | not available by individual | | | | | | |
| 10 | transmission line | Total shown in Column J-P | | | | | | |
| 11 | | | | | | | | |
| 12 | | | | | | | | |
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| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 29.85 | | 3 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 1192.5 ACSS TW | | | | | | | | 1 |
| 1192.5 ACSS TW | | | | | | | | 2 |
| 1192.5 ACSS TW | | | | | | | | 3 |
| | | | | | | | | 4 |
| | | | | | | | | 5 |
| | | | | | | | | 6 |
| | | | | | | | | 7 |
| | | | | | | | | 8 |
| | 4,880,285 | 58,680,804 | 63,561,089 | | 125 | | 125 | 9 |
| | | | | | | | | 10 |
| | | | | | | | | 11 |
| | | | | | | | | 12 |
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| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | 4,880,285 | 58,680,804 | 63,561,089 | | 125 | | 125 | 36 |

## TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.
2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | 0101 latan | Nashua | 17.90 | Single Pole | | 1 | 1 |
| 2 | 0101 latan | Nashua | 4.12 | H-Frame | | 1 | 1 |
| 3 | 0101 latan | Nashua | 7.83 | H-Frame | | 1 | 1 |
| 4 | | | | | | | |
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| 41 | | | | | | | |
| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | TOTAL | | 29.85 | | | 3 | 3 |

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size | Specification | Configuration and Spacing | KV (Operating) | Land and Land Rights | Poles, Towers and Fixtures | Conductors and Devices | Asset Retire. Costs | Total | No. |
| (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | |
| 1192.5 | ACSS TW | | 345 | 4,880,285 | 38,733,850 | 19,946,954 | | 63,561,089 | 1 |
| 1192.5 | ACSS TW | | 345 | | | | | | 2 |
| 1192.5 | ACSS TW | | 345 | | | | | | 3 |
| | | | | | | | | | 4 |
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| | | | | | | | | | 43 |
| | | | | 4,880,285 | 38,733,850 | 19,946,954 | | 63,561,089 | 44 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Transource Missouri, LLC | (1) [X] An Original<br>(2) [ ] A Resubmission | / / | End of 2015/Q4 |

## SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) | | |
|---|---|---|---|---|---|
| | | | Primary (c) | Secondary (d) | Tertiary (e) |
| 1 | | | | | |
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SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| | | | | | | 1 |
| | | | | | | 2 |
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20160415-8035 FERC PDF (Unofficial) 04/08/2016

THIS FILING IS

Item 1: [X] An Initial (Original) Submission OR [ ] Resubmission No. ____

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| Westar Energy, Inc. | End of 2015/Q4 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 345 kV LINES: | | | | | | | |
| 2 | 01 Swissvale Sub | Lang Sub | 345.00 | 345.00 | HFW | 38.07 | | 1 |
| 3 | 01 Lang Sub | Wichita KPL-KGE Tie | 345.00 | 345.00 | HFW | 34.17 | | 1 |
| 4 | | | | | | | | |
| 5 | 02 Swissvale Sub | Stillwell KPL-KCPL Tie | 345.00 | 345.00 | HFW | 18.53 | | 1 |
| 6 | | | | | | | | |
| 7 | 03 Jeffrey EC | Hoyt Sub | 345.00 | 345.00 | HFW | 24.29 | | 1 |
| 8 | | | | | | | | |
| 9 | 04 Morris Co Sub | Lang Sub | 345.00 | 345.00 | ST | 1.06 | | 1 |
| 10 | 04 Morris Co Sub | Str 220 | 345.00 | 345.00 | HFW | 27.67 | | 1 |
| 11 | 04 Str 220 | Emporia EC | 345.00 | 345.00 | HFW | 0.04 | | 1 |
| 12 | | | | | | | | |
| 13 | 05 Jeffrey EC | Morris Co Sub | 345.00 | 345.00 | HFW | 56.83 | | 1 |
| 14 | | | | | | | | |
| 15 | 06 Hoyt Sub | Stranger Ck Sub | 345.00 | 345.00 | HFW | 33.07 | | 1 |
| 16 | 06 Hoyt Sub | Stranger Ck Sub | 345.00 | 345.00 | SPS | 3.53 | | 1 |
| 17 | | | | | | | | |
| 18 | 07 Jeffrey EC | Summit Sub | 345.00 | 345.00 | HFW | 72.87 | | 1 |
| 19 | 07 Jeffrey EC | Summit Sub | 345.00 | 345.00 | HFS | 24.23 | | 1 |
| 20 | | | | | | | | |
| 21 | 08 Stranger Creek Sub | Iatan KPL-KCPL Tie | 345.00 | 345.00 | ST | 1.86 | | 2 |
| 22 | | | | | | | | |
| 23 | 19N Reno Co | Str 4 | 345.00 | 345.00 | SPS | 0.03 | | 1 |
| 24 | 19N Str 4 | Summit Sub | 345.00 | 345.00 | HFS | 53.20 | | 1 |
| 25 | | | | | | | | |
| 26 | 21 Emporia EC | Lang Sub | 345.00 | 345.00 | HFW | 0.14 | | 1 |
| 27 | TOTAL 345kV LINES | | | | | 389.59 | | 17 |
| 28 | | | | | | | | |
| 29 | 230 kV LINES: | | | | | | | |
| 30 | 01 Tecumseh Hill Sub | Swissvale Sub | 230.00 | 230.00 | HFW | 12.56 | | 1 |
| 31 | 01 Tecumseh Hill Sub | Swissvale Sub | 230.00 | 230.00 | ST | 2.44 | | 1 |
| 32 | | | | | | | | |
| 33 | 02 Swissvale Sub | Morris Co Sub | 230.00 | 230.00 | HFW | 49.75 | | 1 |
| 34 | | | | | | | | |
| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 3,509.01 | 180.19 | 63 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 03 Morris Co Sub | McDowell Creek Sw Sta | 230.00 | 230.00 | HFW | 28.22 | | 1 |
| 2 | 03 Morris Co Sub | McDowell Creek Sw Sta | 230.00 | 230.00 | 3PW | 0.36 | | 1 |
| 3 | | | | | | | | |
| 4 | 04 Morris Co Sub | West Emporia Sub | 115.00 | 230.00 | HFW | 22.36 | | 1 |
| 5 | 04 Morris Co Sub | West Emporia Sub | 115.00 | 230.00 | ST | | 0.87 | 1 |
| 6 | | | | | | | | |
| 7 | 05 Morris Co Sub | Summit Sub | 230.00 | 230.00 | HFW | 59.34 | | 1 |
| 8 | 05 Str 175A | Str 175E | 230.00 | 345.00 | SPS | 0.78 | | 1 |
| 9 | | | | | | | | |
| 10 | 06 Summit Sub | E McPherson/Circle | 230.00 | 230.00 | HFW | 51.43 | | 1 |
| 11 | | | | | | | | |
| 12 | 07 Swissvale Sub | Lawrence Hill Sub | 230.00 | 230.00 | HFS | 4.39 | | 1 |
| 13 | 07 Swissvale Sub | Lawrence Hill Sub | 230.00 | 230.00 | SPW | 0.15 | | 1 |
| 14 | 07 Swissvale Sub | Lawrence Hill Sub | 230.00 | 230.00 | HFW | 19.27 | | 1 |
| 15 | | | | | | | | |
| 16 | 08 Swissvale Sub | Auburn Rd Sub | 230.00 | 230.00 | HFW | 17.21 | | 1 |
| 17 | | | | | | | | |
| 18 | 09 Lawrence Hill Sub | Midland Jct Sub | 230.00 | 230.00 | HFW | 2.48 | | 1 |
| 19 | 09 Lawrence Hill Sub | Midland Jct Sub | 230.00 | 230.00 | HFW | 0.26 | | 1 |
| 20 | | | | | | | | |
| 21 | 10 Summit Sub | Str. 45 | 230.00 | 230.00 | SPS | 6.18 | 5.86 | 1 |
| 22 | 10 Str. 45 | Salina KPL-MEI Tie | 230.00 | 230.00 | HFW | 10.37 | | 1 |
| 23 | | | | | | | | |
| 24 | 12 Midland Jct Sub | Jarbalo Jct Sw Sta | 115.00 | 230.00 | HFW | 16.13 | | 1 |
| 25 | | | | | | | | |
| 26 | 13 Jeffrey EC Sub | Auburn Rd Sub | 230.00 | 230.00 | HFW | 29.88 | | 1 |
| 27 | | | | | | | | |
| 28 | 14 Jeffrey EC Sub | East Manhattan Sub | 230.00 | 230.00 | HFW | 27.06 | | 1 |
| 29 | | | | | | | | |
| 30 | 15 East Manhattan Sub | Manhattan KPL-SECI Tie | 230.00 | 230.00 | SPW | 2.91 | | 1 |
| 31 | 15 East Manhattan Sub | Manhattan KPL-SECI Tie | 230.00 | 230.00 | SPW | 1.35 | | 1 |
| 32 | 15 East Manhattan Sub | Manhattan KPL-SECI Tie | 230.00 | 230.00 | HFW | 2.92 | | 1 |
| 33 | 15 East Manhattan Sub | Manhattan KPL-SECI Tie | 230.00 | 230.00 | SPS | 0.13 | | 1 |
| 34 | 15 East Manhattan Sub | Manhattan KPL-SECI Tie | 230.00 | 230.00 | SHF | 0.78 | | 1 |
| 35 | TOTAL 230kV LINES | | | | | 368.71 | 6.73 | 26 |
| 36 | | | | | TOTAL | 3,509.01 | 180.19 | 63 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 161 kV LINES: | | | | | | | |
| 2 | 01 Tecumseh Hill Sub | Kelly Sub | 161.00 | 161.00 | ST | 0.49 | | 1 |
| 3 | 01 Tecumseh Hill Sub | Kelly Sub | 161.00 | 161.00 | HFW | 52.36 | | 1 |
| 4 | 01 Kelly Sub | Nebraska KPL-OPPD Tie | 161.00 | 161.00 | HFW | 17.06 | | 1 |
| 5 | | | | | | | | |
| 6 | 02 Midland Jct Sub | Pentagon Sub | 161.00 | 161.00 | HFW | 20.94 | | 1 |
| 7 | 02 Pentagon Sub | Greenwood KPL-KCPL Tie | 161.00 | 161.00 | HFW | 3.78 | | 1 |
| 8 | | | | | | | | |
| 9 | 03 Hook Jct | Kaw Jct | 161.00 | 161.00 | HFW | 0.62 | | 1 |
| 10 | 03 Hook Jct | Kaw Jct | 161.00 | 161.00 | HFW | 0.31 | | 1 |
| 11 | 03 Kaw Jct | Tecumseh Hill Sub | 161.00 | 161.00 | HFW | 0.88 | | 1 |
| 12 | 03 Kaw Jct | Tecumseh Hill Sub | 161.00 | 161.00 | ST | 0.33 | | 1 |
| 13 | 03 Kaw Jct | Midland Jct Sub | 161.00 | 161.00 | HFW | 16.87 | | 1 |
| 14 | 03 Kaw Jct | Midland Jct Sub | 161.00 | 161.00 | HFW | 1.25 | | 1 |
| 15 | | | | | | | | |
| 16 | 04 Tecumseh Hill Sub | Williams Bros Pipeline | 161.00 | 161.00 | HFW | | | 1 |
| 17 | 04 Tecumseh Hill Sub | Williams Bros Pipeline | 161.00 | 161.00 | SPW | | | 1 |
| 18 | 04 Tecumseh Hill Sub | Williams Bros Pipeline | 161.00 | 161.00 | HFW | | | 1 |
| 19 | 04 Tecumseh Hill Sub | Williams Bros Pipeline | 161.00 | 161.00 | SPW | 0.23 | | 1 |
| 20 | 04 Williams Bros Pipeline | KPL-KGE Tie | 161.00 | 161.00 | SPW | 0.17 | | 1 |
| 21 | 04 Williams Bros Pipeline | KPL-KGE Tie | 161.00 | 161.00 | HFW | 10.23 | | 1 |
| 22 | | | | | | | | |
| 23 | 05 Stranger Creek Sub | KCPL-GMO Tie | 161.00 | 161.00 | HFW | 9.94 | | 1 |
| 24 | 05 Stranger Creek Sub | KCPL-GMO Tie | 161.00 | 161.00 | SPS | 1.87 | | 1 |
| 25 | | | | | | | | |
| 26 | 06 Spring Hill Sub | Spring Hill KPL-KCPL Tie | 161.00 | 161.00 | SPW | 0.62 | | 1 |
| 27 | TOTAL 161 kV LINES | | | | | 137.95 | | 20 |
| 28 | | | | | | | | |
| 29 | 115 kV LINES | | 115.00 | | | 1,043.94 | 118.87 | |
| 30 | | | | | | | | |
| 31 | 69 kV LINES | | 69.00 | 69.00 | | 127.56 | 54.59 | |
| 32 | | | | | | | | |
| 33 | 34.5 kV LINES | | 34.50 | 34.50 | | 1,441.26 | | |
| 34 | | | | | | | | |
| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 3,509.01 | 180.19 | 63 |

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TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 795.0 ACSR | 128,475 | 5,457,373 | 5,585,848 | | | | | 2 |
| 795.0 ACSR | | | | | | | | 3 |
| | | | | | | | | 4 |
| 795.0 ACSR | 32,119 | 818,880 | 850,999 | | | | | 5 |
| | | | | | | | | 6 |
| 795.0 ACSR | 85,579 | 3,206,780 | 3,292,359 | | | | | 7 |
| | | | | | | | | 8 |
| 795.0 ACSR | 207,363 | 5,342,522 | 5,549,885 | | | | | 9 |
| 795.0 ACSR | | | | | | | | 10 |
| 795.0 ACSR | | | | | | | | 11 |
| | | | | | | | | 12 |
| 795.0 ACSR | 77,432 | 9,051,619 | 9,129,051 | | | | | 13 |
| | | | | | | | | 14 |
| 795.0 ACSR | 289,775 | 7,318,537 | 7,608,312 | | | | | 15 |
| 795.0 ACSR | | | | | | | | 16 |
| | | | | | | | | 17 |
| 1192.5 ACSR | 669,756 | 33,417,311 | 34,087,067 | | | | | 18 |
| 1192.5 ACSR | | | | | | | | 19 |
| | | | | | | | | 20 |
| 954.0 ACSR | 25,495 | 1,060,183 | 1,085,678 | | | | | 21 |
| | | | | | | | | 22 |
| 1192.5 ACSR | 4,097,552 | 81,842,848 | 85,940,400 | | | | | 23 |
| 1192.5 ACSR | | | | | | | | 24 |
| | | | | | | | | 25 |
| 795.0 ACSR | | 223,663 | 223,663 | | | | | 26 |
| | 5,613,546 | 147,739,716 | 153,353,262 | | | | | 27 |
| | | | | | | | | 28 |
| | | | | | | | | 29 |
| 927.2 AAAC | 39,823 | 703,792 | 743,615 | | | | | 30 |
| 927.2 AAAC | | | | | | | | 31 |
| | | | | | | | | 32 |
| 927.2 AAAC | 76,306 | 2,550,583 | 2,626,889 | | | | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | 33,301,308 | 612,285,665 | 645,586,973 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 927.2 AAAC | 60,408 | 1,491,305 | 1,551,713 | | | | | 1 |
| 795.0 ACSR | | | | | | | | 2 |
| | | | | | | | | 3 |
| 927.2 AAAC | 46,668 | 672,801 | 719,469 | | | | | 4 |
| 795.0 ACSR | | | | | | | | 5 |
| | | | | | | | | 6 |
| 927.2 AAAC | 86,251 | 4,245,826 | 4,332,077 | | | | | 7 |
| 1192.5 ACSR | | | | | | | | 8 |
| | | | | | | | | 9 |
| 927.2 AAAC | 65,470 | 4,674,563 | 4,740,033 | | | | | 10 |
| | | | | | | | | 11 |
| 927.2 AAAC | 51,211 | 3,166,324 | 3,217,535 | | | | | 12 |
| 927.2 AAAC | | | | | | | | 13 |
| 927.2 AAAC | | | | | | | | 14 |
| | | | | | | | | 15 |
| 927.2 AAAC | 69,138 | 1,759,605 | 1,828,743 | | | | | 16 |
| | | | | | | | | 17 |
| 795.0 ACSR | 14,347 | 185,035 | 199,382 | | | | | 18 |
| 927.2 AAAC | | | | | | | | 19 |
| | | | | | | | | 20 |
| 1192.5 ACSR | 32,676 | 1,574,838 | 1,607,514 | | | | | 21 |
| 927.2 AAAC | | | | | | | | 22 |
| | | | | | | | | 23 |
| 1192.5 ACSR | 38,344 | 1,377,079 | 1,415,423 | | | | | 24 |
| | | | | | | | | 25 |
| 795.0 ACSR | 65,602 | 2,270,721 | 2,336,323 | | | | | 26 |
| | | | | | | | | 27 |
| 1192.5 ACSR | 61,468 | 2,670,887 | 2,732,355 | | | | | 28 |
| | | | | | | | | 29 |
| 1192.5 ACSR | 111,205 | 3,498,754 | 3,609,959 | | | | | 30 |
| 927.2 AAAC | | | | | | | | 31 |
| 795.0 ACSR | | | | | | | | 32 |
| 1590 KCM ACSR | | | | | | | | 33 |
| 1590 KCM ACSR | | | | | | | | 34 |
| | 818,917 | 30,842,113 | 31,661,030 | | | | | 35 |
| | 33,301,308 | 612,285,665 | 645,586,973 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 7/12 E CW | 64,281 | 3,100,896 | 3,165,177 | | | | | 2 |
| 24 RI CU | | | | | | | | 3 |
| 1192.5 ACSR | | | | | | | | 4 |
| | | | | | | | | 5 |
| 927.2 AAAC | 64,618 | 1,180,424 | 1,245,042 | | | | | 6 |
| 927.2 AAAC | | | | | | | | 7 |
| | | | | | | | | 8 |
| 397.5 ACSR | | | | | | | | 9 |
| 927.2 AAAC | | | | | | | | 10 |
| 927.2 AAAC | | | | | | | | 11 |
| 927.2 AAAC | | | | | | | | 12 |
| 397.5 ACSR | | | | | | | | 13 |
| 795.0 ACSR | | | | | | | | 14 |
| | | | | | | | | 15 |
| 24 RI CU | 25,829 | 1,052,827 | 1,078,656 | | | | | 16 |
| 795.0 ACSR | | | | | | | | 17 |
| 336.4 ACSR | | | | | | | | 18 |
| 397.5 ACSR | | | | | | | | 19 |
| 397.5 ACSR | | | | | | | | 20 |
| 24 RI CU | | | | | | | | 21 |
| | | | | | | | | 22 |
| 1192.5 ACSR | 29,980 | 2,026,487 | 2,056,467 | | | | | 23 |
| 1192.5 ACSR | | | | | | | | 24 |
| | | | | | | | | 25 |
| 1192.5 ACSR | 30,117 | 197,501 | 227,618 | | | | | 26 |
| | 214,825 | 7,558,135 | 7,772,960 | | | | | 27 |
| | | | | | | | | 28 |
| Various Sizes | 22,403,205 | 311,007,571 | 333,410,776 | | | | | 29 |
| | | | | | | | | 30 |
| Various Sizes | 2,042,016 | 20,090,662 | 22,132,678 | | | | | 31 |
| | | | | | | | | 32 |
| Various Sizes | 2,208,799 | 95,047,468 | 97,256,267 | | | | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | 33,301,308 | 612,285,665 | 645,586,973 | | | | | 36 |

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) X An Original<br>(2) __ A Resubmission | 04/08/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 422 Line No.: 3 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422 Line No.: 10 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422 Line No.: 11 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422 Line No.: 16 Column: l***
Costs are included in line 15 above.

***Schedule Page: 422 Line No.: 19 Column: l***
Costs are included in line 18 above.

***Schedule Page: 422 Line No.: 24 Column: l***
Costs are included in line 23 above.

***Schedule Page: 422 Line No.: 31 Column: l***
Costs are included in line 30 above.

***Schedule Page: 422.1 Line No.: 2 Column: l***
Costs are included in line 1 above.

***Schedule Page: 422.1 Line No.: 5 Column: l***
Costs are included in line 4 above.

***Schedule Page: 422.1 Line No.: 8 Column: l***
Costs are included in line 7 above.

***Schedule Page: 422.1 Line No.: 13 Column: l***
Costs are included in line 12 above.

***Schedule Page: 422.1 Line No.: 14 Column: l***
Costs are included in line 12 above.

***Schedule Page: 422.1 Line No.: 19 Column: l***
Costs are included in line 18 above.

***Schedule Page: 422.1 Line No.: 22 Column: l***
Costs are included in line 21 above.

***Schedule Page: 422.1 Line No.: 31 Column: l***
Costs are included in line 30 above.

***Schedule Page: 422.1 Line No.: 32 Column: l***
Costs are included in line 30 above.

***Schedule Page: 422.1 Line No.: 33 Column: l***
Costs are included in line 30 above.

***Schedule Page: 422.1 Line No.: 34 Column: l***
Costs are included in line 30 above.

***Schedule Page: 422.2 Line No.: 3 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 4 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 7 Column: l***
Costs are included in line 6 above.

***Schedule Page: 422.2 Line No.: 10 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422.2 Line No.: 11 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422.2 Line No.: 12 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422.2 Line No.: 13 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422.2 Line No.: 14 Column: l***
Costs are included in line 9 above.

***Schedule Page: 422.2 Line No.: 17 Column: l***
Costs are included in line 16 above.

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) X An Original<br>(2) __ A Resubmission | 04/08/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 422.2 Line No.: 18 Column: l***

Costs are included in line 16 above.

***Schedule Page: 422.2 Line No.: 19 Column: l***

Costs are included in line 16 above.

***Schedule Page: 422.2 Line No.: 20 Column: l***

Costs are included in line 16 above.

***Schedule Page: 422.2 Line No.: 21 Column: l***

Costs are included in line 16 above.

***Schedule Page: 422.2 Line No.: 24 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.2 Line No.: 29 Column: d***

Various

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| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.
2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | ADDED OVERHEAD: | | | | | | |
| 2 | 115.18 Indianola | County Line | 0.28 | SPS | 15.00 | 1 | 1 |
| 3 | 115.27 Circle | Huntsville | 7.44 | SPS | 8.33 | 1 | 1 |
| 4 | 115.43 Moonlight | Moonlight Jct. | 0.48 | SPS,SPW | 27.32 | 1 | 1 |
| 5 | 115.51 W. Jct. City | N. Central Foundary | 0.28 | SPW,SPS,MPS | 22.00 | 1 | 1 |
| 6 | 115.75 Indianola | N. Tyler | 0.28 | SPS | 15.00 | 1 | 1 |
| 7 | 115.82 W. Jct City | Anzio | 0.33 | SPW,SPS,MPS | 24.00 | 1 | 1 |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |
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| 36 | | | | | | | |
| 37 | | | | | | | |
| 38 | | | | | | | |
| 39 | | | | | | | |
| 40 | | | | | | | |
| 41 | | | | | | | |
| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | TOTAL | | 0.04 | | -10.21 | | |

20160415-8035 FERC PDF (Unofficial) 04/08/2016

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## TRANSMISSION LINES ADDED DURING YEAR

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2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | REMOVED OVERHEAD: | | | | | | |
| 2 | 115.18 Goodyear | County Line | -0.02 | SPW | -20.00 | -1 | -1 |
| 3 | 115.27 HEC | Huntsville | -8.20 | SPW, HFW | -15.84 | -1 | -1 |
| 4 | 115.43 Moonlight | Moonlight Jct. | -0.20 | SPW | -20.02 | -1 | -1 |
| 5 | 115.51 W. Jct. City | N. Central Foundary | -0.28 | SPW | -22.00 | -1 | -1 |
| 6 | 115.75 Goodyear | N. Tyler | -0.02 | SPW | -20.00 | -1 | -1 |
| 7 | 115.82 W. Jct. City | Anzio | -0.33 | SPW | -24.00 | -1 | -1 |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |
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| 44 | TOTAL | | 0.04 | | -10.21 | | |



APPENDIX A - Page 143 of 524

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
| 1192.5 | ACSR | Vertical | 115 | | 472,770 | 100,823 | | 573,593 | 2 |
| 1192.5 | ACSR | Vertical | 115 | | 3,596,533 | 3,596,533 | | 7,193,066 | 3 |
| 1192.5 | ACSR | Vertical | 115 | | 509,506 | 34,610 | | 544,116 | 4 |
| 4/0 | ACSR | Vertical | 115 | | 102,464 | 110,392 | | 212,856 | 5 |
| 1192.5 | ACSR | Vertical | 115 | | 301,627 | 301,627 | | 603,254 | 6 |
| 556 | ACSR | Vertical | 115 | | 317,776 | 54,227 | | 372,003 | 7 |
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| | | | | | | | | | 43 |
| | | | | | 5,300,676 | 4,198,212 | | 9,498,888 | 44 |

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
| 556.5 | ACSR | Vertical | 115 | | | | | | 2 |
| 266.8 | ACSR | Horizontal | 115 | | | | | | 3 |
| 397 | ACSR | Vertical | 115 | | | | | | 4 |
| 4/0 | ACSR | Vertical | 115 | | | | | | 5 |
| 795 | ACSR | Vertical | 115 | | | | | | 6 |
| 556 | ACSR | Vertical | 115 | | | | | | 7 |
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| | | | | | | | | | 43 |
| | | | | | 5,300,676 | 4,198,212 | | 9,498,888 | 44 |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 11th & Halstead | Distribution | 69.00 | 12.47 | |
| 2 | 12th & Clay | Distribution | 115.00 | 12.00 | |
| 3 | 13th & Madison | Distribution | 34.00 | 12.00 | |
| 4 | 14th & Lorraine | Distribution | 69.00 | 12.00 | |
| 5 | 166th St. | Distribution | 115.00 | 12.00 | |
| 6 | 17th & Fairlawn | Distribution | 115.00 | 34.00 | |
| 7 | 17th & Fairlawn | Distribution | 115.00 | 12.00 | |
| 8 | 18th & Plum | Distribution | 69.00 | 12.00 | |
| 9 | 19th Street | Distribution | 115.00 | 12.00 | |
| 10 | 1st & Brady | Distribution | 34.00 | 12.00 | |
| 11 | 27th & Croco | Distribution | 115.00 | 12.00 | |
| 12 | 29th & Gage | Distribution | 115.00 | 12.00 | |
| 13 | 2nd & Elm | Distribution | 69.00 | 4.00 | |
| 14 | 2nd & Madison | Distribution | 69.00 | 13.20 | |
| 15 | 2nd & Madison | Transmission | 115.00 | 69.00 | |
| 16 | 2nd & Prescott | Distribution | 34.00 | 12.00 | |
| 17 | 30th & Prairie | Distribution | 115.00 | 12.00 | |
| 18 | 3rd & Van Buren | Distribution | 115.00 | 12.00 | |
| 19 | 3rd & Van Buren | Transmission | 115.00 | 69.00 | 34.50 |
| 20 | 41st & California | Distribution | 115.00 | 12.00 | |
| 21 | 43rd & Lorraine | Distribution | 115.00 | 12.00 | |
| 22 | 4th & Van Buren | Distribution | 115.00 | 12.00 | |
| 23 | 53rd & Mund | Distribution | 115.00 | 12.00 | |
| 24 | 54th & Meriden | Distribution | 115.00 | 12.00 | |
| 25 | 6th & Golden | Distribution | 115.00 | 12.00 | |
| 26 | 6th Street | Distribution | 115.00 | 12.00 | |
| 27 | 87th Street | Transmission | 345.00 | 115.00 | |
| 28 | 95th & Waverly | Distribution | 115.00 | 12.00 | |
| 29 | Abilene Energy Center | Transmission | 115.00 | 34.00 | |
| 30 | Anzio | Transmission | 115.00 | 34.00 | |
| 31 | Arnold | Distribution | 69.00 | 12.00 | |
| 32 | Arnold | Distribution | 115.00 | 12.00 | |
| 33 | Arnold | Transmission | 115.00 | 69.00 | |
| 34 | Auburn Substation | Transmission | 230.00 | 115.00 | |
| 35 | Baldwin Creek | Distribution | 115.00 | 12.00 | |
| 36 | Bonita | Distribution | 115.00 | 12.00 | |
| 37 | Brown County | Transmission | 115.00 | 34.00 | |
| 38 | Central Packaging Corp | Industrial | 34.50 | 2.40 | |
| 39 | Cessna Aircraft | Industrial | 69.00 | 4.00 | |
| 40 | Circle | Transmission | 230.00 | 115.00 | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Circleville | Transmission | 115.00 | 34.00 | |
| 2 | Cities Service | Transmission | 69.00 | 34.00 | |
| 3 | Clay Center Junction | Transmission | 115.00 | 34.00 | |
| 4 | Council Grove | Distribution | 34.00 | 12.00 | |
| 5 | County Line | Transmission | 115.00 | 69.00 | 34.50 |
| 6 | Davis | Distribution | 115.00 | 12.00 | |
| 7 | Davis | Transmission | 115.00 | 69.00 | 34.00 |
| 8 | Deer Creek | Distribution | 69.00 | 12.00 | |
| 9 | Deer Creek | Transmission | 69.00 | 34.00 | |
| 10 | Division & Lake | Distribution | 34.00 | 12.00 | |
| 11 | Drive-In | Distribution | 34.00 | 12.00 | |
| 12 | East Abilene | Distribution | 115.00 | 12.00 | |
| 13 | East Eureka | Distribution | 34.00 | 12.00 | |
| 14 | East Eureka | Transmission | 115.00 | 34.00 | |
| 15 | East Fairmount | Distribution | 115.00 | 12.00 | |
| 16 | East Manhattan | Distribution | 115.00 | 12.00 | |
| 17 | East Manhattan | Transmission | 230.00 | 115.00 | |
| 18 | East Marysville | Distribution | 34.50 | 12.47 | |
| 19 | East Street | Transmission | 115.00 | 34.00 | |
| 20 | East Street | Distribution | 115.00 | 12.00 | |
| 21 | Education Station (MacVicar) | Distribution | 115.00 | 12.00 | |
| 22 | Edwardsville | Distribution | 115.00 | 12.00 | |
| 23 | Edwardsville | Transmission | 161.00 | 115.00 | |
| 24 | Emporia Energy Center | ATT Transmission | 13.80 | 345.00 | |
| 25 | Emporia Energy Center | ATT Transmission | 18.00 | 345.00 | |
| 26 | Eudora | Distribution | 115.00 | 12.00 | |
| 27 | Exide | Industrial | 115.00 | 12.00 | |
| 28 | F & Monroe | Industrial | 69.00 | 12.00 | |
| 29 | Fairgrounds | Distribution | 115.00 | 12.00 | |
| 30 | Fairmont - Basehor | Distribution | 34.00 | 12.00 | |
| 31 | Farmers COOP | Industrial | 115.00 | 4.16 | |
| 32 | Farmers COOP | Distribution | 115.00 | 12.00 | |
| 33 | Florence Junction | Transmission | 115.00 | 34.00 | |
| 34 | FMC | Distribution | 115.00 | 12.00 | |
| 35 | Forbes | Distribution | 115.00 | 12.00 | |
| 36 | Four Corners | Distribution | 115.00 | 12.00 | |
| 37 | Ft. Junction Sw. Station | Distribution | 115.00 | 12.00 | |
| 38 | General Foods | Industrial | 34.00 | 12.00 | |
| 39 | Goodyear No 1 | Industrial | 34.50 | 2.40 | |
| 40 | Goodyear No 2 | Industrial | 34.50 | 2.40 | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Gordon Evans SES | ATT Transmission | 16.00 | 138.00 | |
| 2 | Gordon Evans SES | ATT Transmission | 13.80 | 138.00 | |
| 3 | Gordon Evans SES | ATT Transmission | 18.00 | 138.00 | |
| 4 | Gordon Evans SES | ATT Transmission | 24.00 | 138.00 | |
| 5 | Hallmark | Distribution | 115.00 | 12.00 | |
| 6 | Hatcher | Distribution | 34.00 | 12.00 | |
| 7 | Heartland | Distribution | 115.00 | 12.00 | |
| 8 | Hillsboro | Transmission | 115.00 | 34.00 | |
| 9 | Hoyt | Transmission | 345.00 | 115.00 | 14.40 |
| 10 | Hoyt HTI | Distribution | 115.00 | 12.00 | |
| 11 | Hoyt Mayetta Rural | Distribution | 34.00 | 12.00 | |
| 12 | Hunter's Island | Distribution | 34.00 | 12.00 | |
| 13 | Hutchinson EC Substation | Transmission | 115.00 | 69.00 | |
| 14 | Hutchinson EC Substation | ATT Transmission | 18.00 | | |
| 15 | Hutchinson Gas Turbine Substation | ATT Transmission | 69.00 | 13.80 | |
| 16 | Hutchinson Gas Turbine Substation | ATT Transmission | 69.00 | 13.80 | |
| 17 | Hutchinson Gas Turbine Substation | ATT Transmission | 115.00 | 13.80 | |
| 18 | Hutchinson Gas Turbine Substation | ATT Transmission | 115.00 | 13.80 | |
| 19 | Indian Hills | Distribution | 115.00 | 12.00 | |
| 20 | Indianola | Distribution | 115.00 | 12.00 | |
| 21 | Indianola | Transmission | 115.00 | 34.00 | |
| 22 | Jaggard | Distribution | 115.00 | 12.00 | |
| 23 | Jaggard | Transmission | 115.00 | 34.00 | |
| 24 | Jeffrey Energy Center Generation Common | ATT Transmission | 34.50 | 7.20 | |
| 25 | Jeffrey Energy Center Substation | ATT Transmission | 230.00 | 34.50 | |
| 26 | Jeffrey Energy Center Substation | ATT Transmission | 345.00 | 230.00 | 14.40 |
| 27 | Jeffrey Energy Center Unit 1 | ATT Transmission | 230.00 | 26.00 | |
| 28 | Jeffrey Energy Center Unit 2 | ATT Transmission | 345.00 | 26.00 | |
| 29 | Jeffrey Energy Center Unit 3 | ATT Transmission | 345.00 | 26.00 | |
| 30 | Junction City | Distribution | 115.00 | 12.00 | |
| 31 | Junction City | Transmission | 115.00 | 34.00 | |
| 32 | K.U. West Campus | Industrial | 115.00 | 12.00 | |
| 33 | Keene | Distribution | 34.00 | 12.00 | |
| 34 | Kelly | Transmission | 161.00 | 115.00 | |
| 35 | Kereford | Transmission | 115.00 | 69.00 | |
| 36 | KnobHill | Transmission | 115.00 | 34.00 | |
| 37 | KSU Campus | Distribution | 115.00 | 12.00 | |
| 38 | Lang | Transmission | 345.00 | 115.00 | |
| 39 | Lawrence Energy Center Unit 3 | ATT Transmission | 14.00 | | |
| 40 | Lawrence Energy Center Unit 4 | ATT Transmission | 14.00 | | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
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4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Lawrence Energy Center Unit 5 | ATT Transmission | 24.00 | | |
| 2 | Lawrence Hill | Distribution | 115.00 | 12.00 | |
| 3 | Lawrence Hill | Transmission | 230.00 | 115.00 | |
| 4 | Levee | Distribution | 115.00 | 12.47 | |
| 5 | LFM | Industrial | 69.00 | 12.00 | |
| 6 | LFM | Industrial | 69.00 | 14.40 | |
| 7 | Lindsborg Interconnect | Distribution | 34.00 | 12.00 | |
| 8 | Louisville | Distribution | 34.00 | 12.00 | |
| 9 | Mapco Sub No. 1 | Industrial | 34.50 | 2.40 | |
| 10 | Marysville | Distribution | 34.00 | 12.00 | |
| 11 | Matters Corner | Distribution | 115.00 | 12.00 | |
| 12 | Matters Corner | Transmission | 115.00 | 34.00 | |
| 13 | Maur Hill | Distribution | 69.00 | 12.00 | |
| 14 | McDowell Creek | Transmission | 230.00 | 115.00 | |
| 15 | Meadowlark | Distribution | 115.00 | 12.00 | |
| 16 | Metropolitan | Distribution | 34.00 | 12.00 | |
| 17 | Midland Jct. | Transmission | 230.00 | 115.00 | |
| 18 | Midwest Grain | Distribution | 69.00 | 4.00 | |
| 19 | Monticello | Distribution | 115.00 | 12.00 | |
| 20 | Moonlight | Transmission | 115.00 | 34.00 | |
| 21 | Moonlight | Distribution | 115.00 | 12.00 | |
| 22 | Morris County | Transmission | 115.00 | 34.00 | |
| 23 | Morris County | Transmission | 230.00 | 115.00 | |
| 24 | Morris County | Transmission | 345.00 | 230.00 | 14.40 |
| 25 | Moundridge | Transmission | 138.00 | 115.00 | |
| 26 | Mulberry Creek | Distribution | 34.00 | 12.00 | |
| 27 | Murray Gill SES | ATT Transmission | 12.00 | | |
| 28 | Murray Gill SES | ATT Transmission | 138.00 | 13.80 | 69.00 |
| 29 | Murray Gill SES | ATT Transmission | 138.00 | 13.80 | |
| 30 | Muscotah | Transmission | 69.00 | 34.00 | |
| 31 | N.W. Leavenworth | Distribution | 115.00 | 12.00 | |
| 32 | N.W. Leavenworth | Transmission | 115.00 | 34.00 | |
| 33 | New Cities Service | Distribution | 115.00 | 12.00 | |
| 34 | New Cities Service | Transmission | 115.00 | 69.00 | |
| 35 | North American Philips | Industrial | 115.00 | 12.00 | |
| 36 | North Central Foundry | Transmission | 115.00 | 34.00 | |
| 37 | North Manhattan | Transmission | 230.00 | 115.00 | 14.40 |
| 38 | North Street | Distribution | 115.00 | 12.00 | |
| 39 | North Tyler | Distribution | 115.00 | 12.00 | |
| 40 | Northland | Distribution | 115.00 | 12.00 | |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Parallel | Distribution | 115.00 | 12.00 | |
| 2 | Parallel | Transmission | 115.00 | 34.00 | |
| 3 | Pentagon | Distribution | 115.00 | 12.00 | |
| 4 | Quinton Heights | Distribution | 115.00 | 12.00 | |
| 5 | Reno County | Transmission | 345.00 | 115.00 | |
| 6 | Rock Creek | Distribution | 69.00 | 12.00 | |
| 7 | S.W. Lawrence | Distribution | 115.00 | 12.00 | |
| 8 | Sabetha Interconnect | Distribution | 34.00 | 12.00 | |
| 9 | Salina Main | Distribution | 115.00 | 12.00 | |
| 10 | Salina Main | Transmission | 115.00 | 34.00 | |
| 11 | Salt Creek | Distribution | 115.00 | 12.47 | |
| 12 | Schilling | Distribution | 115.00 | 12.47 | |
| 13 | Scranton | Distribution | 115.00 | 12.00 | |
| 14 | Shawnee Heights | Distribution | 115.00 | 12.00 | |
| 15 | Sherman & Madison | Distribution | 34.00 | 4.00 | |
| 16 | Sherwood | Distribution | 115.00 | 12.00 | |
| 17 | Smoky Hill | Transmission | 115.00 | 34.00 | |
| 18 | Smoky Hill | Distribution | 115.00 | 12.00 | |
| 19 | Soldier Creek | Distribution | 34.00 | 12.00 | |
| 20 | South Alma | Transmission | 115.00 | 34.00 | |
| 21 | South Gage | Distribution | 115.00 | 12.00 | |
| 22 | South Seneca | Distribution | 34.00 | 12.00 | |
| 23 | South Seneca | Transmission | 115.00 | 34.00 | |
| 24 | Southgate | Distribution | 115.00 | 12.00 | |
| 25 | Southtown | Distribution | 115.00 | 12.00 | |
| 26 | Springhill | Distribution | 115.00 | 12.00 | |
| 27 | Springhill | Transmission | 161.00 | 115.00 | |
| 28 | Spruce St. | Distribution | 115.00 | 12.00 | |
| 29 | St. George REC | Distribution | 34.00 | 12.00 | |
| 30 | Stagg Hill | Distribution | 115.00 | 12.47 | |
| 31 | Stagg Hill | Transmission | 115.00 | 34.50 | |
| 32 | Stranger Creek | Transmission | 345.00 | 161.00 | |
| 33 | Stranger Creek | Transmission | 345.00 | 115.00 | 14.40 |
| 34 | Summit | Transmission | 345.00 | 230.00 | 14.40 |
| 35 | Summit | Transmission | 230.00 | 115.00 | |
| 36 | Swissvale | Transmission | 345.00 | 230.00 | 14.40 |
| 37 | Tecumseh Energy Center Substation | Transmission | 115.00 | 69.00 | |
| 38 | Tecumseh Energy Center Unit 7/9 | ATT Transmission | 14.40 | | |
| 39 | Tecumseh Energy Center Unit 8/10 | ATT Transmission | 16.00 | | |
| 40 | Tecumseh Hill | Industrial | 115.00 | 12.00 | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
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| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Tecumseh Hill | Transmission | 161.00 | 115.00 | |
| 2 | Tecumseh Hill | Transmission | 230.00 | 115.00 | |
| 3 | Thornton St. | Distribution | 115.00 | 12.00 | |
| 4 | Thornton St. | Transmission | 115.00 | 34.00 | |
| 5 | Timberlane | Transmission | 115.00 | 34.00 | |
| 6 | Timberlane | Distribution | 115.00 | 12.00 | |
| 7 | Tonga Tap | Distribution | 115.00 | 12.00 | |
| 8 | Tonga Tap | Transmission | 115.00 | 34.00 | |
| 9 | Tonganoxie | Distribution | 34.00 | 12.00 | |
| 10 | Underpass | Distribution | 115.00 | 12.00 | |
| 11 | Union Ridge | Transmission | 115.00 | 34.00 | |
| 12 | Union Ridge | Transmission | 230.00 | 115.00 | |
| 13 | Vaughn | Transmission | 115.00 | 34.00 | |
| 14 | Wadsworth | Distribution | 34.00 | 4.00 | |
| 15 | Walnut | Distribution | 115.00 | 12.00 | |
| 16 | Walnut | Transmission | 115.00 | 69.00 | |
| 17 | Wamego Interconnect | Distribution | 34.00 | 12.00 | |
| 18 | Waterworks | Industrial | 34.00 | 12.00 | |
| 19 | Wathena | Transmission | 69.00 | 34.00 | |
| 20 | Wathena | Distribution | 69.00 | 12.00 | |
| 21 | West Abilene | Distribution | 34.00 | 12.00 | |
| 22 | West Crawford | Distribution | 115.00 | 12.00 | |
| 23 | West Emporia | Distribution | 115.00 | 12.00 | |
| 24 | West Emporia | Transmission | 115.00 | 34.00 | |
| 25 | West Junction City | Distribution | 115.00 | 12.00 | |
| 26 | West KSU Stadium | Distribution | 34.00 | 12.00 | |
| 27 | West McPherson | Transmission | 115.00 | 34.00 | |
| 28 | Westgate | Distribution | 34.00 | 12.00 | |
| 29 | Westmoreland | Distribution | 34.00 | 12.00 | |
| 30 | Westside | Distribution | 34.50 | 12.47 | |
| 31 | Wheatland | Transmission | 115.00 | 34.00 | |
| 32 | Wildcat Creek | Distribution | 115.00 | 12.00 | |
| 33 | Williams Brothers Pipeline | Distribution | 161.00 | 4.16 | |
| 34 | Wren | Distribution | 115.00 | 12.00 | |
| 35 | | | | | |
| 36 | 234 Total | | 26144.50 | 8445.81 | 272.80 |
| 37 | | | | | |
| 38 | | | | | |
| 39 | | | | | |
| 40 | | | | | |

| Name of Respondent<br>Westar Energy, Inc. | This Report Is:<br>(1) [X] An Original<br>(2) [ ] A Resubmission | Date of Report<br>(Mo, Da, Yr)<br>04/08/2016 | Year/Period of Report<br>End of 2015/Q4 |
|---|---|---|---|

20160415-8035 FERC PDF (Unofficial) 04/08/2016

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation<br>(a) | Character of Substation<br>(b) | VOLTAGE (In MVa)<br>Primary<br>(c) | <br>Secondary<br>(d) | <br>Tertiary<br>(e) |
|---|---|---|---|---|---|
| 1 | 1 substation Transmission Attended | ATT Transmission | 34.50 | 7.20 | |
| 2 | 4 substations Transmission Unattended | Transmission | 303.16 | 102.00 | |
| 3 | 145 substations Distribution Unattended | Distribution | 5203.20 | 1519.98 | |
| 4 | 25 substations Industrial | Industrial | 917.44 | 79.68 | |
| 5 | Abilene DS&O | Resale | 34.00 | 12.00 | |
| 6 | Bestwall | Resale | 34.50 | 4.16 | |
| 7 | Clay Center COOP | Resale | 34.50 | 12.47 | |
| 8 | Herington City | Resale | 34.50 | 4.16 | |
| 9 | Olpe - Lyon Co. REA | Resale | 34.00 | 12.00 | |
| 10 | Pearl DS&O COOP | Resale | 34.00 | 12.00 | |
| 11 | Ramona DS&O | Resale | 34.00 | 12.00 | |
| 12 | Salemburg DS&O COOP | Resale | 34.00 | 12.00 | |
| 13 | | | | | |
| 14 | 183 Substations with less than 10 MVa Total | | 6731.80 | 1789.65 | |
| 15 | | | | | |
| 16 | Transmission Attended | | | | |
| 17 | Transmission Unattended | | | | |
| 18 | Distribution | | | | |
| 19 | Resale | | | | |
| 20 | | | | | |
| 21 | Total | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | | | | | |
| 37 | | | | | |
| 38 | | | | | |
| 39 | | | | | |
| 40 | | | | | |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 25 | 2 | | | | | 1 |
| 45 | 2 | | | | | 2 |
| 11 | 1 | | | | | 3 |
| 21 | 2 | | | | | 4 |
| 22 | 1 | | | | | 5 |
| 56 | 1 | | | | | 6 |
| 67 | 3 | | | | | 7 |
| 11 | 1 | | | | | 8 |
| 70 | 3 | | | | | 9 |
| 14 | 2 | | | | | 10 |
| 22 | 1 | | | | | 11 |
| 45 | 2 | | | | | 12 |
| 11 | 1 | | | | | 13 |
| 45 | 2 | | | | | 14 |
| 112 | 1 | | | | | 15 |
| 21 | 2 | | | | | 16 |
| 21 | 2 | | | | | 17 |
| 22 | 1 | | | | | 18 |
| 112 | 1 | | | | | 19 |
| 47 | 2 | | | | | 20 |
| 25 | 1 | | | | | 21 |
| 101 | 4 | | | | | 22 |
| 25 | 1 | | | | | 23 |
| 11 | 1 | | | | | 24 |
| 47 | 2 | | | | | 25 |
| 67 | 3 | | | | | 26 |
| 400 | 1 | | | | | 27 |
| 50 | 2 | | | | | 28 |
| 89 | 2 | | | | | 29 |
| 71 | 2 | | | | | 30 |
| 11 | 1 | | | | | 31 |
| 21 | 2 | | | | | 32 |
| 112 | 1 | | | | | 33 |
| 400 | 1 | | | | | 34 |
| 25 | 1 | | | | | 35 |
| 25 | 1 | | | | | 36 |
| 37 | 1 | | | | | 37 |
| 11 | 1 | | | | | 38 |
| 11 | 1 | | | | | 39 |
| 280 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 38 | 1 | | | | | 1 |
| 38 | 2 | | | | | 2 |
| 22 | 1 | | | | | 3 |
| 14 | 2 | | | | | 4 |
| 134 | 2 | | | | | 5 |
| 47 | 3 | | | | | 6 |
| 67 | 2 | | | | | 7 |
| 11 | 3 | | | | | 8 |
| 20 | 1 | | | | | 9 |
| 14 | 2 | | | | | 10 |
| 14 | 1 | | | | | 11 |
| 11 | 1 | | | | | 12 |
| 11 | 1 | | | | | 13 |
| 28 | 1 | | | | | 14 |
| 25 | 1 | | | | | 15 |
| 45 | 1 | | | | | 16 |
| 280 | 1 | | | | | 17 |
| 15 | 3 | | | | | 18 |
| 33 | 2 | | | | | 19 |
| 58 | 1 | | | | | 20 |
| 50 | 1 | | | | | 21 |
| 32 | 1 | | | | | 22 |
| 165 | 3 | | | | | 23 |
| 240 | 1 | | | | | 24 |
| 690 | 2 | | | | | 25 |
| 23 | 1 | | | | | 26 |
| 22 | 1 | | | | | 27 |
| 11 | 3 | | | | | 28 |
| 50 | 2 | | | | | 29 |
| 11 | 1 | | | | | 30 |
| 22 | 2 | | | | | 31 |
| 45 | 1 | | | | | 32 |
| 21 | 2 | | | | | 33 |
| 21 | 1 | | | | | 34 |
| 47 | 1 | | | | | 35 |
| 11 | 1 | | | | | 36 |
| 25 | 3 | | | | | 37 |
| 11 | 1 | | | | | 38 |
| 16 | 1 | | | | | 39 |
| 23 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 170 | 1 | | | | | 1 |
| 200 | 1 | | | | | 2 |
| 236 | 3 | | | | | 3 |
| 340 | 3 | | | | | 4 |
| 45 | 1 | | | | | 5 |
| 14 | 2 | | | | | 6 |
| 25 | | | | | | 7 |
| 22 | 1 | | | | | 8 |
| 560 | 3 | | | | | 9 |
| 11 | 1 | | | | | 10 |
| 11 | 1 | | | | | 11 |
| 11 | 3 | | | | | 12 |
| 112 | 1 | | | | | 13 |
| 213 | 1 | | | | | 14 |
| 65 | 1 | | | | | 15 |
| 65 | 1 | | | | | 16 |
| 65 | 2 | | | | | 17 |
| 194 | 1 | | | | | 18 |
| 45 | 1 | | | | | 19 |
| 25 | 1 | | | | | 20 |
| 100 | 2 | | | | | 21 |
| 25 | 2 | | | | | 22 |
| 28 | 1 | | | | | 23 |
| 6 | 2 | | | | | 24 |
| 112 | 1 | | | | | 25 |
| 1120 | 1 | | | | | 26 |
| 750 | 2 | | | | | 27 |
| 750 | 2 | | | | | 28 |
| 750 | 1 | | | | | 29 |
| 21 | 1 | | | | | 30 |
| 22 | 1 | | | | | 31 |
| 11 | 1 | | | | | 32 |
| 25 | 1 | | | | | 33 |
| 167 | 1 | | | | | 34 |
| 42 | 1 | | | | | 35 |
| 75 | 1 | | | | | 36 |
| 95 | 4 | | | | | 37 |
| 280 | 1 | | | | | 38 |
| 65 | 3 | | | | | 39 |
| 15 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 448 | 1 | | | | | 1 |
| 95 | 1 | | | | | 2 |
| 280 | 1 | | | | | 3 |
| 25 | 3 | | | | | 4 |
| 11 | 1 | | | | | 5 |
| 18 | 1 | | | | | 6 |
| 11 | 3 | | | | | 7 |
| 11 | 1 | | | | | 8 |
| 12 | 3 | | | | | 9 |
| 10 | 1 | | | | | 10 |
| 45 | 1 | | | | | 11 |
| 56 | 2 | | | | | 12 |
| 11 | 2 | | | | | 13 |
| 280 | 1 | | | | | 14 |
| 50 | 1 | | | | | 15 |
| 11 | 3 | | | | | 16 |
| 280 | 2 | | | | | 17 |
| 25 | 2 | | | | | 18 |
| 25 | 1 | | | | | 19 |
| 28 | 1 | | | | | 20 |
| 45 | 1 | | | | | 21 |
| 33 | 3 | | | | | 22 |
| 280 | 1 | | | | | 23 |
| 560 | 1 | | | | | 24 |
| 350 | 1 | | | | | 25 |
| 11 | 1 | | | | | 26 |
| 18 | 2 | | | | | 27 |
| 150 | 1 | | | | | 28 |
| 150 | 1 | | | | | 29 |
| 20 | 2 | | | | | 30 |
| 11 | 1 | | | | | 31 |
| 27 | 1 | | | | | 32 |
| 22 | 1 | | | | | 33 |
| 56 | 1 | | | | | 34 |
| 28 | 1 | | | | | 35 |
| 11 | 1 | | | | | 36 |
| 280 | 1 | | | | | 37 |
| 14 | 1 | | | | | 38 |
| 22 | 1 | | | | | 39 |
| 36 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 11 | 1 | | | | | 1 |
| 28 | 1 | | | | | 2 |
| 50 | 1 | | | | | 3 |
| 45 | 1 | | | | | 4 |
| 560 | 2 | | | | | 5 |
| 11 | 1 | | | | | 6 |
| 70 | 1 | | | | | 7 |
| 11 | 2 | | | | | 8 |
| 21 | 2 | | | | | 9 |
| 67 | 3 | | | | | 10 |
| 50 | 2 | | | | | 11 |
| 20 | 2 | | | | | 12 |
| 11 | 1 | | | | | 13 |
| 11 | 1 | | | | | 14 |
| 11 | 1 | | | | | 15 |
| 25 | 1 | | | | | 16 |
| 37 | 1 | | | | | 17 |
| 45 | 1 | | | | | 18 |
| 14 | 2 | | | | | 19 |
| 28 | 1 | | | | | 20 |
| 45 | 2 | | | | | 21 |
| 14 | 2 | | | | | 22 |
| 28 | 1 | | | | | 23 |
| 22 | 1 | | | | | 24 |
| 45 | 2 | | | | | 25 |
| 21 | 2 | | | | | 26 |
| 168 | 1 | | | | | 27 |
| 47 | 2 | | | | | 28 |
| 11 | 1 | | | | | 29 |
| 11 | 1 | | | | | 30 |
| 37 | 1 | | | | | 31 |
| 400 | 1 | | | | | 32 |
| 1120 | 2 | | | | | 33 |
| 560 | 1 | | | | | 34 |
| 560 | 2 | | | | | 35 |
| 960 | 2 | | | | | 36 |
| 80 | 1 | | | | | 37 |
| 110 | 1 | | | | | 38 |
| 363 | 2 | | | | | 39 |
| 16 | 2 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 168 | 1 | | | | | 1 |
| 280 | 1 | | | | | 2 |
| 22 | 1 | | | | | 3 |
| 27 | 1 | | | | | 4 |
| 25 | 1 | | | | | 5 |
| 70 | 3 | | | | | 6 |
| 11 | 1 | | | | | 7 |
| 50 | 2 | | | | | 8 |
| 12 | 2 | | | | | 9 |
| 45 | 2 | | | | | 10 |
| 50 | 1 | | | | | 11 |
| 100 | 1 | | | | | 12 |
| 33 | 1 | | | | | 13 |
| 17 | 2 | | | | | 14 |
| 21 | 2 | | | | | 15 |
| 45 | 1 | | | | | 16 |
| 15 | 1 | | | | | 17 |
| 14 | 2 | | | | | 18 |
| 14 | 1 | | | | | 19 |
| 20 | 2 | | | | | 20 |
| 21 | 2 | | | | | 21 |
| 45 | 2 | | | | | 22 |
| 33 | 2 | | | | | 23 |
| 37 | 1 | | | | | 24 |
| 70 | 3 | | | | | 25 |
| 21 | 2 | | | | | 26 |
| 28 | 2 | | | | | 27 |
| 11 | 1 | | | | | 28 |
| 11 | 1 | | | | | 29 |
| 11 | 1 | | | | | 30 |
| 66 | 1 | | | | | 31 |
| 48 | 2 | | | | | 32 |
| 11 | 1 | | | | | 33 |
| 70 | 3 | | | | | 34 |
| | | | | | | 35 |
| 23090 | 351 | | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 6 | 2 | | | | | 1 |
| 16 | 4 | | | | | 2 |
| 562 | 241 | | | | | 3 |
| 79 | 42 | | | | | 4 |
| 7 | 2 | | | | | 5 |
| 4 | 1 | | | | | 6 |
| 3 | 1 | | | | | 7 |
| 7 | 1 | | | | | 8 |
| 4 | 1 | | | | | 9 |
| 4 | 1 | | | | | 10 |
| 1 | 3 | | | | | 11 |
| 1 | 1 | | | | | 12 |
| | | | | | | 13 |
| 694 | 300 | | | | | 14 |
| | | | | | | 15 |
| 7291 | 40 | | | | | 16 |
| 12296 | 164 | | | | | 17 |
| 4166 | 436 | | | | | 18 |
| 31 | 11 | | | | | 19 |
| | | | | | | 20 |
| 23784 | 651 | | | | | 21 |
| | | | | | | 22 |
| | | | | | | 23 |
| | | | | | | 24 |
| | | | | | | 25 |
| | | | | | | 26 |
| | | | | | | 27 |
| | | | | | | 28 |
| | | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Energy, Inc. | (1) X An Original<br>(2) __ A Resubmission | 04/08/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 426.2 Line No.: 24 Column: a***

Jeffrey Energy Center units are jointly owned by Westar Energy, Inc. (72%), KGE (20%), and Kansas City Power and Light Company (8%). Westar Energy, Inc. is the operator.

20160526-8001 FERC PDF (Unofficial) 05/23/2016

THIS FILING IS

Item 1: ☐ An Initial (Original) Submission OR ☒ Resubmission No. ____

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| Kansas Gas and Electric Company | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION From (a) | DESIGNATION To (b) | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) Operating (c) | VOLTAGE (KV) Designed (d) | Type of Supporting Structure (e) | LENGTH (Pole miles) (In the case of underground lines report circuit miles) On Structure of Line Designated (f) | LENGTH On Structures of Another Line (g) | Number Of Circuits (h) |
|---|---|---|---|---|---|---|---|---|
| 1 | 345 kV LINES: | | | | | | | |
| 2 | 01 Wichita KPL-KGE Tie | Wichita Sub | 345.00 | 345.00 | HFW | 60.67 | | 1 |
| 3 | | | | | | | | |
| 4 | 09 Wichita | Woodring KGE-OGE Tie | 345.00 | 345.00 | HFW | 29.67 | | 1 |
| 5 | 09 Wichita | Woodring KGE-OGE Tie | 345.00 | 345.00 | HFS | 30.32 | | 1 |
| 6 | | | | | | | | |
| 7 | 10 Wichita Sub | Benton Sub | 345.00 | 345.00 | HFW | 19.76 | | 1 |
| 8 | 10 Benton Sub | Rose Hill Sub | 345.00 | 345.00 | HFW | 9.87 | | 1 |
| 9 | 10 Benton Sub | Rose Hill Sub | 345.00 | 345.00 | ST | 5.60 | | 1 |
| 10 | | | | | | | | |
| 11 | 11 Rose Hill Sub | Latham Sub | 345.00 | 345.00 | HFW | 30.44 | | 1 |
| 12 | 11 Latham Sub | Str 593 | 345.00 | 345.00 | HFS | 6.88 | | 1 |
| 13 | Str 593 | Caney Sub | 345.00 | 345.00 | HFW | 1.18 | | 1 |
| 14 | Caney Sub | Neosho Sub | 345.00 | 345.00 | HFW | 75.75 | | 1 |
| 15 | | | | | | | | |
| 16 | 12 Neosho 345 Sub | LaCygne KGE-KCPL Tie | 345.00 | 345.00 | HFW | 82.44 | | 1 |
| 17 | 12 Neosho 345 Sub | LaCygne KGE-KCPL Tie | 345.00 | 345.00 | ST | 1.08 | | 1 |
| 18 | | | | | | | | |
| 19 | 13 Neosho 345 Sub | Northeastern KGE-AEP Tie | 345.00 | 345.00 | HFW | 23.53 | | 1 |
| 20 | | | | | | | | |
| 21 | 14 Neosho 345 Sub | Morgan KGE-AECI Tie | 345.00 | 345.00 | HFW | 31.01 | | 1 |
| 22 | | | | | | | | |
| 23 | 15 LaCygne KGE-KCPL Tie | Wolf Creek Sub | 345.00 | 345.00 | ST | 3.00 | | 1 |
| 24 | 15 LaCygne KGE-KCPL Tie | Wolf Creek Sub | 345.00 | 345.00 | HFW, MPS | 56.71 | | 1 |
| 25 | 15 Wolf Creek Sub | Benton Sub | 345.00 | 345.00 | ST | 3.22 | | 1 |
| 26 | 15 Wolf Creek Sub | Benton Sub | 345.00 | 345.00 | HFW | 94.73 | | 1 |
| 27 | | | | | | | | |
| 28 | 16 Wolf Creek Sub | Rose Hill Sub | 345.00 | 345.00 | HFW | 97.89 | | 1 |
| 29 | | | | | | | | |
| 30 | 19S Reno County Sub | Wichita 345 Sub | 345.00 | 345.00 | ST | 43.16 | | 1 |
| 31 | | | | | | | | |
| 32 | 20 Rose Hill Sub | KGE-OKGE Tie | 345.00 | 345.00 | SPS | 17.11 | | 1 |
| 33 | 20 Rose Hill Sub | KGE-OKGE Tie | 345.00 | 345.00 | SHF | 32.36 | | 1 |
| 34 | | | | | | | | |
| 35 | TOTAL 345 kV LINES | | | | | 756.38 | | 22 |
| 36 | | | | | TOTAL | 2,512.63 | 66.48 | 146 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION From (a) | DESIGNATION To (b) | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) Operating (c) | VOLTAGE (KV) Designed (d) | Type of Supporting Structure (e) | LENGTH (Pole miles) (In the case of underground lines report circuit miles) On Structure of Line Designated (f) | LENGTH On Structures of Another Line (g) | Number Of Circuits (h) |
|---|---|---|---|---|---|---|---|---|
| 1 | 161 kV LINES: | | | | | | | |
| 2 | 04 KPL-KGE Tie | Midian Sub | 161.00 | 161.00 | HFW | 93.43 | | 1 |
| 3 | | | | | | | | |
| 4 | 07 Neosho SES Sub | Riverton KGE-EDE Tie | 161.00 | 161.00 | ST | 2.23 | | 1 |
| 5 | 07 Neosho SES Sub | Riverton KGE-EDE Tie | 161.00 | 161.00 | ST | 0.21 | | 1 |
| 6 | | | | | | | | |
| 7 | 08 Neosho Sub | Marmaton Sub | 161.00 | 161.00 | HFW | 38.88 | | 1 |
| 8 | 08 Neosho Sub | Marmaton Sub | 161.00 | 161.00 | ST | | 0.21 | 2 |
| 9 | | | | | | | | |
| 10 | 09 Marmaton Sub | Litchfield Sub | 161.00 | 161.00 | HFW | 40.62 | | 1 |
| 11 | 09 Litchfield Sub | Asbury KGE-EDE Tie | 161.00 | 161.00 | HFW | 1.51 | | 1 |
| 12 | | | | | | | | |
| 13 | 10 Neosho 161 Sub | Neosho 345 Sub | 161.00 | 161.00 | HFW | 0.29 | | 1 |
| 14 | | | | | | | | |
| 15 | 11 Neosho | Baker | 161.00 | 161.00 | SPW,MPW | 20.91 | | 1 |
| 16 | 11Baker | Litchfield Sub | 161.00 | 161.00 | SPW,MPW | 15.48 | | 1 |
| 17 | | | | | | | | |
| 18 | TOTAL 161 kV LINES | | | | | 213.56 | 0.21 | 11 |
| 19 | | | | | | | | |
| 20 | 138 kV LINES: | | | | | | | |
| 21 | 01 Neosho Sub | Altoona Sub | 138.00 | 138.00 | SPW | 0.46 | | 1 |
| 22 | 01 Neosho Sub | Altoona Sub | 138.00 | 138.00 | ST | 32.85 | | 1 |
| 23 | 01 Altoona Sub | Butler Sub | 138.00 | 138.00 | ST & HFW | 70.62 | | 1 |
| 24 | 01 Butler Sub | Midian Sub | 138.00 | 138.00 | ST | 3.00 | | 1 |
| 25 | | | | | | | | |
| 26 | 02 El Paso Sub | Weaver Sub | 138.00 | 138.00 | HFW | 12.83 | | 1 |
| 27 | 02 El Paso Sub | Weaver Sub | 138.00 | 138.00 | ST | 0.05 | | 1 |
| 28 | | | | | | | | |
| 29 | 03 Murray Gill Sub | El Paso Sub | 138.00 | 138.00 | HFW | 9.18 | | 1 |
| 30 | 03 Murray Gill Sub | El Paso Sub | 138.00 | 138.00 | ST | 1.69 | | 1 |
| 31 | | | | | | | | |
| 32 | 04 Weaver Sub | Butler Sub | 138.00 | 138.00 | SPW | 2.28 | | 1 |
| 33 | 04 Weaver Sub | Butler Sub | 138.00 | 138.00 | HFW | 15.00 | | 1 |
| 34 | 04 Weaver Sub | Butler Sub | 138.00 | 138.00 | SPS | 15.94 | | 1 |
| 35 | 04 Weaver Sub | Butler Sub | 138.00 | 138.00 | ST | 0.81 | | 1 |
| 36 | | | | | TOTAL | 2,512.63 | 66.48 | 146 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | | | | | | | | |
| 2 | 05A El Paso Sub | Sumner County Sub | 138.00 | 138.00 | HFW | 0.04 | 0.04 | 2 |
| 3 | 05A El Paso Sub | Creswell Sub | 138.00 | 138.00 | HFW | 37.18 | | 1 |
| 4 | 05A El Paso Sub | Creswell Sub | 138.00 | 138.00 | ST | 0.07 | | 1 |
| 5 | 05A El Paso Sub | Creswell Sub | 138.00 | 138.00 | ST | | 0.03 | 1 |
| 6 | 05A El Paso Sub | Creswell Sub | 138.00 | 138.00 | CONC | 0.62 | 0.62 | 1 |
| 7 | 05A El Paso Sub | Creswell Sub | 138.00 | 138.00 | SHF | | 6.33 | 2 |
| 8 | 05B Creswell Sub | White Eagle KGE-OGE Tie | 138.00 | 138.00 | HFW | 6.07 | | 1 |
| 9 | | | | | | | | |
| 10 | 06 Murray Gill Sub | Hoover Sub | 138.00 | 138.00 | SPW | 0.19 | | 1 |
| 11 | 06 Murray Gill Sub | Hoover Sub | 138.00 | 138.00 | SPS | 6.02 | | 1 |
| 12 | 06 Murray Gill Sub | Hoover Sub | 138.00 | 138.00 | ST | 1.80 | | 1 |
| 13 | 06 Murray Gill Sub | Hoover Sub | 138.00 | 138.00 | ST | 0.06 | 1.51 | 1 |
| 14 | | | | | | | | |
| 15 | 07 Gordon Evans Sub | Cowskin Sub | 138.00 | 138.00 | SPS | 2.68 | | 1 |
| 16 | 07 Gordon Evans Sub | Cowskin Sub | 138.00 | 138.00 | HFW | 3.92 | | 1 |
| 17 | 07 Gordon Evans Sub | Cowskin Sub | 138.00 | 138.00 | ST | 0.03 | | 1 |
| 18 | 07 Gordon Evans Sub | Cowskin Sub | 138.00 | 138.00 | ST | | 0.06 | 1 |
| 19 | | | | | | | | |
| 20 | 08 Gordan Evans Sub | Hoover Sub | 138.00 | 138.00 | HFW | 12.01 | | 1 |
| 21 | 08 Gordan Evans Sub | Hoover Sub | 138.00 | 138.00 | ST | 0.62 | | 2 |
| 22 | 08 Gordan Evans Sub | Hoover Sub | 138.00 | 138.00 | ST | 0.03 | | 1 |
| 23 | | | | | | | | |
| 24 | 09 Benton Sub | Chisholm Sub | 138.00 | 138.00 | SPS | 4.64 | | 1 |
| 25 | 09 Benton Sub | Chisholm Sub | 138.00 | 138.00 | HFW | 4.99 | | 1 |
| 26 | | | | | | | | |
| 27 | 10 Benton Sub | Northeast Sub | 138.00 | 138.00 | ST | 0.04 | | 1 |
| 28 | 10 Benton Sub | Northeast Sub | 138.00 | 138.00 | HFW | 3.98 | | 1 |
| 29 | 10 Benton Sub | Northeast Sub | 138.00 | 138.00 | SPS | | 4.64 | 1 |
| 30 | 10 Benton Sub | Northeast Sub | 138.00 | 138.00 | ST | 1.23 | | 1 |
| 31 | | | | | | | | |
| 32 | 11 Gordon Evans Sub | Halstead Sub | 138.00 | 138.00 | SPS | | 14.62 | 1 |
| 33 | 11 Gordon Evans Sub | Halstead Sub | 138.00 | 138.00 | SPS | 0.06 | | 1 |
| 34 | | | | | | | | |
| 35 | 12 Gordon Evans Sub | Chisholm Sub | 138.00 | 138.00 | HFW | 7.86 | | 1 |
| 36 | | | | | TOTAL | 2,512.63 | 66.48 | 146 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 12 Gordon Evans Sub | Chisholm Sub | 138.00 | 138.00 | ST | 0.44 | | 1 |
| 2 | 12 Gordon Evans Sub | Chisholm Sub | 138.00 | 138.00 | SPS | 3.94 | | 1 |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | 13 Murray Gill Sub | Clearwater Sub | 138.00 | 138.00 | SHF | 7.96 | | 1 |
| 6 | 13 Clearwater Sub | Harper Sub | 138.00 | 138.00 | HFW | 6.12 | | 1 |
| 7 | | | | | | | | |
| 8 | 14 Halstead Sub | Moundridge Sub | 138.00 | 138.00 | SPS | 2.18 | 8.98 | 1 |
| 9 | | | | | | | | |
| 10 | 15 Neosho Sub | Liberty/Dearing Sub | 138.00 | 138.00 | HFW | 41.19 | | 1 |
| 11 | | | | | | | | |
| 12 | 16 Altoona Sub | Tioga Sub | 138.00 | 138.00 | HFW | 16.38 | | 1 |
| 13 | | | | | | | | |
| 14 | 17 Dearing Sub | Bartlesville KGE-AEP Tie | 138.00 | 138.00 | HFW | 3.91 | | 1 |
| 15 | | | | | | | | |
| 16 | 18 Northeast Sub | Weaver Sub | 138.00 | 138.00 | SPS | 0.27 | | 1 |
| 17 | 18 Northeast Sub | Weaver Sub | 138.00 | 138.00 | ST | | 0.84 | 1 |
| 18 | 18 Northeast Sub | Weaver Sub | 138.00 | 138.00 | SPW | 0.29 | | 1 |
| 19 | 18 Northeast Sub | Weaver Sub | 138.00 | 138.00 | HFW | 10.29 | | 1 |
| 20 | | | | | | | | |
| 21 | 19 Gordon Evans Sub | Wichita 345 Sub | 138.00 | 138.00 | ST | 0.19 | | 1 |
| 22 | | | | | | | | |
| 23 | 20 Dearing Sub | Montgomery Sub | 138.00 | 138.00 | HFW | 11.45 | | 1 |
| 24 | | | | | | | | |
| 25 | 21 Rose Hill Sub | El Paso Sub | 138.00 | 138.00 | SPS | | 6.52 | 1 |
| 26 | 21 Rose Hill Sub | El Paso Sub | 138.00 | 138.00 | HFW | 1.74 | | 1 |
| 27 | 21 Rose Hill Sub | El Paso Sub | 138.00 | 138.00 | ST | 0.11 | | 1 |
| 28 | | | | | | | | |
| 29 | 22 Murray Gill Sub | Waco Jct | 138.00 | 138.00 | SPW | 0.65 | | 1 |
| 30 | 22 Waco Jct | Waco Sub | 138.00 | 138.00 | SPW | 1.23 | 1.23 | 2 |
| 31 | 22 Waco Jct | Centennial Sub | 138.00 | 138.00 | SPW | 8.37 | | 1 |
| 32 | 22 Centennial Sub | Cowskin Sub | 138.00 | 138.00 | ST | 0.02 | | 1 |
| 33 | 22 Centennial Sub | Cowskin Sub | 138.00 | 138.00 | SPW,SPS | 3.26 | | 1 |
| 34 | | | | | | | | |
| 35 | 23 Canal Sub | 17th Street Sub | 138.00 | 138.00 | SPW | 4.40 | | 1 |
| 36 | | | | | TOTAL | 2,512.63 | 66.48 | 146 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 23 Canal Sub | 17th Street Sub | 138.00 | 138.00 | SPS | 0.47 | | 1 |
| 2 | | | | | | | | |
| 3 | 24 Neosho 345 Sub | Neosho SES Sub | 138.00 | 138.00 | HFW | 0.28 | | 1 |
| 4 | | | | | | | | |
| 5 | 25 Montgomery Sub | Taylor Sub | 138.00 | 138.00 | SPW | 1.86 | | 1 |
| 6 | 25 Taylor Sub | Altoona Sub | 138.00 | 138.00 | SPW | 2.75 | | 1 |
| 7 | 25 Taylor Sub | Altoona Sub | 138.00 | 138.00 | HFW | 7.54 | | 1 |
| 8 | 25 Montgomery Sub | Altoona Sub | 138.00 | 138.00 | HFW | 10.63 | | 1 |
| 9 | 25 Montgomery Sub | Altoona Sub | 138.00 | 138.00 | ST | 0.71 | | 1 |
| 10 | | | | | | | | |
| 11 | 26 Northeast Sub | Benton Sub | 138.00 | 138.00 | SPW | 3.04 | | 1 |
| 12 | 26 Northeast Sub | Benton Sub | 138.00 | 138.00 | HFW | 4.72 | | 1 |
| 13 | 26 Northeast Sub | Benton Sub | 138.00 | 138.00 | ST | 0.05 | | 1 |
| 14 | 26 Northeast Sub | Benton Sub | 138.00 | 138.00 | ST | | 1.23 | 1 |
| 15 | 26 Benton Sub | Midian Sub | 138.00 | 138.00 | HFW | 14.08 | | 1 |
| 16 | 26 Benton Sub | Midian Sub | 138.00 | 138.00 | ST | 0.02 | | 1 |
| 17 | | | | | | | | |
| 18 | 27 Rose Hill Sub | Weaver Sub | 138.00 | 138.00 | SPS | 0.72 | | 1 |
| 19 | 27 Rose Hill Sub | Weaver Sub | 138.00 | 138.00 | HFW | 1.18 | | 1 |
| 20 | 27 Rose Hill Sub | Weaver Sub | 138.00 | 138.00 | ST | 0.02 | | 1 |
| 21 | 27 Rose Hill Sub | Weaver Sub | 138.00 | 138.00 | ST | 0.02 | 5.47 | 1 |
| 22 | | | | | | | | |
| 23 | 28 El Paso Sub | Stearman Sub | 138.00 | 138.00 | SPW | 5.19 | | 1 |
| 24 | 28 El Paso Sub | Stearman Sub | 138.00 | 138.00 | SPS | 0.30 | | 1 |
| 25 | 28 Stearman Sub | Boeing Sub | 138.00 | 138.00 | SPS | | 0.28 | 1 |
| 26 | 28 El Paso Sub | Boeing Sub | 138.00 | 138.00 | SPW | 1.12 | | 1 |
| 27 | 28 El Paso Sub | Boeing Sub | 138.00 | 138.00 | SPS | 0.52 | | 1 |
| 28 | 28 El Paso Sub | Boeing Sub | 138.00 | 138.00 | ST | | 0.11 | 1 |
| 29 | 28 Boeing Sub | Canal Sub | 138.00 | 138.00 | SPW | 3.18 | | 1 |
| 30 | 28 Boeing Sub | Canal Sub | 138.00 | 138.00 | SPS | 0.18 | | 1 |
| 31 | 28 Boeing Sub | Canal Sub | 138.00 | 138.00 | SPS | | 0.52 | 1 |
| 32 | | | | | | | | |
| 33 | 29 Chisholm Sub | 17th Street Sub | 138.00 | 138.00 | SPS | 0.28 | | 1 |
| 34 | 29 Chisholm Sub | 17th Street Sub | 138.00 | 138.00 | HFW | 1.53 | | 1 |
| 35 | 29 Chisholm Sub | 17th Street Sub | 138.00 | 138.00 | CONC | 4.09 | | 1 |
| 36 | | | | | TOTAL | 2,512.63 | 66.48 | 146 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | 30 El Paso Sub | 64th Street Sub | 138.00 | 138.00 | ST | 0.27 | | 1 |
| 6 | 30 El Paso Sub | 64th Street Sub | 138.00 | 138.00 | SPW | 5.77 | | 1 |
| 7 | 30 El Paso Sub | 64th Street Sub | 138.00 | 138.00 | SPW | 0.92 | | 1 |
| 8 | 30 El Paso Sub | 64th Street Sub | 138.00 | 138.00 | ST | 0.99 | | 1 |
| 9 | | | | | | | | |
| 10 | 31 Rose Hill Sub | Stearman Sub | 138.00 | 138.00 | SPS | 10.19 | | 2 |
| 11 | 31 Rose Hill Sub | Stearman Sub | 138.00 | 138.00 | SPS | 1.45 | | 1 |
| 12 | | | | | | | | |
| 13 | 32 Gordon Evans Sub | Wichita 345 Sub | 138.00 | 138.00 | HFW | 0.11 | | 1 |
| 14 | | | | | | | | |
| 15 | 33 64th Street Sub | Weaver Sub | 138.00 | 138.00 | ST | | 0.25 | 1 |
| 16 | 33 64th Street Sub | Weaver Sub | 138.00 | 138.00 | SPW | 10.01 | | 1 |
| 17 | 33 64th Street Sub | Weaver Sub | 138.00 | 138.00 | SPW | | 0.92 | 1 |
| 18 | 33 Springdale Tap | Springdale Sub | 138.00 | 138.00 | SPW | 0.06 | | 1 |
| 19 | 33 Harry St Sub So Tap | Harry St Sub | 138.00 | 138.00 | SPW | 0.12 | | 1 |
| 20 | | | | | | | | |
| 21 | 34 Crisholm Sub | Grant Sub | 69.00 | 138.00 | SPW | 2.31 | | 1 |
| 22 | | | | | | | | |
| 23 | 36 Sumner County Sub | Timber Jct Sub | 138.00 | 138.00 | SPW | 12.00 | | 1 |
| 24 | 36 Timber Jct Sub | TC Rock Sub | 138.00 | 138.00 | SPW | 1.12 | | 2 |
| 25 | | | | | | | | |
| 26 | 38 Bently West Sub | 38 Bentley East Sub | 138.00 | 138.00 | SPW | 3.41 | | 1 |
| 27 | TOTAL 138 kV LINES | | | | | 496.45 | 54.20 | 113 |
| 28 | | | | | | | | |
| 29 | 69 kV LINES | | 69.00 | 69.00 | | 937.60 | 12.07 | |
| 30 | | | | | | | | |
| 31 | 34.5 kV LINES | | 34.50 | 34.50 | | 108.64 | | |
| 32 | | | | | | | | |
| 33 | | | | | | | | |
| 34 | | | | | | | | |
| 35 | | | | | | | | |
| 36 | | | | | TOTAL | 2,512.63 | 66.48 | 146 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 795.0 ACSR | 359,223 | 10,360,245 | 10,719,468 | | | | | 2 |
| | | | | | | | | 3 |
| 795.0 ACSR | 812,818 | 13,851,272 | 14,664,090 | | | | | 4 |
| 795.0 ACSR | | | | | | | | 5 |
| | | | | | | | | 6 |
| 954.0 ACSR | 532,700 | 2,514,222 | 3,046,922 | | | | | 7 |
| 954.0 ACSR | | | | | | | | 8 |
| 954.0 ACSR | | | | | | | | 9 |
| | | | | | | | | 10 |
| 954.0 ACSR | 575,940 | 12,411,966 | 12,987,906 | | | | | 11 |
| 954.0 ACSR | | | | | | | | 12 |
| 954.0 ACSR | | | | | | | | 13 |
| 954.0 ACSR | | | | | | | | 14 |
| | | | | | | | | 15 |
| 954.0 ACSR | 466,761 | 5,817,794 | 6,284,555 | | | | | 16 |
| 954.0 ACSR | | | | | | | | 17 |
| | | | | | | | | 18 |
| 795.0 ACSR | 131,636 | 1,584,454 | 1,716,090 | | | | | 19 |
| | | | | | | | | 20 |
| 795.0 ACSR | 225,488 | 2,030,899 | 2,256,387 | | | | | 21 |
| | | | | | | | | 22 |
| 954.0 ACSR | 918,643 | 12,604,814 | 13,523,457 | | | | | 23 |
| 954.0 ACSR | | | | | | | | 24 |
| 954.0 ACSR | | | | | | | | 25 |
| 954.0 ACSR | | | | | | | | 26 |
| | | | | | | | | 27 |
| 954.0 ACSR | 2,034,038 | 16,340,463 | 18,374,501 | | | | | 28 |
| | | | | | | | | 29 |
| 1192.5 ACSR | 3,095,629 | 55,460,030 | 58,555,659 | | | | | 30 |
| | | | | | | | | 31 |
| 1590 KCM-ACSR | 4,331,777 | 63,213,450 | 67,545,227 | | | | | 32 |
| 1590 KCM-ACSR | | | | | | | | 33 |
| | | | | | | | | 34 |
| | 13,484,653 | 196,189,609 | 209,674,262 | | | | | 35 |
| | 40,575,138 | 544,723,193 | 585,298,331 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 250 CU | 908,761 | 4,132,059 | 5,040,820 | | | | | 2 |
| | | | | | | | | 3 |
| 636.0 ACSR | 3,928 | 41,734 | 45,662 | | | | | 4 |
| 795.0 ACSR | | | | | | | | 5 |
| | | | | | | | | 6 |
| 336.0 ACSR | 18,272 | 2,213,419 | 2,231,691 | | | | | 7 |
| 336.0 ACSR | | | | | | | | 8 |
| | | | | | | | | 9 |
| 795.0 ACSR | 4,188 | 2,686,212 | 2,690,400 | | | | | 10 |
| 795.0 ACSR | | | | | | | | 11 |
| | | | | | | | | 12 |
| 954.0 ACSR | | 79,704 | 79,704 | | | | | 13 |
| | | | | | | | | 14 |
| 795.0 ACSR | 134,312 | 3,374,758 | 3,509,070 | | | | | 15 |
| 795.0 ACSR | | | | | | | | 16 |
| | | | | | | | | 17 |
| | 1,069,461 | 12,527,886 | 13,597,347 | | | | | 18 |
| | | | | | | | | 19 |
| | | | | | | | | 20 |
| 795.0 ACSR | 89,537 | 4,900,507 | 4,990,044 | | | | | 21 |
| 266.8 ACSR | | | | | | | | 22 |
| 266.8 ACSR | | | | | | | | 23 |
| 477.0 ACSR | | | | | | | | 24 |
| | | | | | | | | 25 |
| 477.0 ACSR | 89,729 | 1,343,890 | 1,433,619 | | | | | 26 |
| 477.0 ACSR | | | | | | | | 27 |
| | | | | | | | | 28 |
| 954.0 ACSR | 54,863 | 919,245 | 974,108 | | | | | 29 |
| 954.0 ACSR | | | | | | | | 30 |
| | | | | | | | | 31 |
| 477.0 ACSR | 88,159 | 899,702 | 987,861 | | | | | 32 |
| 477.0 ACSR | | | | | | | | 33 |
| 477.0 ACSR | | | | | | | | 34 |
| 477.0 ACSR | | | | | | | | 35 |
| | 40,575,138 | 544,723,193 | 585,298,331 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 477.0 ACSR | 266,586 | 7,282,607 | 7,549,193 | | | | | 2 |
| 477.0 ACSR | | | | | | | | 3 |
| 3" SP AL | | | | | | | | 4 |
| 477.0 ACSR | | | | | | | | 5 |
| 477.0 ACSR | | | | | | | | 6 |
| 1192.5 ACSR | | | | | | | | 7 |
| 477.0 ACSR | | | | | | | | 8 |
| | | | | | | | | 9 |
| 954.0 ACSR | 53,525 | 2,077,316 | 2,130,841 | | | | | 10 |
| 1192.5 ACSR | | | | | | | | 11 |
| 954.0 ACSR | | | | | | | | 12 |
| 954.0 ACSR | | | | | | | | 13 |
| | | | | | | | | 14 |
| 666.0 ACSR | 89,233 | 877,609 | 966,842 | | | | | 15 |
| 666.0 ACSR | | | | | | | | 16 |
| 666.0 ACSR | | | | | | | | 17 |
| 954.0 ACSR | | | | | | | | 18 |
| | | | | | | | | 19 |
| 666.0 ACSR | 396,669 | 6,601,793 | 6,998,462 | | | | | 20 |
| 666.0 ACSR | | | | | | | | 21 |
| 666.0 ACSR | | | | | | | | 22 |
| | | | | | | | | 23 |
| 477.0 ACSR | 165,352 | 1,576,636 | 1,741,988 | | | | | 24 |
| 666.0 ACSR | | | | | | | | 25 |
| | | | | | | | | 26 |
| 3" SP AL | 161,521 | 577,423 | 738,944 | | | | | 27 |
| 666.0 ACSR | | | | | | | | 28 |
| 477.0 ACSR | | | | | | | | 29 |
| 666.0 ACSR | | | | | | | | 30 |
| | | | | | | | | 31 |
| 1192.5 ACSR | 55,863 | 2,148,834 | 2,204,697 | | | | | 32 |
| 1192.5 ACSR | | | | | | | | 33 |
| | | | | | | | | 34 |
| 666.0 ACSR | 388,865 | 6,770,905 | 7,159,770 | | | | | 35 |
| | 40,575,138 | 544,723,193 | 585,298,331 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 666.0 ACSR | | | | | | | | 1 |
| 954.0 ACSR | | | | | | | | 2 |
| | | | | | | | | 3 |
| | | | | | | | | 4 |
| 1192.5 ACSR | 50,179 | 8,276,579 | 8,326,758 | | | | | 5 |
| 266.8 ACSR | | | | | | | | 6 |
| | | | | | | | | 7 |
| 1192.5 ACSR | 17,325 | 1,667,830 | 1,685,155 | | | | | 8 |
| | | | | | | | | 9 |
| 795.0 ACSR | 83,755 | 1,822,040 | 1,905,795 | | | | | 10 |
| | | | | | | | | 11 |
| 477.0 ACSR | 45,415 | 670,558 | 715,973 | | | | | 12 |
| | | | | | | | | 13 |
| 795.0 ACSR | 8,283 | 1,708,760 | 1,717,043 | | | | | 14 |
| | | | | | | | | 15 |
| 795.0 ACSR | 265,589 | 1,168,559 | 1,434,148 | | | | | 16 |
| 795.0 ACSR | | | | | | | | 17 |
| 795.0 ACSR | | | | | | | | 18 |
| 795.0 ACSR | | | | | | | | 19 |
| | | | | | | | | 20 |
| 795.0 ACSR | | 34,081 | 34,081 | | | | | 21 |
| | | | | | | | | 22 |
| 795.0 ACSR | 33,611 | 466,492 | 500,103 | | | | | 23 |
| | | | | | | | | 24 |
| 954.0 ACSR | 125,051 | 1,298,016 | 1,423,067 | | | | | 25 |
| 954.0 ACSR | | | | | | | | 26 |
| 954.0 ACSR | | | | | | | | 27 |
| | | | | | | | | 28 |
| 954.0 ACSR | 742,786 | 9,449,937 | 10,192,723 | | | | | 29 |
| 954.0 ACSR | | | | | | | | 30 |
| 954.0 ACSR | | | | | | | | 31 |
| 3" SP AL | | | | | | | | 32 |
| Various | | | | | | | | 33 |
| | | | | | | | | 34 |
| 954.0 ACSR | | 1,252,251 | 1,252,251 | | | | | 35 |
| | 40,575,138 | 544,723,193 | 585,298,331 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| 954.0 ACSR | | | | | | | | 1 |
| | | | | | | | | 2 |
| 954.0 ACSR | | 83,643 | 83,643 | | | | | 3 |
| | | | | | | | | 4 |
| 954.0 ACSR | 81,747 | 3,651,610 | 3,733,357 | | | | | 5 |
| 954.0 ACSR | | | | | | | | 6 |
| 954.0 ACSR | | | | | | | | 7 |
| 954.0 ACSR | | | | | | | | 8 |
| 954.0 ACSR | | | | | | | | 9 |
| | | | | | | | | 10 |
| 954.0 ACSR | 386,692 | 2,270,387 | 2,657,079 | | | | | 11 |
| 954.0 ACSR | | | | | | | | 12 |
| 954.0 ACSR | | | | | | | | 13 |
| 666.0 ACSR | | | | | | | | 14 |
| 954.0 ACSR | | | | | | | | 15 |
| 954.0 ACSR | | | | | | | | 16 |
| | | | | | | | | 17 |
| 954.0 ACSR | 32,973 | 662,421 | 695,394 | | | | | 18 |
| 954.0 ACSR | | | | | | | | 19 |
| 954.0 ACSR | | | | | | | | 20 |
| 954.0 ACSR | | | | | | | | 21 |
| | | | | | | | | 22 |
| 954.0 ACSR | 132,779 | 3,609,415 | 3,742,194 | | | | | 23 |
| 954.0 ACSR | | | | | | | | 24 |
| 954.0 ACSR | | | | | | | | 25 |
| 954.0 ACSR | | | | | | | | 26 |
| 477.0 ACSR | | | | | | | | 27 |
| 954.0 ACSR | | | | | | | | 28 |
| 954.0 ACSR | | | | | | | | 29 |
| 954.0 ACSR | | | | | | | | 30 |
| 477.0 ACSR | | | | | | | | 31 |
| | | | | | | | | 32 |
| 954.0 ACSR | 119,828 | 1,920,448 | 2,040,276 | | | | | 33 |
| 954.0 ACSR | | | | | | | | 34 |
| 954.0 ACSR | | | | | | | | 35 |
| | 40,575,138 | 544,723,193 | 585,298,331 | | | | | 36 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| | | | | | | | | 2 |
| | | | | | | | | 3 |
| | | | | | | | | 4 |
| 954.0 ACSR | 5,688 | 2,617,614 | 2,623,302 | | | | | 5 |
| 954.0 ACSR | | | | | | | | 6 |
| 477.0 ACSR | | | | | | | | 7 |
| 477.0 ACSR | | | | | | | | 8 |
| | | | | | | | | 9 |
| 954.0 ACSR | 1,519,628 | 7,204,289 | 8,723,917 | | | | | 10 |
| 954.0 ACSR | | | | | | | | 11 |
| | | | | | | | | 12 |
| 954.0 ACSR | | 51,985 | 51,985 | | | | | 13 |
| | | | | | | | | 14 |
| 954.0 ACSR | | 4,074,893 | 4,074,893 | | | | | 15 |
| 954.0 ACSR | | | | | | | | 16 |
| 954.0 ACSR | | | | | | | | 17 |
| 954.0 ACSR | | | | | | | | 18 |
| 954.0 ACSR | | | | | | | | 19 |
| | | | | | | | | 20 |
| 954.0 ACSR | | 660,475 | 660,475 | | | | | 21 |
| | | | | | | | | 22 |
| 1192.5 ACSR | 1,049,582 | 8,517,630 | 9,567,212 | | | | | 23 |
| 1192.5 ACSR | | | | | | | | 24 |
| | | | | | | | | 25 |
| 1192.5 ACSR | 958 | 189 | 1,147 | | | | | 26 |
| | 6,601,771 | 99,116,569 | 105,718,340 | | | | | 27 |
| | | | | | | | | 28 |
| | 18,254,669 | 233,484,479 | 251,739,148 | | | | | 29 |
| | | | | | | | | 30 |
| | 1,164,584 | 3,404,650 | 4,569,234 | | | | | 31 |
| | | | | | | | | 32 |
| | | | | | | | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | 40,575,138 | 544,723,193 | 585,298,331 | | | | | 36 |

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas Gas and Electric Company | (1) __ An Original<br>(2) X A Resubmission | 05/23/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 422 Line No.: 5 Column: l***
Costs are included in line 4 above.

***Schedule Page: 422 Line No.: 8 Column: l***
Costs are included in line 7 above.

***Schedule Page: 422 Line No.: 9 Column: l***
Costs are included in line 7 above.

***Schedule Page: 422 Line No.: 12 Column: l***
Costs are included in line 11 above.

***Schedule Page: 422 Line No.: 13 Column: l***
Costs are included in line 11 above.

***Schedule Page: 422 Line No.: 14 Column: l***
Costs are included in line 11 above.

***Schedule Page: 422 Line No.: 17 Column: l***
Costs are included in line 16 above.

***Schedule Page: 422 Line No.: 24 Column: l***
Costs are included in line 23 above.

***Schedule Page: 422 Line No.: 25 Column: l***
Costs are included in line 23 above.

***Schedule Page: 422 Line No.: 26 Column: l***
Costs are included in line 23 above.

***Schedule Page: 422 Line No.: 33 Column: l***
Costs are included in Line 32 above.

***Schedule Page: 422.1 Line No.: 5 Column: l***
Costs are included in line 4 above.

***Schedule Page: 422.1 Line No.: 8 Column: l***
Costs are included in line 7 above.

***Schedule Page: 422.1 Line No.: 11 Column: l***
Costs are included in line 10 above.

***Schedule Page: 422.1 Line No.: 16 Column: l***
Costs are included in line 15 above.

***Schedule Page: 422.1 Line No.: 22 Column: l***
Costs are included in line 21 above.

***Schedule Page: 422.1 Line No.: 23 Column: l***
Costs are included in line 21 above.

***Schedule Page: 422.1 Line No.: 24 Column: l***
Costs are included in line 21 above.

***Schedule Page: 422.1 Line No.: 27 Column: l***
Costs are included in line 26 above.

***Schedule Page: 422.1 Line No.: 30 Column: l***
Costs are included in line 29 above.

***Schedule Page: 422.1 Line No.: 33 Column: l***
Costs are included in line 32 above.

***Schedule Page: 422.1 Line No.: 34 Column: l***
Costs are included in line 32 above.

***Schedule Page: 422.1 Line No.: 35 Column: l***
Costs are included in line 32 above.

***Schedule Page: 422.2 Line No.: 3 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 4 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 5 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 6 Column: l***
Costs are included in line 2 above.

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas Gas and Electric Company | (1) __ An Original<br>(2) X A Resubmission | 05/23/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 422.2 Line No.: 7 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 8 Column: l***
Costs are included in line 2 above.

***Schedule Page: 422.2 Line No.: 11 Column: l***
Costs are included in line 10 above.

***Schedule Page: 422.2 Line No.: 12 Column: l***
Costs are included in line 10 above.

***Schedule Page: 422.2 Line No.: 13 Column: l***
Costs are included in line 10 above.

***Schedule Page: 422.2 Line No.: 16 Column: l***
Costs are included in line 15 above.

***Schedule Page: 422.2 Line No.: 17 Column: l***
Costs are included in line 15 above.

***Schedule Page: 422.2 Line No.: 18 Column: l***
Costs are included in line 15 above.

***Schedule Page: 422.2 Line No.: 21 Column: l***
Costs are included in line 20 above.

***Schedule Page: 422.2 Line No.: 22 Column: l***
Costs are included in line 20 above.

***Schedule Page: 422.2 Line No.: 25 Column: l***
Costs are included in line 24 above.

***Schedule Page: 422.2 Line No.: 28 Column: l***
Costs are included in line 27 above.

***Schedule Page: 422.2 Line No.: 29 Column: l***
Costs are included in line 27 above.

***Schedule Page: 422.2 Line No.: 30 Column: l***
Costs are included in line 27 above.

***Schedule Page: 422.2 Line No.: 33 Column: l***
Costs are included in line 32 above.

***Schedule Page: 422.3 Line No.: 1 Column: l***
Costs are included in line 35 above.

***Schedule Page: 422.3 Line No.: 2 Column: l***
Costs are included in line 35 above.

***Schedule Page: 422.3 Line No.: 6 Column: l***
Costs are included in line 5 above.

***Schedule Page: 422.3 Line No.: 17 Column: l***
Costs are included in line 16 above.

***Schedule Page: 422.3 Line No.: 18 Column: l***
Costs are included in line 16 above.

***Schedule Page: 422.3 Line No.: 19 Column: l***
Costs are included in line 16 above.

***Schedule Page: 422.3 Line No.: 26 Column: l***
Costs are included in line 25 above.

***Schedule Page: 422.3 Line No.: 27 Column: l***
Costs are included in line 25 above.

***Schedule Page: 422.3 Line No.: 30 Column: l***
Costs are included in line 29 above.

***Schedule Page: 422.3 Line No.: 31 Column: l***
Costs are included in line 29 above.

***Schedule Page: 422.3 Line No.: 32 Column: l***
Costs are included in line 29 above.

***Schedule Page: 422.3 Line No.: 33 Column: i***
954.0 ACSR, 1192.5 ACSR

***Schedule Page: 422.3 Line No.: 33 Column: l***

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas Gas and Electric Company | (1) __ An Original<br>(2) X A Resubmission | 05/23/2016 | 2015/Q4 |

FOOTNOTE DATA

Costs are included in line 29 above.

***Schedule Page: 422.4 Line No.: 1 Column: l***

Costs are included in line 35 above.

***Schedule Page: 422.4 Line No.: 6 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.4 Line No.: 7 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.4 Line No.: 8 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.4 Line No.: 9 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.4 Line No.: 12 Column: l***

Costs are included in line 11 above.

***Schedule Page: 422.4 Line No.: 13 Column: l***

Costs are included in line 11 above.

***Schedule Page: 422.4 Line No.: 14 Column: l***

Costs are included in line 11 above.

***Schedule Page: 422.4 Line No.: 15 Column: l***

Costs are included in line 11 above.

***Schedule Page: 422.4 Line No.: 16 Column: l***

Costs are included in line 11 above.

***Schedule Page: 422.4 Line No.: 19 Column: l***

Costs are included in line 18 above.

***Schedule Page: 422.4 Line No.: 20 Column: l***

Costs are included in line 18 above.

***Schedule Page: 422.4 Line No.: 21 Column: l***

Costs are included in line 18 above.

***Schedule Page: 422.4 Line No.: 24 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 25 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 26 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 27 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 28 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 29 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 30 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 31 Column: l***

Costs are included in line 23 above.

***Schedule Page: 422.4 Line No.: 34 Column: l***

Costs are included in line 33 above.

***Schedule Page: 422.4 Line No.: 35 Column: l***

Costs are included in line 33 above.

***Schedule Page: 422.5 Line No.: 6 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.5 Line No.: 7 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.5 Line No.: 8 Column: l***

Costs are included in line 5 above.

***Schedule Page: 422.5 Line No.: 11 Column: l***

Costs are included in line 10 above.

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas Gas and Electric Company | (1) __ An Original<br>(2) X A Resubmission | 05/23/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 422.5 Line No.: 16 Column: l***

Costs are included in line 15 above.

***Schedule Page: 422.5 Line No.: 17 Column: l***

Costs are included in line 15 above.

***Schedule Page: 422.5 Line No.: 18 Column: l***

Costs are included in line 15 above.

***Schedule Page: 422.5 Line No.: 19 Column: l***

Costs are included in line 15 above.

***Schedule Page: 422.5 Line No.: 24 Column: l***

Costs are included in line 23 above.

## TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.
2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION From (a) | To (b) | Line Length in Miles (c) | SUPPORTING STRUCTURE Type (d) | Average Number per Miles (e) | CIRCUITS PER STRUCTURE Present (f) | Ultimate (g) |
|---|---|---|---|---|---|---|---|
| 1 | ADDED OVERHEAD: | | | | | | |
| 2 | 69.30 Str. 286 | Rome | 0.25 | | | 1 | 1 |
| 3 | 69.30 Str. 615 | Creswell | 9.50 | SPS, SPW | 16.07 | 1 | 1 |
| 4 | 69.30 Str. 111 | 20th Ave | 0.13 | SPS | 15.38 | 1 | 1 |
| 5 | 69.30 Str. 133 | Str. 142 | 0.57 | SPW, SPS | 14.74 | 1 | 1 |
| 6 | 69.34 Str. 356 | Altoona | 0.07 | SPW, SPS | 42.85 | 1 | 1 |
| 7 | 69.44 Gill | Linn | 5.02 | SPW, SPS | 21.12 | 1 | 1 |
| 8 | 69.51 Westlink | Cowskin | 2.11 | SPW | 20.00 | 1 | 1 |
| 9 | 69.51 Tyler | Westlink | 2.65 | SPW, SPS | 22.26 | 1 | 1 |
| 10 | 69.58 Cheney | Sunset | 1.99 | SPW, SPS | 19.10 | 1 | 1 |
| 11 | 69.58A Sunset | Andale Tap | 3.56 | SPW, SPS | 17.42 | 1 | 1 |
| 12 | 69.76 64th St. | Eastboro | 2.54 | SPS, SPW | 16.93 | 1 | 1 |
| 13 | 69.82 MacArthur | S. Seneca | 0.04 | SPW | 46.90 | 1 | 1 |
| 14 | 69.88 Coleman | Crestview | 1.83 | SPW, SPS, MPS | 19.00 | 1 | 1 |
| 15 | 69.88 Crestview | Northeast | 3.70 | SPW, SPS, MPS | 19.00 | 1 | 1 |
| 16 | 69.88 Ripley | Coleman | 3.34 | SPS | 19.16 | 1 | 1 |
| 17 | 69.95 Str. 79.01.1 | Monarch | 0.95 | SPS | 16.80 | 1 | 1 |
| 18 | 69.95 Monarch | Allen | 2.51 | SPS, SPW | 23.14 | 1 | 1 |
| 19 | 138.06 Hoover | Interstate | 2.39 | SPS | 12.55 | 1 | 1 |
| 20 | 345.15A Str. 401.1 | Waverly Wind | 0.06 | MPS | 23.26 | 1 | 1 |
| 21 | 345.15A Wolf Creek | Waverly Wind | 5.00 | | | 1 | 1 |
| 22 | | | | | | | |
| 23 | | | | | | | |
| 24 | REMOVED OVERHEAD | | | | | | |
| 25 | 69.30 Str. 286 | Creswell | -9.52 | SPW | -18.74 | -1 | -1 |
| 26 | 69.30 Str. 133 | Str. 142 | -0.56 | SPW | -19.60 | -1 | -1 |
| 27 | 69.34 Str. 356 | Altoona | -0.09 | HFW, SPS | -33.33 | -1 | -1 |
| 28 | 69.44 Gill | Linn | -4.99 | SPW, SPS | -18.24 | -1 | -1 |
| 29 | 69.51 Westlink | Cowskin | -2.11 | SPW | -20.00 | -1 | -1 |
| 30 | 69.51 Tyler | Westlink | -2.64 | SPW | -21.21 | -1 | -1 |
| 31 | 69.58 Cheney | Sunset | -1.98 | SPW, SPS | -20.20 | -1 | -1 |
| 32 | 69.58 A Sunset | Andale Tap | -3.59 | SPW, SPS | -15.88 | -1 | -1 |
| 33 | 69.76 64th St. | Eastboro | -2.54 | SPW | -21.65 | -1 | -1 |
| 34 | 69.82 MacArthur | S. Seneca | -0.04 | SPW | -46.90 | -1 | -1 |
| 35 | 69.88 Coleman | Crestview | -1.89 | SPW | -19.00 | -1 | -1 |
| 36 | 69.88 Crestview | Northeast | -6.70 | SPW | -19.00 | -1 | -1 |
| 37 | 69.88 Ripley | Coleman | -3.36 | SPW, SPS, SLT | -17.88 | -1 | -1 |
| 38 | 69.95 Str. 213 | Str. 277.1 | -0.90 | SWP | -18.98 | -1 | -1 |
| 39 | 69.95 Str. 277.1 | Str. 273 | -2.64 | SPW | -18.20 | -1 | -1 |
| 40 | 138.06 Hoover | Interstate | -1.85 | SLT, HFW | -8.11 | -1 | -1 |
| 41 | 345.15A Wolf Creek | Waverly Wind | -5.00 | | | -1 | -1 |
| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | TOTAL | | -2.19 | | 48.76 | 3 | 3 |

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
| | | | | | | 48,972 | | 48,972 | 2 |
| 1192.5 | | | 69 | | 3,296,893 | | | 3,296,893 | 3 |
| 1192.5 | ACSR | Vertical | 69 | | 78,642 | 54,795 | | 133,437 | 4 |
| 1192.5 | ACSR | Vertical | 69 | | 498,685 | 389,335 | | 888,020 | 5 |
| 1192.5 | ACSR | Vertical | 69 | | 26,010 | 26,802 | | 52,812 | 6 |
| 1192.5 | ACSR | Vertical | 69 | | 3,124,210 | 1,299,131 | | 4,423,341 | 7 |
| 1192.5 | ACSR | Vertical | 69 | | 2,369,271 | 509,442 | | 2,878,713 | 8 |
| 1192.5 | ACSR | Vertical | 69 | | 3,915,890 | | | 3,915,890 | 9 |
| 1192.5 | ACSR | Vertical | 69 | | 1,259,475 | | | 1,259,475 | 10 |
| 1192.5 | ACSR | Vertical | 69 | | 2,092,696 | 237,948 | | 2,330,644 | 11 |
| 1192.5 | ACSR | Vertical | 69 | | 2,586,349 | 627,081 | | 3,213,430 | 12 |
| 1192.5 | ACSR | Vertical | 69 | | 253,527 | | | 253,527 | 13 |
| 1192.5 | ACSR | Vertical | 69 | | 2,352,057 | 668,790 | | 3,020,847 | 14 |
| 1192.5 | ACSR | Vertical | 69 | | 3,968,745 | 898,142 | | 4,866,887 | 15 |
| 1192.5 | ACSR | Vertical | 69 | | 5,653,156 | 334,742 | | 5,987,898 | 16 |
| 1192.5 | ACSR | Vertical | 69 | | 3,427,012 | 821,445 | | 4,248,457 | 17 |
| 1192.5 | ACSR | Vertical | 69 | | | | | | 18 |
| 1192.5 | ACSR | Vertical | 138 | | 1,258,335 | 102,126 | | 1,360,461 | 19 |
| 954 | | Horizontal | 345 | | -50,178 | -31,203 | | -81,381 | 20 |
| | | Horizontal | 345 | | | | | | 21 |
| | | | | | | | | | 22 |
| | | | | | | | | | 23 |
| | | | | | | | | | 24 |
| 1/0 | Copper | Vertical | 69 | | | | | | 25 |
| 1/0 | Copper | Vertical | 69 | | | | | | 26 |
| 1192.50 | ACSR | Vertical | 69 | | | | | | 27 |
| 4/0 | ACSR | Vertical | 69 | | -506,492 | -27,004 | | -533,496 | 28 |
| 795 | ACSR | Vertical | 69 | | | | | | 29 |
| 477 | ACSR | Vertical | 69 | | | | | | 30 |
| 2/0 | ACSR | Vertical | 69 | | | | | | 31 |
| 2/0 | ACSR | Vertical | 69 | | | | | | 32 |
| 954 | ACSR | Vertical | 69 | | | | | | 33 |
| 477 | ACSR | Vertical | 69 | | | | | | 34 |
| 2/0 | CU | Vertical | 69 | | | | | | 35 |
| 2/0 | CU | Vertical | 69 | | | | | | 36 |
| 477 | ACSR | Vertical | 69 | | | | | | 37 |
| 477 | ACSR | Vertical | 69 | | -73,378 | -269,302 | | -342,680 | 38 |
| 477 | ACSR | Vertical | 69 | | | | | | 39 |
| 954 | ACSR | Horizontal | 138 | | | | | | 40 |
| | | Horizontal | 345 | | -6,167 | -9,005 | | -15,172 | 41 |
| | | | | | | | | | 42 |
| | | | | | | | | | 43 |
| | | | | | 35,524,738 | 5,682,237 | | 41,206,975 | 44 |

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas Gas and Electric Company | (1) __ An Original<br>(2) X A Resubmission | 05/23/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 424 Line No.: 2 Column: d***

Rome to Rome tap: this line is a 69kv tap off the main Line 69.30, Bell to Creswell

***Schedule Page: 424 Line No.: 18 Column: m***

Included in above line

***Schedule Page: 424 Line No.: 18 Column: n***

Included in above line

***Schedule Page: 424 Line No.: 21 Column: a***

Installed 3-64mm2- OPTGW shield wires, removed existing 3/8" HS-GSS shield wires

***Schedule Page: 424 Line No.: 21 Column: m***

Included in above line

***Schedule Page: 424 Line No.: 21 Column: n***

Included in above line

***Schedule Page: 424 Line No.: 39 Column: m***

Included in above line

***Schedule Page: 424 Line No.: 39 Column: n***

Included in above line

***Schedule Page: 424 Line No.: 41 Column: a***

Installed 3-64mm2- OPTGW shield wires, removed existing 3/8" HS-GSS shield wires

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 17th Street | Distribution | 69.00 | 12.00 | |
| 2 | 17th Street | Transmission | 138.00 | 69.00 | |
| 3 | 21st Street | Distribution | 69.00 | 12.00 | |
| 4 | 29th Street | Distribution | 138.00 | 12.00 | |
| 5 | 59th Street | Distribution | 138.00 | 12.00 | |
| 6 | 64th Street | Distribution | 69.00 | 12.00 | |
| 7 | 64th Street | Transmission | 138.00 | 69.00 | |
| 8 | ADA | Distribution | 69.00 | 12.00 | |
| 9 | Adams | Distribution | 69.00 | 12.00 | |
| 10 | Allen | Distribution | 69.00 | 12.00 | |
| 11 | Altamont | Distribution | 69.00 | 12.00 | |
| 12 | Altoona | Transmission | 138.00 | 69.00 | 13.20 |
| 13 | Andover | Distribution | 138.00 | 12.00 | |
| 14 | Arkansas City (ARKA) | Distribution | 69.00 | 4.00 | |
| 15 | Arkansas City (ARKA) | Distribution | 69.00 | 12.00 | |
| 16 | Athens | Distribution | 69.00 | 12.00 | |
| 17 | Beech | Distribution | 138.00 | 12.00 | |
| 18 | Benton | Transmission | 345.00 | 138.00 | 14.00 |
| 19 | Burrton | Distribution | 69.00 | 12.00 | |
| 20 | Butler | Transmission | 138.00 | 69.00 | |
| 21 | Canal | Distribution | 69.00 | 12.00 | |
| 22 | Canal | Transmission | 138.00 | 69.00 | |
| 23 | Centennial | Distribution | 138.00 | 12.00 | |
| 24 | Cherryvale | Distribution | 69.00 | 12.00 | |
| 25 | Chisholm | Distribution | 138.00 | 12.00 | |
| 26 | Chisholm | Transmission | 138.00 | 69.00 | |
| 27 | Clearwater | Distribution | 138.00 | 12.00 | |
| 28 | Coleman | Distribution | 69.00 | 12.00 | |
| 29 | Comotara | Distribution | 138.00 | 12.00 | |
| 30 | Cowskin | Distribution | 138.00 | 12.00 | |
| 31 | Cowskin | Transmission | 138.00 | 69.00 | 13.20 |
| 32 | CRA | Industrial | 69.00 | 12.00 | |
| 33 | Crestview | Distribution | 69.00 | 12.00 | |
| 34 | Creswell | Transmission | 138.00 | 69.00 | 12.47 |
| 35 | De Paul | Distribution | 69.00 | 12.47 | |
| 36 | De Paul | Distribution | 69.00 | 12.00 | |
| 37 | Dearing | Transmission | 138.00 | 69.00 | 13.20 |
| 38 | Eastborough | Distribution | 69.00 | 12.00 | |
| 39 | El Dorado (ELDO) | Distribution | 69.00 | 12.00 | |
| 40 | El Paso | Distribution | 69.00 | 12.00 | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | El Paso | Transmission | 138.00 | 69.00 | 12.47 |
| 2 | Elk River | Resale | 69.00 | 23.00 | |
| 3 | Emporia Energy Center | ATT Transmission | 18.00 | 345.00 | |
| 4 | Emporia Energy Center | ATT Transmission | 13.80 | 345.00 | |
| 5 | Erie Energy Center | Distribution | 4.16 | | |
| 6 | Farber | Distribution | 138.00 | 12.47 | |
| 7 | Fort Scott | Distribution | 69.00 | 12.00 | |
| 8 | Fowler | Distribution | 138.00 | 12.00 | |
| 9 | Franklin | Transmission | 161.00 | 69.00 | |
| 10 | Frontier Refinery | Industrial | 69.00 | 12.00 | |
| 11 | Gatz | Distribution | 69.00 | 12.00 | |
| 12 | Getty | Industrial | 69.00 | 12.00 | |
| 13 | Glendale | Distribution | 69.00 | 12.00 | |
| 14 | Goddard | Industrial | 69.00 | 12.00 | |
| 15 | Gordon Evans | Distribution | 138.00 | 12.47 | |
| 16 | Gordon Evans SES | ATT Transmission | 16.00 | 138.00 | |
| 17 | Gordon Evans SES | ATT Transmission | 13.80 | 138.00 | |
| 18 | Gordon Evans SES | ATT Transmission | 18.00 | 138.00 | |
| 19 | Gordon Evans SES | ATT Transmission | 24.00 | 138.00 | |
| 20 | Grant | Distribution | 69.00 | 12.00 | |
| 21 | Halstead | Distribution | 69.00 | 12.00 | |
| 22 | Halstead | Transmission | 138.00 | 69.00 | |
| 23 | Harry Street | Distribution | 138.00 | 12.47 | |
| 24 | Haysville | Distribution | 69.00 | 12.00 | |
| 25 | Hesston | Distribution | 69.00 | 12.00 | |
| 26 | Hoover | Distribution | 138.00 | 12.00 | |
| 27 | Hoover | Distribution | 69.00 | 12.00 | |
| 28 | Hoover | Transmission | 138.00 | 69.00 | 12.47 |
| 29 | Hudson | Distribution | 69.00 | 12.00 | |
| 30 | Hutchinson EC Diesel Generator | Transmission | 4.16 | | |
| 31 | Hutchinson EC Substation | Transmission | 115.00 | 69.00 | |
| 32 | Hutchinson EC Substation | ATT Transmission | 18.00 | | |
| 33 | Hutchinson Gas Turbine Substation | ATT Transmission | 69.00 | 13.80 | |
| 34 | Hutchinson Gas Turbine Substation | ATT Transmission | 115.00 | 13.80 | |
| 35 | Hydraulic | Distribution | 69.00 | 12.00 | |
| 36 | Independence (INDE) | Distribution | 69.00 | 12.00 | |
| 37 | Interstate | Distribution | 138.00 | 12.47 | |
| 38 | Jeffrey Energy Center Generation Common | ATT Transmission | 34.50 | 7.20 | |
| 39 | Jeffrey Energy Center Substation | ATT Transmission | 230.00 | 34.50 | |
| 40 | Jeffrey Energy Center Substation | ATT Transmission | 345.00 | 230.00 | 14.40 |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Jeffrey Energy Center Unit 1 | ATT Transmission | 230.00 | 26.00 | |
| 2 | Jeffrey Energy Center Unit 2 | ATT Transmission | 345.00 | 26.00 | |
| 3 | Jeffrey Energy Center Unit 3 | ATT Transmission | 345.00 | 26.00 | |
| 4 | Ken Mar | Distribution | 69.00 | 12.00 | |
| 5 | Labette | Distribution | 69.00 | 12.00 | |
| 6 | Lakeridge | Distribution | 138.00 | 12.47 | |
| 7 | Lawrence Energy Center Unit 3 | ATT Transmission | 14.00 | | |
| 8 | Lawrence Energy Center Unit 4 | ATT Transmission | 14.00 | | |
| 9 | Lawrence Energy Center Unit 5 | ATT Transmission | 24.00 | | |
| 10 | Liberty | Transmission | 138.00 | 69.00 | |
| 11 | Litchfield | Transmission | 161.00 | 69.00 | 13.20 |
| 12 | MacArthur | Distribution | 69.00 | 12.00 | |
| 13 | Maize | Distribution | 138.00 | 12.47 | |
| 14 | Marmaton | Transmission | 69.00 | 34.00 | |
| 15 | Marmaton | Transmission | 161.00 | 69.00 | 13.20 |
| 16 | Mascot | Distribution | 69.00 | 12.00 | |
| 17 | Mead | Distribution | 69.00 | 4.00 | |
| 18 | Mead | Distribution | 69.00 | 12.00 | |
| 19 | Midian | Distribution | 69.00 | 12.00 | |
| 20 | Midian | Distribution | 138.00 | 12.47 | |
| 21 | Midian | Transmission | 138.00 | 69.00 | 12.47 |
| 22 | Midland | Distribution | 69.00 | 12.00 | |
| 23 | Minneha | Distribution | 69.00 | 12.00 | |
| 24 | Mobil | Distribution | 69.00 | 12.00 | |
| 25 | Monarch | Industrial | 69.00 | 4.00 | |
| 26 | Montgomery | Distribution | 69.00 | 12.00 | |
| 27 | Montgomery | Transmission | 138.00 | 69.00 | 13.20 |
| 28 | Mossman | Distribution | 69.00 | 12.00 | |
| 29 | Moundridge | Transmission | 138.00 | 69.00 | |
| 30 | Murray Gill | Distribution | 69.00 | 12.00 | |
| 31 | Murray Gill | Transmission | 138.00 | 69.00 | 13.20 |
| 32 | Murray Gill | ATT Transmission | 138.00 | 8.00 | |
| 33 | Murray Gill SES | ATT Transmission | 12.00 | | |
| 34 | Murray Gill SES | ATT Transmission | 138.00 | 13.80 | 69.00 |
| 35 | Murray Gill SES | ATT Transmission | 138.00 | 13.80 | |
| 36 | Neosho (was SES) | Transmission | 138.00 | 69.00 | |
| 37 | Neosho (was SES) | Transmission | 138.00 | 69.00 | 12.47 |
| 38 | Neosho (was SES) | Transmission | 161.00 | 138.00 | |
| 39 | Neosho 345kV | Transmission | 345.00 | 138.00 | 13.80 |
| 40 | Neosho 345kV | Transmission | 345.00 | 161.00 | 13.80 |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Newton (NEWT) | Distribution | 69.00 | 12.00 | |
| 2 | Northeast | Distribution | 69.00 | 12.00 | |
| 3 | Northeast | Transmission | 138.00 | 69.00 | 13.20 |
| 4 | Northeast | Transmission | 138.00 | 69.00 | |
| 5 | Northeast Parsons | Distribution | 138.00 | 12.00 | |
| 6 | Oak | Distribution | 69.00 | 12.00 | |
| 7 | Oaklawn | Distribution | 69.00 | 12.00 | |
| 8 | Oatville | Distribution | 69.00 | 12.00 | |
| 9 | Oliver | Distribution | 69.00 | 12.00 | |
| 10 | Orchard | Distribution | 69.00 | 12.00 | |
| 11 | Osage | Distribution | 69.00 | 12.00 | |
| 12 | Oxford | Distribution | 138.00 | 12.00 | |
| 13 | Paris | Distribution | 69.00 | 12.00 | |
| 14 | Parsons (PARS) | Distribution | 69.00 | 12.00 | |
| 15 | Peck | Distribution | 69.00 | 12.00 | |
| 16 | Pester | Industrial | 69.00 | 4.00 | |
| 17 | Pitnac | Distribution | 69.00 | 12.00 | |
| 18 | Pittsburg (PITT) | Distribution | 69.00 | 4.00 | |
| 19 | Pittsburg (PITT) | Distribution | 69.00 | 12.00 | |
| 20 | Plaza | Distribution | 69.00 | 4.00 | |
| 21 | Plaza | Distribution | 69.00 | 12.00 | |
| 22 | Prairieland | Distribution | 69.00 | 12.00 | |
| 23 | Renew | Distribution | 69.00 | 12.00 | |
| 24 | Richland | Distribution | 69.00 | 12.00 | |
| 25 | Ripley | Distribution | 69.00 | 12.00 | |
| 26 | Riverside | Distribution | 69.00 | 12.00 | |
| 27 | Rose Hill | Distribution | 69.00 | 12.00 | |
| 28 | Rose Hill | Transmission | 345.00 | 138.00 | 13.80 |
| 29 | Rouse | Distribution | 69.00 | 12.00 | |
| 30 | Rutan | Distribution | 69.00 | 12.00 | |
| 31 | Seneca | Distribution | 69.00 | 12.00 | |
| 32 | Sheridan | Distribution | 69.00 | 12.00 | |
| 33 | Skelly | Distribution | 69.00 | 12.00 | |
| 34 | Springdale | Distribution | 138.00 | 12.00 | |
| 35 | Stearman | Distribution | 138.00 | 12.00 | |
| 36 | Sunflower | Industrial | 69.00 | 12.00 | |
| 37 | Sunset | Distribution | 69.00 | 12.00 | |
| 38 | Tallgrass | Resale | 69.00 | 12.00 | |
| 39 | Taylor | Distribution | 138.00 | 12.00 | |
| 40 | Tecumseh Energy Center Unit 7/9 | ATT Transmission | 14.40 | | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | Tecumseh Energy Center Unit 8/10 | ATT Transmission | 16.00 | | |
| 2 | Theater | Distribution | 69.00 | 12.00 | |
| 3 | Timber Junction | Transmission | 138.00 | 69.00 | |
| 4 | Tioga | Transmission | 138.00 | 69.00 | 14.40 |
| 5 | Tyler | Distribution | 69.00 | 12.00 | |
| 6 | Vista Park | Distribution | 69.00 | 12.00 | |
| 7 | Vulcan | Industrial | 69.00 | 12.00 | |
| 8 | Waco | Distribution | 138.00 | 12.00 | |
| 9 | Ware | Distribution | 69.00 | 12.00 | |
| 10 | Weaver | Transmission | 138.00 | 69.00 | |
| 11 | Webster | Distribution | 69.00 | 12.00 | |
| 12 | Westlink | Distribution | 69.00 | 12.00 | |
| 13 | Wichita 345 kV | Transmission | 345.00 | 138.00 | |
| 14 | Wolf Creek | ATT Transmission | 345.00 | 69.00 | |
| 15 | Wolf Creek Plant | ATT Transmission | 345.00 | 25.00 | |
| 16 | Yost | Industrial | 69.00 | 12.00 | |
| 17 | | | | | |
| 18 | 176 Total | | 18359.82 | 5888.66 | 321.15 |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | | | | | |
| 37 | | | | | |
| 38 | | | | | |
| 39 | | | | | |
| 40 | | | | | |

SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) Primary (c) | Secondary (d) | Tertiary (e) |
|---|---|---|---|---|---|
| 1 | 1 substation Transmission Attended | ATT Transmission | 14.40 | 4.16 | |
| 2 | 1 substation Transmission Unattended | Transmission | 69.00 | 34.00 | |
| 3 | 44 substations Distribution Unattended | Distribution | 2514.88 | 414.15 | |
| 4 | 13 substations Industrial | Industrial | 840.47 | 56.80 | |
| 5 | Arcadia | Resale | 23.00 | 4.00 | |
| 6 | Arma | Resale | 23.00 | 4.00 | |
| 7 | Bell | Resale | 69.00 | 12.00 | |
| 8 | Blue Mound | Resale | 12.47 | 2.40 | |
| 9 | Caney | Resale | 69.00 | 12.00 | |
| 10 | Crawford | Resale | 69.00 | 12.00 | |
| 11 | Erie Interconnect | Resale | 69.00 | 2.40 | |
| 12 | Gale | Resale | 69.00 | 12.00 | |
| 13 | Haven | Resale | 12.47 | 2.40 | |
| 14 | La Harpe | Resale | 34.00 | 12.00 | |
| 15 | Savonburg | Resale | 12.47 | 2.40 | |
| 16 | Sheffield | Resale | 69.00 | 23.00 | |
| 17 | | | | | |
| 18 | 71 Substations with less than 10 MVa Total | | 3970.16 | 609.71 | |
| 19 | | | | | |
| 20 | Transmission Attended | | | | |
| 21 | Transmission Unattended | | | | |
| 22 | Distribution Unattended | | | | |
| 23 | Resale | | | | |
| 24 | | | | | |
| 25 | Total | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | | | | | |
| 37 | | | | | |
| 38 | | | | | |
| 39 | | | | | |
| 40 | | | | | |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 51 | 3 | | | | | 1 |
| 150 | 1 | | | | | 2 |
| 30 | 3 | | | | | 3 |
| 25 | 1 | | | | | 4 |
| 25 | 1 | | | | | 5 |
| 38 | 4 | | | | | 6 |
| 150 | 1 | | | | | 7 |
| 11 | 1 | | | | | 8 |
| 25 | 1 | | | | | 9 |
| 10 | 3 | | | | | 10 |
| 11 | 3 | | | | | 11 |
| 83 | 2 | | | | | 12 |
| 25 | 1 | | | | | 13 |
| 11 | 1 | | | | | 14 |
| 24 | 3 | | | | | 15 |
| 10 | 1 | | | | | 16 |
| 50 | 2 | | | | | 17 |
| 800 | 2 | | | | | 18 |
| 21 | 2 | | | | | 19 |
| 200 | 2 | | | | | 20 |
| 49 | 3 | | | | | 21 |
| 150 | 1 | | | | | 22 |
| 47 | 2 | | | | | 23 |
| 15 | 9 | | | | | 24 |
| 22 | 1 | | | | | 25 |
| 150 | 1 | | | | | 26 |
| 14 | 1 | | | | | 27 |
| 35 | 3 | | | | | 28 |
| 97 | 4 | | | | | 29 |
| 25 | 1 | | | | | 30 |
| 150 | 1 | | | | | 31 |
| 101 | 3 | | | | | 32 |
| 25 | 2 | | | | | 33 |
| 200 | 2 | | | | | 34 |
| 13 | 1 | | | | | 35 |
| 14 | 1 | | | | | 36 |
| 100 | 1 | | | | | 37 |
| 67 | 4 | | | | | 38 |
| 14 | 1 | | | | | 39 |
| 35 | 3 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 100 | 1 | | | | | 1 |
| 14 | 4 | | | | | 2 |
| 690 | 2 | | | | | 3 |
| 240 | 1 | | | | | 4 |
| 33 | 2 | | | | | 5 |
| 50 | 2 | | | | | 6 |
| 17 | 2 | | | | | 7 |
| 47 | 2 | | | | | 8 |
| 100 | 1 | | | | | 9 |
| 75 | 2 | | | | | 10 |
| 14 | 2 | | | | | 11 |
| 75 | 2 | | | | | 12 |
| 36 | 4 | | | | | 13 |
| 25 | 1 | | | | | 14 |
| 28 | 2 | | | | | 15 |
| 170 | 1 | | | | | 16 |
| 200 | 2 | | | | | 17 |
| 236 | 1 | | | | | 18 |
| 340 | 1 | | | | | 19 |
| 39 | 2 | | | | | 20 |
| 25 | 2 | | | | | 21 |
| 100 | 2 | | | | | 22 |
| 50 | 2 | | | | | 23 |
| 34 | 3 | | | | | 24 |
| 21 | 2 | | | | | 25 |
| 25 | 1 | | | | | 26 |
| 47 | 2 | | | | | 27 |
| 168 | 2 | | | | | 28 |
| 53 | 3 | | | | | 29 |
| 4 | 1 | | | | | 30 |
| 112 | 1 | | | | | 31 |
| 213 | 1 | | | | | 32 |
| 65 | 1 | | | | | 33 |
| 65 | 2 | | | | | 34 |
| 18 | 2 | | | | | 35 |
| 23 | 5 | | | | | 36 |
| 72 | 3 | | | | | 37 |
| 6 | 2 | | | | | 38 |
| 112 | 1 | | | | | 39 |
| 1120 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 750 | 2 | | | | | 1 |
| 750 | 2 | | | | | 2 |
| 750 | 1 | | | | | 3 |
| 35 | 3 | | | | | 4 |
| 11 | 1 | | | | | 5 |
| 50 | 2 | | | | | 6 |
| 65 | 3 | | | | | 7 |
| 15 | 1 | | | | | 8 |
| 448 | 1 | | | | | 9 |
| 100 | 1 | | | | | 10 |
| 200 | 2 | | | | | 11 |
| 35 | 2 | | | | | 12 |
| 25 | 1 | | | | | 13 |
| 11 | 3 | | | | | 14 |
| 100 | 1 | | | | | 15 |
| 32 | 3 | | | | | 16 |
| 25 | 2 | | | | | 17 |
| 60 | 2 | | | | | 18 |
| 13 | 1 | | | | | 19 |
| 25 | 1 | | | | | 20 |
| 100 | 1 | | | | | 21 |
| 14 | 1 | | | | | 22 |
| 42 | 3 | | | | | 23 |
| 14 | 1 | | | | | 24 |
| 42 | 4 | | | | | 25 |
| 28 | 2 | | | | | 26 |
| 100 | 1 | | | | | 27 |
| 21 | 4 | | | | | 28 |
| 100 | 1 | | | | | 29 |
| 11 | 1 | | | | | 30 |
| 150 | 1 | | | | | 31 |
| 200 | 1 | | | | | 32 |
| 18 | 2 | | | | | 33 |
| 150 | 1 | | | | | 34 |
| 150 | 1 | | | | | 35 |
| 24 | 2 | | | | | 36 |
| 33 | 2 | | | | | 37 |
| 262 | 2 | | | | | 38 |
| 400 | 1 | | | | | 39 |
| 500 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 43 | 3 | | | | | 1 |
| 61 | 3 | | | | | 2 |
| 150 | 1 | | | | | 3 |
| 150 | 1 | | | | | 4 |
| 56 | 2 | | | | | 5 |
| 14 | 1 | | | | | 6 |
| 35 | 2 | | | | | 7 |
| 28 | 2 | | | | | 8 |
| 20 | 2 | | | | | 9 |
| 10 | 3 | | | | | 10 |
| 42 | 4 | | | | | 11 |
| 11 | 3 | | | | | 12 |
| 28 | 2 | | | | | 13 |
| 21 | 2 | | | | | 14 |
| 25 | 2 | | | | | 15 |
| 21 | 2 | | | | | 16 |
| 11 | 1 | | | | | 17 |
| 19 | 2 | | | | | 18 |
| 42 | 3 | | | | | 19 |
| 22 | 2 | | | | | 20 |
| 70 | 3 | | | | | 21 |
| 14 | 1 | | | | | 22 |
| 25 | | | | | | 23 |
| 10 | 3 | | | | | 24 |
| 39 | 2 | | | | | 25 |
| 21 | 2 | | | | | 26 |
| 13 | 2 | | | | | 27 |
| 1200 | 3 | | | | | 28 |
| 13 | 1 | | | | | 29 |
| 35 | 3 | | | | | 30 |
| 21 | 3 | | | | | 31 |
| 28 | 3 | | | | | 32 |
| 33 | 2 | | | | | 33 |
| 25 | 1 | | | | | 34 |
| 50 | 2 | | | | | 35 |
| 135 | 3 | | | | | 36 |
| 19 | 2 | | | | | 37 |
| 14 | | | | | | 38 |
| 14 | 1 | | | | | 39 |
| 110 | 1 | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 363 | 2 | | | | | 1 |
| 12 | 4 | | | | | 2 |
| 100 | 1 | | | | | 3 |
| 100 | 1 | | | | | 4 |
| 38 | 4 | | | | | 5 |
| 28 | 2 | | | | | 6 |
| 76 | 4 | | | | | 7 |
| 114 | 3 | | | | | 8 |
| 39 | 3 | | | | | 9 |
| 100 | 1 | | | | | 10 |
| 25 | 2 | | | | | 11 |
| 54 | 4 | | | | | 12 |
| 800 | 2 | | | | | 13 |
| 100 | 1 | | | | | 14 |
| 1245 | 3 | | | | | 15 |
| 14 | 1 | | | | | 16 |
| | | | | | | 17 |
| 19700 | 346 | | | | | 18 |
| | | | | | | 19 |
| | | | | | | 20 |
| | | | | | | 21 |
| | | | | | | 22 |
| | | | | | | 23 |
| | | | | | | 24 |
| | | | | | | 25 |
| | | | | | | 26 |
| | | | | | | 27 |
| | | | | | | 28 |
| | | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
| 6 | 1 | | | | | 1 |
| 8 | 1 | | | | | 2 |
| 177 | 104 | | | | | 3 |
| 35 | 35 | | | | | 4 |
| 2 | 3 | | | | | 5 |
| 5 | 3 | | | | | 6 |
| 8 | 3 | | | | | 7 |
| 1 | 3 | | | | | 8 |
| 9 | 1 | | | | | 9 |
| 3 | 3 | | | | | 10 |
| 6 | 3 | | | | | 11 |
| 6 | 1 | | | | | 12 |
| 4 | 3 | | | | | 13 |
| 2 | 3 | | | | | 14 |
| | 3 | | | | | 15 |
| 7 | 1 | | | | | 16 |
| | | | | | | 17 |
| 279 | 171 | | | | | 18 |
| | | | | | | 19 |
| 8577 | 39 | | | | | 20 |
| 8004 | 109 | | | | | 21 |
| 3317 | 335 | | | | | 22 |
| 81 | 34 | | | | | 23 |
| | | | | | | 24 |
| 19979 | 517 | | | | | 25 |
| | | | | | | 26 |
| | | | | | | 27 |
| | | | | | | 28 |
| | | | | | | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | | | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | | | | 36 |
| | | | | | | 37 |
| | | | | | | 38 |
| | | | | | | 39 |
| | | | | | | 40 |

| Name of Respondent | This Report is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Kansas Gas and Electric Company | (1) __ An Original<br>(2) X A Resubmission | 05/23/2016 | 2015/Q4 |

FOOTNOTE DATA

***Schedule Page: 426.1 Line No.: 38 Column: a***

Jeffrey Energy Center units are jointly owned by Westar Energy, Inc. (72%), KGE (20%), and Kansas City Power and Light Company (8%). Westar Energy, Inc. is the operator.

***Schedule Page: 426.4 Line No.: 14 Column: a***

Wolf Creek substation is jointly and equally owned with Kansas City Power and Light Company. Capacity represents our 47% share, except number six bank which is 85%.

20160503-8001 FERC PDF (Unofficial) 05/03/2016

THIS FILING IS

Item 1: ☐ An Initial (Original) Submission OR ☒ Resubmission No. ____

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| Prairie Wind Transmission, LLC | End of 2015/Q4 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Prairie Wind Transmission, LLC | (1) ☐ An Original<br>(2) ☒ A Resubmission | 05/03/2016 | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | Structure (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
| 1 | 345 kV LINES: | | | | | | | |
| 2 | 345.23 A&B Wichita 345 | Thistle | 345.00 | 345.00 | SPS | 77.70 | | 2 |
| 3 | 345.24 A&B Thistle | Str. # 239 | 345.00 | 345.00 | SPS | 30.80 | | 2 |
| 4 | | | | | | | | |
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| 36 | | | | | TOTAL | 108.50 | | 4 |

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
| | | | | | | | | 1 |
| 12W-1590 ACSR | 11,240,132 | 98,462,941 | 109,703,073 | | | | | 2 |
| 12W-1590 ACSR | 6,876,924 | 41,545,592 | 48,422,516 | | | | | 3 |
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| | 18,117,056 | 140,008,533 | 158,125,589 | | | | | 36 |

TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.

2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | ADDED OVERHEAD: | | | | | | |
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| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | TOTAL | | | | | | |

TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.

2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | Removed Overhead: | | | | | | |
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| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | TOTAL | | | | | | |

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
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TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
| | | | | | | | | | 1 |
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| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Prairie Wind Transmission, LLC | (1) ☐ An Original<br>(2) ☒ A Resubmission | 05/03/2016 | End of 2015/Q4 |

20160503-8001 FERC PDF (Unofficial) 05/03/2016

## SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) | | |
|---|---|---|---|---|---|
| | | | Primary (c) | Secondary (d) | Tertiary (e) |
| 1 | | | | | |
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SUBSTATIONS (Continued)

5. Show in columns (l), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
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20160415-8050 FERC PDF (Unofficial) 04/08/2016

THIS FILING IS

Item 1: [X] An Initial (Original) Submission OR [ ] Resubmission No. ____

Form 1 Approved
OMB No.1902-0021
(Expires 11/30/2016)

Form 1-F Approved
OMB No.1902-0029
(Expires 11/30/2016)

Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2016)

# FERC FINANCIAL REPORT
# FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

| Exact Legal Name of Respondent (Company) | Year/Period of Report |
|---|---|
| Westar Generating, Inc. | End of 2015/Q4 |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Generating, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## TRANSMISSION LINE STATISTICS

1. Report information concerning transmission lines, cost of lines, and expenses for year. List each transmission line having nominal voltage of 132 kilovolts or greater. Report transmission lines below these voltages in group totals only for each voltage.
2. Transmission lines include all lines covered by the definition of transmission system plant as given in the Uniform System of Accounts. Do not report substation costs and expenses on this page.
3. Report data by individual lines for all voltages if so required by a State commission.
4. Exclude from this page any transmission lines for which plant costs are included in Account 121, Nonutility Property.
5. Indicate whether the type of supporting structure reported in column (e) is: (1) single pole wood or steel; (2) H-frame wood, or steel poles; (3) tower; or (4) underground construction If a transmission line has more than one type of supporting structure, indicate the mileage of each type of construction by the use of brackets and extra lines. Minor portions of a transmission line of a different type of construction need not be distinguished from the remainder of the line.
6. Report in columns (f) and (g) the total pole miles of each transmission line. Show in column (f) the pole miles of line on structures the cost of which is reported for the line designated; conversely, show in column (g) the pole miles of line on structures the cost of which is reported for another line. Report pole miles of line on leased or partly owned structures in column (g). In a footnote, explain the basis of such occupancy and state whether expenses with respect to such structures are included in the expenses reported for the line designated.

| Line No. | DESIGNATION | | VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase) | | Type of Supporting Structure | LENGTH (Pole miles) (In the case of underground lines report circuit miles) | | Number Of Circuits |
|---|---|---|---|---|---|---|---|---|
| | From (a) | To (b) | Operating (c) | Designed (d) | (e) | On Structure of Line Designated (f) | On Structures of Another Line (g) | (h) |
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| 36 | | | | | TOTAL | | | |

20160415-8050 FERC PDF (Unofficial) 04/08/2016

TRANSMISSION LINE STATISTICS (Continued)

7. Do not report the same transmission line structure twice. Report Lower voltage Lines and higher voltage lines as one line. Designate in a footnote if you do not include Lower voltage lines with higher voltage lines. If two or more transmission line structures support lines of the same voltage, report the pole miles of the primary structure in column (f) and the pole miles of the other line(s) in column (g)
8. Designate any transmission line or portion thereof for which the respondent is not the sole owner. If such property is leased from another company, give name of lessor, date and terms of Lease, and amount of rent for year. For any transmission line other than a leased line, or portion thereof, for which the respondent is not the sole owner but which the respondent operates or shares in the operation of, furnish a succinct statement explaining the arrangement and giving particulars (details) of such matters as percent ownership by respondent in the line, name of co-owner, basis of sharing expenses of the Line, and how the expenses borne by the respondent are accounted for, and accounts affected. Specify whether lessor, co-owner, or other party is an associated company.
9. Designate any transmission line leased to another company and give name of Lessee, date and terms of lease, annual rent for year, and how determined. Specify whether lessee is an associated company.
10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.

| Size of Conductor and Material (i) | COST OF LINE (Include in Column (j) Land, Land rights, and clearing right-of-way) | | | EXPENSES, EXCEPT DEPRECIATION AND TAXES | | | | Line No. |
|---|---|---|---|---|---|---|---|---|
| | Land (j) | Construction and Other Costs (k) | Total Cost (l) | Operation Expenses (m) | Maintenance Expenses (n) | Rents (o) | Total Expenses (p) | |
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| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Generating, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## TRANSMISSION LINES ADDED DURING YEAR

1. Report below the information called for concerning Transmission lines added or altered during the year. It is not necessary to report minor revisions of lines.

2. Provide separate subheadings for overhead and under- ground construction and show each transmission line separately. If actual costs of competed construction are not readily available for reporting columns (l) to (o), it is permissible to report in these columns the

| Line No. | LINE DESIGNATION | | Line Length in Miles | SUPPORTING STRUCTURE | | CIRCUITS PER STRUCTURE | |
|---|---|---|---|---|---|---|---|
| | From | To | | Type | Average Number per Miles | Present | Ultimate |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
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| 44 | TOTAL | | | | | | |

| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Generating, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

TRANSMISSION LINES ADDED DURING YEAR (Continued)

costs. Designate, however, if estimated amounts are reported. Include costs of Clearing Land and Rights-of-Way, and Roads and Trails, in column (l) with appropriate footnote, and costs of Underground Conduit in column (m).

3. If design voltage differs from operating voltage, indicate such fact by footnote; also where line is other than 60 cycle, 3 phase, indicate such other characteristic.

| CONDUCTORS | | | Voltage | LINE COST | | | | | Line |
|---|---|---|---|---|---|---|---|---|---|
| Size (h) | Specification (i) | Configuration and Spacing (j) | KV (Operating) (k) | Land and Land Rights (l) | Poles, Towers and Fixtures (m) | Conductors and Devices (n) | Asset Retire. Costs (o) | Total (p) | No. |
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| Name of Respondent | This Report Is: | Date of Report (Mo, Da, Yr) | Year/Period of Report |
|---|---|---|---|
| Westar Generating, Inc. | (1) [X] An Original<br>(2) [ ] A Resubmission | 04/08/2016 | End of 2015/Q4 |

## SUBSTATIONS

1. Report below the information called for concerning substations of the respondent as of the end of the year.
2. Substations which serve only one industrial or street railway customer should not be listed below.
3. Substations with capacities of Less than 10 MVa except those serving customers with energy for resale, may be grouped according to functional character, but the number of such substations must be shown.
4. Indicate in column (b) the functional character of each substation, designating whether transmission or distribution and whether attended or unattended. At the end of the page, summarize according to function the capacities reported for the individual stations in column (f).

| Line No. | Name and Location of Substation (a) | Character of Substation (b) | VOLTAGE (In MVa) | | |
|---|---|---|---|---|---|
| | | | Primary (c) | Secondary (d) | Tertiary (e) |
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SUBSTATIONS (Continued)

5. Show in columns (I), (j), and (k) special equipment such as rotary converters, rectifiers, condensers, etc. and auxiliary equipment for increasing capacity.
6. Designate substations or major items of equipment leased from others, jointly owned with others, or operated otherwise than by reason of sole ownership by the respondent. For any substation or equipment operated under lease, give name of lessor, date and period of lease, and annual rent. For any substation or equipment operated other than by reason of sole ownership or lease, give name of co-owner or other party, explain basis of sharing expenses or other accounting between the parties, and state amounts and accounts affected in respondent's books of account. Specify in each case whether lessor, co-owner, or other party is an associated company.

| Capacity of Substation (In Service) (In MVa) (f) | Number of Transformers In Service (g) | Number of Spare Transformers (h) | CONVERSION APPARATUS AND SPECIAL EQUIPMENT | | | Line No. |
|---|---|---|---|---|---|---|
| | | | Type of Equipment (i) | Number of Units (j) | Total Capacity (In MVa) (k) | |
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**Exhibit H: Jurisdictional Facilities and Securities Associated with or Affected by the Transaction**

A narrative description of the jurisdictional facilities and securities associated with or affected by the Transaction is provided in Parts II, III, and IV of this Application and in Exhibit G.

**Exhibit I: Contracts with Respect to the Disposition of Facilities**

The Agreement and Plan of Merger ("Merger Agreement") between Great Plains Energy Incorporated and Westar Energy, Inc., dated as of May 29, 2016, is attached as Exhibit I-1. Schedules described or referenced in the Merger Agreement have been omitted. Additionally, the Stock Purchase Agreement ("SPA") between Great Plains Energy Incorporated and OCM Credit Portfolio LP, a limited partnership organized under the laws of Ontario, Canada, dated as of May 29, 2016, is attached as Exhibit I-2. Schedules described or referenced in the SPA have been omitted. To the extent 18 C.F.R § 33.2 may be interpreted to require the submission of such supplementary information, the Applicants respectfully request waiver of this requirement.

**Exhibit I-1**

**Agreement and Plan of Merger**
**by and among**
**Westar Energy, Inc.,**
**Great Plains Energy Incorporated**
**and**
**Merger Sub**
**Dated as of May 29, 2016**

*Execution Version*

**AGREEMENT AND PLAN OF MERGER**

by and among

**WESTAR ENERGY, INC.,**

**GREAT PLAINS ENERGY INCORPORATED**

and

**MERGER SUB, as defined herein**

**Dated as of May 29, 2016**

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**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 29, 2016, is by and among Westar Energy, Inc., a Kansas corporation (the "Company"), Great Plains Energy Incorporated, a Missouri corporation (the "Parent") and, from and after its accession to this Agreement in accordance with Section 1.01(b), the Kansas corporation to be formed as a wholly owned subsidiary of Parent ("Merger Sub" and, together with the Company and Parent, the "Parties").

**RECITALS**

WHEREAS, the Parties intend that, upon the terms and subject to the conditions set forth herein, at the Effective Time (as defined below), Merger Sub will merge with and into the Company, with the Company surviving such merger;

WHEREAS, the board of directors of the Company (the "Company Board") has (a) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, for the Company to enter into this Agreement and to consummate the transactions contemplated hereby, (b) adopted and approved this Agreement and approved the Company's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, and (c) resolved to recommend that the Company's shareholders adopt this Agreement;

WHEREAS, the board of directors of Parent (the "Parent Board") has (a) determined that it is in the best interests of Parent and its shareholders, and declared it advisable, for Parent to enter into this Agreement and to consummate the transactions contemplated hereby, and (b) adopted and approved this Agreement and approved Parent's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement;

WHEREAS, the board of directors of Merger Sub has (a) determined that it is in the best interests of Merger Sub and its shareholder, and declared it advisable, for Merger Sub to enter into this Agreement and to consummate the transactions contemplated hereby, (b) adopted and approved this Agreement and approved Merger Sub's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, and (c) resolved to recommend that Parent, in its capacity as Merger Sub's sole shareholder, adopt this Agreement;

WHEREAS, Parent has adopted this Agreement and approved the transactions contemplated hereby, by written consent in its capacity as the sole shareholder of Merger Sub; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and subject to the conditions set forth herein, and each intending to be legally bound hereby, the Parties agree as follows:

## ARTICLE I

## THE MERGER

SECTION 1.01 Formation of Merger Sub; Accession.

(a) Reasonably promptly after the date hereof, and in any event within ten (10) Business Days after the date hereof, Parent shall form Merger Sub. Parent shall own one hundred percent (100%) of the outstanding equity interests of Merger Sub.

(b) Promptly after forming Merger Sub, and in any event within ten (10) Business Days thereafter, (i) Parent shall take such actions as are reasonably necessary to cause the board of directors of Merger Sub to unanimously approve this Agreement, declare it advisable for Merger Sub to enter into this Agreement and consummate the transactions contemplated hereby and recommend that Parent, in its capacity as the sole shareholder of Merger Sub, adopt this Agreement, (ii) Parent, as the sole shareholder of Merger Sub, shall adopt this Agreement and (iii) Parent shall cause Merger Sub to accede to this Agreement by executing a signature page to this Agreement, after which time Merger Sub shall be a party hereto for all purposes set forth herein. Notwithstanding any provision herein to the contrary, (i) the obligations of Merger Sub to perform its covenants hereunder shall commence only at the time of its formation and (ii) each representation and warranty with respect to Merger Sub shall not be deemed made until such entity's execution of a signature page to this Agreement and any references to the date of this Agreement with respect thereto shall refer to the date of Merger Sub's execution of a signature page to this Agreement.

SECTION 1.02 The Merger. At the Effective Time, upon the terms and subject to the conditions set forth herein, Merger Sub shall be merged with and into the Company in accordance with Section 17-6701 of the Kansas General Corporation Code (the "KGCC") and this Agreement (the "Merger"), and the separate corporate existence of Merger Sub shall cease. The Company shall be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation").

SECTION 1.03 The Effective Time. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the Company shall deliver to the Secretary of State of the State of Kansas articles of merger with respect to the Merger, in such form as is required by, and executed in accordance with, the relevant provisions of the KGCC (the "Articles of Merger"). The Merger shall become effective at the time the Articles of Merger are duly filed with the Secretary of State of the State of Kansas in accordance with the KGCC or at such later time as is permissible in accordance with the KGCC and, as the Parties may mutually agree, as specified in the Articles of Merger (the time the Merger becomes effective, the "Effective Time").

SECTION 1.04 The Closing. Unless this Agreement has been terminated in accordance with Section 8.01, the consummation of the Merger (the "Closing") shall take place at the offices of Baker Botts L.L.P., 30 Rockefeller Plaza, New York, New York 10112 at 10:00 a.m. New York City time on a date to be mutually agreed to by the Parties, which date shall be no later than the third Business Day after the satisfaction or waiver of the conditions to the Closing set forth in Article VII (except for those conditions to the Closing that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of such conditions), unless another time, date or place is mutually agreed to in writing by the Parties. The date on which the Closing occurs is referred to herein as the "Closing Date."

SECTION 1.05 Effects of the Merger. The Merger shall have the effects specified herein and in the applicable provisions of the KGCC, including Article 67 thereof. Without limiting the foregoing, from and after the Effective Time, the Surviving Corporation shall possess all of the properties, rights, privileges, powers and franchises of the Company and Merger Sub, and all of the claims, obligations, liabilities, debts and duties of the Company and Merger Sub shall become the claims, obligations, liabilities, debts and duties of the Surviving Corporation.

SECTION 1.06 Organizational Documents. As of the Effective Time, the articles of incorporation of the Surviving Corporation shall be amended and restated to be the same as the articles of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, until thereafter amended as provided therein and in accordance with applicable Law, except that the name of the Surviving Corporation shall be "Westar Energy, Inc.". As of the Effective Time, the bylaws of the Surviving Corporation shall be amended and restated to be the same as the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, until thereafter amended as provided therein and in accordance with applicable Law, except that the name of the Surviving Corporation shall be "Westar Energy, Inc.".

SECTION 1.07 Surviving Corporation Directors and Officers. As of the Effective Time, (i) the directors of Merger Sub as of immediately prior to the Effective Time shall be the directors of the Surviving Corporation and (ii) the officers of the Company as of immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

SECTION 1.08 Plan of Merger. This Article I and Article II and, solely to the extent necessary under the KGCC, the other provisions of this Agreement shall constitute a "plan of merger" for purposes of the KGCC.

## ARTICLE II

## EFFECT ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES AND BOOK-ENTRY SHARES

SECTION 2.01 Effect of Merger on Capital Stock.

(a) Cancellation of Treasury Stock and Parent-Owned Stock; Conversion of Company Common Stock; Conversion of Merger Sub Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub or any holder of shares of Company Common Stock:

(i) each share of common stock, $5.00 par value, of the Company ("Company Common Stock") that is owned by the Company as treasury stock, if any, each share of Company Common Stock that is owned by a wholly owned Subsidiary of the Company, if any, and each share of Company Common Stock that is owned directly or indirectly by Parent or Merger Sub, if any, immediately prior to the Effective Time shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(ii) subject to Section 2.01(b), each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (except for shares to be canceled and retired or converted in accordance with Section 2.01(a)(i) and the Dissenting Shares) shall be converted automatically into the right to receive (A) an amount in cash (without interest) equal to $51.00 (the "Cash Consideration") and (B) that number (rounded to the nearest 1/10,000 of a share) of validly issued, fully paid and nonassessable shares of common stock, no par value, of Parent ("Parent Common Stock") equal to the Exchange Ratio (the "Stock Consideration" and, together with the Cash Consideration, the "Merger Consideration"), in each case, payable as provided in Section 2.02, and, when so converted, shall automatically be canceled and retired and shall cease to exist. For purposes of this Agreement, "Exchange Ratio" shall mean the following:

(1) If the Average Parent Stock Price is an amount greater than $33.2283, then the Exchange Ratio shall be 0.2709;

(2) If the Average Parent Stock Price is an amount greater than or equal to $28.5918 but less than or equal to $33.2283, then the Exchange Ratio shall be an amount equal to the quotient obtained by dividing (x) $9.00 by (y) the Average Parent Stock Price; or

(3) If the Average Parent Stock Price is an amount less than $28.5918, then the Exchange Ratio shall be 0.3148; and

(iii) each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock of the Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

(b) Adjustments to Merger Consideration. If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of capital stock of the Company or Parent (or any other securities convertible therefor or exchangeable thereto) shall occur as a result of any

reclassification, stock split (including a reverse stock split), combination, exchange or readjustment of shares, or any stock dividend or stock distribution with a record date during such period, or any similar event, in each case, other than pursuant to the transactions contemplated by this Agreement, the Merger Consideration and any other similarly dependent items shall be equitably adjusted to provide to the holders of Company Common Stock the same economic effect as contemplated by this Agreement prior to such action.

SECTION 2.02 Payment for Shares.

(a) Exchange Agent. Prior to the Closing Date, Parent shall appoint a bank or trust company to act as paying and exchange agent reasonably acceptable to the Company (the "Exchange Agent") for the purpose of exchanging shares of Company Common Stock for the Merger Consideration in accordance with Section 2.01(a)(ii). At or prior to the Effective Time, Parent shall deposit or cause to be deposited with the Exchange Agent, in trust for the benefit of the holders of Company Common Stock contemplated by Section 2.01(a)(ii), (i) an aggregate amount of cash and an aggregate amount of Parent Common Stock sufficient to deliver the aggregate amount of Cash Consideration (together with, to the extent then determinable, any cash payable in lieu of fractional shares pursuant to Section 2.02(i)) and (ii) the aggregate amount of Stock Consideration pursuant to Section 2.01(a)(ii). In addition, Parent shall deposit, or cause to be deposited, with the Exchange Agent, as necessary from time to time after the Effective Time, (i) any dividends or other distributions payable pursuant to Section 2.02(j) and (ii) cash in lieu of any fractional shares payable pursuant to Section 2.02(i). All shares of Parent Common Stock and cash, together with the amount of any such cash dividends and distributions deposited with the Exchange Agent pursuant to this Section 2.02(a), shall hereinafter be referred to as the "Exchange Fund."

(b) Payment Procedures.

(i) Promptly after the Effective Time (but no later than two (2) Business Days after the Effective Time), the Exchange Agent will mail to each holder of record of a certificate representing outstanding shares of Company Common Stock immediately prior to the Effective Time (a "Certificate") and to each holder of uncertificated shares of Company Common Stock represented by book entry immediately prior to the Effective Time ("Book-Entry Shares"), in each case, whose shares were converted into the right to receive the Merger Consideration pursuant to Section 2.01(a)(ii):

(1) a letter of transmittal, which shall specify that delivery shall be effected, and that risk of loss and title to Certificates or Book-Entry Shares held by such holder will pass, only upon delivery of such Certificates or Book-Entry Shares to the Exchange Agent and which shall be in form and substance reasonably satisfactory to Parent and the Company, and

(2) instructions for use in effecting the surrender of such Certificates or Book-Entry Shares in exchange for the Merger Consideration with respect to such shares.

(ii) Upon surrender to, and acceptance in accordance with Section 2.02(b)(iii) by, the Exchange Agent of a Certificate or Book-Entry Share, the holder thereof will be entitled to the Merger Consideration payable in respect of the number of shares of Company Common Stock formerly represented by such Certificate or Book-Entry Share surrendered under this Agreement. Until such time as the Merger Consideration is issued to or at the direction of the holder of a surrendered Certificate or Book-Entry Shares, the Parent Common Stock that constitutes a portion thereof shall not be voted on any matter.

(iii) The Exchange Agent will accept Certificates or Book-Entry Shares upon compliance with such reasonable terms and conditions as the Exchange Agent may impose to effect an orderly exchange of the Certificates and Book-Entry Shares in accordance with customary exchange practices.

(iv) From and after the Effective Time, no further transfers may be made on the records of the Company or its transfer agent of Certificates or Book-Entry Shares, and if any Certificate or Book-Entry Share is presented to the Company for transfer, such Certificate of Book-Entry Share shall be canceled against delivery of the Merger Consideration payable in respect of the shares of Company Common Stock represented by such Certificate or Book-Entry Share.

(v) If any Merger Consideration is to be remitted to a name other than that in which a Certificate or Book-Entry Share is registered, no Merger Consideration may be paid in exchange for such surrendered Certificate or Book-Entry Share unless:

(1) either (A) the Certificate so surrendered is properly endorsed, with signature guaranteed, or otherwise in proper form for transfer or (B) the Book-Entry Share is properly transferred; and

(2) the Person requesting such payment shall (A) pay any transfer or other Taxes required by reason of the payment to a Person other than the registered holder of the Certificate or Book-Entry Share or (B) establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(vi) At any time after the Effective Time until surrendered as contemplated by this Section 2.02, each Certificate or Book-Entry Share shall be deemed to represent only the right to receive upon such surrender the Merger Consideration payable in respect of the shares of Company Common Stock represented by such Certificate or Book-Entry Share as contemplated by Section 2.01(a)(ii). No interest will be paid or accrued for the benefit of holders of Certificates or Book-Entry Shares on the Merger Consideration payable in respect of the shares of Company Common Stock represented by Certificates or Book-Entry Shares.

(c) No Further Ownership Rights in Company Common Stock.

(i) At the Effective Time, each holder of a Certificate, and each holder of Book-Entry Shares, will cease to have any rights with respect to such shares of Company Common Stock, except, to the extent provided by Section 2.01, for the right to receive the Merger Consideration payable in respect of the shares of Company Common Stock formerly represented by such Certificate or Book-Entry Shares upon surrender of such Certificate or Book-Entry Share in accordance with Section 2.02(b);

(ii) The Merger Consideration paid upon the surrender or exchange of Certificates or Book-Entry Shares in accordance with this Section 2.02 will be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Company Common Stock formerly represented by such Certificates or Book-Entry Shares (other than the right to receive dividends or other distributions, if any, in accordance with Section 2.02(j)).

(d) Termination of Exchange Fund. The Exchange Agent will deliver to the Surviving Corporation, upon the Surviving Corporation's demand, any portion of the Exchange Fund (including any interest and other income received by the Paying Agent in respect of all such funds) which remains undistributed to the former holders of Certificates or Book-Entry Shares upon expiration of the period ending one (1) year after the Effective Time. Thereafter, any former holder of Certificates or Book-Entry Shares prior to the Merger who has not complied with this Section 2.02 prior to such time, may look only to the Surviving Corporation for payment of his, her or its claim for Merger Consideration to which such holder may be entitled.

(e) Investment of Exchange Fund. The Exchange Agent shall invest any cash in the Exchange Fund if and as directed by Parent; provided that such investment shall be in obligations of, or guaranteed by, the United States of America, in commercial paper obligations of issuers organized under the Law of a state of the United States of America, rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Ratings Service, respectively, or in certificates of deposit, bank repurchase agreements or bankers' acceptances of commercial banks with capital exceeding $10,000,000,000, or in mutual funds investing in such assets. Any interest and other income resulting from such investments shall be paid to, and be the property of, Parent. No investment losses resulting from investment of the cash component of the Exchange Fund shall diminish the rights of any of the Company's shareholders to receive the Merger Consideration or any other payment as provided herein. To the extent there are losses with respect to such investments or the cash component of the Exchange Fund diminishes for any other reason below the level required to make prompt cash payment of the aggregate funds required to be paid pursuant to the terms hereof, Parent shall reasonably promptly replace or restore the cash in the Exchange Fund so as to ensure that the cash component of the Exchange Fund is at all times maintained at a level sufficient to make such cash payments.

(f) No Liability. None of the Company, Parent, Merger Sub, the Surviving Corporation, the Exchange Agent or any other Person shall be liable to any Person in respect of any portion of the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(g) Withholding Taxes. Each of Parent, the Surviving Corporation and the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Certificates, Book-Entry Shares, Company Restricted Share Units, Company Performance Units or Other Equity-Based Rights such amounts for Taxes as may be required to be deducted and withheld with respect to the making of such payment under applicable Tax Law. Amounts so deducted and withheld shall be promptly paid over to the appropriate taxing authority, and shall be treated for all purposes under this Agreement as having been paid to the holder of Certificates, Book-Entry Shares, Company Restricted Share Units, Company Performance Units or Other Equity-Based Rights, as applicable, in respect of which such deduction or withholding was made. Parent, the Surviving Corporation or the Exchange Agent, as relevant, shall provide advance notice of any requirement to withhold and deduct Taxes, and shall obtain from holders of Certificates, Book-Entry Shares, Company Restricted Share Units, Company Performance Units or Other Equity-Based Rights such certificates or other documents required to avoid or reduce any such Taxes.

(h) Lost, Stolen or Destroyed Certificates. If any Certificate formerly representing shares of Company Common Stock has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such Person of a bond, in such reasonable and customary amount as Parent may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall deliver and pay, in exchange for such lost, stolen or destroyed certificate, the Merger Consideration payable in respect thereof pursuant to this Agreement.

(i) Fractional Shares. No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the conversion of Company Common Stock pursuant to Section 2.01, and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a holder of Parent Common Stock. For purposes of this Section 2.02(i), all fractional shares to which a single record holder would be entitled shall be aggregated and calculations shall be rounded to three decimal places. In lieu of any such fractional shares, each holder of Company Common Stock who would otherwise be entitled to such fractional shares shall be entitled to an amount in cash, without interest, rounded to the nearest cent, equal to the product of (A) the amount of the fractional share interest in a share of Parent Common Stock to which such holder is entitled under Section 2.01(a)(ii) (or would be entitled but for this Section 2.02(i)) and (B) an amount equal to the Average Parent Stock Price. As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Company Common Stock in lieu of any fractional share interests in Parent Common Stock, the Exchange Agent shall make available such amounts, without interest, to the holders of Company Common Stock entitled to receive such cash.

(j) Dividends with Respect to Parent Common Stock. No dividends or other distributions with respect to Parent Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate or Book-Entry Shares with respect to the shares of Parent Common Stock issuable hereunder, and all such dividends and other distributions shall be paid by Parent to the Exchange Agent and shall be included in the Exchange Fund, in each case until the surrender of such Certificate (or affidavit of loss in lieu thereof) or Book-Entry Shares in accordance with this Agreement. Subject to applicable Laws, following surrender of any such Certificate (or affidavit of loss in lieu thereof) or Book-Entry Shares there shall be paid to the holder thereof, without interest and subject to any required Tax withholding, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such shares of Parent Common Stock to which such holder is entitled pursuant to this Agreement and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and with a payment date subsequent to such surrender payable with respect to such shares of Parent Common Stock.

SECTION 2.03 Equity Awards. At or prior to the Effective Time, the Company shall take such actions as are necessary (including obtaining any resolutions of the Company Board or, if appropriate, any committee thereof administering the Company Stock Plan) to effect the following:

(a) Company Restricted Share Units. Immediately prior to the Effective Time, each Company Restricted Share Unit that is outstanding and unvested immediately prior to the Effective Time shall be cancelled as of the Effective Time and converted into a vested right to receive cash in an amount equal to (i) the Cash Consideration, plus (ii) the amount in cash, without interest, rounded to the nearest cent, equal to the (A) the Average Parent Stock Price multiplied by (B) the Exchange Ratio, plus (iii) the amount of any dividend equivalents associated with such Company Restricted Share Unit as of the Effective Time, subject to any withholding Taxes required by Law to be withheld in accordance with Section 2.02(g). In each case, payment with respect to any Company Restricted Share Units shall be made within five (5) Business Days after the Closing Date.

(b) Company Performance Units. Immediately prior to the Effective Time, each Company Performance Unit that is outstanding and unvested immediately prior to the Effective Time shall be cancelled as of the Effective Time and converted into a vested right to receive cash in an amount equal to (i) the Cash Consideration, plus (ii) the amount in cash, without interest, rounded to the nearest cent, equal to the (A) the Average Parent Stock Price multiplied by (B) the Exchange Ratio, plus (iii) the amount of any dividend equivalents associated with such Company Performance Unit as of the Effective Time, with the number of vested Company Performance Units to be the greater of the target award or the number determined in accordance with the performance criteria provided in the applicable award agreement, subject to any withholding Taxes required by Law to be withheld in accordance with Section 2.02(g). In each case, payment with respect to any Company Performance Units shall be made within five (5) Business Days after the Closing Date.

(c) Other Equity-Based Rights. Immediately prior to the Effective Time, each contractual right to receive a share of Company Common Stock or the value of such a share other than Company Restricted Share Units and Company Performance Units (each, an "Other Equity-Based Right") granted pursuant to any Company Benefit Plan that is outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, vest in full, and all restrictions (including forfeiture restrictions or repurchase rights) otherwise applicable to such Other Equity-Based Right shall lapse, and each Other Equity-Based Right shall be cancelled as of the Effective Time and converted into a vested right to receive cash in an amount equal to (i) the Cash Consideration, plus (ii) the amount in cash, without interest, rounded to the nearest cent, equal to the (A) the Average Parent Stock Price multiplied by (B) the Exchange Ratio, plus (iii) the amount of any dividend equivalents associated with such Other Equity-Based Right as of the Effective Time, subject to any withholding Taxes required by Law to be withheld in accordance with Section 2.02(g). In each case, payment with respect to any Other Equity-Based Rights shall be made within five (5) Business Days after the Closing Date; provided, however, that in the case of any Other Equity-Based Rights that constitute deferred compensation within the meaning of Section 409A of the Code, payment shall occur on the date that it would otherwise occur under the applicable Company Benefit Plan or election form absent the application of this Section 2.03(c) to the extent necessary to avoid the imposition of any penalty or other taxes under Section 409A of the Code.

(d) Termination of Company Stock Plan. After the Effective Time, the Company Stock Plan shall be terminated and no further Company Restricted Share Units or Company Performance Units shall be granted thereunder.

SECTION 2.04 Appraisal Rights.

(a) Notwithstanding anything to the contrary contained in this Agreement, any share of Company Common Stock that, as of the Effective Time, is held by a holder who is entitled to, and who has properly preserved, appraisal rights under Section 17-6712 of the KGCC with respect to such share (a "Dissenting Share") will not be converted into or represent the right to receive the applicable Merger Consideration in accordance with Section 2.01 and Section 2.02, and the holder of such share will be entitled only to such rights as may be granted to such holder pursuant to Section 17-6712 of the KGCC with respect to such share; provided, however, that if such appraisal rights have not been perfected or the holder of such share has otherwise lost such holder's appraisal rights with respect to such share, then, as of the later of the Effective Time or the time of the failure to perfect such rights or the loss of such rights, such share will automatically be converted into and will represent only the right to receive (upon the surrender of the Certificate representing such share or Book-Entry Share) the applicable Merger Consideration in accordance with Section 2.01 and Section 2.02.

(b) The Company will give Parent (i) prompt notice of any written demand for appraisal received by the Company prior to the Effective Time pursuant to Section 17-6712 of the KGCC and (ii) the opportunity to participate in all negotiations and proceedings with respect to any such demand.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as set forth in the Company Reports publicly available and filed with or furnished to the SEC prior to the date of this Agreement (excluding any disclosures of factors or risks contained or references therein under the captions "Risk Factors" or "Forward-Looking Statements" and any other statements that are predictive, cautionary or forward-looking in nature) or (b) subject to Section 9.04(k), as set forth in the corresponding section of the disclosure letter delivered by the Company to Parent concurrently with the execution and delivery by the Company of this Agreement (the "Company Disclosure Letter"), the Company represents and warrants to Parent and Merger Sub as follows:

SECTION 3.01 Organization, Standing and Power. Each of the Company and the Subsidiaries of the Company (the "Company Subsidiaries") is duly organized, validly existing and in active status or good standing, as applicable, under the laws of the jurisdiction in which it is organized (in the case of active status or good standing, to the extent such jurisdiction recognizes such concept), except, in the case of the Company Subsidiaries, where the failure to be so organized, existing or in active status or good standing, as applicable, has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and the Company Subsidiaries has all requisite entity power and authority to enable it to own, operate, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, except where the failure to have such power or authority would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and the Company Subsidiaries is duly qualified or licensed to do business in each jurisdiction where the nature of its business or the ownership, operation or leasing of its properties make such qualification necessary, except in any such jurisdiction where the failure to be so qualified or licensed would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Parent true and complete copies of the amended and restated articles of incorporation of the Company in effect as of the date of this Agreement (the "Company Articles") and the bylaws of the Company in effect as of the date of this Agreement (the "Company Bylaws").

SECTION 3.02 Company Subsidiaries. All the outstanding shares of capital stock, voting securities of, and other equity interests in, each Company Subsidiary have been validly issued and are fully paid and nonassessable and are owned by the Company, by another Company Subsidiary or by the Company and another Company Subsidiary, free and clear of (a) all pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever (collectively, "Liens") and (b) any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock, voting securities or other equity interests), except, in the case of the foregoing clauses (a) and (b), as imposed by this Agreement, the Organizational Documents of the Company Subsidiaries or applicable securities Laws. Section 3.02 of the Company Disclosure Letter sets forth, as of the date of this Agreement, a true and complete list of the Company Subsidiaries. The Company has made available to Parent true and complete copies of the articles of incorporation and bylaws (or equivalent Organizational Documents) of each Company Subsidiary in effect as of the date of this Agreement. Neither the Company nor any Company Subsidiary owns any shares of capital stock or voting securities of, or other equity interests in, any Person other than the Company Subsidiaries.

SECTION 3.03 Capital Structure.

(a) The authorized capital stock of the Company consists of 285,600,000 shares of which 275,000,000 shares is Company Common Stock of the par value of $5.00 each, 4,000,000 shares is preference stock without par value, 600,000 shares is preferred stock of the par value of $100 each and 6,000,000 shares is preferred stock without par value (collectively, the preference and preferred stock are the "Preferred Stock"). At the close of business on May 27, 2016, (i) 141,686,679 shares of Company Common Stock were issued and outstanding, (ii) no shares of Preferred Stock were issued and outstanding, (iii) no shares of Company Common Stock were held by the Company in its treasury, (iv) Company Restricted Share Units with respect to an aggregate of 311,431 shares of Company Common Stock were issued and outstanding, (v) Company Performance Units with respect to an aggregate of 299,938 shares of Company Common Stock based on achievement of applicable performance criteria at target level were issued and outstanding and (vi) Other Equity-Based Rights with respect to an aggregate 348,926 shares of Company Common Stock were issued and outstanding. At the close of business on May 27, 2016, an aggregate of 4,996,046 shares of Company Common Stock were available for issuance pursuant to the Company Benefit Plans.

(b) All outstanding shares of Company Common Stock are, and all shares of Company Common Stock that may be issued upon the settlement of Company Restricted Share Units, Company Performance Units and Other Equity-Based Rights will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any preemptive or similar right. Except as set forth in this Section 3.03 or as set forth in Section 3.03 or Section 5.01(a)(v) of the Company Disclosure Letter, there are not issued, reserved for issuance or outstanding, and there are not any outstanding obligations of the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, (i) any capital stock of the Company or any Company Subsidiary or any securities of the Company or any Company Subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity interests in, the Company or any Company Subsidiary or (ii) any warrants, calls, options or other rights to acquire from the Company or any Company Subsidiary, or any other obligation of the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock or voting securities of, or other equity interests in, the Company or any Company Subsidiary (the foregoing clauses (i) and (ii), collectively, "Equity Securities"). Except pursuant to the Company Stock Plan, there are not any outstanding obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any Equity Securities. There is no outstanding Indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of the Company may vote ("Company Voting Debt"). No Company Subsidiary owns any shares of Company Common Stock. Neither the Company nor any of the Company Subsidiaries is a party to any voting agreement with respect to the voting of any capital stock or voting securities of, or other equity interests in, the Company.

SECTION 3.04 Authority; Execution and Delivery; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its covenants and agreements hereunder and to consummate the transactions contemplated hereby, including the Merger, subject, in the case of the Merger, to the receipt of the Company Shareholder Approval. The Company Board has adopted resolutions, at a meeting duly called at which a quorum of directors of the Company was present, (a) determining that it is in the best interests of the Company and its shareholders, and declaring it advisable, for the Company to enter into this Agreement, (b) adopting this Agreement and approving the Company's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby and (c) resolving to recommend that the Company's shareholders approve this Agreement (the "Company Board Recommendation") and directing that this Agreement be submitted to the Company's shareholders for approval at a duly held meeting of such shareholders for such purpose (the "Company Shareholders Meeting"). Such resolutions have not been amended or withdrawn as of the date of this Agreement. Except for (i) the approval of this Agreement by the affirmative vote of the holders of a majority of all of the outstanding shares of Company Common Stock entitled to vote at the Company Shareholders Meeting (the "Company Shareholder Approval") and (ii) the filing of the Articles of Merger as required by the KGCC, no other vote or corporate proceedings on the part of the Company or its shareholders are necessary to authorize, adopt or approve this Agreement or to consummate the transactions contemplated hereby, including the Merger. The Company has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Parent and Merger Sub, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law) (the "Bankruptcy and Equity Exceptions").

SECTION 3.05 No Conflicts; Consents.

(a) The execution and delivery by the Company of this Agreement does not, and the performance by the Company of its covenants and agreements hereunder and the consummation of the transactions contemplated hereby, including the Merger, will not, (i) subject to obtaining the Company Shareholder Approval, conflict with, or result in any violation of any provision of, the Company Articles, the Company Bylaws or the Organizational Documents of any Company Subsidiary, (ii) subject to obtaining the Consents set forth in Section 3.05(a)(ii) of the Company Disclosure Letter (the "Company Required Consents"), conflict with, result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any material obligation or to the loss of a material benefit under, or result in the creation of a Lien upon any of the respective properties or assets of the Company or any Company Subsidiary pursuant to, any Contract to which the Company or any Company Subsidiary is a party or by which any of their respective properties or assets are bound or any Permit applicable to the business of the Company and the Company Subsidiaries or (iii) subject to obtaining the Company Shareholder

Approval and the Consents referred to in Section 3.05(b) and making the Filings referred to in Section 3.05(b), conflict with, or result in any violation of any provision of, any Judgment or Law, in each case, applicable to the Company or any Company Subsidiary or their respective properties or assets, except for, in the case of the foregoing clauses (ii) and (iii), any matter that would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect and would not prevent or materially impede, interfere with or delay the consummation of the transactions contemplated hereby, including the Merger.

(b) No consent, waiver or Permit ("Consent") of or from, or registration, declaration, notice, submission or filing ("Filing") made to or with, any Governmental Entity is required to be obtained or made by the Company, any Company Subsidiary or any other Affiliate of the Company in connection with the Company's execution and delivery of this Agreement or its performance of its covenants and agreements hereunder or the consummation of the transactions contemplated hereby, including the Merger, except for the following:

(i) (1) the filing with the Securities and Exchange Commission (the "SEC"), in preliminary and definitive form, of the Proxy Statement/Prospectus and (2) the filing with the SEC of such reports under, and such other compliance with, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Securities Act of 1933, as amended (the "Securities Act"), and rules and regulations of the SEC promulgated thereunder, as may be required in connection with this Agreement or the Merger;

(ii) compliance with, Filings under and the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and such other Consents or Filings as are required to be obtained or made under any other Antitrust Law;

(iii) the filing of the Articles of Merger with the Secretary of State of the State of Kansas and appropriate documents with the relevant authorities of the other jurisdictions in which Parent and the Company are qualified to do business;

(iv) (1) Filing with, and the Consent of, the Federal Energy Regulatory Commission (the "FERC") under Section 203 of the Federal Power Act (the "FPA"), (2) Filings with, and the Consent of, the U.S. Nuclear Regulatory Commission (the "NRC"), (3) Filings with, and the Consent of, the Kansas Corporation Commission (the "KCC") and (4) Filings and Consents set forth in Section 3.05(b)(iv) of the Company Disclosure Letter (the Consents and Filings set forth in Section 3.05(b)(ii) and this Section 3.05(b)(iv), collectively, the "Company Required Statutory Approvals");

(v) the Company Required Consents;

(vi) Filings and Consents as are required to be made or obtained under state or federal property transfer Laws or Environmental Laws; and

(vii) such other Filings or Consents the failure of which to make or obtain would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect and would not prevent or materially impede, interfere with or delay the consummation of the Merger.

SECTION 3.06 Company Reports; Financial Statements.

(a) The Company has furnished or filed all reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) required to be furnished or filed by the Company with the SEC since January 1, 2014 (such documents, together will all exhibits, financial statements, including the Company Financial Statements, and schedules thereto and all information incorporated therein by reference, but excluding the Proxy Statement/Prospectus, being collectively referred to as the "Company Reports"). Each Company Report (i) at the time furnished or filed, complied in all material respects with the applicable requirements of the Exchange Act, the Securities Act or the Sarbanes-Oxley Act of 2002 (including the rules and regulations promulgated thereunder), as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Company Report and (ii) did not at the time it was filed (or if amended or superseded by a filing or amendment prior to the date of this Agreement, then at the time of such filing or amendment) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the consolidated financial statements of the Company included in the Company Reports (the "Company Financial Statements") complied at the time it was filed as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, was prepared in accordance with United States generally accepted accounting principles ("GAAP") (except, in the case of unaudited quarterly financial statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods and as of the dates involved (except as may be indicated in the notes thereto) and fairly presents in all material respects, in accordance with GAAP, the consolidated financial position of the Company and the Company's consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited quarterly financial statements, to normal year-end audit adjustments).

(b) Neither the Company nor any Company Subsidiary has any liability of any nature that is required by GAAP to be set forth on a consolidated balance sheet of the Company and the Company Subsidiaries, except liabilities (i) reflected or reserved against in the most recent balance sheet (including the notes thereto) of the Company and the Company Subsidiaries included in the Company Reports filed prior to the date hereof, (ii) incurred in the ordinary course of business after March 31, 2016, (iii) incurred in connection with the Merger or any other transaction or agreement contemplated by this Agreement or (iv) that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) The Company maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15 or 15d-15, as applicable, under the Exchange Act). Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP in all material respects. The Company maintains "disclosure controls and procedures" required by Rule 13a-15 or 15d-15 under the Exchange Act that are effective in all material respects to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company has disclosed, based on its most recent evaluation prior to the date of this Agreement, to the Company's outside auditors and the audit committee of the Company Board (1) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (2) any fraud, known to the Company, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

SECTION 3.07 Absence of Certain Changes or Events.

(a) From December 31, 2015 to the date of this Agreement, each of the Company and the Company Subsidiaries has conducted its respective business in the ordinary course of business in all material respects.

(b) From December 31, 2015 to the date of this Agreement, there has not occurred any fact, circumstance, effect, change, event or development that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

SECTION 3.08 Taxes.

(a) (1) Each of the Company and Company Subsidiaries has timely filed, taking into account all valid extensions, all material Tax Returns required to have been filed and such Tax Returns are accurate and complete in all material respects and (2) all material Taxes have been timely paid in full (whether or not shown or required to be shown as due on any Tax Return);

(b) each of the Company and Company Subsidiaries has withheld and timely remitted to the appropriate Governmental Entity all material Taxes required to be withheld from amounts owing to any employee, creditor or third party;

(c) (1) no audit, examination, investigation or other proceeding is pending with any Governmental Entity with respect to any material amount of unpaid Taxes

asserted against the Company or any Company Subsidiary; and neither the Company nor any Company Subsidiary has received written notice of any threatened audit, examination, investigation or other proceeding from any Governmental Entity for any material amount of unpaid Taxes asserted against the Company or any Company Subsidiary, which have not been fully paid or settled, and (2) neither the Company nor any Company Subsidiary has granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any material Tax which has not yet expired (excluding extensions of time to file Tax Returns obtained in the ordinary course);

(d) (1) neither the Company nor any Company Subsidiary had any liabilities for material unpaid Taxes as of the date of the latest balance sheet included in the Company Financial Statements that had not been accrued or reserved on such balance sheet in accordance with GAAP and (2) neither the Company nor any Company Subsidiary has incurred any material liability for Taxes since the date of the latest balance sheet included in the Company Financial Statements except in the ordinary course of business;

(e) neither the Company nor any Company Subsidiary has any liability for material Taxes of any Person (except for the Company or any Company Subsidiary) arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign Law, as a transferee or successor or by contract;

(f) neither the Company nor any Company Subsidiary is a party to or is otherwise bound by any Tax sharing, allocation or indemnification agreement or arrangement, except for such an agreement or arrangement (1) exclusively between or among the Company and Company Subsidiaries, (2) with customers, vendors, lessors or other third parties entered into in the ordinary course of business and not primarily related to Taxes or (3) that as of the Closing Date will be terminated without any further payments being required to be made;

(g) within the past three (3) years, neither the Company nor any Company Subsidiary has been a "distributing corporation" or a "controlled corporation" in a distribution intended to qualify for tax-free treatment under Section 355 of the Code;

(h) neither the Company nor any Company Subsidiary has participated in any "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b)(2) or Treasury Regulations Section 301.6111-2(b) in any Tax year for which the statute of limitations has not expired;

(i) there are no Liens on any of the assets of the Company or any or its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any material Tax (excluding Taxes that are being contested in good faith for which adequate reserves have been provided in accordance with GAAP); and

(j) neither the Company nor any Company Subsidiary has any Tax rulings, requests for rulings, closing agreements or other similar agreements in effect or filed with any Governmental Entity.

(k) Except to the extent Section 3.09 relates to Taxes, the representations and warranties contained in this Section 3.08 are the sole and exclusive representations and warranties of the Company relating to Taxes, and no other representation or warranty of the Company contained herein shall be construed to relate to Taxes.

SECTION 3.09 Employee Benefits.

(a) Section 3.09(a) of the Company Disclosure Letter sets forth a complete and accurate list, as of the date of this Agreement, of each material Company Benefit Plan and each material Company Benefit Agreement.

(b) With respect to each material Company Benefit Plan and material Company Benefit Agreement, the Company has made available to Parent, to the extent applicable, complete and accurate copies of (i) the plan document (or, if such arrangement is not in writing, a written description of the material terms thereof), including any amendment thereto and any summary plan description thereof, (ii) each trust, insurance, annuity or other funding Contract related thereto, (iii) the two (2) most recent audited financial statement and actuarial or other valuation report prepared with respect thereto, (iv) the two (2) most recent annual report on Form 5500 required to be filed with the Internal Revenue Service (the "IRS") with respect thereto and (v) the most recently received IRS determination letter or, if applicable, current IRS opinion or advisory letter (as to qualified plan status). No Company Benefit Plan or Company Benefit Agreement is maintained outside the jurisdiction of the United States, or covers any Company Personnel residing or working outside of the United States.

(c) Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect, (i) each Company Benefit Plan and each Company Benefit Agreement has been maintained in compliance with its terms and with the requirements prescribed by ERISA, the Code and all other applicable Laws, (ii) there are no pending or, to the Knowledge of the Company, threatened proceedings or claims against any Company Benefit Plan or Company Benefit Agreement or any fiduciary thereof, or the Company or any Company Subsidiary with respect to any Company Benefit Plan or Company Benefit Agreement and (iii) all contributions, reimbursements, premium payments and other payments required to be made by the Company or any Company Commonly Controlled Entity to any Company Benefit Plan have been made on or before their applicable due dates. Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect, neither the Company nor any Company Commonly Controlled Entity has engaged in, and to the Knowledge of the Company, there has not been, any non-exempt transaction prohibited by ERISA or by Section 4975 of the Code with respect to any Company Benefit Plan or Company Benefit Agreement or their related trusts that would reasonably be expected to result in a liability of the Company or a Company Commonly Controlled Entity. Except as has not had and would

not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, no Company Benefit Plan or Company Benefit Agreement is under audit or is the subject of an administrative proceeding by the IRS, the Department of Labor, or any other Governmental Entity, nor is any such audit or other administrative proceeding, to the Knowledge of the Company, threatened.

(d) Section 3.09(d) of the Company Disclosure Letter sets forth each Company Benefit Plan and Company Benefit Agreement that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code. No Company Benefit Plan or Company Benefit Agreement is a multiemployer plan, as defined in Section 3(37) of ERISA, and neither the Company nor any Company Commonly Controlled Entity has contributed to or been obligated to contribute to any such plan within the six years preceding this Agreement. Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any Company Commonly Controlled Entity has incurred any Controlled Group Liability (as defined below) that has not been satisfied in full nor do any circumstances exist that could reasonably be expected to give rise to any Controlled Group Liability (except for the payment of premiums to the Pension Benefit Guaranty Corporation). For the purposes of this Agreement, "Controlled Group Liability" means any and all liabilities (i) under Title IV of ERISA, (ii) under Section 302 of ERISA, (iii) under Sections 412, 430 and 4971 of the Code or (iv) as a result of the failure to comply with the continuation of coverage requirements of Section 601 *et seq.* of ERISA and Section 4980B of the Code.

(e) Each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and such plan has received a currently effective favorable determination letter or, if applicable, current opinion or advisory letter to that effect from the IRS and, to the Knowledge of the Company, there is no reason why any such determination letter should be revoked.

(f) Except for any liabilities of the Company that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any Company Subsidiary has any liability for providing health, medical or other welfare benefits after retirement or other termination of employment, except for coverage or benefits required to be provided under Section 4980(B)(f) of the Code or applicable Law.

(g) Except as expressly provided in Sections 2.03(a), 2.03(b) and 2.03(c) of this Agreement, none of the execution and delivery of this Agreement, the performance by either party of its covenants and agreements hereunder or the consummation of the Merger (alone or in conjunction with any other event, including any termination of employment before, on or following the Effective Time) will (i) entitle any Company Personnel to any material compensation or benefit, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any Company Benefit Plan or Company Benefit Agreement or (iii) will result in any payment that could, individually or in combination with any other such payment, not be deductible under Section 280G of the Code.

(h) The representations and warranties contained in this Section 3.09 are the sole and exclusive representations and warranties of the Company relating to Company Benefit Plans or Company Benefit Agreements (including their compliance with any applicable Law) or ERISA, and no other representation or warranty of the Company contained herein shall be construed to relate to Company Benefit Plans or Company Benefit Agreements (including their compliance with any applicable Law) or ERISA.

SECTION 3.10 Labor and Employment Matters. Except for the Company Union Contracts, neither the Company nor any Company Subsidiary is party to any collective bargaining agreement or similar labor union Contract with respect to any of their respective employees. Except for employees covered by a Company Union Contract, no employees of the Company or any Company Subsidiary are represented by any other labor union with respect to their employment for the Company or any Company Subsidiary. To the Knowledge of the Company, except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) there are no labor union representation or certification proceedings with respect to employees of the Company or any Company Subsidiary pending or threatened in writing to be brought or filed with the National Labor Relations Board, and (b) there are no labor union organizing activities, with respect to employees of the Company or any Company Subsidiary. From January 1, 2015 until the date of this Agreement, except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, there have been no labor union strikes, slowdowns, work stoppages or lockouts or other material labor disputes pending or threatened in writing against or affecting the Company or any Company Subsidiary. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since January 1, 2014, the Company and each Company Subsidiary has complied and is in compliance with all applicable Laws pertaining to employment or labor matters and has not engaged in any action that will require any notifications under the Workers Adjustment and Retraining Notification Act and comparable local, state, and federal Laws ("WARN"). Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, there are no Claims or investigations pending or, to the Knowledge of the Company, threatened by or on behalf of any employee of the Company or any Company Subsidiary alleging violations of Laws pertaining to employment or labor matters.

SECTION 3.11 Litigation. There is no Claim before any Governmental Entity pending or, to the Knowledge of the Company, threatened against the Company or any Company Subsidiary that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There is no Judgment outstanding against or, to the Knowledge of the Company, investigation by any Governmental Entity of the Company or any Company Subsidiary or any of their respective properties or assets that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. This Section 3.11 does not relate to Taxes; Company Benefit Plans or Company Benefit Agreements (including their compliance with any applicable Law) or ERISA; Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters; or Intellectual Property, which are addressed in Sections 3.08, 3.09, 3.14 and 3.17, respectively.

SECTION 3.12 Compliance with Applicable Laws; Permits. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) the Company and the Company Subsidiaries are in compliance with all applicable Laws (including Anti-Corruption Laws) and all material Permits applicable to the business and operations of the Company and the Company Subsidiaries, and (b) the Company and each Company Subsidiary hold, and are in compliance with, all Permits required by Law for the conduct of their respective businesses as they are now being conducted. None of the Company, the Company Subsidiaries or, to the Knowledge of the Company, their respective directors, officers, employees, agents or representatives: (i) is a Designated Person, (ii) is a Person that is owned or controlled by a Designated Person; (iii) is located, organized or resident in a Sanctioned Country; or (iv) has or is now, in connection with the business of the Company or the Company Subsidiaries, engaged in, any dealings or transactions (A) with any Designated Person, (B) in any Sanctioned Country, or (C) otherwise in material violation of Sanctions. This Section 3.12 does not relate to Taxes; Company Benefit Plans or Company Benefit Agreements (including their compliance with any applicable Law) or ERISA; Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters; or Intellectual Property, which are addressed in Sections 3.08, 3.09, 3.14 and 3.17, respectively.

SECTION 3.13 Takeover Statutes. Assuming that the representations and warranties of Parent and Merger Sub contained in Section 4.13 are true and correct, the Company has taken all necessary actions, if any, so that the transactions contemplated hereby, including the Merger, are not subject to any "fair price," "moratorium," "control share acquisition," "interested shareholder," "affiliated transaction," "business combination" or any other antitakeover Law (each, a "Takeover Statute") or any similar antitakeover provision in the Company Articles or Company Bylaws.

SECTION 3.14 Environmental Matters.

(a) Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) the Company and the Company Subsidiaries are in compliance with all Environmental Laws, and, except for matters that have been fully resolved, as of the date of this Agreement, neither the Company nor any Company Subsidiary has received any written communication from a Governmental Entity or other Person that alleges that the Company or any Company Subsidiary is in violation of any Environmental Law or any Permit issued pursuant to Environmental Law (an "Environmental Permit");

(ii) with respect to all Environmental Permits necessary to conduct the respective operations of the Company or the Company Subsidiaries as currently conducted, (1) the Company and each of the Company Subsidiaries have obtained and are in compliance with, or have filed timely applications for, all such

Environmental Permits, (2) all such Environmental Permits are valid and in good standing, (3) neither the Company nor any Company Subsidiary has received notice from any Governmental Entity seeking to modify, revoke or terminate, any such Environmental Permits and (4) no such Environmental Permits will be subject to modification, termination or revocation as a result of the transactions contemplated by this Agreement;

(iii) there are no Environmental Claims pending or, to the Knowledge of the Company, threatened in writing against the Company or any Company Subsidiary that have not been fully and finally resolved;

(iv) there are and have been no Releases of, or exposure to, any Hazardous Materials on, at, under or from any property currently or formerly owned, leased or operated by the Company or any Company Subsidiary, and there are no other facts, circumstances or conditions, that would reasonably be expected to form the basis of any Environmental Claim against the Company or any Company Subsidiary; and

(v) the Company and the Company Subsidiaries have not transported or arranged for the transportation of any Hazardous Materials generated by the Company or any Company Subsidiary to any location which is listed on the National Priorities List under CERCLA, or on any similar state list, or which is the subject of federal, state or local enforcement actions or other investigations that would reasonably be expected to form the basis of any Environmental Claim against the Company or any Company Subsidiary.

(b) The representations and warranties contained in this Section 3.14 are the sole and exclusive representations and warranties of the Company relating to Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters, and no other representation or warranty of the Company contained herein shall be construed to relate to Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters.

SECTION 3.15 Contracts.

(a) Except for this Agreement, Company Benefit Plans and Company Benefit Agreements, as of the date of this Agreement, neither the Company nor any Company Subsidiary is a party to any Contract required to be filed by the Company as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act (a "Filed Company Contract") that has not been so filed.

(b) Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) each Filed Company Contract is a valid, binding and legally enforceable obligation of the Company or one of the Company Subsidiaries, as the case may be, and, to the Knowledge of the Company, of the other parties thereto, subject in all respects to the Bankruptcy and

Equity Exceptions, (ii) each such Filed Company Contract is in full force and effect and (iii) none of the Company or any Company Subsidiary is (with or without notice or lapse of time, or both) in breach or default under any such Filed Company Contract and, to the Knowledge of the Company, no other party to any such Filed Company Contract is (with or without notice or lapse of time, or both) in breach or default thereunder.

SECTION 3.16 Real Property. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the Company and the Company Subsidiaries has either good fee title or valid leasehold, easement or other real property rights, to the land, buildings, wires, pipes, structures and other improvements thereon and fixtures thereto necessary to permit it to conduct its business as currently conducted. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect and except as may be limited by the Bankruptcy and Equity Exceptions, (a) all leases, easements or other agreements under which the Company or any Company Subsidiary lease, access, use or occupy real property necessary to permit it to conduct its business as currently conducted are valid, binding and in full force and effect against the Company or the Company Subsidiaries and, to the Knowledge of the Company, the counterparties thereto, in accordance with their respective terms, and (b) none of the Company, the Company Subsidiaries or, to the Knowledge of the Company, the counterparties thereto are in default under any of such leases, easements or other agreements described in the foregoing clause (a). This Section 3.16 does not relate to Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters; or Intellectual Property, which are addressed in Section 3.14 and Section 3.17, respectively.

SECTION 3.17 Intellectual Property.

(a) Except as would not have or would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect, to the Knowledge of the Company, (i) the Company and the Company Subsidiaries have the right to use all material Intellectual Property used in their business as presently conducted and such conduct does not infringe or otherwise violate any Person's Intellectual Property, (ii) there is no Claim of such infringement or other violation pending or, to the Knowledge of the Company, threatened in writing against the Company, (iii) no Person is infringing or otherwise violating any Intellectual Property owned by the Company and the Company Subsidiaries, and (iv) no Claims of such infringement or other violation are pending or, to the Knowledge of the Company, threatened in writing against any Person by the Company.

(b) The representations and warranties contained in this Section 3.17 are the sole and exclusive representations and warranties of the Company relating to Intellectual Property, and no other representation or warranty of the Company contained herein shall be construed to relate to Intellectual Property.

SECTION 3.18 Insurance. As of the date hereof, except as would not have or would not be reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect, all material fire and casualty, general liability, director and officer, business interruption, product liability, and sprinkler and water damage insurance policies maintained by the Company or any Company Subsidiary ("Insurance Policies") are in full force and effect and all premiums due with respect to all Insurance Policies have been paid.

SECTION 3.19 Regulatory Status.

(a) The Company is a "holding company" under the Public Utility Holding Company Act of 2005 ("PUHCA 2005"). Except for the Utility Subsidiaries, none of the Company or the Company Subsidiaries is regulated as a public utility under the FPA or as a public utility under applicable Law of the State of Kansas or is subject to such regulation by any other state.

(b) All Filings (except for immaterial Filings) required to be made by the Company or any Company Subsidiary since January 1, 2016, with the FERC and the KCC, as the case may be, have been made, including all forms, statements, reports, agreements and all documents, exhibits, amendments and supplements appertaining thereto, including all rates, tariffs and related documents, and all such Filings complied, as of their respective dates, with all applicable requirements of applicable statutes and the rules and regulations promulgated thereunder, except for Filings the failure of which to make or the failure of which to make in compliance with all applicable requirements of applicable statutes and the rules and regulations promulgated thereunder, would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

SECTION 3.20 Brokers' Fees and Expenses. Except for any Company Financial Advisor, the fees and expenses of which will be paid by the Company, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement, including the Merger, based upon arrangements made by or on behalf of the Company.

SECTION 3.21 Opinion of Financial Advisor. The Company Board has received an opinion of the Company Financial Advisor to the effect that, as of the date of such opinion and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the Merger Consideration is fair, from a financial point of view, to the holders of shares of Company Common Stock (other than shares owned by the Company as treasury stock, shares that are owned by a wholly owned Subsidiary of the Company, or shares that are owned directly or indirectly by Parent or Merger Sub).

SECTION 3.22 No Additional Representations. Except for the representations and warranties expressly set forth in Article IV (as modified by the Parent Disclosure Letter) and in any certificate delivered by Parent to the Company in accordance with the terms hereof, the Company specifically acknowledges and agrees that neither Parent nor any of its Affiliates, Representatives or shareholders or any other Person makes, or has made, any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity). Except for the representations and warranties expressly set forth in this Article III (as modified by the Company Disclosure Letter) and in any certificate delivered by the Company to Parent in accordance with the terms hereof, the Company hereby expressly

disclaims and negates (a) any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity), including with respect to (i) the Company or the Company Subsidiaries or any of the Company's or the Company Subsidiaries' respective businesses, assets, employees, Permits, liabilities, operations, prospects or condition (financial or otherwise) or (ii) any opinion, projection, forecast, statement, budget, estimate, advice or other information with respect to the projections, budgets or estimates of future revenues, results of operations (or any component thereof), cash flows, financial condition (or any component thereof) or the future business and operations of the Company or the Company Subsidiaries, as well as any other business plan and cost-related plan information of the Company or the Company Subsidiaries, made, communicated or furnished (orally or in writing), or to be made, communicated or furnished (orally or in writing), to Parent, its Affiliates or its Representatives, in each case, whether made by the Company or any of its Affiliates, Representatives or shareholders or any other Person (this clause (ii), collectively, "Company Projections") and (b) all liability and responsibility for any such other representation or warranty or any such Company Projection.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except (a) as set forth in the Parent Reports publicly available and filed with or furnished to the SEC prior to the date of this Agreement (excluding any disclosures of factors or risks contained or references therein under the captions "Risk Factors" or "Forward-Looking Statements" and any other statements that are predictive, cautionary or forward-looking in nature) or (b) subject to Section 9.04(k), as set forth in the corresponding section of the disclosure letter delivered by Parent to the Company concurrently with the execution and delivery by Parent and Merger Sub of this Agreement (the "Parent Disclosure Letter"), Parent and Merger Sub represent and warrant to the Company as follows:

SECTION 4.01 Organization, Standing and Power. Each of Parent, Parent's Subsidiaries ("Parent Subsidiaries") and Merger Sub is duly organized, validly existing and in active status or good standing, as applicable, under the laws of the jurisdiction in which it is organized (in the case of active status or good standing, to the extent such jurisdiction recognizes such concept), except, in the case of Parent Subsidiaries, where the failure to be so organized, existing or in active status or good standing, as applicable, has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Each of Parent, Parent Subsidiaries and Merger Sub has all requisite entity power and authority to enable it to own, operate, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, except where the failure to have such power or authority would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Each of Parent, Parent Subsidiaries and Merger Sub is duly qualified or licensed to do business in each jurisdiction where the nature of its business or the ownership, operation or leasing of its properties make such qualification necessary, except in any such jurisdiction where the failure to be so qualified or licensed would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

SECTION 4.02 Parent Subsidiaries. All the outstanding shares of capital stock or voting securities of, or other equity interests in, each Parent Subsidiary have been validly issued and are fully paid and nonassessable and are owned by Parent, by another Parent Subsidiary or by Parent and another Parent Subsidiary, free and clear of (a) all Liens and (b) any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock, voting securities or other equity interests), except, in the case of the foregoing clauses (a) and (b), as imposed by this Agreement, the Organizational Documents of the Parent Subsidiaries or applicable securities Laws. Section 4.02 of the Parent Disclosure Letter sets forth, as of the date of this Agreement, a true and complete list of the Parent Subsidiaries. Parent has made available to the Company true and complete copies of the articles of incorporation and bylaws (or equivalent Organizational Documents) of each Parent Subsidiary in effect as of the date of this Agreement. Except as set forth in Section 4.02 of the Parent Disclosure Letter, neither Parent nor any Parent Subsidiary owns any shares of capital stock or voting securities of, or other equity interests in, any Person other than the Parent Subsidiaries.

SECTION 4.03 Capital Structure.

(a) As of the date hereof, the authorized capital stock of Parent consists of (i) 390,000 shares of $100.00 par value cumulative preferred stock ("Parent Preferred Par Value Stock"), (ii) 1,572,000 shares of cumulative preferred stock without par value ("Parent Preferred No Par Stock"), (iii) 11,000,000 shares of preference stock without par value ("Parent Preference Stock") and (iv) 250,000,000 shares of Parent Common Stock. At the close of business on May 26, 2016, (A) 390,000 shares of Parent Preferred Par Value Stock were issued and outstanding, (B) no shares of Parent Preferred No Par Stock were issued and outstanding, (C) no shares of Parent Preference Stock were issued and outstanding, (D) 154,721,791 shares of Parent Common Stock were issued and outstanding, (E) 130,893 shares of Parent Common Stock were held by Parent in its treasury, and (F) an aggregate of 1,370,304 shares of Parent Common Stock were issuable upon the conversion of Parent Deferred Share Units and the settlement of Parent Performance Share Awards (assuming full satisfaction of the applicable service conditions and maximum attainment of the applicable performance goals). At the close of business on March 31, 2016, an aggregate of 4,554,118 shares of Parent Common Stock were available for issuance pursuant to the Parent Benefit Plans.

(b) All outstanding shares of Parent Common Stock are, and all shares of Parent Common Stock that may be issued upon the conversion of Parent Deferred Share Units or the settlement of Parent Performance Share Awards, will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any preemptive or similar right. Except as set forth in this Section 4.03 or Section 4.03(b) of the Parent Disclosure Letter or pursuant to the terms of this Agreement, there are not issued, reserved for issuance or outstanding, and there are not any outstanding obligations of Parent or any Parent Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, (i) any capital stock of Parent or any Parent Subsidiary or any securities of Parent or any Parent Subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity interests in, Parent or any Parent Subsidiary or (ii) any warrants, calls, options or other rights to acquire from Parent or any Parent Subsidiary, or any other obligation of

Parent or any Parent Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock or voting securities of, or other equity interests in, Parent or any Parent Subsidiary (the foregoing clauses (i) and (ii), collectively, "Parent Equity Securities"). Except pursuant to the Parent Benefit Plans, there are not any outstanding obligations of Parent or any Parent Subsidiary to repurchase, redeem or otherwise acquire any Parent Equity Securities. There is no outstanding Indebtedness of Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Parent may vote ("Parent Voting Debt"). No Parent Subsidiary owns any shares of Parent Common Stock. Neither Parent nor any of the Parent Subsidiaries is a party to any voting agreement with respect to the voting of any capital stock or voting securities of, or other equity interests in, Parent.

SECTION 4.04 Authority; Execution and Delivery; Enforceability. Each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement, to perform its covenants and agreements hereunder and to consummate the transactions contemplated hereby, including the Merger. The Parent Board has adopted resolutions (a) determining that it is in the best interests of Parent and its shareholders, and declaring it advisable, for Parent to enter into this Agreement, (b) adopting this Agreement and approving Parent's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger and (c) resolving to recommend that Parent's shareholders approve the Parent Articles of Incorporation Amendment and the issuance of shares of Parent Common Stock as part of the Merger Consideration to the extent required pursuant to Section 312.03 of the NYSE Listed Company Manual (the "Parent Board Recommendation") and directing that the Parent Articles of Incorporation Amendment be submitted to Parent's shareholders at a duly held meeting of such shareholders for such purpose (the "Parent Shareholders Meeting"). Such resolutions have not been amended or withdrawn as of the date of this Agreement. The board of directors of Merger Sub has adopted resolutions (i) determining that it is in the best interests of Merger Sub and its shareholder, and declaring it advisable, for Merger Sub to enter into this Agreement, (ii) adopting this Agreement and approving Merger Sub's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger, and (iii) resolving to recommend that Parent, in its capacity as the sole shareholder of Merger Sub, adopt this Agreement. Parent has approved this Agreement by written consent in its capacity as the sole shareholder of Merger Sub. Such resolutions and written consent have not been amended or withdrawn as of the date of this Agreement. Except for (x) the approval of the Parent Articles of Incorporation Amendment by the affirmative vote of the holders of a majority of all of the outstanding shares of Parent Common Stock entitled to vote at the Parent Shareholders Meeting (the "Parent Charter Approval") and (y) the affirmative vote of the holders of a majority of the shares of Parent Common Stock represented at the Parent Shareholders Meeting and entitled to vote thereon to the extent required pursuant to Section 312.03 of the NYSE Listed Company Manual (the "Parent Shareholder Approval"), no other vote or corporate proceedings on the part of Parent or Merger Sub are necessary to authorize, adopt or approve, as applicable, this Agreement or to consummate the Merger. Parent and Merger Sub have duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by the Company, this Agreement constitutes the legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against it in accordance with its terms, subject in all respects to the Bankruptcy and Equity Exceptions.

SECTION 4.05 No Conflicts; Consents.

(a) The execution and delivery of this Agreement by Parent and Merger Sub does not, and the performance by each of Parent and Merger Sub of its covenants and agreements hereunder and the consummation of the transactions contemplated hereby, including the Merger, will not, (i) subject to obtaining the Parent Shareholder Approval, conflict with, or result in any violation of any provision of, the Organizational Documents of Parent or Merger Sub, (ii) subject to obtaining the Consents set forth in Section 4.05(a)(ii) of the Parent Disclosure Letter (the "Parent Required Consents" and, together with the Company Required Consents, the "Required Consents"), conflict with, result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any material obligation or to the loss of a material benefit under, or result in the creation of a Lien upon any of the respective properties or assets of Parent, any Parent Subsidiary or Merger Sub pursuant to, any Contract to which Parent, any Parent Subsidiary or Merger Sub is a party or by which any of their respective properties or assets is bound or any Permit applicable to the business of Parent, any Parent Subsidiary or Merger Sub or (iii) subject to obtaining the Parent Shareholder Approval and the Consents referred to in Section 4.05(b) and making the Filings referred to in Section 4.05(b), conflict with, or result in any violation of any provision of, any Judgment or Law, in each case, applicable to Parent, any Parent Subsidiary or Merger Sub or their respective properties or assets, except for, in the case of the foregoing clauses (ii) and (iii), any matter that would not have or would not be reasonably expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) No Consent of or from, or Filing made to or with, any Governmental Entity, is required to be obtained or made by Parent, any Parent Subsidiary or any other Affiliate of Parent in connection with Parent's and Merger Sub's execution and delivery of this Agreement or their performance of their covenants and agreements hereunder or the consummation of the transactions contemplated hereby, including the Merger, except for the following:

(i) (1) the filings with the SEC, in preliminary and definitive form, of the Proxy Statement/Prospectus and (2) the filing with the SEC of such reports under, and such other compliance with, the Exchange Act, or the Securities Act, and rules and regulations of the SEC promulgated thereunder, as may be required in connection with this Agreement or the Merger;

(ii) compliance with, Filings under and the expiration or termination of any applicable waiting period under the HSR Act, and such other Consents or Filings as are required to be made or obtained under any other Antitrust Law;

(iii) (1) Filing with, and the Consent of, the FERC under Section 203 of the FPA, (2) Filings with, and the Consent of, the NRC, (3) Filings with, and the Consent of, the KCC and (4) the Filings and Consents set forth in Section 4.05(b)(iii) of the Parent Disclosure Letter (the Consents and Filings set forth in Section 4.05(b)(ii) and this Section 4.05(b)(iii), collectively, the "Parent Required Statutory Approvals" and, together with the Company Required Statutory Approvals, the "Required Statutory Approvals");

(iv) the Parent Required Consents;

(v) the filing of the Articles of Merger with the Secretary of State of the State of Kansas and appropriate documents with the relevant authorities of the other jurisdictions in which Parent and the Company are qualified to do business;

(vi) compliance with and filings required under (1) the rules and regulations of the NYSE and (2) applicable state securities, "blue sky" or takeover Laws and applicable foreign securities Laws;

(vii) Filings and Consents as are required to be made or obtained under state or federal property transfer Laws or Environmental Laws; and

(viii) such other Filings and Consents the failure of which to make or obtain would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

SECTION 4.06 Parent Reports; Financial Statements.

(a) Parent has furnished or filed all reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) required to be furnished or filed by Parent or Parent Utility Sub with the SEC since January 1, 2014 (such documents, together with all exhibits, financial statements, including the Parent Financial Statements, and schedules thereto and all information incorporated therein by reference, but excluding the Proxy Statement/Prospectus, being collectively referred to as the "Parent Reports"). Each Parent Report (i) at the time furnished or filed, complied in all material respects with the applicable requirements of the Exchange Act, the Securities Act or the Sarbanes-Oxley Act of 2002 (including the rules and regulations promulgated thereunder), as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Parent Report and (ii) did not at the time it was filed (or if amended or superseded by a filing or amendment prior to the date of this Agreement, then at the time of such filing or amendment) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each of the consolidated financial statements of Parent included in the Parent Reports (the "Parent Financial Statements") complied at the time it was filed as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, was prepared in accordance with GAAP (except, in the case of unaudited quarterly financial statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods and as of the dates involved (except as may be indicated in the notes thereto) and fairly presents in all material respects, in accordance with GAAP, the consolidated financial position of Parent and Parent's consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited quarterly financial statements, to normal year-end audit adjustments).

(b) Neither Parent nor any Parent Subsidiary has any liability of any nature that is required by GAAP to be set forth on a consolidated balance sheet of Parent and the Parent Subsidiaries, except liabilities (i) reflected or reserved against in the most recent balance sheet (including the notes thereto) of Parent and the Parent Subsidiaries included in the Parent Reports filed prior to the date hereof, (ii) incurred in the ordinary course of business after March 31, 2016, (iii) incurred in connection with the Merger or any other transaction or agreement contemplated by this Agreement or (iv) that have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Parent maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15 or 15d-15, as applicable, under the Exchange Act). Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP in all material respects. Parent maintains "disclosure controls and procedures" required by Rule 13a-15 or 15d-15 under the Exchange Act that are effective to ensure that information required to be disclosed by Parent in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported on a timely basis to the individuals responsible for the preparation of Parent's filings with the SEC and other public disclosure documents. Parent has disclosed, based on its most recent evaluation prior to the date of this Agreement, to Parent's outside auditors and the audit committee of the Parent Board (1) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect Parent's ability to record, process, summarize and report financial information and (2) any fraud, known to Parent, whether or not material, that involves management or other employees who have a significant role in Parent's internal controls over financial reporting.

SECTION 4.07 Absence of Certain Changes or Events.

(a) From December 31, 2015 to the date of this Agreement, each of Parent and the Parent Subsidiaries has conducted its respective business in the ordinary course of business in all material respects.

(b) From December 31, 2015 to the date of this Agreement, there has not occurred any fact, circumstance, effect, change, event or development that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

SECTION 4.08 Litigation. Except as set forth in Section 4.08 of the Parent Disclosure Letter, there is no Claim before any Governmental Entity pending or, to the Knowledge of Parent, threatened against Parent, Merger Sub or any Parent Subsidiary that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material

Adverse Effect. There is no Judgment outstanding against or, to the Knowledge of Parent, investigation by any Governmental Entity of Parent, Merger Sub or any Parent Subsidiary or any of their respective properties or assets that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

SECTION 4.09 Compliance with Applicable Laws. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, (a) Parent, Parent Subsidiaries and Merger Sub are in compliance with all applicable Laws (including Anti-Corruption Laws) and all material Permits applicable to the business and operations of Parent, Merger Sub and Parent Subsidiaries and (b) Parent and each Parent Subsidiary hold, and are in compliance with, all Permits required by Law for the conduct of their respective businesses as they are now being conducted. None of Parent, Merger Sub or Parent Subsidiaries or, to the Knowledge of Parent or Merger Sub, their respective directors, officers, employees, agents or representatives: (i) is a Designated Person, (ii) is a Person that is owned or controlled by a Designated Person; (iii) is located, organized or resident in a Sanctioned Country; or (iv) has or is now, in connection with the business of Parent, Merger Sub or the Parent Subsidiaries, engaged in, any dealings or transactions (A) with any Designated Person, (B) in any Sanctioned Country, or (C) otherwise in material violation of Sanctions.

SECTION 4.10 Financing. Parent has delivered to the Company true and complete fully executed copies of (a) the commitment letter, dated as of the date hereof, among Parent, Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC (the "Commitment Letter") and (b) the fee letter, among Parent, Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, dated as of the date hereof (as redacted to remove only the fee amounts, pricing caps, the rates and amounts included in the "market flex"), in each case, including all exhibits, schedules, annexes and amendments to such letters in effect as of the date of this Agreement (collectively, the "Debt Letters"), pursuant to which and subject to the terms and conditions thereof, each of the parties thereto (other than Parent) has severally committed to lend the amounts set forth therein to Parent (the provision of such funds as set forth therein, the "Financing") for the purposes set forth in such Debt Letters. The Debt Letters have not been amended, restated or otherwise modified or waived prior to the execution and delivery of this Agreement (other than to add lenders, arrangers, agents, bookrunners, managers and other financing sources), and the respective commitments contained in the Debt Letters have not been withdrawn, rescinded, amended, restated or otherwise modified in any respect prior to the execution and delivery of this Agreement. As of the execution and delivery of this Agreement, the Debt Letters are in full force and effect and constitute the legal, valid and binding obligation of each of Parent and the other parties thereto, subject in each case to the Bankruptcy and Equity Exceptions. There are no conditions precedent or contingencies directly or indirectly related to the funding of the Financing pursuant to the Debt Letters, other than as expressly set forth in the Debt Letters. Subject to the terms and conditions thereof, the Debt Letters will provide at the Closing Parent and Merger Sub, together with available cash, with sufficient funds to pay all of Parent's obligations under this Agreement, including the payment of the Cash Consideration and all fees and expenses expected to be incurred in connection therewith. As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Parent under the Debt Letters or any other party to the Debt Letters that would (a) result in any of the conditions in the Debt Letters not being satisfied or (b) otherwise result in the Financing not being available, other than such default or

breach that has been waived by the Lenders or otherwise cured in a timely manner by Parent or Merger Sub to the satisfaction of the Lenders, as the case may be. As of the date of this Agreement, there are no side letters or other agreements, Contracts, arrangements or understandings (written or oral) directly or indirectly related to the funding of the Financing that could affect the conditionality, principal amount or availability of the Financing other than as expressly set forth in the Debt Letters. Parent has fully paid all commitment fees or other fees required to be paid on or prior to the date of this Agreement in connection with the Financing. Assuming the accuracy of the Company's representations and warranties contained herein, as of the date of this Agreement, Parent has no reason to believe that any of the conditions to the Financing contemplated by the Debt Letters will not be satisfied on a timely basis or that the Financing contemplated by the Debt Letters will not be made available on the Closing Date.

SECTION 4.11 Brokers' Fees and Expenses. Except for any Person set forth in Section 4.11 of the Parent Disclosure Letter, the fees and expenses of which will be paid by Parent, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement, including the Merger, based upon arrangements made by or on behalf of Parent or Merger Sub.

SECTION 4.12 Merger Sub. All outstanding shares of capital stock of Merger Sub are duly authorized, validly issued, fully paid and nonassessable. Parent owns all of the outstanding shares of capital stock of Merger Sub. Merger Sub has been incorporated solely for the purpose of merging with and into the Company and taking action incident to the Merger and this Agreement. Merger Sub has no assets, liabilities or obligations and has not, since the date of its formation, carried on any business or conducted any operations, except, in each case, as arising from the execution of this Agreement, the performance of its covenants and agreements hereunder and matters ancillary thereto.

SECTION 4.13 Ownership of Company Common Stock; Interested Shareholder. Neither Parent, any Parent Subsidiary nor any other Affiliate of Parent "beneficially owns" (as such term is defined for purposes of Section 13(d) of the Exchange Act) any shares of Company Common Stock or any other Equity Securities. Neither Parent, any Parent Subsidiary nor any of their respective affiliates or associates (as each such term is defined in Section 17-1297 of the KGCC) is, prior to the date hereof, an "interested shareholder" (as such term is defined in Section 17-12-100 of the KGCC) of the Company.

SECTION 4.14 Regulatory Status.

(a) Parent is a public utility holding company under the PUHCA 2005. Merger Sub is not a public utility holding company under PUHCA 2005.

(b) Except as set forth in Section 4.14(b)(i) of the Parent Disclosure Letter, none of the Parent Subsidiaries is regulated as a public utility under the FPA. Except for the Parent Subsidiaries set forth in Section 4.14(b)(ii) of the Parent Disclosure Letter (the "Parent Utilities"), none of the Parent Subsidiaries are regulated as a public utility, electric utility or gas utility, or similar utility designation, under the applicable Law of any state.

(c) All Filings (except for immaterial Filings) required to be made by Parent or any Parent Subsidiary since January 1, 2014, with the FERC, the North American Electric Reliability Corporation, the FCC and the State Commissions, as the case may be, have been made, including all forms, statements, reports, agreements and all documents, exhibits, amendments and supplements appertaining thereto, including all rates, tariffs and related documents, and all such Filings complied, as of their respective dates, with all applicable requirements of applicable statutes and the rules and regulations promulgated thereunder, except for Filings the failure of which to make or the failure of which to make in compliance with all applicable requirements of applicable statutes and the rules and regulations promulgated thereunder, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

SECTION 4.15 Taxes.

(a) (1) Each of the Parent and each Parent Subsidiary has timely filed, taking into account all valid extensions, all material Tax Returns required to have been filed and such Tax Returns are accurate and complete in all material respects and (2) all material Taxes have been timely paid in full (whether or not shown or required to be shown as due on any Tax Return);

(b) each of the Parent and Parent Subsidiaries has withheld and timely remitted to the appropriate Governmental Entity all material Taxes required to be withheld from amounts owing to any employee, creditor or third party;

(c) (1) no audit, examination, investigation or other proceeding is pending with any Governmental Entity with respect to any material amount of unpaid Taxes asserted against the Parent or any Parent Subsidiary; and neither the Parent nor any Parent Subsidiary has received written notice of any threatened audit, examination, investigation or other proceeding from any Governmental Entity for any material amount of unpaid Taxes asserted against the Parent or any Parent Subsidiary, which have not been fully paid or settled, and (2) neither the Parent nor any Parent Subsidiary has granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any material Tax which has not yet expired (excluding extensions of time to file Tax Returns obtained in the ordinary course); and

(d) (1) neither the Parent nor any Parent Subsidiary had any liabilities for material unpaid Taxes as of the date of the latest balance sheet included in the Parent Financial Statements that had not been accrued or reserved on such balance sheet in accordance with GAAP and (2) neither the Parent nor any Parent Subsidiary has incurred any material liability for Taxes since the date of the latest balance sheet included in the Parent Financial Statements except in the ordinary course of business.

SECTION 4.16 Opinion of Financial Advisor. The Parent Board has received an opinion of Goldman, Sachs & Co. to the effect that, as of the date of such opinion and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the Merger Consideration to be paid to the holders of shares of Company Common Stock pursuant to this Agreement was fair, from a financial point of view, to Parent.

SECTION 4.17 No Additional Representations. Except for the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Letter) and in any certificate delivered by the Company to Parent in accordance with the terms hereof, each of Parent and Merger Sub (a) specifically acknowledges and agrees that none of the Company or any of its Affiliates, Representatives or shareholders or any other Person makes, or has made, any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity), including with respect to the Company or the Company Subsidiaries or any of the Company's or the Company's Subsidiaries respective businesses, assets, employees, Permits, liabilities, operations, prospects, condition (financial or otherwise) or any Company Projection, and hereby expressly waives and relinquishes any and all rights, Claims or causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) based on, arising out of or relating to any such other representation or warranty or any Company Projection, (b) specifically acknowledges and agrees to the Company's express disclaimer and negation of any such other representation or warranty or any Company Projection and of all liability and responsibility for any such other representation or warranty or any Company Projection and (c) expressly waives and relinquishes any and all rights, Claims and causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) against (i) the Company in connection with accuracy, completeness or materiality of any Company Projection and (ii) any Affiliate of the Company or any of the Company's or any such Affiliate's respective Representatives or shareholders (other than the Company) or any other Person, and hereby specifically acknowledges and agrees that such Persons shall have no liability or obligations, based on, arising out of or relating to this Agreement or the negotiation, execution, performance or subject matter hereof, including (1) for any alleged nondisclosure or misrepresentations made by any such Person or (2) in connection with the accuracy, completeness or materiality of any Company Projection. Each of Parent and Merger Sub acknowledges and agrees that (A) it has conducted to its satisfaction its own independent investigation of the transactions contemplated hereby (including with respect to the Company and the Company Subsidiaries and their respective businesses, operations, assets and liabilities) and, in making its determination to enter into this Agreement and proceed with the transactions contemplated hereby, has relied solely on the results of such independent investigation and the representations and warranties of the Company expressly set forth in Article III (as modified by the Company Disclosure Letter), and (B) except for the representations and warranties of the Company expressly set forth in Article III (as modified by the Company Disclosure Letter) and in any certificate delivered by the Company to Parent in accordance with the terms hereof, it has not relied on, or been induced by, any representation, warranty or other statement of or by the Company or any of its Affiliates, Representatives or shareholders or any other Person, including any Company Projection or with respect to the Company or the Company Subsidiaries or any of the Company's or the Company's Subsidiaries respective businesses, assets, employees, Permits, liabilities, operations, prospects or condition (financial or otherwise) or any Company Projection, in determining to enter into this Agreement and proceed with the transactions contemplated hereby. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Parent Disclosure Letter) and in any certificate delivered by Parent to the Company in accordance with the terms hereof, Parent hereby expressly disclaims and negates any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity), including with respect to (i) Parent or the Parent Subsidiaries or any of Parent's or

the Parent Subsidiaries' respective businesses, assets, employees, Permits, liabilities, operations, prospects or condition (financial or otherwise) or (ii) any opinion, projection, forecast, statement, budget, estimate, advice or information with respect to the projections, budgets, or estimates of future revenues, results of operations (or any component thereof), cash flows, financial condition (or any component thereof) or the future business and operations of Parent or the Parent Subsidiaries (this clause (ii) collectively, "Parent Projections").

## ARTICLE V

## COVENANTS RELATING TO CONDUCT OF BUSINESS

SECTION 5.01 Conduct of Business.

(a) Conduct of Business by the Company. Except for matters set forth in Section 5.01 of the Company Disclosure Letter or otherwise contemplated or required by this Agreement, or as required by a Governmental Entity or by applicable Law, or as contemplated by the Proceedings, or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the Effective Time, the Company shall, and shall cause each Company Subsidiary to, (x) conduct its business in the ordinary course of business in all material respects and (y) use commercially reasonable efforts to preserve intact its business organization and existing relationships with employees, customers, suppliers and Governmental Entities. In addition, and without limiting the generality of the foregoing, except as set forth in the Company Disclosure Letter or otherwise contemplated or required by this Agreement, or as required by a Governmental Entity or by applicable Law, or as contemplated by the Proceedings, or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the Effective Time, the Company shall not, and shall not permit any Company Subsidiary to, do any of the following:

(i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property or any combination thereof) in respect of, any of its capital stock, other equity interests or voting securities, except for (1) quarterly cash dividends payable by the Company or any Company Subsidiary in respect of shares of Company Common Stock on a schedule consistent with the Company's past practices in an amount per share of Company Common Stock not in excess of (A) $0.38 for quarterly dividends declared on or before January 1, 2017 and (B) $0.40 for quarterly dividends declared after January 1, 2017, (2) dividend equivalents accrued or payable by the Company in respect of Company Performance Units, Company Restricted Share Units and Other Equity-Based Rights in accordance with the applicable award agreements, (3) dividends and distributions by a direct or indirect Company Subsidiary to its parent and (4) a "stub period" dividend to holders of record of Company Common Stock as of immediately prior to the Effective Time equal to the product of (A) the number of days from the record date for payment of the last quarterly dividend paid by the Company prior to the Effective Time, multiplied by (B) a daily dividend rate determined by dividing the amount of the last quarterly dividend prior to the Effective Time by ninety-one (91);

(ii) amend any of its Organizational Documents (except for immaterial or ministerial amendments);

(iii) except as permitted by Section 5.01(a)(v) or for transactions among the Company and the Company Subsidiaries or among the Company Subsidiaries, split, combine, consolidate, subdivide or reclassify any of its capital stock, other equity interests or voting securities, or securities convertible into or exchangeable or exercisable for capital stock or other equity interests or voting securities, or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for its capital stock, other equity interests or voting securities;

(iv) repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock or voting securities of, or equity interests in, the Company or any Company Subsidiary or any securities of the Company or any Company Subsidiary convertible into or exchangeable or exercisable for capital stock or voting securities of, or equity interests in, the Company or any Company Subsidiary, or any warrants, calls, options or other rights to acquire any such capital stock, securities or interests, except for (1) the acquisition by the Company of shares of Company Common Stock in the open market to satisfy its obligations under all Company Benefit Plans or under the Company's dividend reinvestment and stock purchase plan (the "Company DRIP") and (2) the withholding of shares of Company Common Stock to satisfy Tax obligations with respect to awards granted pursuant to the Company Stock Plan;

(v) issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien any Equity Securities or Company Voting Debt, in each case, except for (1) the issuance of shares of Company Common Stock under the Company DRIP, (2) the settlement of Company Restricted Share Units, Company Performance Units or Other Equity-Based Rights, or (3) the grant of Company Restricted Share Units, Company Performance Units or Other Equity-Based Rights in the ordinary course of business and consistent with past practices (but only, with respect to clauses (1) – (3), in amounts not exceeding the aggregate amount set forth on Section 5.01(a)(v) of the Company Disclosure Letter);

(vi) (1) grant to any Company Personnel any increase in compensation or benefits (including paying to any Company Personnel any amount not due) except in the ordinary course of business and consistent with past practices, (2) grant to any Company Personnel any increase in change-in-control, severance, retention or termination pay, or enter into or amend any change-in-control, severance, retention or termination agreement with any Company Personnel, (3) establish, adopt, enter into, amend in any material respect or terminate any Company Union Contract or Company Benefit Plan or Company Benefit

Agreement (or any plan or agreement that would be a Company Union Contract, Company Benefit Plan or Company Benefit Agreement if in existence on the date hereof), in each case, except in the ordinary course of business consistent with past practices or (4) take any action to accelerate the time of vesting, funding or payment of any compensation or benefits under any Company Benefit Plan or Company Benefit Agreement, except in the case of the foregoing clauses (1) through (4) for actions required pursuant to the terms of any Company Benefit Plan or Company Benefit Agreement existing on the date hereof, or as required by the terms and conditions of this Agreement;

(vii) make any material change in accounting methods, principles or practices, except to the extent as may have been required by a change in applicable Law or GAAP or by any Governmental Entity (including the SEC or the Public Company Accounting Oversight Board);

(viii) (1) make any acquisition or disposition, sale or transfer of a material asset or business (including by merger, consolidation or acquisition of stock or any other equity interests or assets) except for (1) any acquisition or disposition for consideration that is individually not in excess of $10,000,000 and in the aggregate not in excess of $25,000,000 or (2) any disposition of obsolete or worn-out equipment in the ordinary course of business;

(ix) incur any Indebtedness, except for (1) Indebtedness incurred in the ordinary course of business consistent with past practice, (2) as reasonably necessary to finance any capital expenditures permitted under Section 5.01(a)(x), (3) Indebtedness in replacement of existing Indebtedness, (4) guarantees by the Company of existing Indebtedness of any wholly owned Company Subsidiary, (5) guarantees and other credit support by the Company of obligations of any Company Subsidiary in the ordinary course of business consistent with past practice, (6) borrowings under existing revolving credit facilities (or replacements thereof on comparable terms) or existing commercial paper programs in the ordinary course of business or (7) Indebtedness in amounts necessary to maintain the capital structure of the Company Subsidiaries, as authorized by the KCC, and to maintain the present capital structure of the Company consistent with past practice in all material respects;

(x) make, or agree or commit to make, any capital expenditure, except (1) in accordance with the capital plan set forth in Section 5.01(a)(x) of the Company Disclosure Letter, plus a 10% variance for each principal category set forth in such capital plan, (2) with respect to any capital expenditure not addressed by the foregoing clause (1), not to exceed $75,000,000 in any twelve (12) month period, (3) capital expenditures related to operational emergencies, equipment failures or outages or deemed necessary or prudent based on Good Utility Practice or (4) as required by Law or a Governmental Entity;

(xi) (1) enter into, modify or amend in any material respect, or terminate or waive any material right under, any Filed Company Contract (except

for (A) any modification, amendment, termination or waiver in the ordinary course of business or (B) a termination without material penalty to the Company or the appropriate Company Subsidiary) or (2) without limiting Parent's obligations under Section 6.03, enter into any Contract that, from and after the Closing, purports to bind Parent and its Subsidiaries (other than the Company and the Company Subsidiaries);

(xii) make or change any material Tax election, change any material method of Tax accounting, settle or compromise any material Tax liability or refund, enter into any closing agreements relating to Taxes, amend any material Tax Return, grant any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any material Tax (excluding extensions of time to file Tax Returns obtained in the ordinary course);

(xiii) waive, release, assign, settle or compromise any material Claim against the Company or any Company Subsidiary, except for waivers, releases, assignments, settlements or compromises that (A) with respect to the payment of monetary damages, the amount of monetary damages to be paid by the Company or the Company Subsidiaries does not exceed (I) the amount with respect thereto reflected on the Company Financial Statements (including the notes thereto) or (II) $10,000,000, in the aggregate, in excess of the proceeds received or to be received from any insurance policies in connection with such payment or (B) with respect to any nonmonetary terms and conditions thereof, would not have or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company and the Company Subsidiaries (taken as a whole);

(xiv) effectuate a "plant closing" or "mass layoff," as those terms are defined in WARN;

(xv) enter into a new line of business;

(xvi) adopt a plan or agreement of complete or partial liquidation or dissolution;

(xvii) materially change any of its energy price risk management and marketing of energy parameters, limits and guidelines (the "Company Risk Management Guidelines") or enter into any physical commodity transactions, exchange-traded futures and options transactions, over-the-counter transactions and derivatives thereof or similar transactions other than as permitted by the Company Risk Management Guidelines; or

(xviii) enter into any Contract to do any of the foregoing.

(b) Emergencies. Notwithstanding anything to the contrary herein, the Company may, and may cause any Company Subsidiary to, take reasonable actions in compliance with applicable Law with respect to any operational emergencies (including any restoration measures in response to any hurricane, strong winds, ice event, fire,

tornado, tsunami, flood, earthquake or other natural disaster or severe weather-related event, circumstance or development), equipment failures, outages or an immediate and material threat to the health or safety of natural Persons.

(c) No Control of the Company's Business. Parent acknowledges and agrees that (i) nothing contained herein is intended to give Parent, directly or indirectly, the right to control or direct the operations of the Company or any Company Subsidiary prior to the Effective Time and (ii) prior to the Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and the Company Subsidiaries' respective operations.

(d) Advice of Changes. Each of Parent and the Company shall promptly advise the other orally and in writing of any change or event that would prevent any of the conditions precedent described in Article VII from being satisfied.

SECTION 5.02 Proceedings. Between the date of this Agreement and the Closing, the Company and the Company Subsidiaries may (a) continue to pursue the rate cases and other proceedings set forth in Section 5.02 of the Company Disclosure Letter, (b) with the prior written consent of Parent (such consent not to be unreasonably withheld, delayed or conditioned), initiate new rate cases or any other proceeding that would reasonably be expected to affect the authorized capital structure or authorized return on equity of the Company or any Company Subsidiary or materially affect the return on equity of the Company or any Company Subsidiary in an adverse manner, with Governmental Entities and (c) initiate any other proceeding with Governmental Entities in the ordinary course of business (the foregoing clauses (a), (b) and (c), collectively, the "Proceedings") and (d) notwithstanding anything to the contrary herein, initiate any other proceedings with Governmental Entities or take any other action contemplated by or described in any filings or other submissions filed or submitted in connection with the Proceedings prior to the date of this Agreement. Notwithstanding the foregoing, without the prior written consent of Parent (such consent not to be unreasonably withheld, delayed or conditioned), the Company and the Company Subsidiaries will not enter into any settlement or stipulation in respect of any Proceeding initiated prior to the date of this Agreement if such settlement or stipulation would affect the authorized capital structure or authorized return on equity of the Company or any Company Subsidiaries or materially affect the return on equity of the Company or any Company Subsidiary in an adverse manner.

SECTION 5.03 No Solicitation by the Company; Company Board Recommendation.

(a) The Company shall not, and shall not authorize any of its Affiliates or any of its and their respective officers, directors, principals, partners, managers, members, attorneys, accountants, agents, employees, consultants, financial advisors or other authorized representatives (collectively, "Representatives") to, (i) directly or indirectly solicit, initiate or knowingly encourage, induce or facilitate any Company Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a Company Takeover Proposal, in each case, except for this Agreement and the transactions contemplated hereby, or (ii) directly or indirectly participate in any discussions or negotiations with any Person (except for the Company's Affiliates and its

and their respective Representatives or Parent and Parent's Affiliates and its and their respective Representatives) regarding, or furnish to any such Person, any nonpublic information with respect to, or cooperate in any way with any such Person with respect to, any Company Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a Company Takeover Proposal. The Company shall, and shall cause its Affiliates and its and their respective Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any Person (except for the Company's Affiliates and its and their respective Representatives or Parent and Parent's Affiliates and its and their respective Representatives) conducted heretofore with respect to any Company Takeover Proposal, request the prompt return or destruction of all confidential information previously furnished and immediately terminate all physical and electronic data room access previously granted to any such Person or its Representatives. Notwithstanding anything to the contrary herein, at any time prior to obtaining the Company Shareholder Approval, in response to the receipt of a bona fide written Company Takeover Proposal made after the date of this Agreement that does not result from a breach (other than an immaterial breach) of this Section 5.03(a) by the Company and that the Company Board determines in good faith (after consultation with outside legal counsel and a financial advisor) constitutes or could reasonably be expected to lead to a Superior Company Proposal, the Company and its Representatives may (1) furnish information with respect to the Company and the Company Subsidiaries to the Person making such Company Takeover Proposal (and its Representatives) (provided that all such information has previously been provided to Parent or is provided to Parent prior to or concurrently with the provision of such information to such Person) pursuant to a customary confidentiality agreement and (2) participate in discussions regarding the terms of such Company Takeover Proposal, including terms of a Company Acquisition Agreement with respect thereto, and the negotiation of such terms with the Person making such Company Takeover Proposal (and such Person's Representatives). Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in this Section 5.03(a) by any Representative of the Company or any of its Affiliates, in each case, at the Company's direction, shall constitute a breach of this Section 5.03(a) by the Company. Notwithstanding anything to the contrary herein, the Company may grant a waiver, amendment or release under any confidentiality or standstill agreement to the extent necessary to allow a confidential Company Takeover Proposal to be made to the Company or the Company Board so long as the Company Board promptly (and in any event, within one Business Day) notifies Parent thereof after granting any such waiver, amendment or release.

(b) Except as set forth in Section 5.03(a), Section 5.03(c) and Section 5.03(e), and except for the public disclosure of a Company Recommendation Change Notice, neither the Company Board nor any committee thereof shall (i) withdraw, change, qualify, withhold or modify in any manner adverse to Parent, or propose publicly to withdraw, change, qualify, withhold or modify in any manner adverse to Parent, the Company Board Recommendation, (ii) adopt, approve or recommend, or propose publicly to adopt, approve or recommend, any Company Takeover Proposal, (iii) fail to include in the Proxy Statement/Prospectus the Company Board Recommendation or (iv) take any formal action or make any recommendation or public statement in connection with a tender offer or exchange offer (except for a recommendation against such offer or

a customary "stop, look and listen" communication of the type contemplated by Rule 14d-9(f) under the Exchange Act) (any action in the foregoing clauses (i)–(iv) being referred to as a "Company Adverse Recommendation Change"). Except as set forth in Section 5.03(a), Section 5.03(c) and Section 5.03(e), neither the Company Board nor any committee thereof shall authorize, permit, approve or recommend, or propose publicly to authorize, permit, approve or recommend, or allow the Company or any of its Affiliates to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, agreement or commitment constituting, or that would reasonably be expected to lead to, any Company Takeover Proposal, or requiring, or that would reasonably be expected to cause, the Company to abandon or terminate this Agreement (a "Company Acquisition Agreement").

(c) Notwithstanding anything to the contrary herein, at any time prior to obtaining the Company Shareholder Approval, the Company Board may make a Company Adverse Recommendation Change (and, solely with respect to a Superior Company Proposal, terminate this Agreement pursuant to Section 8.01(c)(i)) if (i) a Company Intervening Event has occurred or (ii) the Company has received a Superior Company Proposal that does not result from a breach (other than an immaterial breach) of Section 5.03 by the Company and, in each case, if the Company Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to effect a Company Adverse Recommendation Change as a result of the occurrence of such Company Intervening Event or in response to the receipt of such Superior Company Proposal, as the case may be, would reasonably likely be inconsistent with the Company Board's fiduciary duties under applicable Law; provided, however, that the Company Board may not make such Company Adverse Recommendation Change unless (1) the Company Board has provided prior written notice to Parent (a "Company Recommendation Change Notice") that it is prepared to effect a Company Adverse Recommendation Change at least three (3) Business Days prior to taking such action, which notice shall specify the basis for such Company Adverse Recommendation Change and, in the case of a Superior Proposal, attaching the most current draft of any Company Acquisition Agreement with respect to such Superior Company Proposal or, if no draft exists, a summary of the material terms and conditions of such Superior Company Proposal (it being understood that such Company Recommendation Change Notice shall not in itself be deemed a Company Adverse Recommendation Change and that if Parent has committed in writing to any changes to the terms of this Agreement and there has been any subsequent material revision or amendment to the terms of a Superior Company Proposal, a new notice to which the provisions of clauses (2), (3) and (4) of this Section 5.03(c) shall apply *mutatis mutandis* except that, in the case of such a new notice, all references to three (3) Business Days in this Section 5.03(c) shall be deemed to be two (2) Business Days), (2) during the three (3) Business Day period after delivery of the Company Recommendation Change Notice, the Company and its Representatives negotiate in good faith with Parent and its Representatives regarding any revisions to this Agreement that Parent proposes to make and (3) at the end of such three (3) Business Day period and taking into account any changes to the terms of this Agreement committed to in writing by Parent, the Company Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to make such a Company Adverse Recommendation Change would be inconsistent with its

fiduciary duties under applicable Law, and that, in the case of a Company Adverse Recommendation Change with respect to a Company Takeover Proposal, such Company Takeover Proposal still constitutes a Superior Company Proposal.

(d) The Company shall promptly (and in any event no later than the later of (i) twenty-four (24) hours or (ii) 5 p.m. New York City time on the next Business Day) advise Parent orally and in writing of any Company Takeover Proposal, the material terms and conditions of any such Company Takeover Proposal and the identity of the Person making any such Company Takeover Proposal. The Company shall keep Parent reasonably informed in all material respects on a reasonably current basis (and in any event no later than the later of (i) twenty-four (24) hours or (ii) 5 p.m. New York City time on the next Business Day) of the material terms and status (including any change to the terms thereof) of any Company Takeover Proposal.

(e) Nothing contained in this Section 5.03 shall prohibit the Company from (i) complying with Rule 14d-9 and Rule 14e-2 promulgated under the Exchange Act or (ii) making any disclosure to the shareholders of the Company if, in the good-faith judgment of the Company Board (after consultation with outside legal counsel) failure to so disclose would be inconsistent with its obligations under applicable Law.

(f) For purposes of this Agreement:

(i) "Company Takeover Proposal" means any proposal or offer (whether or not in writing), with respect to any (1) merger, consolidation, share exchange, other business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company, (2) sale, lease, contribution or other disposition, directly or indirectly (including by way of merger, consolidation, share exchange, other business combination, partnership, joint venture, sale of capital stock of or other equity interests in a Company Subsidiary or otherwise) of any business or assets of the Company or the Company Subsidiaries representing 20% or more of the consolidated revenues, net income or assets of the Company and the Company Subsidiaries, taken as a whole, (3) issuance, sale or other disposition, directly or indirectly, to any Person (or the shareholders of any Person) or group of securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 20% or more of the voting power of the Company, (4) transaction (including any tender offer or exchange offer) in which any Person (or the shareholders of any Person) would acquire (in the case of a tender offer or exchange offer, if consummated), directly or indirectly, beneficial ownership, or the right to acquire beneficial ownership, or formation of any group which beneficially owns or has the right to acquire beneficial ownership of, 20% or more of any class of capital stock of the Company or (5) any combination of the foregoing.

(ii) "Superior Company Proposal" means a *bona fide* written Company Takeover Proposal (provided that for purposes of this definition, the applicable percentage in the definition of Company Takeover Proposal shall be "50.1%" rather than "20% or more"), which the Company Board determines in good faith,

after consultation with outside legal counsel and a financial advisor, and taking into account the legal, financial, regulatory, timing and other aspects of such Company Takeover Proposal, the identity of the Person making the proposal and any financing required for such proposal, the ability of the Person making such proposal to obtain such required financing and the level of certainty with respect to such required financing, and such other factors that are deemed relevant by the Company Board, is more favorable to the holders of Company Common Stock than the transactions contemplated by this Agreement (after taking into account any revisions to the terms of this Agreement that are committed to in writing by Parent (including pursuant to Section 5.03(c)).

(iii) "Company Intervening Event" means any fact, circumstance, effect, change, event or development relating to the Company or the Company Subsidiaries that (1) is unknown to or by the Company Board as of the date hereof (or if known, the magnitude or material consequences of which were not known or understood by the Company Board as of the date of this Agreement), (2) becomes known to or by the Company Board prior to obtaining the Company Shareholder Approval and (3) has or would reasonably be expected to have a material beneficial effect on the Company and the Company Subsidiaries, taken as a whole.

SECTION 5.04 No Solicitation by Parent; Parent Board Recommendation.

(a) Parent shall not, and shall not authorize any of its Affiliates or any of its and their respective Representatives to, (i) directly or indirectly solicit, initiate or knowingly encourage, induce or facilitate any Parent Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a Parent Takeover Proposal, or (ii) directly or indirectly participate in any discussions or negotiations with any Person (except for Parent's Affiliates and its and their respective Representatives or the Company and the Company's Affiliates and its and their respective Representatives) regarding, or furnish to any such Person, any nonpublic information with respect to, or cooperate in any way with any such Person with respect to, any Parent Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a Parent Takeover Proposal. Parent shall, and shall cause its Affiliates and its and their respective Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any Person (except for Parent's Affiliates and its and their respective Representatives or the Company and the Company's Affiliates and its and their respective Representatives) conducted heretofore with respect to any Parent Takeover Proposal, request the prompt return or destruction of all confidential information previously furnished and immediately terminate all physical and electronic data room access previously granted to any such Person or its Representatives. Notwithstanding anything to the contrary herein, at any time prior to obtaining the Parent Shareholder Approval, in response to the receipt of a bona fide written Parent Takeover Proposal made after the date of this Agreement that does not result from a breach (other than an immaterial breach) of this Section 5.04(a) by Parent and that the Parent Board determines in good faith (after consultation with outside legal counsel and a financial advisor) constitutes or could reasonably be expected to lead to a Superior Parent Proposal, Parent

and its Representatives may (1) furnish information with respect to Parent and Parent Subsidiaries to the Person making such Parent Takeover Proposal (and its Representatives) (provided that all such information has previously been provided to the Company or is provided to the Company prior to or concurrently with the provision of such information to such Person) pursuant to a customary confidentiality agreement and (2) participate in discussions regarding the terms of such Parent Takeover Proposal, including terms of a Parent Acquisition Agreement with respect thereto, and the negotiation of such terms with the Person making such Parent Takeover Proposal (and such Person's Representatives). Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in this Section 5.04(a) by any Representative of Parent or any of its Affiliates, in each case, at Parent's direction, shall constitute a breach of this Section 5.04(a) by Parent. Notwithstanding anything to the contrary herein, Parent may grant a waiver, amendment or release under any confidentiality or standstill agreement to the extent necessary to allow a confidential Parent Takeover Proposal to be made to Parent or the Parent Board so long as the Parent Board promptly (and in any event, within one Business Day) notifies the Company thereof after granting any such waiver, amendment or release.

(b) Except as set forth in Section 5.04(a), Section 5.04(c) and Section 5.04(e), and except for the public disclosure of a Parent Recommendation Change Notice, neither the Parent Board nor any committee thereof shall (i) withdraw, change, qualify, withhold or modify in any manner adverse to the Company, or propose publicly to withdraw, change, qualify, withhold or modify in any manner adverse to the Company, the Parent Board Recommendation, (ii) adopt, approve or recommend, or propose publicly to adopt, approve or recommend, any Parent Takeover Proposal, (iii) fail to include in the Proxy Statement/Prospectus the Parent Board Recommendation or (iv) take any formal action or make any recommendation or public statement in connection with a tender offer or exchange offer (except for a recommendation against such offer or a customary "stop, look and listen" communication of the type contemplated by Rule 14d-9(f) under the Exchange Act) (any action in the foregoing clauses (i)–(iv) being referred to as a "Parent Adverse Recommendation Change"). Except as set forth in Section 5.04(a), Section 5.04(c) and Section 5.04(e), neither the Parent Board nor any committee thereof shall authorize, permit, approve or recommend, or propose publicly to authorize, permit, approve or recommend, or allow Parent or any of its Affiliates to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, agreement or commitment constituting, or that would reasonably be expected to lead to, any Parent Takeover Proposal, or requiring, or that would reasonably be expected to cause, Parent to abandon or terminate this Agreement (a "Parent Acquisition Agreement").

(c) Notwithstanding anything to the contrary herein, at any time prior to obtaining the Parent Shareholder Approval, the Parent Board may make a Parent Adverse Recommendation Change if (i) a Parent Intervening Event has occurred or (ii) Parent has received a Superior Parent Proposal that does not result from a breach (other than an immaterial breach) of Section 5.04 by Parent and, in each case, if the Parent Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to effect a Parent Adverse Recommendation Change as a result of the occurrence of such Parent Intervening Event or in response to the receipt of such

Superior Parent Proposal, as the case may be, would reasonably likely be inconsistent with the Parent Board's fiduciary duties under applicable Law; provided, however, that the Parent Board may not make such Parent Adverse Recommendation Change unless (1) the Parent Board has provided prior written notice to the Company (a "Parent Recommendation Change Notice") that it is prepared to effect a Parent Adverse Recommendation Change at least three (3) Business Days prior to taking such action, which notice shall specify the basis for such Parent Adverse Recommendation Change and, in the case of a Superior Proposal, attaching the most current draft of any Parent Acquisition Agreement with respect to such Superior Parent Proposal or, if no draft exists, a summary of the material terms and conditions of such Superior Parent Proposal (it being understood that such Parent Recommendation Change Notice shall not in itself be deemed a Parent Adverse Recommendation Change and that if the Company has committed in writing to any changes to the terms of this Agreement and there has been any subsequent material revision or amendment to the terms of a Superior Parent Proposal, a new notice to which the provisions of clauses (2), (3) and (4) of this Section 5.04(c) shall apply *mutatis mutandis* except that, in the case of such a new notice, all references to three (3) Business Days in this Section 5.04(c) shall be deemed to be two (2) Business Days), (2) during the three (3) Business Day period after delivery of the Parent Recommendation Change Notice, Parent and its Representatives negotiate in good faith with the Company and its Representatives regarding any revisions to this Agreement that the Company proposes to make and (3) at the end of such three (3) Business Day period and taking into account any changes to the terms of this Agreement committed to in writing by the Company, the Parent Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to make such a Parent Adverse Recommendation Change would be inconsistent with its fiduciary duties under applicable Law, and that, in the case of a Parent Adverse Recommendation Change with respect to a Parent Takeover Proposal, such Parent Takeover Proposal still constitutes a Superior Parent Proposal.

(d) Parent shall promptly (and in any event no later than the later of (i) twenty-four (24) hours or (ii) 5 p.m. New York City time on the next Business Day) advise the Company orally and in writing of any Parent Takeover Proposal, the material terms and conditions of any such Parent Takeover Proposal and the identity of the Person making any such Parent Takeover Proposal. Parent shall keep the Company reasonably informed in all material respects on a reasonably current basis (and in any event no later than the later of (i) twenty-four (24) hours or (ii) 5 p.m. New York City time on the next Business Day) of the material terms and status (including any change to the terms thereof) of any Parent Takeover Proposal.

(e) Nothing contained in this Section 5.04 shall prohibit Parent from (i) complying with Rule 14d-9 and Rule 14e-2 promulgated under the Exchange Act or (ii) making any disclosure to the shareholders of Parent if, in the good-faith judgment of the Parent Board (after consultation with outside legal counsel) failure to so disclose would be inconsistent with its obligations under applicable Law.

(f) For purposes of this Agreement:

(i) "Parent Takeover Proposal" means any proposal or offer (whether or not in writing), with respect to any (1) merger, consolidation, share exchange, other business combination, recapitalization, liquidation, dissolution or similar transaction involving Parent, (2) sale, lease, contribution or other disposition, directly or indirectly (including by way of merger, consolidation, share exchange, other business combination, partnership, joint venture, sale of capital stock of or other equity interests in a Parent Subsidiary or otherwise) of any business or assets of Parent or the Parent Subsidiaries representing 20% or more of the consolidated revenues, net income or assets of Parent and the Parent Subsidiaries, taken as a whole, (3) issuance, sale or other disposition, directly or indirectly, to any Person (or the shareholders of any Person) or group of securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 20% or more of the voting power of Parent, (4) transaction (including any tender offer or exchange offer) in which any Person (or the shareholders of any Person) would acquire (in the case of a tender offer or exchange offer, if consummated), directly or indirectly, beneficial ownership, or the right to acquire beneficial ownership, or formation of any group which beneficially owns or has the right to acquire beneficial ownership of, 20% or more of any class of capital stock of Parent or (5) any combination of the foregoing.

(ii) "Superior Parent Proposal" means a *bona fide* written Parent Takeover Proposal (provided that for purposes of this definition, the applicable percentage in the definition of Parent Takeover Proposal shall be "50.1%" rather than "20% or more"), which the Parent Board determines in good faith, after consultation with outside legal counsel and a financial advisor, and taking into account the legal, financial, regulatory, timing and other aspects of such Parent Takeover Proposal, the identity of the Person making the proposal and any financing required for such proposal, the ability of the Person making such proposal to obtain such required financing and the level of certainty with respect to such required financing, and such other factors that are deemed relevant by the Parent Board, is more favorable to the holders of Parent Common Stock than the transactions contemplated by this Agreement (after taking into account any revisions to the terms of this Agreement that are committed to in writing by the Company (including pursuant to Section 5.04(c)).

(iii) "Parent Intervening Event" means any fact, circumstance, effect, change, event or development relating to Parent or the Parent Subsidiaries that (1) is unknown to or by the Parent Board as of the date hereof (or if known, the magnitude or material consequences of which were not known or understood by the Parent Board as of the date of this Agreement), (2) becomes known to or by the Parent Board prior to obtaining the Parent Shareholder Approval and (3) has or would reasonably be expected to have a material beneficial effect on Parent and the Parent Subsidiaries, taken as a whole.

SECTION 5.05 Financing.

(a) Parent shall use its reasonable best efforts to, and shall use its reasonable best efforts to cause its Affiliates to, consummate the Financing, or any Substitute Financing, in each case on the terms and conditions thereof (including any "market flex" provisions thereof) as promptly as possible following the date of this Agreement (and, in any event, no later than the Closing Date), including (i) (1) maintaining in effect the Debt Letters and complying with all of their respective obligations thereunder and (2) negotiating, entering into and delivering definitive agreements with respect to the Financing reflecting the terms contained in the Debt Letters (including any "market flex" provisions thereof) (or with other terms agreed by Parent and the Financing Parties, subject to the restrictions on amendments of the Debt Letters set forth below), so that such agreements are in effect no later than the Closing, and (ii) satisfying on a timely basis all the conditions to the Financing and the definitive agreements related thereto that are applicable to Parent and its Affiliates.

(b) In the event that all conditions set forth in Sections 7.01 and 7.03 have been satisfied or waived or, upon funding shall be satisfied or waived, Parent and its Affiliates shall use their reasonable best efforts to cause the Persons providing the Financing (the "Financing Parties") to fund the Financing in accordance with its terms on the Closing Date, to the extent the proceeds thereof are required to consummate the Merger and the other transactions contemplated hereby, and to enforce its rights under the Debt Letters in the event of any breach by the Financing Parties of their funding obligations thereunder. Parent shall not, and shall cause its Affiliates not to, take or refrain from taking, directly or indirectly, any action that would reasonably be expected to result in a failure of any of the conditions contained in the Debt Letters or in any definitive agreement related to the Financing.

(c) Parent shall keep the Company reasonably informed on a current and timely basis of the status of Parent's efforts to obtain the Financing and to satisfy the conditions thereof, including advising and updating the Company, in a reasonable level of detail, with respect to status, proposed closing date and material terms of the definitive documentation related to the Financing, providing copies of substantially final drafts of the credit agreement and other primary definitive documents (provided that any fee letter may be redacted) and giving the Company prompt notice of any material breach or default (or alleged or purported material breach or default) by any party to the Debt Letters of which Parent has become aware or any termination or repudiation (or alleged or purported termination or repudiation) of the Debt Letters.

(d) Parent may amend, modify, terminate, assign or agree to any waiver under the Debt Letters (including to add lenders, arrangers, agents, bookrunners, managers and other financing sources) without the prior written approval of the Company; provided that Parent shall not, without Company's prior written consent, permit any such amendment, modification, assignment, termination or waiver to be made to, or consent to any waiver of, any provision of or remedy under the Debt Letters which would (1) reduce the aggregate amount of the Financing (including by increasing the amount of fees to be paid or original issue discount unless Parent has available cash to fund any additional fees or original issue discount without affecting Parent's ability to pay the Cash Consideration), (2) impose new or additional conditions to the Financing or otherwise expand, amend,

modify or waive any of the conditions to the Financing or (3) otherwise expand, amend, modify or waive any provision of the Debt Letters in a manner that in any such case would reasonably be expected to (A) delay or make less likely the funding of the Financing (or satisfaction of the conditions to the Financing) on the Closing Date, (B) adversely impact the ability of Parent to enforce its rights against the Financing Parties or any other parties to the Debt Letters or the definitive agreements with respect thereto or (C) adversely affect the ability of Parent to timely consummate the Merger and the other transactions contemplated hereby. In the event that new debt or equity commitment letters or fee letters are entered into in accordance with any amendment, replacement, supplement or other modification of the Debt Letters permitted pursuant to this Section 5.05(d), such new commitment letters or fee letters shall be deemed to be a part of the "Financing" and deemed to be the "Debt Letters" for all purposes of this Agreement. Parent shall promptly deliver to the Company copies of any termination, amendment, modification, waiver or replacement of the Debt Letters (provided that any fee letter may be redacted).

(e) If funds in the amounts set forth in the Debt Letters, or any portion thereof, become unavailable, Parent shall, and shall cause its Affiliates, as promptly as practicable following the occurrence of such event to (i) notify the Company in writing thereof, (ii) use its reasonable best efforts to obtain substitute financing sufficient to enable Parent to consummate the Merger and the other transactions contemplated hereby in accordance with its terms (the "Substitute Financing") and (iii) use its reasonable best efforts to obtain a new financing commitment letter that provides for such Substitute Financing and, promptly after execution thereof, deliver to the Company true, complete and correct copies of the new commitment letter and the related fee letters (in redacted form reasonably satisfactory to the Persons providing such Substitute Financing removing only the fee amounts, pricing caps, the rates and amounts included in the "market flex") and related definitive financing documents with respect to such Substitute Financing; provided, however, that any such Substitute Financing shall not, without the prior written consent of the Company, (1) reduce the aggregate amount of the Financing (including by increasing the amount of fees to be paid or original issue discount), (2) impose new or additional conditions to the Financing or otherwise expand, amend, modify or waive any of the conditions of the Financing, in a manner that would be reasonably be expected to delay or prevent the consummation of the Merger and the other transactions contemplated hereby, as compared to the Debt Letters in effect on the date hereof, or (3) otherwise be on terms that are less favorable to Parent in the aggregate than those contained in the Debt Letters as in effect on the date hereof. Upon obtaining any commitment for any such Substitute Financing, such financing shall be deemed to be a part of the "Financing" and any commitment letter for such Substitute Financing shall be deemed the "Debt Letters" for all purposes of this Agreement.

(f) Parent shall pay, or cause to be paid, as the same shall become due and payable, all fees and other amounts that become due and payable under the Debt Letters.

(g) Notwithstanding anything contained in this Agreement to the contrary, Parent and Merger Sub expressly acknowledge and agree that neither Parent's nor Merger Sub's obligations hereunder are conditioned in any manner upon Parent or Merger Sub obtaining the Financing, any Substitute Financing or any other financing.

SECTION 5.06 Financing Cooperation.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Section 8.01), subject to the limitations set forth in this Section 5.06, and unless otherwise agreed by Parent, the Company will, and will cause each of its Subsidiaries to, and will use its reasonable efforts to cause its and its Subsidiaries' Representatives to, use its or their reasonable best efforts to cooperate with Parent as reasonably requested by Parent in connection with Parent's arrangement of the Financing (which, solely for purposes of this Section 5.06 and the use of the term Financing Party in this Section 5.06, shall include any alternative equity or debt financings, all or a portion of which will be used to fund the Cash Consideration). Such cooperation will include using reasonable best efforts to:

(i) cooperate with the marketing efforts of Parent for all or any part of the Financing, including making appropriate officers reasonably available, with appropriate advance notice, for participation in lender or investor meetings, due diligence sessions, meetings with ratings agencies and road shows, and reasonable assistance in the preparation of confidential information memoranda, private placement memoranda, prospectuses, lender and investor presentations and similar documents as may be reasonably requested by Parent or any Financing Party, in each case, with respect to information relating to the Company and its Subsidiaries in connection with such marketing efforts;

(ii) furnish Parent and the Financing Parties with the Required Financial Information and any other information with respect to the Company and its Subsidiaries as is reasonably requested by Parent or any Financing Party and is customarily (A) required for the marketing, arrangement and syndication of financings similar to the Financing or (B) used in the preparation of customary offering or information documents or rating agency, lender presentations or road shows relating to the Financing;

(iii) request that the Company's independent accountants participate in drafting sessions and accounting due diligence sessions and cooperate with the Financing (including as set forth in the Debt Letters as in effect on the date of this Agreement) or in connection with a customary offering of securities, including the type described in the Commitment Letter, consistent with their customary practice, including requesting that they provide customary consents and comfort letters (including "negative assurance" comfort) to the extent required in connection with the marketing and syndication of the Financing (including as set forth in the Debt Letters as in effect on the date of this Agreement) or as are customarily required in an offering of securities of the type contemplated by the Financing;

(iv) obtain or provide certificates and other customary documents (other than legal opinions) relating to the Financing as reasonably requested by Parent;

(v) cooperate in satisfying the conditions precedent set forth in any definitive documentation relating to the Financing to the extent the satisfaction of such condition reasonably requires the cooperation of, or is within the control of, the Company;

(vi) furnish all documentation and other information required by a Governmental Entity or any Financing Party under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), to the extent reasonably requested by Purchaser at least 10 Business Days prior to the anticipated Closing Date;

(vii) assist Parent in obtaining any credit ratings from rating agencies contemplated by the Debt Letters; and

(viii) use reasonable best efforts to obtain such consents, waivers, estoppels, approvals, authorizations and instruments which may be requested by Parent in connection with the Financing;

provided, further, that nothing in this Agreement shall require the Company to cause the delivery of (1) legal opinions or reliance letters or any certificate as to solvency or any other certificate necessary for the Financing, other than as allowed by Section 5.06(a)(iii), (2) any audited financial information or any financial information prepared in accordance with Regulation S-K or Regulation S-X under the Securities Act of 1933, as amended, or any financial information in a form not customarily prepared by the Company with respect to such period or (3) any financial information with respect to a month or fiscal period that has not yet ended or has ended less than forty-five (45) days prior to the date of such request.

(b) Notwithstanding anything to the contrary contained in this Agreement (including this Section 5.06): (i) nothing in this Agreement (including this Section 5.06) shall require any such cooperation to the extent that it would (1) require the Company to pay any commitment or other fees, reimburse any expenses or otherwise incur any liabilities or give any indemnities prior to the Closing, (2) unreasonably interfere with the ongoing business or operations of the Company or its Subsidiaries, or (3) require the Company or any of the Company Subsidiaries to enter into or approve any agreement or other documentation effective prior to the Closing and (ii) no action, liability or obligation (including any obligation to pay any commitment or other fees or reimburse any expenses) of the Company, its Subsidiaries, or any of their respective Representatives under any certificate, agreement, arrangement, document or instrument relating to the Financing shall be effective until the Closing. The Company hereby consents to the use of its and its Subsidiaries' logos in connection with the Financing in a form and manner mutually agreed with the Company; provided, however, that such logos are used solely in a manner that is not intended, or reasonably likely, to harm or disparage the Company or its Subsidiaries or any of their respective subsidiaries or the reputation or goodwill of any of the foregoing.

(c) Parent shall (i) promptly upon request by the Company, reimburse the Company for all of its reasonable and documented out-of-pocket fees and expenses (including reasonable fees and expenses of counsel and accountants) incurred by the Company, any of the Company Subsidiaries, any of its or their Representatives in connection with any cooperation contemplated by this Section 5.06 and (ii) indemnify and hold harmless the Company, the Company Subsidiaries and its and their Representatives against any claim, loss, damage, injury, liability, judgment, award, penalty, fine, cost (including cost of investigation), expense (including fees and expenses of counsel and accountants) or settlement payment incurred as a result of, or in connection with, such cooperation or the Financing and any information used in connection therewith other than those claims, losses, damages, injuries, liabilities, judgments, awards, penalties, fines, costs, expenses and settlement payment arising out of or resulting from the gross negligence, fraud or willful misconduct of the Company, any of the Company Subsidiaries or any of their respective Representatives as finally determined by a court of competent jurisdiction.

## ARTICLE VI

## ADDITIONAL AGREEMENTS

SECTION 6.01 Preparation of the Form S-4 and the Proxy Statement/Prospectus; Shareholders Meetings.

(a) As promptly as reasonably practicable following the date of this Agreement, unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change or, in the case of Parent, the Parent Board has made a Parent Adverse Recommendation Change, (i) the Company and Parent shall jointly prepare and cause to be filed with the SEC a joint proxy statement to be mailed to the shareholders of each of the Company and Parent relating to the Company Shareholders Meeting and the Parent Shareholders Meeting (together with any amendments or supplements thereto, and the Form S-4 of which it forms a part, the "Proxy Statement/Prospectus") in preliminary form and (ii) Parent shall prepare and cause to be filed with the SEC a registration statement on Form S-4 which shall include the Proxy Statement/Prospectus as a prospectus relating to the registration of Parent Common Stock to be issued in connection with the Merger (the "Form S-4"). Parent and the Company shall use their respective reasonable best efforts to have the Form S-4 declared effective under the Securities Act as promptly as reasonably practicable after such filing and to keep the Form S-4 effective as long as necessary to consummate the Merger. Each of Parent and the Company shall furnish all information concerning itself and its Affiliates to the other Party, and provide such other assistance, as may be reasonably requested by the other Party or its outside legal counsel in connection with the preparation, filing and distribution of the Proxy Statement/Prospectus.

(b) The Company agrees that (i) none of the information supplied or to be supplied by the Company for inclusion or incorporation by reference in the Proxy Statement/Prospectus will, at the date it is first mailed to the Company's and Parent's shareholders or at the time of the Company Shareholders Meeting and the Parent Shareholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading and (ii) except with respect to any information supplied to the Company by Parent for inclusion or incorporation by reference in the Proxy Statement/Prospectus, the Proxy Statement/Prospectus will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder. Parent and Merger Sub agree that none of the information supplied or to be supplied by Parent or Merger Sub for inclusion or incorporation by reference in the Proxy Statement/Prospectus will, at the date it is first mailed to the Company's shareholders and Parent's shareholders or at the time of the Company Shareholders Meeting and the Parent Shareholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(c) Each of the Company and Parent shall promptly notify the other after the receipt of any comments from the SEC with respect to, or any request from the SEC for amendments or supplements to, the Proxy Statement/Prospectus and shall provide the other with copies of all correspondence between it and its Affiliates and Representatives, on the one hand, and the SEC, on the other hand. Unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change or, in the case of Parent, the Parent Board has made a Parent Adverse Recommendation Change:

(i) each of the Company and Parent shall use its reasonable best efforts (1) to respond as promptly as reasonably practicable to any comment from the SEC with respect to, or any request from the SEC for amendments or supplements to, Proxy Statement/Prospectus and (2) to have the SEC advise the Company and Parent as promptly as reasonably practicable that the SEC has no further comments on the Proxy Statement/Prospectus;

(ii) each of the Company and Parent shall file the Proxy Statement/Prospectus in definitive form with the SEC and cause such definitive Proxy Statement/Prospectus to be mailed to the shareholders of the Company and Parent as promptly as reasonably practicable after the SEC advises the Company and Parent that the SEC has no further comments on the Proxy Statement/Prospectus; and

(iii) each of the Company and Parent shall include the Company Board Recommendation and the Parent Board Recommendation in the preliminary and definitive Proxy Statements/Prospectus.

Notwithstanding anything to the contrary herein, unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change or, in the case

of Parent, the Parent Board has made a Parent Adverse Recommendation Change, prior to filing the Proxy Statement/Prospectus in preliminary form with the SEC, responding to any comment from the SEC with respect to, or any request from the SEC for amendments or supplements to, the Proxy Statement/Prospectus or mailing the Proxy Statement/Prospectus in definitive form to the shareholders of the Company or Parent, each of the Company and Parent shall provide the other with a reasonable opportunity to review and comment on such document or response and consider in good faith any of the other Party's comments thereon. Unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change or, in the case of Parent, the Parent Board has made a Parent Adverse Recommendation Change, each Party shall use its reasonable best efforts to have the SEC advise the Company and Parent, as promptly as reasonably practicable after the filing of the preliminary Proxy Statement/Prospectus, that the SEC has no further comments on the Proxy Statement/Prospectus. Unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change or, in the case of Parent, the Parent Board has made a Parent Adverse Recommendation Change, each of the Company and Parent shall also take any other action (except for qualifying to do business in any jurisdiction in which it is not now so qualified) required to be taken under the Securities Act, the Exchange Act, any applicable foreign or state securities or "blue sky" Laws and the rules and regulations thereunder in connection with the Merger.

(d) If, prior to the Effective Time, any event occurs with respect to Parent or any Parent Subsidiary, or any change occurs with respect to other information supplied by Parent for inclusion in the Proxy Statement/Prospectus, that is required to be described in an amendment of, or a supplement to, the Proxy Statement/Prospectus, Parent shall promptly notify the Company of such event, and Parent and the Company shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement/Prospectus so that either such document would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, and, as required by Law, in disseminating the information contained in such amendment or supplement to the Company's shareholders and Parent's shareholders. Nothing in this Section 6.01(d) shall limit the obligations of any Party under Section 6.01(a).

(e) If prior to the Effective Time, any event occurs with respect to the Company or any Company Subsidiary, or any change occurs with respect to other information supplied by the Company for inclusion in the Proxy Statement/Prospectus, that is required to be described in an amendment of, or a supplement to, the Proxy Statement/Prospectus, the Company shall promptly notify Parent of such event, and the Company and Parent shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement/Prospectus so that either such document would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading and, as required by Law, in disseminating the information contained in such amendment or supplement to the Company's shareholders and Parent's shareholders. Nothing in this Section 6.01(e) shall limit the obligations of any Party under Section 6.01(a).

(f) Unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change, the Company shall, as soon as practicable after the mailing of the definitive Proxy Statement/Prospectus to the shareholders of the Company, duly call, give notice of, convene and hold the Company Shareholders Meeting and, subject to Section 5.03(c), solicit the Company Shareholder Approval.

(g) Unless, in the case of Parent, the Parent Board has made a Parent Adverse Recommendation Change, Parent shall, as soon as practicable after the mailing of the definitive Proxy Statement/Prospectus to the shareholders of Parent, duly call, give notice of, convene and hold the Parent Shareholders Meeting and, subject to Section 5.04(c), solicit the Parent Shareholder Approval and Parent Charter Approval.

(h) Unless, in the case of the Company, the Company Board has made a Company Adverse Recommendation Change or, in the case of Parent, the Parent Board has made a Parent Adverse Recommendation Change, each of Parent and the Company shall use reasonable best efforts to hold the Parent Shareholders Meeting and the Company Shareholders Meeting, respectively, at the same time and on the same date as the other Party.

SECTION 6.02 Access to Information; Confidentiality.

(a) Subject to applicable Law and the Confidentiality Agreement, the Company and Parent shall, and shall cause each of their respective Subsidiaries to, afford to the other Party and its Representatives reasonable access (at such Party's sole cost and expense), during normal business hours and upon reasonable advance notice, during the period from the date of this Agreement until the earlier of the Effective Time or termination of this Agreement pursuant to Section 8.01, to the material properties, books, contracts, commitments, personnel and records of such Party, and during such period, the Company and Parent shall, and shall cause their respective Subsidiaries to, make available promptly to then other Party (i) to the extent not publicly available, a copy of each material Filing made by it during such period pursuant to the requirements of securities Laws or filed with or sent to the SEC, the KCC or any other Governmental Entity and (ii) all other information concerning its business, properties and personnel as such other Party may reasonably request; provided, however, that the Company and Parent may withhold from the other Party or its Representatives any document or information that the disclosing Party believes is subject to the terms of a confidentiality agreement with a third party (provided that the Company and Parent, as applicable, shall use its reasonable best efforts to obtain the required consent of such third party to disclose such document or information) or subject to any attorney–client privilege (provided that the Company and Parent, as applicable, shall use its reasonable best efforts to allow the disclosure of such document or information (or as much of it as possible) in a manner that does not result in a loss of attorney–client privilege) or is commercially sensitive (as determined in the Company's and Parent's, as applicable, reasonable discretion); provided, further, that neither the Company nor Parent or their respective

Representatives shall have the right to collect any air, soil, surface water or ground water samples or perform any invasive or destructive air sampling on, under, at or from any of the properties owned, leased or operated by the other Party or its Subsidiaries. Except for incidents caused by the Company's or Parent's or their respective Affiliate's intentional misconduct, each of the Company and Parent shall indemnify the other Party and its Affiliates and Representatives from, and hold the other Party and its Affiliates and Representatives harmless against, any and all Claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs, expenses, including attorneys' fees and disbursements, and the cost of enforcing this indemnity arising out of or resulting from any access provided pursuant to this Section 6.02(a).

(b) All documents and information exchanged pursuant to this Section 6.02 shall be subject to the letter agreement, dated as of March 3, 2016, between the Company and Parent, as amended (the "Confidentiality Agreement"). If this Agreement is terminated pursuant to Section 8.01, the Confidentiality Agreement shall remain in effect in accordance with its terms.

SECTION 6.03 Further Actions; Regulatory Approvals; Required Actions.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use its respective reasonable best efforts to take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary to cause the conditions to the Closing set forth in Article VII to be satisfied as promptly as reasonably practicable or to effect the Closing as promptly as reasonably practicable, including (i) making all necessary Filings with Governmental Entities or third parties, (ii) obtaining the Required Consents and all other third-party Consents that are necessary, proper or advisable to consummate the Merger, (iii) obtaining the Required Statutory Approvals and all other Consents of Governmental Entities that are necessary, proper or advisable to consummate the Merger and the other transactions contemplated hereby and (iv) executing and delivering any additional instruments that are necessary, proper or advisable to consummate the Merger and the other transactions contemplated hereby.

(b) In connection with and without limiting the generality of Section 6.03(a), each of Parent and the Company shall:

(i) make or cause to be made, in consultation and cooperation with the other, at a mutually agreeable time after the date of this Agreement, (1) an appropriate filing of a Notification and Report Form pursuant to the HSR Act relating to the Merger, and (2) all other necessary Filings relating to the Merger with other Governmental Entities under any other Antitrust Law;

(ii) make or cause to be made, as promptly as reasonably practicable after the date of this Agreement and in any event within sixty (60) days after the date of this Agreement, which may be extended by mutual agreement of the Parties, all necessary Filings with other Governmental Entities relating to the Merger, including any such Filings necessary to obtain any Required Statutory Approval;

(iii) furnish to the other all assistance, cooperation and information reasonably required for any such Filing and in order to achieve the effects set forth in this Section 6.03;

(iv) unless prohibited by applicable Law or by a Governmental Entity, give the other reasonable prior notice of any such Filing and, to the extent reasonably practicable, of any communication with any Governmental Entity relating to the Merger (including with respect to any of the actions referred to in this Section 6.03(b)) and, to the extent reasonably practicable, permit the other to review and discuss in advance, and consider in good faith the views of, and secure the participation of, the other in connection with any such Filing or communication;

(v) respond as promptly as reasonably practicable under the circumstances to any inquiries received from any Governmental Entity or any other authority enforcing applicable Antitrust Laws for additional information or documentation in connection with antitrust, competition or similar matters (including a "second request" under the HSR Act) and not extend any waiting period under the HSR Act or enter into any agreement with any such Governmental Entity or other authorities not to consummate the Merger, except with the prior written consent of the other Party;

(vi) provide any information requested by any Governmental Entity in connection with any review or investigation of the transactions contemplated by this Agreement; and

(vii) unless prohibited by applicable Law or a Governmental Entity, to the extent reasonably practicable, (1) not participate in or attend any meeting or engage in any substantive conversation with any Governmental Entity in respect of the Merger without the other Party, (2) to the extent reasonably practicable, give the other reasonable prior notice of any such meeting or conversation and, in the event one Party is prohibited by applicable Law or by the applicable Governmental Entity from participating in or attending any such meeting or engaging in any such conversation, keep such Party apprised with respect thereto, (3) cooperate in the filing of any substantive memoranda, white papers, filings, correspondence or other written communications explaining or defending this Agreement or the Merger, articulating any regulatory or competitive argument or responding to requests or objections made by any Governmental Entity and (4) furnish the other Party with copies of all substantive correspondence, Filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and any Governmental Entity or members of any Governmental Entity's staff, on the other hand, with respect to this Agreement or the Merger; provided that the Parties shall be permitted to redact any correspondence, Filing or communication to the extent such correspondence, Filing or communication contains commercially sensitive information.

(c) Parent shall not, and shall cause its Affiliates not to, take any action, including acquiring any asset, property, business or Person (by way of merger, consolidation, share exchange, investment, other business combination, asset, stock or equity purchase, or otherwise), that could reasonably be expected to materially increase the risk of not obtaining or making any Consent or Filing contemplated by this Section 6.03 or the timely receipt thereof. In furtherance of and without limiting any of Parent's covenants and agreements under this Section 6.03, Parent shall use its reasonable best efforts to avoid or eliminate each and every impediment that may be asserted by a Governmental Entity pursuant to any Antitrust Law with respect to the Merger or in connection with granting any Required Statutory Approval so as to enable the Closing to occur as soon as reasonably possible, which such reasonable best efforts shall include the following:

(i) defending through litigation on the merits, including appeals, any Claim asserted in any court or other proceeding by any Person, including any Governmental Entity, that seeks to or could prevent or prohibit or impede, interfere with or delay the consummation of the Closing;

(ii) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, licensing or disposition of any assets or businesses of Parent or its Affiliates or the Company or the Company Subsidiaries, including entering into customary ancillary agreements on commercially reasonable terms relating to any such sale, divestiture, licensing or disposition;

(iii) agreeing to any limitation on the conduct of Parent or its Affiliates (including, after the Closing, the Surviving Corporation and the Company Subsidiaries); and

(iv) agreeing to take any other action as may be required by a Governmental Entity in order to effect each of the following: (1) obtaining all Required Statutory Approvals as soon as reasonably possible and in any event before the End Date, (2) avoiding the entry of, or having vacated, lifted, dissolved, reversed or overturned any Judgment, whether temporary, preliminary or permanent, that is in effect that prohibits, prevents or restricts consummation of, or impedes, interferes with or delays, the Closing and (3) effecting the expiration or termination of any waiting period, which would otherwise have the effect of preventing, prohibiting or restricting consummation of the Closing or impeding, interfering with or delaying the Closing;

provided that, notwithstanding anything else contained in this Agreement, the provisions of this Section 6.03 shall not be construed to (i) require Parent, Merger Sub or any Parent Subsidiary or (ii) permit the Company or any Company Subsidiary without the prior written consent of Parent, to undertake any efforts or take any action (including accepting any terms, conditions, liabilities,

obligations, commitments, sanctions or other measures and proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, licensing or disposition of assets or businesses of Parent or the Company or their respective Subsidiaries) if the taking of such efforts or action, individually or in the aggregate, has resulted or would reasonably be expected to result in a Regulatory Material Adverse Effect.

(d) Notwithstanding anything to the contrary in this Section 6.03, (i) Parent shall have primary responsibility for, and shall take the lead in, scheduling and conducting any meeting with any Governmental Entity, coordinating and making any applications and filings with, and resolving any investigation or other inquiry of, any agency or other Governmental Entity, obtaining the Parent Required Statutory Approvals and the Company Required Statutory Approvals, Required Consents, Consents, Permits and other approvals and confirmations from any Governmental Entity necessary, proper or advisable to consummate the Transactions; provided that, Parent agrees to consult with the Company reasonably in advance of taking any such action. Parent shall promptly notify the Company and the Company shall notify Parent of any notice or other communication from any Person alleging that such Person's Consent is or may be required in connection with the Merger.

SECTION 6.04 Transaction Litigation. The Company shall promptly notify Parent of any shareholder litigation arising from this Agreement or the Merger that is brought against the Company or members of the Company Board ("Transaction Litigation"). The Company shall reasonably consult with Parent with respect to the defense or settlement of any Transaction Litigation and shall not settle any Transaction Litigation without Parent's consent (not to be unreasonably withheld, conditioned or delayed).

SECTION 6.05 Section 16 Matters. Prior to the Effective Time, the Company shall take all such steps as may be required to cause any dispositions of Company Common Stock (including derivative securities with respect to Company Common Stock) directly resulting from the Merger by each individual who will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company immediately prior to the Effective Time to be exempt under Rule 16b-3 promulgated under the Exchange Act.

SECTION 6.06 Governance Matters.

(a) Parent shall cause the Surviving Corporation to maintain its headquarters in Topeka, Kansas.

(b) From and after the Effective Time, Parent shall cause the Surviving Corporation and the Company Subsidiaries to maintain historic levels of community involvement and charitable contributions and support in the existing service territories of the Company and the Company Subsidiaries, including as set forth on Section 6.06(b) of the Company Disclosure Letter.

(c) The Company, the Parent and the Merger Sub agree (i) that the application submitted to the KCC with respect to the Merger shall include the information concerning the Merger, the Company, the Parent and the Merger Sub required by the

laws of the State of Kansas, (ii) to include specific commitments and agreements in such application to implement the principles set forth in Exhibit B hereto, and (iii) that the initial application submitted to the KCC with respect to the Merger and any amendment thereto shall only include such other agreements or commitments as agreed to by the Company, the Parent and the Merger Sub, in each case, whose consent to any such agreements or commitments shall not be unreasonably withheld, conditioned or delayed. The Company agrees that it will not agree to, or accept, any additional or different agreements, commitments or conditions in connection with the Merger pursuant to any settlement or otherwise with the staff of the KCC or any other Person without the prior written consent of the Parent, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Parent shall take all necessary action to cause, effective at the Effective Time, one director serving on the Company Board immediately prior to the Effective Time, to be elected or appointed as a member of the Parent Board, with such director to be selected by Parent in consultation with the Company.

SECTION 6.07 Public Announcements. Except with respect to (a) a Company Adverse Recommendation Change, a Company Recommendation Change Notice, a Company Takeover Proposal, a Superior Company Proposal or any matter related to any of the foregoing, (b) a Parent Adverse Recommendation Change, a Parent Recommendation Change Notice, a Parent Takeover Proposal, a Superior Parent Proposal or any matter related to any of the foregoing, (c) any dispute between or among the Parties regarding this Agreement or the transactions contemplated hereby, and (d) a press release or other public statement that is consistent in all material respects with previous press releases, public disclosures or public statements made by a Party in accordance with this Agreement, including in investor conference calls, SEC Filings, Q&As or other publicly disclosed documents, in each case under this clause (d), to the extent such disclosure is still accurate, Parent and the Company shall consult with each other before issuing, and give each other the reasonable opportunity to review and comment upon, any press release or other written public statement with respect to this Agreement or the transactions contemplated hereby, including the Merger, and shall not issue any such press release or make any such written public statement prior to such consultation, except as such Party reasonably concludes (based upon advice of its outside legal counsel) may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system. The Company and Parent agree that the initial press release to be issued with respect to this Agreement or Merger shall be in a form agreed to by the Parties. Nothing in this Section 6.07 shall limit the ability of any Party to make internal announcements to its respective employees that are consistent in all material respects with the prior public disclosures regarding the transactions contemplated by this Agreement.

SECTION 6.08 Fees, Costs and Expenses. Except as provided otherwise in this Agreement, including Section 5.06(c) and Section 8.02(b), all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees, costs or expenses, whether or not the Closing occurs.

SECTION 6.09 Indemnification, Exculpation and Insurance.

(a) Parent agrees that all rights to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time now existing in favor of the current or former directors, officers or employees of the Company and the Company Subsidiaries as provided in their respective Organization Documents and any indemnification or other similar Contracts of the Company or any Company Subsidiary, in each case, as in effect on the date of this Agreement, shall continue in full force and effect in accordance with their terms (it being agreed that after the Closing such rights shall be mandatory rather than permissive, if applicable), and Parent shall cause the Surviving Corporation and the Company Subsidiaries to perform their respective obligations thereunder. Without limiting the foregoing, from and after the Effective Time, the Surviving Corporation agrees that it will indemnify and hold harmless each individual who is as of the date of this Agreement, or who becomes prior to the Effective Time, a director, officer or employee of the Company or any Company Subsidiary or who is as of the date of this Agreement, or who thereafter commences prior to the Effective Time, serving at the request of the Company or any Company Subsidiary as a director, officer or employee of another Person (the "Company Indemnified Parties"), against all claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any Claim, whether civil, criminal, administrative or investigative (including with respect to matters existing or occurring at or prior to the Effective Time (including this Agreement and the transactions and actions contemplated hereby)), arising out of or pertaining to the fact that the Company Indemnified Party is or was a director, officer or employee of the Company or any Company Subsidiary or is or was serving at the request of the Company or any Company Subsidiary as a director, officer or employee of another Person, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted under applicable Law. In the event of any Claim covered under this Section 6.09, (i) each Company Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such Claim from Parent; provided that any Person to whom expenses are advanced provides an undertaking, if and only to the extent required by applicable Law or the Surviving Corporation's Organizational Documents, to repay such advances if it is ultimately determined by final adjudication that such person is not entitled to indemnification and (ii) the Surviving Corporation shall cooperate in good faith in the defense of any such matter.

(b) In the event that Parent or the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Parent or the Surviving Corporation, as the case may be, shall cause proper provision to be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, assume the covenants and agreements set forth in this Section 6.09.

(c) For a period of six (6) years from and after the Effective Time, the Surviving Corporation shall either cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by

the Company or its Subsidiaries or provide substitute policies for the Company and its current and former directors and officers who are currently covered by the directors' and officers' and fiduciary liability insurance coverage currently maintained by the Company, in either case, of not less than the existing coverage and having other terms not materially less favorable to the insured persons than the directors' and officers' liability insurance and fiduciary liability insurance coverage currently maintained by the Company with respect to claims arising from facts or events that occurred on or before the Effective Time (with insurance carriers having at least an "A" rating by A.M. Best with respect to directors' and officers' liability insurance and fiduciary liability insurance), except that in no event shall the Surviving Corporation be required to pay with respect to such insurance policies in respect of any one policy year more than 300% of the aggregate annual premium most recently paid by the Company prior to the date of this Agreement (the "Maximum Amount"), and if the Surviving Corporation is unable to obtain the insurance required by this Section 6.09(c) it shall obtain as much comparable insurance as possible for the years within such six (6) year period for an annual premium equal to the Maximum Amount, in respect of each policy year within such period. In lieu of such insurance, prior to the Closing Date the Company may, at its option, purchase a "tail" directors' and officers' liability insurance policy and fiduciary liability insurance policy for the Company and its current and former directors, officers and employees who are currently covered by the directors' and officers' and fiduciary liability insurance coverage currently maintained by the Company, such tail to provide coverage in an amount not less than the existing coverage and to have other terms not materially less favorable to the insured persons than the directors' and officers' liability insurance and fiduciary liability insurance coverage currently maintained by the Company with respect to claims arising from facts or events that occurred on or before the Effective Time for a period of not less than six (6) years; provided that in no event shall the cost of any such tail policy in respect of any one policy year exceed the Maximum Amount. The Surviving Corporation shall maintain such policies in full force and effect, and continue to honor the obligations thereunder.

(d) The provisions of this Section 6.09 (i) shall survive consummation of the Merger, (ii) are intended to be for the benefit of, and will be enforceable by, each indemnified or insured party (including the Company Indemnified Parties), his or her heirs and his or her representatives and (iii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise.

SECTION 6.10 Employee Matters.

(a) During the period commencing at the Effective Time and ending on the two (2) year anniversary of the Effective Time (the "Continuation Period"), Parent shall, and shall cause the Surviving Corporation to, provide each individual who is employed by the Company or a Company Subsidiary immediately prior to the Effective Time and who remains employed thereafter by the Surviving Corporation, Parent or any of their Subsidiaries (each, a "Company Employee") who is not a Represented Employee (as defined in Section 6.10(b)) with (i) a base salary or wage rate that is no less favorable than that provided to the Company Employee immediately prior to the Effective Time,

(ii) aggregate incentive compensation opportunities that are substantially comparable, in the aggregate, to those provided to the Company Employee immediately prior to the Effective Time and (iii) employee benefits that are substantially comparable, in the aggregate, to those provided to the Company Employee immediately prior to the Effective Time. During the Continuation Period, Parent shall, and shall cause the Surviving Corporation to, provide each Company Employee who experiences a termination of employment with the Surviving Corporation, Parent or any of their Subsidiaries severance benefits that are no less favorable than those set forth in Section 6.10(a)(1) of the Company Disclosure Letter. During the two (2) year period following the Closing Date, subject to Section 6.10(d)(ii), Parent shall, or shall cause the Surviving Corporation to, treat retirees of the Company and its Subsidiaries with respect to the provision of post-retirement welfare benefits no less favorably than similarly situated retirees of the Parent and its Subsidiaries. Except as provided on Section 6.10(a)(2) of the Company Disclosure Letter, as soon as practicable following the end of the fiscal year in which the Effective Time occurs, Parent shall, or shall cause the Surviving Corporation to, pay each Company Employee who remains employed with the Surviving Corporation, Parent or any of their Subsidiaries through the applicable payment date an annual cash bonus for such fiscal year in an amount determined based on the level of attainment of the applicable performance criteria under the bonus plan in which such Company Employee participated as of immediately prior to the Effective Time.

(b) With respect to each Company Employee who is covered by a Company Union Contract (each, a "Represented Employee"), Parent shall, and shall cause the Surviving Corporation to, continue to honor the Company Union Contracts, in each case as in effect at the Effective Time, in accordance with their terms (it being understood that this sentence shall not be construed to limit the ability of Parent or the Surviving Corporation to amend or terminate any such Company Union Contract, to the extent permitted by the terms of the applicable Company Union Contract and applicable Law). The provisions of this Section 6.10 shall be subject to any applicable provisions of the Company Union Contracts and applicable Law in respect of such Represented Employee, to the extent the provisions of this Section 6.10 are inconsistent with or otherwise in conflict with the provisions of any such Company Union Contract or applicable Law. Prior to the Closing Date, the Company shall provide, to the extent required by applicable Law, sufficient advance notice of the transactions contemplated hereby to any unions that are party to a Company Union Contract, and, in response to a request from any such union to engage in bargaining over the effect of the transactions contemplated hereby, shall engage in meaningful, good-faith bargaining, to the extent required by applicable Law.

(c) At the Effective Time, Parent shall, or shall cause the Surviving Corporation to, assume and honor in accordance with their terms all of the Company's and all of the Company Subsidiaries' employment, severance, retention, termination and change-in-control plans, policies, programs, agreements and arrangements (including any change-in-control severance agreement or other arrangement between the Company and any Company Employee) maintained by the Company or any Company Subsidiary, in each case, as in effect at the Effective Time, including with respect to any payments, benefits or rights arising as a result of the Merger (either alone or in combination with

any other event), it being understood that this sentence shall not be construed to limit the ability of Parent or the Surviving Corporation to amend or terminate any such plans, policies, programs, agreements, or arrangements, to the extent permitted by the terms of the applicable plan, policy, program, agreement or arrangement and applicable Law. For purposes of any Company Benefit Plan or Company Benefit Agreement containing a definition of "change in control," "change of control" or similar term that relates to a transaction at the level of the Company, the Closing shall be deemed to constitute a "change in control," "change of control" or such similar term.

(d) With respect to all employee benefit plans of Parent, the Surviving Corporation or any of their Subsidiaries, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) (including any vacation, paid time-off and severance plans), each Company Employee's service with the Company or any Company Subsidiary (as well as service with any predecessor employer of the Company or any such Company Subsidiary, to the extent service with the predecessor employer was recognized by the Company or such Company Subsidiary and is accurately reflected within a Company Employee's records) shall be treated as service with Parent, the Surviving Corporation or any of their Subsidiaries for all purposes, including determining eligibility to participate, level of benefits, vesting and benefit accruals, except (i) to the extent that such service was not recognized under the corresponding Company Benefit Plan immediately prior to the Effective Time, (ii) for purposes of any defined benefit retirement plan, any retiree welfare benefit plan, any grandfathered or frozen plan or any plan under which similarly situated employees of Parent and its Subsidiaries do not receive credit for prior service or (iii) to the extent that such recognition would result in any duplication of benefits for the same period of service.

(e) Parent shall, and shall cause the Surviving Corporation to, use commercially reasonable efforts to waive, or cause to be waived, any pre-existing condition limitations, exclusions, actively at work requirements and waiting periods under any welfare benefit plan maintained by Parent, the Surviving Corporation or any of their Subsidiaries in which Company Employees (and their eligible dependents) will be eligible to participate from and after the Effective Time, except to the extent that such pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods would not have been satisfied or waived under the corresponding Company Benefit Plan immediately prior to the Effective Time. Parent shall, or shall cause the Surviving Corporation to, use commercially reasonable efforts to recognize the dollar amount of all co-payments, deductibles and similar expenses incurred by each Company Employee (and his or her eligible dependents) during the calendar year in which the Effective Time occurs for purposes of satisfying such year's deductible and co-payment limitations under the relevant welfare benefit plans in which they will be eligible to participate from and after the Effective Time.

(f) Notwithstanding anything to the contrary herein, the provisions of this Section 6.10 are solely for the benefit of the parties to this Agreement, and no provision of this Section 6.10 is intended to, or shall, constitute the establishment or adoption of or an amendment to any employee benefit plan for purposes of ERISA or otherwise and no Company Personnel or any other individual associated therewith shall be regarded for

any purpose as a third-party beneficiary of this Agreement or have the right to enforce the provisions hereof including in respect of continued employment (or resumed employment). Nothing contained herein shall alter the at-will employment relationship of any Company Employee.

SECTION 6.11 Merger Sub.

(a) Prior to the Effective Time, Merger Sub shall not engage in any activity of any nature except for activities related to or in furtherance of the Merger.

(b) Parent hereby (i) guarantees the due, prompt and faithful payment performance and discharge by Merger Sub of, and compliance by Merger Sub with, all of the covenants and agreements of Merger Sub under this Agreement and (ii) agrees to take all actions necessary, proper or advisable to ensure such payment, performance and discharge by Merger Sub hereunder.

SECTION 6.12 Takeover Statutes. If any Takeover Statute or similar statute or regulation becomes applicable to this Agreement or the Merger, the Company and the Company Board shall use reasonable best efforts to grant such approvals and take such actions to ensure that the Merger may be consummated as promptly as practicable on the terms contemplated by this Agreement.

SECTION 6.13 Stock Exchange Listing. Parent shall use reasonable best efforts to cause the shares of Parent Common Stock to be issued in the Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Closing. The Company shall use its reasonable best efforts to cooperate with Parent in connection with the foregoing, including by providing information reasonably requested by Parent in connection therewith.

SECTION 6.14 Parent Equity Transactions. In connection with the alternative equity financing contemplated by Section 5.06, at such times prior to the Effective Time and to the extent that Parent shall determine advisable: (a) Parent shall redeem all of the outstanding Parent Preferred Par Value Stock; and (b) Parent shall engage in the equity financing transactions set forth in Section 6.14 of the Parent Disclosure Letter.

## ARTICLE VII

## CONDITIONS PRECEDENT

SECTION 7.01 Conditions to Each Party's Obligation to Effect the Transactions. The obligation of each Party to effect the Closing is subject to the satisfaction or waiver (by such Party) at or prior to the Closing of the following conditions:

(a) Shareholder Approval. Each of the Company Shareholder Approval and the Parent Shareholder Approval shall have been obtained.

(b) Required Statutory Approvals. The Required Statutory Approvals, including the expiration or termination of any waiting period applicable to the Merger under the HSR Act, shall have been obtained at or prior to the Effective Time and such

approvals shall have become Final Orders. For purposes of this Section 7.01(b), a "Final Order" means a Judgment by the relevant Governmental Entity that (1) has not been reversed, stayed, enjoined, set aside, annulled or suspended and is in full force and effect, (2) with respect to which, if applicable, any mandatory waiting period prescribed by Law before the Merger may be consummated has expired or been terminated, and (3) as to which all conditions to the consummation of the Merger prescribed by Law have been satisfied.

(c) No Legal Restraints. No Law and no Judgment, whether preliminary, temporary or permanent, shall be in effect that prevents, makes illegal or prohibits the consummation of the Merger (any such Law or Judgment, a "Legal Restraint").

(d) Listing. The shares of Parent Common Stock issuable in the Merger shall have been approved for listing on the NYSE, subject to official notice of issuance.

(e) Form S-4. The Form S-4 shall have become effective under the Securities Act and shall not be subject of any stop order or proceeding seeking a stop order, and Parent shall have received all state securities and "blue sky" authorizations necessary for the issuance of the Stock Consideration.

SECTION 7.02 Conditions to Obligations of the Company. The obligation of the Company to effect Closing is further subject to the satisfaction or waiver (by the Company) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent and Merger Sub contained herein (except for the representations and warranties contained in Section 4.03, Section 4.04 and Section 4.07(b)) shall be true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth therein) at and as of the Effective Time as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of any such representation or warranty to be true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect, (ii) the representations and warranties of Parent and Merger Sub contained in Section 4.03 and Section 4.04 shall be true and correct at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of any such representation or warranty to be true and correct would be de minimis, and (iii) the representations and warranties of Parent and Merger Sub contained in Section 4.07(b) shall be true and correct in all respects at and as of the Closing as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Performance of Covenants and Agreements of Parent and Merger Sub. Parent and Merger Sub shall have performed in all material respects all covenants and agreements required to be performed by them under this Agreement at or prior to the Closing.

(c) Officer's Certificate. The Company shall have received a certificate signed on behalf of Parent by an executive officer of Parent certifying the satisfaction by Parent and Merger Sub of the conditions set forth in Section 7.02(a) and Section 7.02(b).

SECTION 7.03 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger is further subject to the satisfaction or waiver (by Parent and Merger Sub) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company contained herein (except for the representations and warranties contained in Section 3.03, Section 3.04 and Section 3.07(b)) shall be true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" set forth therein) at and as of the Effective Time as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of any such representation or warranty to be true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect, (ii) the representations and warranties of the Company contained in Section 3.03 and Section 3.04 shall be true and correct at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of any such representation or warranty to be true and correct would be de minimis, and (iii) the representations and warranties of Parent and Merger Sub contained in Section 3.07(b) shall be true and correct in all respects at and as of the Closing as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Performance of Covenants and Agreements of the Company. The Company shall have performed in all material respects all covenants and agreements required to be performed by it under this Agreement at or prior to the Closing.

(c) Absence of Company Material Adverse Effect. Since the date of this Agreement, no fact, circumstance, effect, change, event or development that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect shall have occurred and be continuing.

(d) Officer's Certificate. Parent shall have received a certificate signed on behalf of the Company by an executive officer of the Company certifying the satisfaction by the Company of the conditions set forth in Section 7.03(a), Section 7.03(b) and Section 7.03(c).

(e) Regulatory Approvals. The Final Orders referred to in Section 7.01(b) shall not include or impose any undertaking, term, condition, liability, obligation, commitment, sanction or other measure that, individually or in the aggregate, has resulted or would reasonably be expected to result in a Regulatory Material Adverse Effect.

## ARTICLE VIII

## TERMINATION, AMENDMENT AND WAIVER

SECTION 8.01 Termination Rights.

(a) Termination by Mutual Consent. The Company and Parent shall have the right to terminate this Agreement at any time prior to the Effective Time, whether before or after receipt of the Company Shareholder Approval or Parent Shareholder Approval, by mutual written consent.

(b) Termination by Either the Company or Parent. Each of the Company and Parent shall have the right to terminate this Agreement, at any time prior to the Effective Time, whether before or after the receipt of the Company Shareholder Approval or Parent Shareholder Approval, if:

(i) the Closing shall not have occurred by 5:00 p.m. New York City time on May 31, 2017 (the "End Date"); provided that if, prior to the End Date, all of the conditions to the Closing set forth in Article VII have been satisfied or waived, as applicable, or shall then be capable of being satisfied (except for any conditions set forth in Section 7.01(b), Section 7.01(c), Section 7.03(e) and those conditions that by their nature are to be satisfied at the Closing), either the Company or Parent may, prior to 5:00 p.m. New York City time on the End Date, extend the End Date to a date that is six (6) months after the End Date (and if so extended, such later date being the End Date); provided, further, that neither the Company nor Parent may terminate this Agreement or extend the End Date pursuant to this Section 8.01(b)(i) if it (or, in the case of Parent, Merger Sub) is in breach of any of its covenants or agreements and such breach has caused or resulted in either (1) the failure to satisfy the conditions to its obligations to consummate the Merger set forth in Article VII prior to the End Date or (2) the failure of the Closing to have occurred prior to the End Date;

(ii) the condition set forth in Section 7.01(c) is not satisfied and the Legal Restraint giving rise to such nonsatisfaction has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 8.01(b)(ii) shall not be available to any Party if such failure to satisfy the condition set forth in Section 7.01(c) is the result of a failure of such Party to comply with its obligations pursuant to Section 6.03;

(iii) the Company Shareholder Approval is not obtained at the Company Shareholders Meeting duly convened (unless such Company Shareholders Meeting has been adjourned, in which case at the final adjournment thereof); or

(iv) the Parent Shareholder Approval is not obtained at the Parent Shareholders Meeting duly convened (unless such Parent Shareholders Meeting has been adjourned, in which case at the final adjournment thereof).

(c) Termination by the Company. The Company shall have the right to terminate this Agreement:

(i) in the event that the Company Board has made a Company Adverse Recommendation Change with respect to a Superior Company Proposal and shall have approved, and concurrently with the termination hereunder, the Company shall have entered into, a Company Acquisition Agreement providing for the implementation of such Superior Company Proposal, so long as (1) the Company has complied in all material respects with its obligations under Section 5.03(c) and (2) the Company prior to or concurrently with such termination pays to Parent the Company Termination Fee in accordance with Section 8.02(b)(ii) and the termination pursuant to this Section 8.01(c)(i) shall not be effective and the Company shall not enter into any such Company Acquisition Agreement until Parent is in receipt of the Company Termination Fee; provided, however, that the Company shall not have the right to terminate this Agreement under this Section 8.01(c)(i) after the Company Shareholder Approval is obtained at the Company Shareholders Meeting;

(ii) if Parent or Merger Sub breaches or fails to perform any of its covenants or agreements contained herein, or if any of the representations or warranties of Parent or Merger Sub contained herein fails to be true and correct, which breach or failure to perform (1) would give rise to the failure of a condition set forth in Section 7.02(a) or Section 7.02(b), as applicable, and (2) is not reasonably capable of being cured by Parent or Merger Sub by the End Date (as it may be extended pursuant to Section 8.01(b)(i)) or is not cured by Parent within thirty (30) days after receiving written notice from the Company of such breach or failure; provided, however, that the Company shall not have the right to terminate this Agreement under this Section 8.01(c)(ii) if the Company is then in breach of any covenant or agreement contained herein or any representation or warranty of the Company contained herein then fails to be true and correct such that the conditions set forth in Section 7.03(a) or Section 7.03(b), as applicable, could not then be satisfied;

(iii) if (1) all of the conditions set forth in Section 7.01, Section 7.02 and Section 7.03 have been satisfied or waived in accordance with this Agreement as of the date that the Closing should have been consummated pursuant to Section 1.04 (except for those conditions that by their terms are to be satisfied at the Closing), (2) Parent and Merger Sub do not complete the Closing on the day that the Closing should have been consummated pursuant to Section 1.04, and (3) Parent and Merger Sub fail to consummate the Closing within five (5) Business Days following their receipt of written notice from the Company requesting such consummation; or

(iv) in the event that the Parent Board or a committee thereof has made a Parent Adverse Recommendation Change; provided, however, that the Company shall not have the right to terminate this Agreement under this Section 8.01(c)(iv) after the Parent Shareholder Approval is obtained at the Parent Shareholders Meeting.

(d) Termination by Parent. Parent shall have the right to terminate this Agreement:

(i) in the event that the Company Board or a committee thereof has made a Company Adverse Recommendation Change; provided, however, that Parent shall not have the right to terminate this Agreement under this Section 8.01(d)(i) after the Company Shareholder Approval is obtained at the Company Shareholders Meeting; or

(ii) if the Company breaches or fails to perform any of its covenants or agreements contained herein, or if any of the representations or warranties of the Company contained herein fails to be true and correct, which breach or failure (1) would give rise to the failure of a condition set forth in Section 7.03(a) or Section 7.03(b), as applicable, and (2) is not reasonably capable of being cured by the Company by the End Date (as it may be extended pursuant to Section 8.01(b)(i)) or is not cured by the Company within thirty (30) days after receiving written notice of such breach or failure; provided, however, that Parent shall not have the right to terminate this Agreement under this Section 8.01(d)(ii) if Parent or Merger Sub is then in breach of any representation, covenant or agreement contained herein such that the conditions set forth in Section 7.02(a) or Section 7.02(b), as applicable, could not then be satisfied.

SECTION 8.02 Effect of Termination; Termination Fees.

(a) In the event of termination of this Agreement by either Parent or the Company as provided in Section 8.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of the Company or Parent (or any shareholder, Affiliate or Representative thereof), whether arising before or after such termination, based on, arising out of or relating to this Agreement or the negotiation, execution, performance or subject matter hereof (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity), except for (i) Section 5.06(c), the last sentence of Section 6.02(a), the last sentence of Section 6.02(b), Section 6.08, this Section 8.02 and Article IX, which provisions shall survive such termination and (ii) subject to Section 8.02(d), liability of any Party (whether or not the terminating Party) for any Willful Breach of this Agreement prior to such termination but solely to the extent such liability arises out of a Willful Breach by such Party of any covenant or agreement set forth herein that gave rise to the failure of a condition set forth in Article VII. The liabilities described in the preceding sentence shall survive the termination of this Agreement.

(b) Termination Fees.

(i) If (1) (A) either Parent or the Company terminates this Agreement pursuant to Section 8.01(b)(i) and, at the time of such termination, any of the

conditions set forth in Section 7.01(b) or Section 7.03(e) or, in connection with the Required Statutory Approvals, Section 7.01(c) shall have not been satisfied, (B) either Parent or the Company terminates this Agreement pursuant to Section 8.01(b)(ii) (if, and only if, the applicable Legal Restraint giving rise to such termination arises in connection with the Required Statutory Approvals or in connection with the assertion that the approval of a state regulatory commission other than that of the KCC is required) or (C) the Company terminates this Agreement pursuant to Section 8.01(c)(ii) based on a failure by Parent to perform its covenants or agreements under Section 6.03, and in each case of the foregoing clauses (A), (B) and (C), at the time of such termination, all other conditions to the Closing set forth in Section 7.01(a), Section 7.03(a), Section 7.03(b) and Section 7.03(c) shall have been satisfied or waived (except for (I) those conditions that by their nature are to be satisfied at the Closing but which conditions would be satisfied or would be capable of being satisfied if the Closing Date were the date of such termination or (II) those conditions that have not been satisfied as a result of a breach of this Agreement by Parent or Merger Sub), or (2) the Company terminates this Agreement pursuant to Section 8.01(c)(iii), then Parent shall pay to the Company a fee of $380,000,000 in cash (the "Parent Termination Fee"). Parent shall pay the Parent Termination Fee to the Company (to an account designated in writing by the Company) prior to or concurrently with such termination of this Agreement by Parent or no later than three (3) Business Days after the date of the applicable termination by the Company.

(ii) If the Company terminates this Agreement pursuant to Section 8.01(c)(i) or Parent terminates this Agreement pursuant to Section 8.01(d)(i), the Company shall pay to Parent a fee of $280,000,000 in cash (the "Company Termination Fee"). The Company shall pay the Company Termination Fee to Parent (to an account designated in writing by Parent) prior to or concurrently with such termination of this Agreement by the Company pursuant to Section 8.01(c)(i) or no later than three (3) Business Days after the date of such termination of this Agreement by Parent pursuant to Section 8.01(d)(i).

(iii) If the Company terminates this Agreement pursuant to Section 8.01(c)(iv), Parent shall pay to the Company a fee of $180,000,000 in cash (the "Parent Fiduciary Out Termination Fee"). Parent shall pay the Parent Fiduciary Out Termination Fee to the Company (to an account designated in writing by the Company) no later than three (3) Business Days after the date of such termination of this Agreement by the Company pursuant to Section 8.01(c)(iv).

(iv) If (1) either (A) Parent or the Company terminates this Agreement pursuant to Section 8.01(b)(i) or Section 8.01(b)(iii) or (B) Parent terminates this Agreement pursuant to Section 8.01(d)(ii), (2) a Company Takeover Proposal shall have been publicly disclosed or made to the Company after the date hereof (x) in the case of a termination pursuant to Section 8.01(b)(i) or Section 8.01(d)(ii), prior to the date of such termination, or (y) in the case of a termination pursuant to Section 8.01(b)(iii), prior to the date of the Company Shareholders Meeting, and (3) within twelve (12) months after the termination of this

Agreement, the Company shall have entered into a Company Acquisition Agreement which is subsequently consummated, or consummated a Company Takeover Proposal, then the Company shall pay the Company Termination Fee to Parent (to an account designated in writing by Parent) within three (3) Business Days after the earlier of the date the Company enters into such Company Acquisition Agreement or consummates such Company Takeover Proposal. For purposes of clause (3) of this Section 8.02(b)(iv), the term "Company Takeover Proposal" shall have the meaning assigned to such term in Section 5.03, except that the applicable percentage in the definition of "Company Takeover Proposal" shall be "50.1%" rather than "20% or more".

(v) If (1) either (A) Parent or the Company terminates this Agreement pursuant to Section 8.01(b)(i) or Section 8.01(b)(iv) or (B) the Company terminates this Agreement pursuant to Section 8.01(c)(ii), (2) a Parent Takeover Proposal shall have been publicly disclosed or made to Parent after the date hereof (x) in the case of a termination pursuant to Section 8.01(b)(i) or Section 8.01(c)(ii), prior to the date of such termination, or (y) in the case of a termination pursuant to Section 8.01(b)(iv), prior to the date of the Parent Shareholders Meeting, and (3) within twelve (12) months after the termination of this Agreement, Parent shall have entered into a Parent Acquisition Agreement which is subsequently consummated, or consummated a Parent Takeover Proposal, then Parent shall pay the Parent Fiduciary Out Termination Fee to the Company (to an account designated in writing by the Company) within three (3) Business Days after the earlier of the date Parent enters into such Parent Acquisition Agreement or consummates such Parent Takeover Proposal. For purposes of clause (3) of this Section 8.02(b)(v), the term "Parent Takeover Proposal" shall have the meaning assigned to such term in Section 5.04, except that the applicable percentage in the definition of "Parent Takeover Proposal" shall be "50.1%" rather than "20% or more".

(vi) If either Parent or the Company terminates this Agreement pursuant to Section 8.01(b)(iv) and no fee is then payable pursuant to Section 8.02(b)(i), Section 8.02(b)(iii) or Section 8.02(b)(v), then Parent shall pay to the Company a fee of $80,000,000 in cash (the "Parent No Vote Termination Fee"). Parent shall pay the Parent No Vote Termination Fee to Company (to an account designated in writing by Company) prior to or concurrently with such termination of this Agreement by Parent pursuant to Section 8.01(b)(iv) or no later than three (3) Business Days after the date of such termination of this Agreement by the Company pursuant to Section 8.01(b)(iv).

(c) The Parties acknowledge that the agreements contained in Section 8.02(b) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement. If Parent fails to promptly pay an amount due pursuant to Section 8.02(b)(i), Section 8.02(b)(iii), Section 8.02(b)(v) or Section 8.02(b)(vi) or the Company fails to promptly pay an amount due pursuant to Section 8.02(b)(ii) or Section 8.02(b)(iv), and, in order to obtain such payment, Parent, on the one hand, or the Company, on the other hand, commences a

Claim that results in a Judgment against the Company for the amount set forth in Section 8.02(b)(ii) or Section 8.02(b)(iv) or any portion thereof, or a Judgment against Parent for the amount set forth in Section 8.02(b)(i), Section 8.02(b)(iii) Section 8.02(b)(v), or Section 8.02(b)(vi) or any portion thereof, the Company shall pay to Parent, on the one hand, or Parent shall pay to the Company, on the other hand, its costs and expenses (including reasonable attorneys' fees and the fees and expenses of any expert or consultant engaged by the Company) in connection with such Claim, together with interest on the amount of such payment from the date such payment was required to be made until the date of payment at the U.S. prime rate as quoted by The Wall Street Journal in effect on the date such payment was required to be made. Any amount payable pursuant to Section 8.02(b) shall be paid by the applicable Party by wire transfer of same-day funds prior to or on the date such payment is required to be made under Section 8.02(b).

(d) Without limiting the rights of the Company under Section 9.10 prior to the termination of this Agreement pursuant to Section 8.01, if this Agreement is terminated under circumstances in which Parent is obligated to pay the Parent Termination Fee under Section 8.02(b)(i) or Parent Fiduciary Out Termination Fee under Section 8.02(b)(iii) or Section 8.02(b)(v) or the Parent No Vote Termination Fee under Section 8.02(b)(vi), except as otherwise contemplated by the last sentence of this Section 8.02(d), upon payment of the Parent Termination Fee, the Parent Fiduciary Termination Fee or the Parent No Vote Termination Fee, as the case may be, and, if applicable, the costs and expenses of the Company pursuant to Section 8.02(c) in accordance herewith, Parent, Parent Subsidiaries and any of the Financing Source Parties and their respective Affiliates and Representatives shall have no further liability with respect to this Agreement or the transactions contemplated hereby, including the Financing, to the Company or the holders of the Company Common Stock, and payment of the applicable fee and such costs and expenses by Parent shall be the Company's sole and exclusive remedy for any Claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, suffered or incurred by the Company, the Company Subsidiaries or any other Person in connection with this Agreement, the transactions contemplated hereby, including the Financing (and the termination thereof) or any matter forming the basis for such termination, and the Company shall not have, and expressly waives and relinquishes, any other right, remedy or recourse (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity), including against any Financing Source Party; provided that, regardless of whether Parent pays or is obligated to pay the Parent Termination Fee, the Parent Fiduciary Out Termination Fee or the Parent No Vote Termination Fee, nothing in this Section 8.02(d) shall release Parent from liability for a Willful Breach of this Agreement. If this Agreement is terminated under circumstances in which the Company is obligated to pay the Company Termination Fee under Section 8.02(b)(ii) or Section 8.02(b)(iv), upon payment of the Company Termination Fee and, if applicable, the costs and expenses of Parent pursuant to Section 8.02(c) in accordance herewith, the Company shall have no further liability with respect to this Agreement or the transactions contemplated hereby to Parent, Merger Sub or any of their respective Affiliates or Representatives, and payment of the Company Termination Fee and such costs and expenses by the Company shall be Parent's sole and exclusive remedy for any

Claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, suffered or incurred by Parent, Parent's Subsidiaries and any other Person in connection with this Agreement, the transactions contemplated hereby (and the termination thereof) or any matter forming the basis for such termination, and Parent and Merger Sub shall not have, and each expressly waives and relinquishes, any other right, remedy or recourse (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity); provided that, regardless of whether the Company pays or is obligated to pay the Company Termination Fee, nothing in this Section 8.02(d) shall release the Company from liability for a Willful Breach of this Agreement. The Parties acknowledge and agree that (i) in no event shall the Company or Parent, as applicable, be required to pay the Company Termination Fee, the Parent Termination Fee, the Parent Fiduciary Out Termination Fee or the Parent No Vote Termination Fee, as applicable, on more than one occasion, (ii) the Parent Fiduciary Out Termination Fee may become due and payable pursuant to Section 8.02(b)(v) after the prior payment of the Parent No Vote Termination Fee pursuant to Section 8.02(b)(vi), in which case Parent shall be obligated to pay an amount equal to the Parent Fiduciary Out Termination Fee less the amount of the Parent No Vote Fee previously paid and (iii) if a termination event occurs requiring Parent to pay a termination fee hereunder and at such time more than one right to terminate this Agreement is exercisable by the Parties, Parent shall be obligated to pay the largest termination fee that would be applicable without regard to which termination right was actually exercised (e.g., if termination pursuant to Section 8.01(b)(iv) and Section 8.01(c)(iv) is permitted, Parent shall be obligated to pay the Parent Fiduciary Out Termination Fee even if Parent terminates this Agreement pursuant to Section 8.01(b)(iv)).

(e) For purposes of this Agreement, "Willful Breach" means a breach that is a consequence of a deliberate act or deliberate failure to act undertaken by the breaching Party with the Knowledge that the taking of, or failure to take, such act would, or would reasonably be expected to, cause or constitute a material breach of any covenants or agreements contained in this Agreement; provided that, without limiting the meaning of Willful Breach, the Parties acknowledge and agree that any failure by any Party to consummate the Merger and the other transactions contemplated hereby after the applicable conditions to the Closing set forth in Article VII have been satisfied or waived (except for those conditions that by their nature are to be satisfied at the Closing, which conditions would be capable of being satisfied at the time of such failure to consummate the Merger) shall constitute a Willful Breach of this Agreement. For the avoidance of doubt, (i) in the event that all applicable conditions to the Closing set forth in Article VII have been satisfied or waived (except for those conditions that by their nature are to be satisfied at the Closing, which conditions would be capable of being satisfied at the time of such failure to consummate the Merger) but Parent fails to close for any reason, such failure to close shall be considered a Willful Breach and (ii) the availability or unavailability of financing for the transactions contemplated by this Agreement shall have no effect on Parent's obligations hereunder. The Parties acknowledge and agree that, without in any way limiting the Parties' rights under Section 9.10, recoverable damages of the Company hereunder shall not be limited to reimbursement of expenses or out-of-pocket costs but shall also include the benefit of the bargain lost by the Company

and its shareholders (including "lost premium"), taking into consideration relevant matters, including the total consideration and value to be received by the shareholders of each Party under this Agreement and the time value of money, which shall be deemed in such event to be damages of the Company and shall be recoverable by the Company on behalf of itself or its shareholders.

SECTION 8.03 Amendment. This Agreement may be amended by the parties at any time before or after receipt of the Company Shareholder Approval; provided, however, that (a) after receipt of the Company Shareholder Approval, there shall be made no amendment that by Law requires further approval by the shareholders of the Company without the further approval of such shareholders, (b) no amendment shall be made to this Agreement after the Effective Time, (c) except as provided above, no amendment of this Agreement shall require the approval of the shareholders of Parent or the shareholders of the Company and (d) no amendments to or waivers of any DFS Provision shall be effective without the written consent of the Financing Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

SECTION 8.04 Extension; Waiver. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant to this Agreement, (c) subject to Section 8.03(a), waive compliance with any covenants and agreements contained herein or (d) waive the satisfaction of any of the conditions contained herein. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

SECTION 8.05 Procedure for Termination, Amendment, Extension or Waiver. A termination of this Agreement pursuant to Section 8.01, an amendment of this Agreement pursuant to Section 8.03 or an extension or waiver pursuant to Section 8.04 shall, in order to be effective, require, in the case of the Company, Parent or Merger Sub, action by its respective board of directors or the duly authorized designee of its board of directors. Termination of this Agreement prior to the Effective Time shall not require the approval of the shareholders of any Party. The Party desiring to terminate this Agreement pursuant to Section 8.01 shall give written notice of such termination to the other Parties in accordance with Section 9.02, specifying the provision of this Agreement pursuant to which such termination is effected.

## ARTICLE IX

## GENERAL PROVISIONS

SECTION 9.01 Nonsurvival of Representations, Warranties, Covenants and Agreements; Contractual Nature of Representations and Warranties. None of the representations or warranties contained herein or in any instrument delivered pursuant to this Agreement shall survive, and all rights, Claims and causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) with respect thereto shall terminate at the Effective Time. Except for any covenant or agreement that by its terms

contemplates performance after the Effective Time, none of the covenants or agreements of the Parties contained herein shall survive, and all rights, Claims and causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) with respect to such covenants and agreements shall terminate at, the Effective Time. The Parties hereby acknowledge and agree that (a) all representations and warranties set forth in this Agreement are contractual in nature only, (b) no Person is asserting the truth or accuracy of any representation or warranty set forth in this Agreement, (c) if any such representation or warranty (as modified by the applicable Disclosure Letter) should prove untrue, the Parties' only rights, Claims or causes of action shall be to exercise the specific rights set forth in Section 7.02(a), Section 7.03(a), Section 8.01(c)(ii) and Section 8.01(d)(ii), as and if applicable, and (d) the Parties shall have no other rights, Claims or causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) based on, arising out of or related to any such untruth of any such representation or warranty.

SECTION 9.02 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt by other than automatic means, whether electronic or otherwise), (b) when sent by facsimile or email (with written confirmation of transmission) or (c) one (1) Business Day following the day sent by an internationally recognized overnight courier (with written confirmation of receipt), in each case, at the following addresses, facsimile numbers and email addresses (or to such other address, facsimile number or email address as a Party may have specified by notice given to the other Party pursuant to this provision):

To Parent or Merger Sub:

Great Plains Energy Incorporated
1200 Main Street
Kansas City, Missouri 64105
Attention: Heather Humphrey
Facsimile: (816) 556-2787
Email: heather.humphrey@kcpl.com

with a copy (which shall not constitute notice) to:

Bracewell LLP
1251 Avenue of the Americas
New York, New York 10020
Attention: John G. Klauberg
Frederick J. Lark
Facsimile: (800) 404-3970
Email: john.klauberg@bracewelllaw.com
fritz.lark@bracewelllaw.com

To the Company:

Westar Energy, Inc.
818 South Kansas Avenue
Topeka, KS 66612
Attention: Larry Irick
Facsimile: (785) 575-1936
Email: larry.irick@westarenergy.com

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: William S. Lamb
Michael Didriksen
Facsimile: (212) 259-2557
(212) 259-2507
Email: bill.lamb@bakerbotts.com
michael.didriksen@bakerbotts.com

SECTION 9.03 Definitions. For purposes of this Agreement, each capitalized term has the meaning given to it, or specified, in Exhibit A.

SECTION 9.04 Interpretation.

(a) Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, (i) the date that is the reference date in calculating such period shall be excluded and (ii) if the last day of such period is a not a Business Day, the period in question shall end on the next succeeding Business Day.

(b) Dollars. Unless otherwise specifically indicated, any reference herein to $ means U.S. dollars.

(c) Gender and Number. Any reference herein to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(d) Articles, Sections and Headings. When a reference is made herein to an Article or a Section, such reference shall be to an Article or a Section of this Agreement unless otherwise indicated. The table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Include. Whenever the words “include”, “includes” or “including” are used herein, they shall be deemed to be followed by the words “without limitation.”

(f) Hereof. The words “hereof,” “hereto,” “hereby,” “herein” and “hereunder” and words of similar import when used herein shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) Extent. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(h) Contracts; Laws. Any Contract or Law defined or referred to herein means such Contract or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated.

(i) Persons. References to a person are also to its permitted successors and assigns.

(j) Or. Unless otherwise specifically provided herein, the term “or” shall not be deemed to be exclusive.

(k) Exhibits and Disclosure Letters. The Exhibits to this Agreement and the Disclosure Letters are hereby incorporated and made a part hereof and are an integral part of this Agreement. Each of the Company and Parent may, at its option, include in the Company Disclosure Letter or the Parent Disclosure Letter, respectively, items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts herein or in the Disclosure Letters, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement or otherwise. Any matter set forth in any section of the Disclosure Letters shall be deemed to be referred to and incorporated in any section to which it is specifically referenced or cross-referenced and also in all other sections of the such Disclosure Letter to which such matter’s application or relevance is reasonably apparent on the face of such matter. Any capitalized term used in any Exhibit or any Disclosure Letter but not otherwise defined therein shall have the meaning given to such term herein.

(l) Reflected On or Set Forth In. An item arising with respect to a specific representation, warranty, covenant or agreement shall be deemed to be “reflected on” or “set forth in” the Company Financial Statements included in the Company Reports, to the extent any such phrase appears in such representation, warranty, covenant or agreement if (i) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statement reasonably related to the subject matter of such representation or (ii) such item and the amount thereof is otherwise reasonably identified on such balance sheet or financial statement (or the notes thereto).

SECTION 9.05 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party or such Party waives its rights under this Section 9.05

with respect thereto. Upon any determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated by this Agreement are fulfilled to the extent possible.

SECTION 9.06 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or email in .pdf format), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

SECTION 9.07 Entire Agreement; No Third-Party Beneficiaries. This Agreement, taken together with the Company Disclosure Letter, the Parent Disclosure Letter and the exhibits hereto and other instruments referred to herein, and the Confidentiality Agreement, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between or among the Parties with respect to the Merger. Except (a) after the Effective Time, the rights of the Company's shareholders and holders of Company Restricted Share Units, Company Performance Units and Other Equity-Based Rights to receive the Merger Consideration and payments pursuant to Article II, and (b) after the Effective Time, for Section 6.09, each Party agrees that (i) their respective representations, warranties, covenants and agreements set forth herein are solely for the benefit of the other Parties, in accordance with and subject to the terms of this Agreement and (ii) this Agreement is not intended to, and does not, confer upon any Person other than the Parties any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The Financing Parties and each of their respective Affiliates and their respective current, former and future direct or indirect equity holders, controlling persons, stockholders, agents, Affiliates, members, managers, general or limited partners, assignees or representatives (collectively, the "Financing Source Parties") shall be express third-party beneficiaries with respect to Section 8.02(d), Section 8.03(d), this Section 9.07, Section 9.08, Section 9.11(b) and Section 9.12 (collectively, the "DFS Provisions").

SECTION 9.08 Governing Law. This Agreement, and all Claims or causes of action of the Parties (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) that may be based on, arise out of or relate to this Agreement or the negotiation, execution, performance or subject matter hereof, shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to principles of conflict of laws, except (a) to the extent any mandatory provisions of the General Business and Corporation Law of the State of Missouri govern and (b) as otherwise set forth in the Debt Letters as in effect as of the date of this Agreement, all matters relating to the interpretation, construction, validity and enforcement (whether at law, in equity, in contract, in tort, or otherwise) against any of the Financing Source Parties in any way relating to the Debt Letters or the performance thereof or the Financing, shall be exclusively governed by, and construed in accordance with, the domestic Law of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction that would cause the application of Law of any jurisdiction other than the State of New York.

SECTION 9.09 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by any of the Parties without the prior written consent of the other Parties. Any purported assignment without such consent shall be void; provided that Parent may make as assignment of its rights (but not its obligations) under this Agreement to any Financing Party without the prior written consent of the Company. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

SECTION 9.10 Specific Enforcement. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that, at any time prior to the termination of this Agreement pursuant to Article VIII, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of terms and provisions of this Agreement, including the right of a Party to cause each other Party to consummate the Merger and the other transactions contemplated by this Agreement, in any court referred to in Section 9.11, without proof of actual damages (and each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach. If any Party brings any Claim to enforce specifically the performance of the terms and provisions of this Agreement when expressly available to such Party pursuant to the terms of this Agreement, then, notwithstanding anything to the contrary herein, the End Date shall automatically be extended by the period of time between the commencement of such Claim and the date on which such Claim is fully and finally resolved.

SECTION 9.11 Jurisdiction; Venue.

(a) All Claims arising from, under or in connection with this Agreement shall be raised to and exclusively determined by the courts of the State of Kansas located in Shawnee County or, if such court disclaims jurisdiction, the U.S. District Court for the District of Kansas, to whose jurisdiction and venue the Parties unconditionally consent and submit. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of Claim arising out of this Agreement in such court and hereby further irrevocably and unconditionally waives and agree not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum. Each Party further agree that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 9.02 hereof shall be effective service of process for any Claim brought against such Party in any such court.

(b) Notwithstanding anything to the contrary in this Agreement (including this Section 9.11), each Party agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law

or in equity, whether in contract or in tort or otherwise, against the Financing Source Parties in any way relating to this Agreement, including any dispute arising out of the Debt Letters or the performance thereof or the Financing, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and of the appropriate appellate courts therefrom).

SECTION 9.12 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE MERGER (INCLUDING ANY PROCEEDING AGAINST THE FINANCING SOURCE PARTIES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY, THE DEBT LETTERS, THE FINANCING OR THE PERFORMANCE OF SERVICES WITH RESPECT THERETO). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.12.

SECTION 9.13 Construction. Each of the Parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

SECTION 9.14 Liability of Financing Source Parties. Notwithstanding anything to the contrary contained herein, the Company agrees that neither it nor any other Company Related Party (other than Parent and the Merger Sub) shall have any rights or claims against any Financing Source Parties in connection with this Agreement, the Financing or the transactions contemplated hereby or thereby, and no Financing Source Parties shall have any rights or claims against any Company Related Party (other than Parent and the Merger Sub) in connection with this Agreement, the Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise; provided that, following consummation of the Merger, the foregoing will not limit the rights of the parties to the Financing under the Debt Letters. In addition, in no event will any Financing Source Parties be liable for consequential, special, exemplary, punitive or indirect damages (including any loss of profits, business or anticipated savings) or damages of a tortious nature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, each as of the date first written above.

WESTAR ENERGY, INC.

By: /s/ Mark A. Ruelle
Name: Mark A. Ruelle
Title: President and Chief Executive Officer

GREAT PLAINS ENERGY INCORPORATED

By: /s/ Terry Bassham
Name: Terry Bassham
Title: Chairman of the Board, President and Chief Executive Officer

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

**EXHIBIT A**

**DEFINED TERMS**

Section 1.01 Certain Defined Terms. For purposes of this Agreement, each of the following terms has the meaning specified in this Section 1.01 of Exhibit A:

"Affiliate" of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. Solely for purposes of Sections 4.05, 4.08, and 4.09, the Person set forth on Exhibit A of the Parent Disclosure Letter and any of its Affiliates shall be deemed an Affiliate of Parent.

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and all laws, rules, and regulations of any jurisdiction applicable to the Company and its Affiliates concerning or relating to bribery or corruption.

"Antitrust Laws" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, all applicable state, foreign or supranational antitrust Laws and all other applicable Laws issued by a Governmental Entity that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Average Parent Stock Price" means the volume-weighted average price per share of Parent Common Stock on the NYSE (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by the parties based on all NYSE trades in Parent Common Stock during the primary trading sessions from 9:30 a.m., New York City time, to 4:00 p.m., New York City time, and not an average of the daily averages) for the twenty consecutive full trading days in which shares of Parent Common Stock are traded on the NYSE ending on, and including, the third trading day immediately preceding the Closing Date. The Average Parent Stock Price shall be calculated to the nearest one-hundredth of one cent.

"Business Day" means any day except for (a) a Saturday or a Sunday or (b) a day on which banking and savings and loan institutions are authorized or required by Law to be closed in Topeka, Kansas or New York, New York.

"Claim" means any demand, claim, suit, action, legal proceeding (whether at law or in equity, civil, criminal, administrative or investigative) or arbitration.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Benefit Agreement" means each employment, consulting, bonus, incentive or deferred compensation, equity or equity-based compensation, severance, change-in-control, retention, termination or other material Contract between the Company or any Company Subsidiary, on the one hand, and any Company Personnel, on the other hand.

"Company Benefit Plan" means each (a) employee benefit plan (as defined in Section 3(3) of ERISA, whether or not subject to ERISA) or post-retirement or employment health or medical plan, program, policy or arrangement, (b) bonus, incentive or deferred compensation or equity or equity-based compensation plan, program, policy or arrangement, (c) severance, change-in control, retention or termination plan, program, policy or arrangement or (d) other compensation, pension, retirement, savings or other benefit plan, program, policy or arrangement, in each case, sponsored, maintained, contributed to or required to be maintained or contributed to by the Company or any Company Subsidiary for the benefit of any Company Personnel, or for which the Company or any Company Subsidiary has any direct or indirect liability.

"Company Commonly Controlled Entity" means any person or entity that, together with the Company, is treated as a single employer under Section 414 of the Code.

"Company Financial Advisor" means any Person set forth in Section 3.20 of the Company Disclosure Letter.

"Company Material Adverse Effect" means any fact, circumstance, effect, change, event or development that has or would reasonably be expected to have a material adverse effect on the business, properties, financial condition or results of operations of the Company and the Company Subsidiaries, taken as a whole; provided that no fact, circumstance, effect, change, event or development resulting from or arising out of any of the following, individually or in the aggregate, shall constitute or be taken into account in determining whether a Company Material Adverse Effect has occurred: (a) any change or condition affecting any industry in which the Company or any Company Subsidiary operates, including electric generating, transmission or distribution industries (including, in each case, any changes in the operations thereof); (b) any change affecting any economic, legislative or political condition or any change affecting any securities, credit, financial or other capital markets condition, in each case in the United States, in any foreign jurisdiction or in any specific geographical area; (c) any failure in and of itself by the Company or any Company Subsidiary to meet any internal or public projection, budget, forecast, estimate or prediction in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taking into account in determining whether there has or will be, a Company Material Adverse Effect); (d) any change attributable to the announcement, execution or delivery of this Agreement or the pendency of the Merger, including (i) any action taken by the Company or any Company Subsidiary that is expressly required pursuant to this Agreement, or is consented to by Parent, or any action taken by Parent or any Affiliate thereof, to obtain any Consent from any Governmental Entity to the consummation of the Merger and the result of any such actions, (ii) any Claim arising out of or related to this Agreement (including shareholder litigation), (iii) any adverse change in supplier, employee, financing source, shareholder, regulatory, partner or similar relationships resulting therefrom or (iv) any change that arises out of or relates to the identity of Parent or any of its Affiliates as the acquirer of the Company; (e) any change or condition affecting the market for commodities, including any change in the price or availability of commodities; (f) any change in and of itself in the market price, credit rating or trading volume of shares of Company Common Stock on the NYSE or any change affecting the ratings or the ratings outlook for the Company or any Company Subsidiary (it being understood that the facts or occurrences giving rise to or

contributing to such failure may be deemed to constitute, or be taking into account in determining whether there has or will be, a Company Material Adverse Effect); (g) any change in applicable Law, regulation or GAAP (or authoritative interpretation thereof); (h) geopolitical conditions, the outbreak or escalation of hostilities, any act of war, sabotage or terrorism, or any escalation or worsening of any such act of war, sabotage or terrorism threatened or underway as of the date of this Agreement; (i) any fact, circumstance, effect, change, event or development resulting from or arising out of or affecting the national, regional, state or local engineering or construction industries or the wholesale or retail markets for commodities, materials or supplies (including equipment supplies, steel, concrete, electric power, fuel, coal, natural gas, water or coal transportation) or the hedging markets therefor, including any change in commodity prices; (j) any hurricane, strong winds, ice event, fire, tornado, tsunami, flood, earthquake or other natural disaster or severe weather-related event, circumstance or development or (k) any change or effect arising from any requirements imposed by any Governmental Entities as a condition to obtaining the Company Required Statutory Approvals or the Parent Required Statutory Approvals; provided, however, that any fact, circumstance, effect, change, event or development set forth in clauses (a), (b), (e), (g) and (h) above may be taken into account in determining whether a Company Material Adverse Effect has occurred solely to the extent such fact, circumstance, effect, change, event or development has a materially disproportionate adverse effect on the Company and the Company Subsidiaries, taken as a whole, as compared to other entities (if any) engaged in the relevant business in the geographic area affected by such fact, circumstance, effect, change, event or development (in which case, only the incremental disproportionate impact may be taken into account in determining whether there has been, or would be, a Company Material Adverse Effect, to the extent such change is not otherwise excluded from being taken into account by clauses (a)–(j) of this definition).

"Company Performance Unit" means any share unit payable in shares of Company Common Stock or whose value is determined with reference to the value of shares of Company Common Stock that are subject to performance-based vesting granted under the Company Stock Plan.

"Company Personnel" means any current or former director, officer or employee of the Company or any Company Subsidiary.

"Company Related Party" means the Company, any holder of Company Common Stock and each of their respective Affiliates and their and their respective Affiliates' Representatives.

"Company Restricted Share Unit" means any share unit payable in shares of Company Common Stock or whose value is determined with reference to the value of shares of Company Common Stock granted that are subject to time-based vesting under the Company Stock Plan.

"Company Stock Plan" means the Long-Term Incentive and Share Award Plan as amended and in effect from time to time.

"Company Union Contracts" means the Contracts set forth in Section 3.10 of the Company Disclosure Letter.

"Contract" means any written or oral contract, lease, license, evidence of indebtedness, mortgage, indenture, purchase order, binding bid, letter of credit, security agreement, undertaking or other agreement that is legally binding.

"Designated Person" means any Person listed on a Sanctions List.

"Disclosure Letters" means, collectively, the Company Disclosure Letter and the Parent Disclosure Letter.

"Environmental Claim" means any Claim against, or any investigation as to which the Company or any Company Subsidiary has received written notice of, the Company or any Company Subsidiary asserted by any Person alleging liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) or responsibility arising out of, based on or resulting from (a) the presence or Release of or exposure to any Hazardous Materials at any location, whether or not owned or operated by the Company or any Company Subsidiary, or (b) any violation or alleged violation of Environmental Law or any Environmental Permit.

"Environmental Laws" means all applicable Laws issued, promulgated by or with any Governmental Entity relating to pollution or protection of or damage to the environment (including ambient air, surface water, groundwater, land surface, subsurface and sediments), natural resources, endangered or threatened species, the climate or human health and safety as it relates to exposure to hazardous or toxic materials, including Laws relating to the exposure to Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Good Utility Practice" means (a) any of the practices, methods and acts engaged in or approved by a significant portion of the electric generating, transmission or distribution industries, as applicable, during the relevant time period or (b) any of the practices, methods or acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition; provided that Good Utility Practice is not intended to be limited to optimum practices, methods or acts to the exclusion of all others but rather to be acceptable practices, methods or acts generally accepted in the geographic location of the performance of such practice, method or act.

"Governmental Entity" means any U.S. or foreign federal, state, provincial or local governmental authority, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, including any governmental, quasi-governmental or nongovernmental body administering, regulating, or having general oversight over any energy-related markets, or any court, arbitrator, arbitration panel or similar judicial body.

"Hazardous Materials" means (a) petroleum, coal tar and other hydrocarbons and any derivatives or by-products, coal, coal combustion products, residues, or emissions, fly ash, bottom ash, flue gas desulfurization material, explosive or radioactive materials or wastes,

asbestos in any form, polychlorinated biphenyls, urea formaldehyde insulation, chlorofluorocarbons and other ozone-depleting substances and (b) any other chemical, material, substance or waste that is regulated or for which liability or standards of care are imposed under any Environmental Law.

"Indebtedness" means, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money (other than intercompany indebtedness), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person evidenced by letters of credit, bankers' acceptances or similar facilities to the extent drawn upon by the counterparty thereto, (d) all capitalized lease obligations of such Person and (d) all guarantees or other assumptions of liability for any of the foregoing.

"Intellectual Property" means all intellectual property and industrial property rights of any kind or nature, including all U.S. and foreign trademarks, service marks, service names, internet domain names, trade dress and trade names, and all goodwill associated therewith and symbolized thereby, patents and all related continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, and extensions thereof, trade secrets, registered and unregistered copyrights and works of authorship, proprietary rights in databases to the extent recognized in any given jurisdiction, and registrations and applications for registration of any of the foregoing.

"Judgment" means a judgment, order, decree, ruling, writ, assessment or arbitration award of a Governmental Entity of competent jurisdiction.

"Knowledge" means (i) with respect to the Company, the actual knowledge of the individuals listed in Section 1.01 of the Company Disclosure Letter and (ii) with respect to the Parent or the Merger Sub, the actual knowledge of the individuals listed in Section 1.01 of the Parent Disclosure Letter.

"Law" means any domestic or foreign, federal, state, provincial or local statute, law, ordinance, rule, binding administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Governmental Entity, including the rules and regulations of the NYSE, the FERC, the KCC and the NRC.

"NYSE" means the New York Stock Exchange.

"Organizational Documents" means any corporate, partnership or limited liability organizational documents, including certificates or articles of incorporation, bylaws, certificates of formation, operating agreements (including limited liability company agreement and agreements of limited partnership), certificates of limited partnership, partnership agreements, shareholder agreements and certificates of existence, as applicable.

"Parent Articles of Incorporation Amendment" means the amendment to the Articles of Incorporation of Parent to be filed with the Secretary of State of the State of Missouri to increase the authorized number of capital stock of Parent.

"Parent Benefit Plan" means each (a) employee benefit plan (as defined in Section 3(3) of ERISA, whether or not subject to ERISA) or post-retirement or employment health or medical

plan, program, policy or arrangement, (b) bonus, incentive or deferred compensation or equity or equity-based compensation plan, program, policy or arrangement, (c) severance, change-in control, retention or termination plan, program, policy or arrangement or (d) other compensation, pension, retirement, savings or other benefit plan, program, policy or arrangement, in each case, sponsored, maintained, contributed to or required to be maintained or contributed to by Parent or any Parent Subsidiary for the benefit of any Parent Personnel, or for which Parent or any Parent Subsidiary has any direct or indirect liability.

"Parent Deferred Share Units" means any director deferred share unit issued pursuant to the Parent Stock Plan.

"Parent Material Adverse Effect" means any fact, circumstance, effect, change, event or development that has or would reasonably be expected to have (i) a material and adverse effect on the ability of Parent or Merger Sub to consummate, or that would reasonably be expected to prevent or materially impede, interfere with or delay Parent or Merger Sub's consummation of, the transactions contemplated by this Agreement or (ii) a material adverse effect on the business, properties, financial condition or results of operations of Parent and the Parent Subsidiaries, taken as a whole; provided that no fact, circumstance, effect, change, event or development resulting from or arising out of any of the following, individually or in the aggregate, shall constitute or be taken into account in determining whether a Parent Material Adverse Effect has occurred: (a) any change or condition affecting any industry in which Parent or any Parent Subsidiary operates, including electric generating, transmission or distribution industries (including, in each case, any changes in the operations thereof); (b) any change affecting any economic, legislative or political condition or any change affecting any securities, credit, financial or other capital markets condition, in each case in the United States, in any foreign jurisdiction or in any specific geographical area; (c) any failure in and of itself by Parent or any Parent Subsidiary to meet any internal or public projection, budget, forecast, estimate or prediction in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taking into account in determining whether there has or will be, a Parent Material Adverse Effect); (d) any change attributable to the announcement, execution or delivery of this Agreement or the pendency of the Merger, including (i) any action taken by Parent or any Parent Subsidiary that is expressly required pursuant to this Agreement, or is consented to by the Company, or any action taken by the Company or any Affiliate thereof, to obtain any Consent from any Governmental Entity to the consummation of the Merger and the result of any such actions, (ii) any Claim arising out of or related to this Agreement (including shareholder litigation), (iii) any adverse change in supplier, employee, financing source, shareholder, regulatory, partner or similar relationships resulting therefrom or (iv) any change that arises out of or relates to the identity of the Company or any of its Affiliates as the target of Parent; (e) any change or condition affecting the market for commodities, including any change in the price or availability of commodities; (f) any change in and of itself in the market price, credit rating or trading volume of shares of Parent Common Stock on the NYSE or any change affecting the ratings or the ratings outlook for Parent or any Parent Subsidiary (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taking into account in determining whether there has or will be, a Parent Material Adverse Effect); (g) any change in applicable Law, regulation or GAAP (or authoritative interpretation thereof); (h) geopolitical conditions, the outbreak or escalation of

hostilities, any act of war, sabotage or terrorism, or any escalation or worsening of any such act of war, sabotage or terrorism threatened or underway as of the date of this Agreement; (i) any fact, circumstance, effect, change, event or development resulting from or arising out of or affecting the national, regional, state or local engineering or construction industries or the wholesale or retail markets for commodities, materials or supplies (including equipment supplies, steel, concrete, electric power, fuel, coal, natural gas, water or coal transportation) or the hedging markets therefor, including any change in commodity prices; (j) any hurricane, strong winds, ice event, fire, tornado, tsunami, flood, earthquake or other natural disaster or severe weather-related event, circumstance or development; (k) any change or effect arising from any requirements imposed by any Governmental Entities as a condition to obtaining the Company Required Statutory Approvals or the Parent Required Statutory Approvals or (l) any failure to obtain the Parent Charter Approval; provided, however, that any fact, circumstance, effect, change, event or development set forth in clauses (a), (b), (e), (g) and (h) above may be taken into account in determining whether a Parent Material Adverse Effect has occurred solely to the extent such fact, circumstance, effect, change, event or development has a materially disproportionate adverse effect on Parent and the Parent Subsidiaries, taken as a whole, as compared to other entities (if any) engaged in the relevant business in the geographic area affected by such fact, circumstance, effect, change, event or development (in which case, only the incremental disproportionate impact may be taken into account in determining whether there has been, or would be, a Parent Material Adverse Effect, to the extent such change is not otherwise excluded from being taken into account by clauses (a)–(j) of this definition).

"Parent Personnel" means any current or former director, officer or employee of Parent or any Parent Subsidiary.

"Parent Performance Share Awards" means performance share awards granted pursuant to the Parent Stock Plan payable upon the achievement of certain performance measures.

"Parent Stock Plan" means the Parent Long-Term Incentive and Share Award Plan as amended and in effect from time to time.

"Parent Utility Sub" means Kansas City Power & Light Company, a Missouri corporation.

"Permit" means a franchise, license, permit, authorization, variance, exemption, order, registration, clearance or approval of a Governmental Entity.

"Person" means any natural person, firm, corporation, partnership, company, limited liability company, trust, joint venture, association, Governmental Entity or other entity.

"Regulatory Material Adverse Effect" means any undertakings, terms, conditions, liabilities, obligations, commitments, sanctions or other measures that, individually or in the aggregate, would have or would be reasonably likely to have, a material adverse effect on the financial condition, assets, liabilities, businesses or results of operations of Parent and its Subsidiaries, taken as a whole, after giving effect to the Merger (such that Parent and its Subsidiaries shall include the Company and its Subsidiaries); provided that for this purpose Parent and its Subsidiaries (including the Company and its Subsidiaries) shall be deemed to be a consolidated group of entities of the size and scale of a hypothetical company that is 100% of the size and scale of the Company and its Subsidiaries, taken as a whole.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, surface water, groundwater, land surface, subsurface and sediments).

"Required Financial Information" means, with respect to the Company and its Subsidiaries, all information, financial statements and financial data of the type required by Regulation S-X and Regulation S-K under the Securities Act for registered offerings of debt or equity securities and of a type and form customarily included in private placements pursuant to Rule 144A under the Securities Act (including, to the extent applicable with respect to such financial statements, the report of the Company's auditors thereon and any necessary consents to filing such report in any filings with the SEC) to consummate an offering of secured or unsecured senior notes and/or senior subordinated notes (including pro forma financial information for historical periods) and drafts of comfort letters customary for registered offerings of debt or equity securities or private placements under Rule 144A under the Securities Act by auditors of the Company which such auditors have prepared to issue at the time of pricing of a debt or equity securities offering and the closing thereof upon completion of customary procedures.

"Sanctions" means (a) economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government and administered by OFAC, (b) economic or financial sanctions imposed, administered or enforced from time to time by the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury, and (c) economic or financial sanctions imposed, administered or enforced from time to time by the United Nations Security Council, the European Union, or Her Majesty's Treasury.

"Sanctioned Country" means a country or territory which is at any time subject to Sanctions.

"Sanctions List" means any of the lists of specially designated nationals or designated persons or entities (or equivalent) held by the U.S. government and administered by OFAC, the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury or any similar list maintained by any other U.S. government entity, the United Nations Security Council, the European Union, or Her Majesty's Treasury, in each case as the same may be amended, supplemented or substituted from time to time.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, more than 50% of the equity interests of which) is owned directly or indirectly by such first Person.

"Tax Return" means all Tax returns, declarations, statements, reports, schedules, forms and information returns, including any amended Tax returns relating to Taxes.

"Taxes" means (a) all taxes, customs, tariffs, imposts, levies, duties, other like assessments or charges in the nature of a tax imposed by a Governmental Entity, together with all interest, penalties and additions imposed with respect to such amounts and (b) any liability for any item described in clause (a) payable by reason of Contract, assumption, transferee or successor liability, operation of Law or otherwise, and in each case whether disputed or otherwise.

"Utility Subsidiaries" means the Subsidiaries of the Company set forth in Section 3.19(a) of the Company Disclosure Letter.

Section 1.02 Other Defined Terms. In addition to the defined terms set forth in Section 1.01 of this Exhibit A, each of the following capitalized terms has the respective meaning specified in the Section set forth opposite such term below:

| Term | Section |
|---|---|
| Agreement | Preamble |
| Articles of Merger | 1.03 |
| Bankruptcy and Equity Exceptions | 3.04 |
| Book-Entry Shares | 2.02(b)(i) |
| Cash Consideration | 2.01(a)(ii) |
| Certificate | 2.02(b)(i) |
| Closing | 1.04 |
| Closing Date | 1.04 |
| Commitment Letter | 4.10 |
| Company | Preamble |
| Company Acquisition Agreement | 5.03(b) |
| Company Adverse Recommendation Change | 5.03(b) |
| Company Articles | 3.01 |
| Company Board | Recitals |
| Company Board Recommendation | 3.04 |
| Company Bylaws | 3.01 |
| Company Common Stock | 2.01(a)(i) |
| Company Disclosure Letter | Article III |
| Company DRIP | 5.01(a)(iv) |
| Company Employee | 6.10(a) |
| Company Financial Statements | 3.06(a) |
| Company Indemnified Parties | 6.09(a) |
| Company Intervening Event | 5.03(f)(iii) |
| Company Projections | 3.22 |
| Company Recommendation Change Notice | 5.03(c) |
| Company Reports | 3.06(a) |
| Company Required Consents | 3.05(a) |
| Company Required Statutory Approvals | 3.05(b)(iv) |
| Company Risk Management Guidelines | 5.01(a)(xvii) |
| Company Shareholder Approval | 3.04 |
| Company Shareholders Meeting | 3.04 |
| Company Subsidiaries | 3.01 |
| Company Takeover Proposal | 5.03(f)(i) |
| Company Termination Fee | 8.02(b)(ii) |
| Company Voting Debt | 3.03(b) |
| Confidentiality Agreement | 6.02(b) |
| Consent | 3.05(b) |
| Continuation Period | 6.10(a) |
| Controlled Group Liability | 3.09(d) |
| Debt Letters | 4.10 |

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|---|---|
| DFS Provisions | 9.07 |
| Dissenting Shares | 2.04(a) |
| Effective Time | 1.03 |
| End Date | 8.01(b)(i) |
| Environmental Permit | 3.14(a)(i) |
| Equity Securities | 3.03(b) |
| Exchange Act | 3.05(b)(i) |
| Exchange Agent | 2.02(a) |
| Exchange Fund | 2.02(a) |
| Exchange Ratio | 2.01(a)(ii) |
| FERC | 3.05(b)(iv) |
| Filed Company Contract | 3.15(a) |
| Filing | 3.05(b) |
| Final Order | 7.01(b) |
| Financing | 4.10 |
| Financing Parties | 5.05(b) |
| Financing Source Parties | 9.07 |
| Form S-4 | 6.01(a) |
| FPA | 3.05(b)(iv) |
| GAAP | 3.06(a) |
| HSR Act | 3.05(b)(ii) |
| Insurance Policies | 3.18 |
| IRS | 3.09(b) |
| KCC | 3.05(b)(iv) |
| KGCC | 1.02 |
| Legal Restraint | 7.01(c) |
| Liens | 3.02 |
| Maximum Amount | 6.09(c) |
| Merger | 1.02 |
| Merger Consideration | 2.01(a)(ii) |
| Merger Sub | Preamble |
| NRC | 3.05(b)(iv) |
| Other Equity-Based Right | 2.03(c) |
| Parent | Preamble |
| Parent Acquisition Agreement | 5.04(b) |
| Parent Adverse Recommendation Change | 5.04(b) |
| Parent Board | Recitals |
| Parent Board Recommendation | 4.04 |
| Parent Charter Approval | 4.04 |
| Parent Common Stock | 2.01(a)(ii) |
| Parent Disclosure Letter | Article IV |
| Parent Equity Securities | 4.03(b) |
| Parent Fiduciary Out Termination Fee | 8.02(b)(iii) |
| Parent Financial Statements | 4.06(a) |
| Parent Intervening Event | 5.04(f)(iii) |
| Parent No Vote Termination Fee | 8.02(b)(vi) |

| | |
|---|---|
| Parent Preferred No Par Stock | 4.03(a) |
| Parent Preferred Par Value Stock | 4.03(a) |
| Parent Preference Stock | 4.03(a) |
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| Parent Utilities | 4.14(b) |
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| PUHCA 2005 | 3.19(a) |
| Representatives | 5.03(a) |
| Represented Employee | 6.10(b) |
| Required Consents | 4.05(a) |
| Required Statutory Approvals | 4.05(b)(iii) |
| SEC | 3.05(b)(i) |
| Securities Act | 3.05(b)(i) |
| Stock Consideration | 2.01(a)(ii) |
| Substitute Financing | 5.05(e) |
| Superior Company Proposal | 5.03(f)(ii) |
| Superior Parent Proposal | 5.04(f)(ii) |
| Surviving Corporation | 1.02 |
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| Transaction Litigation | 6.04 |
| WARN | 3.10 |
| Willful Breach | 8.02(e) |

EXHIBIT B

**REGULATORY COMMITMENTS**

Parent agrees that the initial application submitted to the Kansas Corporation Commission with respect to the Merger will include specific commitments and agreements consistent with the items set forth below.

Although the Merger is not subject to an approval proceeding in Missouri, Parent would expect to make similar commitments and agreements for the benefit of the Missouri customers of its utility subsidiaries in the context of future rate case proceedings of its utility subsidiaries before the Missouri Public Service Commission.

1. Customer rates

    a. *Transaction costs and acquisition premium* – Parent will agree not to seek rate recovery of any transaction costs (including advisory fees), acquisition premiums, goodwill or control premiums or fees incurred in connection with the transaction.

    b. *Rate case filing plans* – Parent plans, consistent with its current business plan for its electric utilities, to file general rate proceedings for each of those electric utilities and anticipates filing a general rate proceeding for the acquired utility subsidiaries consistent with its current business plans.

    c. *Allocation of costs among affiliates* – Parent agrees that each of its utility subsidiaries will provide an updated cost allocation manual to the Kansas Corporation Commission explaining the basis of allocation factors used to assign costs to each utility, and will further agree that the Kansas Corporation Commission may examine accounting records of its affiliates to determine the reasonableness of such allocation factors and cost assignments.

2. Financial integrity

    a. *Protection from adverse capital cost impacts* – Parent will agree that its subsidiary utilities' capital costs used to set rates shall not increase as a result of the transaction.

    b. *Transaction financing* – Parent will agree that its subsidiaries' utility customers shall not bear any financing costs associated with the transaction, including, but not limited to, any interest expense associated with any debt issued to finance the transaction and any replacement or refinancing of such debt.

    c. *Capital structures of Parent and utility subsidiaries* – Parent and its utility subsidiaries will maintain separate capital structures to finance the activities and operations of each entity unless otherwise approved by the Kansas Corporation Commission. Parent and its utility subsidiaries will maintain separate debt, which is separately rated by national credit rating agencies, so that none will be responsible for the debts of affiliated companies and separate preferred stock, if any, unless otherwise authorized by the Kansas Corporation Commission. Parent and its utility subsidiaries will maintain investment grade credit ratings.

d. *Other financing-related matters* – Parent will agree that utility subsidiaries shall not guarantee notes (or enter into make-well agreements, etc.) of one another, or Parent or any of Parent's other affiliates, absent prior approval of the Kansas Corporation Commission; that no utility stock or assets shall be pledged as collateral for obligations of any entity other than the utility absent prior approval of the Kansas Corporation Commission; and that each utility subsidiary shall be held harmless from any business and financial risk exposures associated with another utility subsidiary, Parent or its other affiliates.

3. Capital requirements – Parent acknowledges that its utility subsidiaries (existing and proposed) need significant amounts of capital to invest in energy supply and delivery infrastructure (including, but not limited to, renewable energy resources and other environmental sustainability initiatives such as energy efficiency and demand response programs) and acknowledges that meeting these capital requirements of its utility subsidiaries will be considered a high priority by Parent's board of directors and executive management and that Parent's access to capital post-transaction will permit it and its utility subsidiaries to satisfy all of such capital requirements.

4. Service quality and reliability – Parent will agree to reasonable conditions, including compliance with KCC standards issued in Docket No. 02-GIME-365-GIE, regarding customer service quality and reliability reporting.

5. Books, records and information – Parent agrees that it and its utility subsidiaries and other affiliates will maintain separate books and records and that Parent will agree to reasonable conditions regarding access by regulators to information, books and records.

6. Collective bargaining – Parent will honor all existing collective bargaining agreements.

7. Low-income assistance – Parent will agree that each of its utility subsidiaries will maintain and promote low-income assistance programs consistent with those in place prior to the transaction.

8. Charitable and community involvement – Parent will maintain aggregate Kansas charitable contributions and community support at 2015 levels for at least five years after closing of the transaction.

**Exhibit I-2**

**Stock Purchase Agreement**
**by and between**
**OCM Credit Portfolio LP**
**and**
**Great Plains Energy Incorporated**
**Dated as of May 29, 2016**

**STOCK PURCHASE AGREEMENT**

**by and between**

**OCM CREDIT PORTFOLIO LP**

**and**

**GREAT PLAINS ENERGY INCORPORATED**

**Dated as of May 29, 2016**

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**STOCK PURCHASE AGREEMENT**

This STOCK PURCHASE AGREEMENT, dated as of May 29, 2016 (this "Agreement"), is by and between OCM Credit Portfolio LP, a limited partnership organized under the laws of Ontario (the "Investor") and Great Plains Energy Incorporated, a Missouri corporation (the "Company"). Each of the Investor and the Company may be referred to from time to time in this Agreement as a "Party" and, together, as "Parties".

W I T N E S S E T H:

WHEREAS, the Company desires to issue and sell to the Investor, and the Investor desires to purchase from the Company, 750,000 shares of the Preferred Stock (as defined herein) designated as "7.25% Mandatory Convertible Preferred Stock, Series A" ("Series A Preferred Stock" and, such shares, the "Acquired Series A Shares"), having the terms set forth in the Certificate of Designation (the "Series A Certificate"), in substantially the form attached to this Agreement as Exhibit A, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Series A Preferred Stock will be convertible into shares of common stock, without par value, of the Company (the "Common Stock"), as set forth in the Series A Certificate;

WHEREAS, at the Closing (as defined herein), the Parties will execute and deliver an Investor Rights Agreement, in substantially the form attached to this Agreement as Exhibit B (the "Investor Rights Agreement");

WHEREAS, prior to the date hereof, the Investor and OMERS Administration Corporation, a corporation organized under the laws of Ontario ("OMERS Administration Corporation") have entered into an equity commitment letter (the "Equity Commitment Letter"), dated as of the date of this Agreement, pursuant to which OMERS Administration Corporation has, among other things, and subject to the terms and conditions thereof, committed to provide equity financing to the Investor in the amount set forth therein in connection with the transactions contemplated hereby; and

WHEREAS, the Company has agreed to pay, or cause to be paid, to the Investor (i) simultaneously with the execution of this Agreement, a nonrefundable fee equal to $15,000,000 and (ii) upon the Closing, a fee equal to $15,000,000.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Company and the Investor hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.01 Certain Defined Terms.

"Acquired Series A Shares" shall have the meaning set forth in the Recitals.

"Action" means any claim, action, suit, arbitration, inquiry, grievance, proceeding, hearing, investigation, or administrative decision-making or rulemaking process by or before any Governmental Authority.

"Affiliate" means, with respect to any Person or group of Persons, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person or group of Persons.

"Agreement" or "this Agreement" shall have the meaning set forth in the Preamble, and shall include the Exhibits hereto and all amendments hereto made in accordance with the provisions hereof.

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and all laws, rules, and regulations of any jurisdiction applicable to the Company and its Affiliates concerning or relating to bribery or corruption.

"Beneficially Owns" means with respect to any Person, the direct or indirect "beneficial ownership" by such Person of securities, including securities beneficially owned by others with whom such Person has agreed to act together for the purpose of acquiring, holding, voting or disposing of such securities, as determined pursuant to Rule 13d-3 and Rule 13d-5 under the Exchange Act and shall include securities that are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty's Affiliates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such Person or any of such Person's Affiliates is a Receiving Party; provided, however, that the number of shares of Common Stock or Series A Preferred Stock that a Person is deemed to be the beneficial owner of, or to beneficially own, in connection with a particular Derivatives Contract shall not exceed the number of Notional Shares with respect to such Derivatives Contract; provided, further, that the number of securities beneficially owned by each Counterparty (including its Affiliates) under a Derivatives Contract shall be deemed to include all securities that are beneficially owned, directly or indirectly, by any other Counterparty (or any of such other Counterparty's Affiliates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty's Affiliates) is a Receiving Party, with this provision being applied to successive Counterparties as appropriate. Similar terms such as "Beneficial Ownership" and "Beneficial Owner" shall have the corresponding meanings.

"Burdensome Condition" shall have the meaning set forth in Section 5.03(d).

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the city of New York, New York or Toronto, Ontario. In the event that any action is required or permitted to be taken under this Agreement on or by a date that is not a Business Day, such action may be taken on or by the Business Day immediately following such date.

"Closing" shall have the meaning set forth in Section 2.03.

"Closing Date" shall have the meaning set forth in Section 2.03.

"Closing Equity Commitment Premium" shall have the meaning set forth in Section 5.07.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" shall have the meaning set forth in the Recitals.

"Company" shall have the meaning set forth in the Preamble.

"Company Benefit Plan" means each (a) employee benefit plan (as defined in Section 3(3) of ERISA, whether or not subject to ERISA) or post-retirement or employment health or medical plan, program, policy or arrangement, (b) bonus, incentive or deferred compensation or equity or equity-based compensation plan, program, policy or arrangement, (c) severance, change-in control, retention or termination plan, program, policy or arrangement or (d) other compensation, pension, retirement, savings or other benefit plan, program, policy or arrangement, in each case, sponsored, maintained, contributed to or required to be maintained or contributed to by the Company or any Subsidiary of the Company for the benefit of any current or former director, officer or employee of the Company or any of its Subsidiaries, or for which the Company or any of its Subsidiaries has any direct or indirect liability.

"Company Board" shall have the meaning set forth in Section 2.04(c).

"Company Equity Securities" shall have the meaning set forth in Section 3.03(b).

"Company Future Approvals" shall have the meaning set forth in Section 3.06(b).

"Company Permits" shall have the meaning set forth in Section 3.18.

"Company Plans" shall have the meaning set forth in Section 3.20(a).

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated as of May 2, 2016, between OMERS Capital Markets, a division of OMERS Administration Corporation, and the Company.

"control" (including the terms "controlled by" and "under common control with") means, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, through the ownership of a majority of the outstanding voting securities or by otherwise manifesting the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Deductible" shall have the meaning set forth in Section 8.03(b)(i).

"Derivatives Contract" means a contract between two parties (the "Receiving Party" and the "Counterparty") that is designed to produce economic benefits and risks to the Receiving Party that correspond substantially to the ownership by the Receiving Party of a number of shares of Common Stock or Series A Preferred Stock specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "Notional Shares"), regardless of whether obligations under such contract are required or permitted to be settled

through the delivery of cash, Common Stock, Series A Preferred Stock or other property, without regard to any short position under the same or any other Derivative Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate federal governmental authority shall not be deemed to be Derivatives Contracts.

"Designated Person" means any Person listed on a Sanctions List.

"Disclosure Schedules" shall have the meaning set forth in the preamble to Article III.

"Energy Regulatory Laws" means applicable Laws administered by the Federal Energy Regulatory Commission or state energy regulatory commissions.

"Environment" means surface waters, groundwaters, soil, subsurface strata and ambient air.

"Environmental Laws" means all Laws, now or hereafter in effect and as amended, relating to the Environment, health, safety, natural resources or Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; and the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §§ 301 et seq.

"Equity Commitment Letter" shall have the meaning set forth in the Recitals.

"ERISA" shall have the meaning set forth in Section 3.20(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fundamental Representations" shall have the meaning set forth in Section 7.01.

"Future Approvals" shall have the meaning set forth in Section 4.05(b).

"GAAP" means United States generally accepted accounting principles in effect from time to time applied consistently throughout the periods involved.

"Governmental Authority" means any supranational, national, federal, state, municipal or local governmental or quasi-governmental or regulatory authority (including a national securities exchange or other self-regulatory body), agency, governmental department, court, commission, board, bureau or other similar entity, domestic or foreign or any arbitrator or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority with competent jurisdiction.

"Hazardous Materials" means (a) petroleum and petroleum products, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls and radon gas, (b) any other chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law, and (c) any other chemical, material or substance that is regulated by or subject of liability pursuant to any Environmental Law.

"Hedging Arrangements" means a hedge, call, swap, collar, floor, cap, option, forward sale or purchase or other contract or similar arrangement (including any obligations to purchase or sell any commodity or security at a future date for a specific price) with respect to any Company Equity Securities or debt or hybrid securities of the Company.

"Incremental Shares" shall have the meaning set forth in Section 2.01(c).

"Indemnified Company Entities" shall have the meaning set forth in Section 8.02.

"Indemnified Entities" shall have the meaning set forth in Section 8.02.

"Indemnified Investor Entities" shall have the meaning set forth in Section 8.01.

"Indemnified Party" shall have the meaning set forth in Section 8.04(a).

"Indemnifying Party" shall have the meaning set forth in Section 8.04(a).

"Investor" shall have the meaning set forth in the Preamble.

"Investor Future Approvals" shall have the meaning set forth in Section 4.05(b).

"Investor Interests" shall have the meaning set forth in Section 4.03(a).

"Investor Rights Agreement" shall have the meaning set forth in the Recitals.

"Knowledge" means, with respect to any Person, the actual knowledge after reasonable inquiry of the officers of such Person.

"Law" means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, or rule of law (including common law) of any Governmental Authority, and any judicial or administrative interpretation thereof, including any Governmental Order.

"Lien" or "Liens" shall have the meaning set forth in Section 2.04(a).

"Loss" or "Losses" shall have the meaning set forth in Section 8.01.

"Mandatory Conversion Date" shall have the meaning set forth in the Series A Certificate.

"Material Adverse Effect" means any fact, circumstance, effect, change, event or development that has or would reasonably be expected to have (i) a material and adverse effect on the ability of the Company or, with respect to the Sky Merger Agreement, Merger Sub to consummate, or that would reasonably be expected to prevent or materially impede, interfere with or delay the Company's or Merger Sub's consummation of, the transactions contemplated by this Agreement or the Sky Merger Agreement or (ii) a material adverse effect on the business, properties, financial condition or results of operations of the Company and its Subsidiaries (including Sky and its Subsidiaries), taken as a whole; provided that no fact, circumstance, effect, change, event or development resulting from or arising out of any of the following, individually or in the aggregate, shall constitute or be taken into account in determining whether a Material Adverse Effect has occurred: (a) any change or condition affecting any industry in which the Company or any of its Subsidiaries operates, including electric generating, transmission or distribution industries (including, in each case, any changes in the operations thereof); (b) any change affecting any economic, legislative or political condition or any change affecting any securities, credit, financial or other capital markets condition, in each case in the United States, in any foreign jurisdiction or in any specific geographical area; (c) any failure in and of itself by the Company or any of its Subsidiaries to meet any internal or public projection, budget, forecast, estimate or prediction in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taking into account in determining whether there has or will be, a Material Adverse Effect); (d) any change attributable to the announcement, execution or delivery of this Agreement, the Sky Merger Agreement or the pendency of the Sky Merger, including (i) any action taken by the Company or any of its Subsidiaries that is expressly required pursuant to this Agreement or the Sky Merger Agreement, or is consented to by the Investor, or any action taken by the Company or any Affiliate thereof, to obtain the approval of any Governmental Authority from any Governmental Authority to the consummation of the Sky Merger or the transactions contemplated by this Agreement and the result of any such actions, (ii) any claim arising out of or related to the Sky Merger Agreement (including shareholder litigation), (iii) any adverse change in supplier, employee, financing source, shareholder, regulatory, partner or similar relationships resulting therefrom or (iv) any change that arises out of or relates to the identity of Sky or any of its Affiliates as the target of the Company; (e) any change or condition affecting the market for commodities, including any change in the price or availability of commodities; (f) any change in and of itself in the market price, credit rating or trading volume of shares of Common Stock on the NYSE or any change affecting the ratings or the ratings outlook for the Company or any of its Subsidiaries (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taking into account in determining whether there has or will be, a Material Adverse Effect); (g) any change in applicable Law, regulation or GAAP (or authoritative interpretation thereof); (h) geopolitical conditions, the outbreak or escalation of hostilities, any act of war, sabotage or terrorism, or any escalation or worsening of any such act of war, sabotage or terrorism threatened or underway as of the date of this Agreement; (i) any fact, circumstance, effect, change, event or development resulting from or arising out of or affecting the national, regional, state or local engineering or construction industries or the wholesale or retail markets for commodities, materials or supplies (including equipment

supplies, steel, concrete, electric power, fuel, coal, natural gas, water or coal transportation) or the hedging markets therefor, including any change in commodity prices; (j) any hurricane, strong winds, ice event, fire, tornado, tsunami, flood, earthquake or other natural disaster or severe weather-related event, circumstance or development; or (k) any change or effect arising from any Governmental Authority as a condition to obtaining the Company Required Statutory Approvals or the Parent Required Statutory Approvals (each as defined in the Sky Merger Agreement); provided, however, that any fact, circumstance, effect, change, event or development set forth in clauses (a), (b), (e), (g) and (h) above may be taken into account in determining whether a Material Adverse Effect has occurred solely to the extent such fact, circumstance, effect, change, event or development has a materially disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, as compared to other entities (if any) engaged in the relevant business in the geographic area affected by such fact, circumstance, effect, change, event or development (in which case, only the incremental disproportionate impact may be taken into account in determining whether there has been, or would be, a Material Adverse Effect, to the extent such change is not otherwise excluded from being taken into account by clauses (a)–(j) of this definition).

"Material Contracts" shall have the meaning set forth in Section 3.13.

"Merger Sub" shall have the meaning set forth in the Sky Merger Agreement.

"NYSE" means the New York Stock Exchange.

"OFAC" means the Office of Foreign Assets Control of the US Department of the Treasury.

"OMERS Administration Corporation" shall have the meaning set forth in the Recitals.

"OMERS Transferee" has the meaning set forth in Section 10.06.

"Party" or "Parties" shall have the meaning set forth in the Preamble.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a "Person" under Section 13(d)(3) of the Exchange Act.

"Preferred Stock" shall have the meaning set forth in Section 3.03(a).

"Preferred No Par Stock" shall have the meaning set forth in Section 3.03(a).

"Preferred Par Value Stock" shall have the meaning set forth in Section 3.03(a).

"Purchase Price" shall have the meaning set forth in Section 2.02.

"Representatives" means, with respect to a specified Person, the officers, directors, managers, employees, agents, counsel, accountants, investment bankers, and other representatives of such Person.

"Sanctions" means (a) economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government and administered by OFAC, (b) economic or financial sanctions imposed, administered or enforced from time to time by the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury, and (c) economic or financial sanctions imposed, administered or enforced from time to time by the United Nations Security Council, the European Union, or Her Majesty's Treasury.

"Sanctioned Country" means a country or territory which is at any time subject to Sanctions.

"Sanctions List" means any of the lists of specially designated nationals or designated persons or entities (or equivalent) held by the U.S. government and administered by OFAC, the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury or any similar list maintained by any other U.S. government entity, the United Nations Security Council, the European Union, or Her Majesty's Treasury, in each case as the same may be amended, supplemented or substituted from time to time.

"SEC" means the United States Securities and Exchange Commission.

"SEC Reports" shall have the meaning set forth in the preamble to Article III.

"Securities Act" means the Securities Act of 1933, as amended.

"Series A Certificate" shall have the meaning set forth in the Recitals.

"Series A Preferred Stock" shall have the meaning set forth in the Recitals.

"Series A Shareholder Approval" shall have the meaning set forth in Section 5.08(b).

"Sky" means Westar Energy, Inc., a Kansas corporation.

"Sky Closing" means the "Closing" as defined in the Sky Merger Agreement.

"Sky Merger" means the merger to be consummated pursuant to the terms and conditions of the Sky Merger Agreement

"Sky Merger Agreement" means the Agreement and Plan of Merger, dated as of May 29, 2016, by and among Sky, the Company and Merger Sub.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, more than 50% of the equity interests of which) is owned directly or indirectly by such first Person.

"Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, intangible property, excise, sales, use, capital stock, accumulation of earnings, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs' duties, tariffs, and similar charges. It also includes any withholding taxes, which the Company or any of its Subsidiaries is required by any Governmental Authority to withhold on behalf of any Person, and to remit to any Governmental Authority.

"Tax Returns" means any return, declaration, report, election, claim for refund or information return or other statement or form relating to Taxes, filed or required to be filed with any government or taxing authority, including any schedule or attachment thereto or any amendment thereof.

"Transaction Documents" means, collectively, this Agreement, the Equity Commitment Letter and the Investor Rights Agreement.

Section 1.02 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Recital, Section, Exhibit or Schedule, such reference is to an Article, Recital or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation;"

(d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) the definitions of terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(f) any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor Laws;

(g) references to a Person are also to its successors and permitted assigns;

(h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise; and

(i) references to "$" or "dollars" are references to U.S. dollars.

## ARTICLE II

## PURCHASE AND SALE

Section 2.01 Purchase and Sale of the Shares.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, the Company shall issue to the Investor, and the Investor shall purchase, accept and acquire from the Company, the Acquired Series A Shares, in exchange for the Purchase Price; provided that the number of the Acquired Series A Shares shall be reduced to the extent the Investor would own Acquired Series A Shares, on an as-converted basis, representing in excess of 9.99% of the outstanding shares of the Common Stock (calculated on an as-converted basis with respect to the Acquired Series A Shares) such that the Acquired Series A Shares, on an as-converted basis, represent 9.99% of the outstanding shares of Common Stock (calculated on an as-converted basis with respect to the Acquired Series A Shares); provided further that such reduction shall not be made if (i) at least three (3) Business Days prior to the Closing, the Investor provides written notice to the Company of the Investor's election to waive such reduction and (ii) all regulatory approvals required for the Investor to acquire and own Acquired Series A Shares that, on an as-converted basis, represent in excess of 9.99% of the outstanding shares of Common Stock (calculated on an as-converted basis with respect to the Acquired Series A Shares) have been received.

(b) If the Purchase Price is reduced pursuant to Section 2.02 as a result of the reduction in the number of Series A Shares in accordance with Section 2.01(a), then, if the Company determines to issue or sell any capital stock or other equity securities of the Company during the twenty-four (24) months after the Closing Date, the Company shall consider in good faith allowing the Investor to purchase capital stock or securities in such offering with a dollar value equal to the amount by which the Purchase Price was so reduced.

(c) At any time from and after the date of this Agreement, upon a written request from the Investor, the Company and the Investor shall use reasonable best efforts to agree to and enter into a voting agreement on customary terms pursuant to which the Investor shall agree to vote all Common Stock Beneficially Owned by the Investor (including Common Stock to be issued upon conversion of the Acquired Series A Shares and any Common Stock received by the Investor as a dividend on Acquired Series A Shares) in excess of 9.99% of the outstanding shares of the Common Stock (calculated on an as-converted basis with respect to the Acquired Series A Shares) (such excess amount, from time to time, the "Incremental Shares") for or against any matter to be voted on by the Company's equityholders in the same proportion as the Company's equityholders other than the Investor vote on such matter until such time as the Investor elects to terminate such voting agreement (which termination shall be effective only at such time as all regulatory approvals required for the Investor to exercise voting rights with respect to the Incremental Shares have been received).

Section 2.02 Purchase Price. The purchase price for the Acquired Series A Shares shall be $750,000,000 (the "Purchase Price"), reflecting a price of $1,000 per share of Series A Preferred Stock; provided that if the number of Acquired Series A Shares is reduced in accordance with Section 2.01(a), the Purchase Price shall be correspondingly reduced such that the Purchase Price will equal the product of (a) the number of Acquired Series A Shares (as so reduced) and (b) $1,000.

Section 2.03 Closing. Subject to the terms and conditions of this Agreement, the issuance, sale and purchase of the Acquired Series A Shares contemplated by this Agreement shall take place at a closing (the "Closing") to be held at 10:00 a.m. (New York time) at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036 on a date to be mutually agreed by the Parties which date shall be no later than the later of (a) the date of the Sky Closing and (b) the Business Day after the date that each of the conditions set forth in Article VI have been satisfied or have been waived (other than such conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) (such date, the "Closing Date"), or at such other date, time and place as the Company and the Investor may mutually agree upon in writing.

Section 2.04 Closing Deliveries by the Company. At the Closing, the Company shall deliver or cause to be delivered to the Investor:

(a) a certificate or certificates or appropriate evidence of a book entry transfer representing the Acquired Series A Shares registered in the name of the Investor, free and clear of all pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever (collectively, "Liens") other than transfer restrictions set forth in the Investor Rights Agreement and applicable federal and state securities Laws;

(b) the officer's certificate contemplated in Section 6.03(e);

(c) a true and complete copy, certified by the Secretary or an Assistant Secretary of the Company, without incurring personal liability, of the resolutions duly and validly adopted by the board of directors of the Company (the "Company Board") evidencing its due authorization of the execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby, including the issuance of the Acquired Series A Shares;

(d) a certificate from the Company dated as of the Closing Date, to the effect that the Company is not a foreign person pursuant to Treasury Regulation Section 1.1445-2(b)(2);

(e) the opinion contemplated in Section 6.03(h);

(f) the Investor Rights Agreement, duly executed by the Company;

(g) a copy of the articles of incorporation of the Company, certified by the Secretary of State of Missouri and dated as of a recent date, evidencing the amendment of such articles of incorporation to reflect the Series A Shareholder Approval and the filing of the Series A Certificate; and

(h) subject to Section 2.06, the Closing Equity Commitment Premium, without any deduction, withholding or set-off of any kind, by wire transfer in immediately available funds to a bank account to be designated by the Investor in a written notice to the Company at least five (5) Business Days prior to the Closing.

Section 2.05 Closing Deliveries by the Investor. At the Closing, the Investor shall deliver to the Company:

(a) the Purchase Price without any deduction, withholding or set-off of any kind, by wire transfer in immediately available funds to a bank account to be designated by the Company in a written notice to the Investor at least five (5) Business Days prior to the Closing;

(b) the officer's certificate contemplated in Section 6.02(c);

(c) a true and complete copy, certified by an authorized Representative of the Investor, without personal liability, of the resolutions duly and validly adopted by the board of directors, general partner or other applicable governing body of the Investor evidencing the due authorization of the execution and delivery of this Agreement, the Equity Commitment Letter and the Investor Rights Agreement and the consummation of the transactions contemplated hereby and thereby; and

(d) the Investor Rights Agreement, duly executed by the Investor.

Section 2.06 Set-Off. The Investor will offset the Closing Equity Commitment Premium for which it is entitled to at the Closing against the Purchase Price to be paid at the Closing.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As an inducement to the Investor to enter into this Agreement, the Company hereby represents and warrants to the Investor, that, except as otherwise disclosed (i) in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 or any other reports and forms of the Company or its Subsidiaries filed with the SEC under Sections 12, 13, 14 or 15(d) of the Exchange Act after December 31, 2015 (excluding disclosures of risks included in any forward-looking statement disclaimers or other statements that are similarly non-specific and are predictive and forward-looking in nature) and on or before the date of this Agreement (the "SEC Reports") or (ii) in a correspondingly identified schedule attached hereto (such schedules, collectively, the "Disclosure Schedules"):

Section 3.01 Due Organization and Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the Law of the State of Missouri and has all necessary corporate power and authority to enter into each of the Transaction Documents, to carry out its obligations hereunder and thereunder, to consummate the transactions contemplated hereby and thereby, and to own, lease and operate its properties, and to conduct the businesses currently and customarily carried on by it. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, except where the failure so to qualify or to be in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. True, complete and correct copies of the Company's articles of incorporation and by-laws, each as in effect as of the date of this Agreement, have previously been made available to the Investor.

Section 3.02 Subsidiaries. Each of the Company's Subsidiaries has been duly organized and is validly existing as a corporation or other legal entity in good standing under the Law of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties, and to conduct its business and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, except where the failure so to qualify or to be in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All the outstanding shares of capital stock, voting securities of, and other equity interests in, each Subsidiary of the Company have been validly issued and are fully paid and nonassessable and are owned by the Company, by another Subsidiary of the Company or by the Company and another Subsidiary of the Company, free and clear of (a) all Liens and (b) any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock, voting securities or other equity interests), except, in the case of the foregoing clauses (a) and (b), as imposed by the Sky Merger Agreement, this Agreement, the organizational documents of the Subsidiaries of the Company or applicable securities Laws.

Section 3.03 Capitalization.

(a) As of the date hereof, the authorized capital stock of the Company consists of (i) 390,000 shares of $100.00 par value cumulative preferred stock ("Preferred Par Value Stock"), (ii) 1,572,000 shares of cumulative preferred stock without par value ("Preferred No Par Stock"), (iii) 11,000,000 shares of preference stock without par value ("Preferred Stock") and (iv) 250,000,000 shares of Common Stock. At the close of business on May 26, 2016, (v) 390,000 shares of Preferred Par Value Stock were issued and outstanding, (w) no shares of Preferred No Par Stock were issued and outstanding, (x) no shares of Preferred Stock were issued and outstanding, (y) 154,721,791 shares of Common Stock were issued and outstanding and (z) 130,893 shares of Common Stock were held by the Company in its treasury. At the close of business on March 31, 2016, an aggregate of 4,554,118 shares of Common Stock were available for issuance pursuant to the Company Benefit Plans. At the close of business on May 26, 2016, an aggregate of 1,370,304 shares of Common Stock were issuable upon the settlement of performance share awards and the conversion of deferred share units of the Company (assuming full satisfaction of the applicable service conditions and maximum attainment of the applicable performance goals).

(b) All outstanding shares of Common Stock are, and all shares of Common Stock that may be issued upon the conversion of deferred share units of the Company or the settlement of performance share awards of the Company, will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any preemptive or similar right. Except as set forth in this Section 3.03 or Section 3.03(b) of the Disclosure Schedules or pursuant to the terms of this Agreement or the Sky Merger Agreement, there are not issued, reserved for issuance or outstanding, and there are not any outstanding obligations of the Company or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, (i) any capital stock of the Company or any of its Subsidiaries or any securities of the Company or any of its Subsidiaries convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity interests in, the Company or any of its Subsidiaries or (ii) any warrants, calls, options or other rights to acquire from the Company or any of its Subsidiaries, or any other obligation of the Company or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock or voting securities of, or other equity interests in, the Company or any of its Subsidiaries (the foregoing clauses (i) and (ii), collectively, "Company Equity Securities"). Except pursuant to the Company Benefit Plans, there are not any outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Equity Securities. There is no outstanding indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of the Company may vote. No Subsidiary of the Company owns any shares of Common Stock. Neither the Company nor any of its Subsidiaries is a party to any voting agreement with respect to the voting of any capital stock or voting securities of, or other equity interests in, the Company.

Section 3.04 Authorization of Agreements; Enforceability. After giving effect to the Series A Shareholder Approval, each of the Transaction Documents, the performance by the Company of its obligations thereunder, and the consummation by the Company of the transactions contemplated thereby will have been duly authorized by all requisite corporate action on the part of the Company and the Company Board. This Agreement has been and, prior to the Closing, the Investor Rights Agreement will be, validly executed and delivered by the Company and, after giving effect to the Series A Shareholder Approval, constitutes or will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally. Without limiting the generality of the foregoing, except for the Series A Shareholder Approval, no approval by the shareholders of the Company is required in connection with the Transaction Documents, the performance by the Company of its obligations thereunder, or the consummation by the Company of the transactions contemplated thereby.

Section 3.05 Absence of Defaults and Conflicts. The execution and delivery by the Company of this Agreement does not, and the execution and delivery of the Investor Rights Agreement will not, and the consummation of the transactions contemplated hereby and thereby and compliance with the provisions hereof and thereof will not (i) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any material obligation or to the loss of a material

benefit under any loan, guarantee of indebtedness or credit agreement, note, bond, mortgage, indenture, deed of trust, lease, agreement, contract, instrument, permit, concession, franchise, right or license binding upon the Company or any of its Subsidiaries or result in the creation of any Liens upon any of the properties or assets of the Company or any of its Subsidiaries, (ii) conflict with or result in any violation of any provision of the articles of incorporation or by-laws or other equivalent organizational document, in each case as amended, of the Company or any of its Subsidiaries, or (iii) conflict with or violate any applicable Law, other than, in the case of clauses (i) and (iii), any such violation, conflict, default, termination, cancellation, acceleration, right, loss or Lien that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Governmental Approvals.

(a) The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any Governmental Authority or other Person pursuant to any Law or requirement in effect on the date of this Agreement in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than in connection with or in compliance with (i) the listing of the shares of Common Stock issuable upon the conversion of the Acquired Series A Shares pursuant to the rules and regulations of the NYSE and (ii) the filing of the amendment to the articles of incorporation of the Company with the Secretary of State of the State of Missouri to reflect the authorization of the Series A Preferred Stock and the terms of the Series A Certificate, and, subject to the accuracy of the representations and warranties of the Investor in Section 4.05, no authorization, consent, order, license, permit or approval of, or registration, declaration, notice or filing with, any Governmental Authority may be necessary, under applicable Law in effect on the date of this Agreement, for the consummation by the Company of the transactions contemplated by the Transaction Documents, except, in each case, for such authorizations, consents, approvals or filings that, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) In connection with (i) the conversion of the Acquired Series A Shares into Common Stock, (ii) the right of the holders of Series A Preferred Stock to vote with respect to the Common Stock on an as-converted basis pursuant to Section 14(b) of the Series A Certificate, (iii) the designation by the Investor of two directors to the Company Board pursuant to Section 8 of the Investor Rights Agreement, or (iv) the designation by the Investor of an observer to the Company Board pursuant to Section 9 of the Investor Rights Agreement, the Company may be required to obtain the consents, waivers, authorizations or orders of, to give the notices to, or to make filings or registrations with, Governmental Authorities or other Persons pursuant to Laws or requirements as set forth on Schedule 3.06 of the Disclosure Schedules (collectively, the "Company Future Approvals").

Section 3.07 Regulatory Status; Energy Regulatory Laws.

(a) The Company is a public utility holding company under the Public Utility Holding Company Act of 2005.

(b) Except as set forth in Schedule 3.07b(i) of the Disclosure Schedules, none of the Subsidiaries of the Company is regulated as a public utility under the Federal Power Act. Except as set forth in Schedule 3.07b(ii) of the Disclosure Schedules, none of the Subsidiaries of the Company is regulated as a public utility, electric utility or gas utility, or similar utility designation, under the applicable Law of any state.

(c) All filings required to be made by the Company or any Subsidiary of the Company since January 1, 2014, with the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation, the Federal Communications Commission and state energy regulatory commissions, as the case may be, have been made, including all forms, statements, reports, agreements and all documents, exhibits, amendments and supplements appertaining thereto, including all rates, tariffs and related documents, and all such filings complied, as of their respective dates, with all applicable requirements of applicable statutes and the rules and regulations promulgated thereunder, except for filings the failure of which to make or the failure of which to make in compliance with all applicable requirements of applicable statutes and the rules and regulations promulgated thereunder, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) The business of the Company and its Subsidiaries is and has been conducted at all times in compliance in all material respects with all Energy Regulatory Laws and no Action by or before any court or Governmental Authority or any arbitrator involving the Company or its Subsidiaries with respect to the Energy Regulatory Laws is pending or, to the Knowledge of the Company, threatened, except, in each case, as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Authorization of the Acquired Series A Shares. Prior to Closing the Acquired Series A Shares will be duly authorized for issuance and sale to the Investor pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued, fully paid and non-assessable. The issuance of the Acquired Series A Shares pursuant to this Agreement is not subject to preemptive or other similar rights of any securityholder of the Company.

Section 3.09 Reports.

(a) The SEC Reports, when they became effective or were filed with the SEC, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the SEC thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make such statements, in the light of the circumstances in which they were made, not misleading.

(b) Since December 31, 2015 to the date of this Agreement, the Company and each of its Subsidiaries have filed all material reports, registrations and statements, together with any required amendments thereto, that it was required to file with the SEC or any other Governmental Authority, except where the failure to file any such report, registration or statement, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.10 Financial Statements; Controls.

(a) Each of the consolidated financial statements of the Company included in the SEC Reports complied at the time it was filed as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, was prepared in accordance with GAAP (except, in the case of unaudited quarterly financial statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods and as of the dates involved (except as may be indicated in the notes thereto) and fairly presents in all material respects, in accordance with GAAP, the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited quarterly financial statements, to normal year-end audit adjustments).

(b) The Company maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15 or 15d-15, as applicable, under the Exchange Act). Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP in all material respects. The Company maintains "disclosure controls and procedures" required by Rule 13a-15 or 15d-15 under the Exchange Act that are effective to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company has disclosed, based on its most recent evaluation prior to the date of this Agreement, to the Company's outside auditors and the audit committee of the Company Board (1) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (2) any fraud, known to the Company, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

Section 3.11 No Undisclosed Liabilities. As of the date of this Agreement, neither the Company nor any Subsidiary of the Company has any liability of any nature that is required by GAAP to be set forth on a consolidated balance sheet of the Company and its Subsidiaries, except liabilities (i) reflected or reserved against in the most recent audited balance sheet (including the notes thereto) of the Company and its Subsidiaries included in the SEC Reports, (ii) incurred in the ordinary course of business consistent with past practice after March 31, 2016, (iii) incurred in connection with the Sky Merger or any other transaction or agreement contemplated by this Agreement or the Sky Merger Agreement or (iv) that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.12 No Material Adverse Change in Business. From December 31, 2015 to the date of this Agreement, each of the Company and its Subsidiaries has conducted its

respective business in the ordinary course of business in all material respects, and during such period there has not occurred any fact, circumstance, effect, change, event or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.13 Material Contracts. Each contract, document or other agreement described or referred to in the SEC Reports (such contracts, "Material Contracts") is in full force and effect and is valid and enforceable by and against the parties thereto in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). None of the Company, any Subsidiary of the Company, or, to the Knowledge of the Company, any other party is in default in the observance or performance of any material term or obligation to be performed by it under any Material Contract.

Section 3.14 Real Property. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the Company and its Subsidiaries has either good fee title or valid leasehold, easement or other real property rights, to the land, buildings, wires, pipes, structures and other improvements thereon and fixtures thereto necessary to permit it to conduct its business as currently conducted. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and except as the enforceability thereof may be limited by bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (a) all leases, easements or other agreements under which the Company or any Company Subsidiary lease, access, use or occupy real property necessary to permit it to conduct its business as currently conducted are valid, binding and in full force and effect against the Company or its Subsidiaries and, to the Knowledge of the Company, the counterparties thereto, in accordance with their respective terms, and (b) none of the Company, its Subsidiaries or, to the Knowledge of the Company, the counterparties thereto is in default under any of such leases, easements or other agreements described in the foregoing clause (a).

Section 3.15 Taxes. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) (i) Each of the Company and its Subsidiaries has timely filed, taking into account all valid extensions, all Tax Returns required to have been filed and such Tax Returns are accurate and complete and (ii) all Taxes have been timely paid in full (whether or not shown or required to be shown as due on any Tax Return);

(b) each of the Company and its Subsidiaries has withheld and timely remitted to the appropriate Governmental Authority all Taxes required to be withheld from amounts owing to any employee, creditor or third party;

(c) (i) no audit, examination, investigation or other proceeding is pending with any Governmental Authority with respect to any unpaid Taxes asserted against the Company or any of its Subsidiaries; and neither the Company nor any of its Subsidiaries has

received notice of any threatened audit, examination, investigation or other proceeding from any Governmental Authority for any unpaid Taxes asserted against the Company or any of its Subsidiaries, which have not been fully paid or settled, and (ii) neither the Company nor any of its Subsidiaries has granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any Tax which has not yet expired;

(d) (i) neither the Company nor any of its Subsidiaries had any liabilities for unpaid Taxes as of the date of the latest balance sheet included in the consolidated financial statements of the Company that had not been accrued or reserved on such balance sheet in accordance with GAAP and (ii) neither the Company nor any of its Subsidiaries has incurred any liability for Taxes since the date of the latest balance sheet included in the consolidated financial statements of the Company except in the ordinary course of business;

(e) neither the Company nor any of its Subsidiaries has any liability for Taxes of any Person (except for the Company or any of its Subsidiaries) arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign Law, as a transferee or successor or by contract;

(f) within the past three (3) years, neither the Company nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" in a distribution intended to qualify for tax-free treatment under Section 355 of the Code;

(g) neither the Company nor any of its Subsidiaries has participated in any "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b)(2) or Treasury Regulations Section 301.6111-2(b) in any Tax year for which the statute of limitations has not expired; and

(h) there are no Liens on any of the assets of the Company or any or its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax.

Section 3.16 Absence of Proceedings. Except as set forth in Schedule 3.16 of the Disclosure Schedules, there is no Action before or brought by any Governmental Authority, now pending or, to the Knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries, which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or that relates to or challenges the validity or propriety of any of the Transaction Documents or the transactions contemplated thereby.

Section 3.17 Compliance with Laws. The Company and its Subsidiaries are in compliance with, and conduct their businesses in conformity with, all applicable Law (including Anti-Corruption Laws), except where the failure to be in compliance or conformity would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. None of the Company, its Subsidiaries or their respective directors or officers, or to the Knowledge of the Company, their respective employees, agents, Affiliates, or representatives: (a) is a Designated Person, (b) is a Person that is owned or controlled by a Designated Person; (c) is located, organized or resident in a Sanctioned Country or (d) has directly or indirectly engaged in, or is now directly or indirectly engaged in, any dealings or transactions (i) with any Designated Person, (ii) in any Sanctioned Country, or (iii) otherwise in violation of Sanctions.

Section 3.18 Permits. The Company and its Subsidiaries are in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances, permissions, qualifications and registrations and orders of any Governmental Authority necessary for the Company and its Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (the "Company Permits"), except where the failure to have any of the Company Permits would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All Company Permits are valid and in full force and effect, except where the failure to be in full force and effect would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company is, and each of its Subsidiaries is, in compliance with the terms and requirements of such Company Permits, except where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.19 Environment. Except as set forth on Section 3.19 of the Disclosure Schedules or as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect:

(a) The Company and its Subsidiaries have been and are in compliance with all applicable Environmental Laws, including, but not limited to, possessing all permits and other governmental authorizations required for their operations under applicable Environmental Laws;

(b) There is no pending or, to the Knowledge of the Company, threatened Action pursuant to any Environmental Law against the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has received written notice from any Person, including, but not limited to, any Governmental Authority, alleging that the Company or any of its Subsidiaries has been or is in violation or potentially in violation of any applicable Environmental Law or otherwise may be liable under any applicable Environmental Law, which violation or liability is unresolved. Neither the Company nor any of its Subsidiaries is a party or subject to any material Governmental Order pursuant to Environmental Law; and

(c) With respect to any real property that is currently owned, leased or operated by the Company or any of its Subsidiaries, or was formerly owned, leased or operated by the Company or any of its Subsidiaries, (i) there have been no releases, spills or discharges of Hazardous Materials on, underneath, or migrating to or from any of such real property and (ii) there is no storage or disposal of Hazardous Materials at any such real property, that in either case is reasonably likely to result in an obligation to remediate such environmental condition pursuant to applicable Environmental Law in effect as of the Closing Date or result in liability pursuant to applicable Environmental Law in effect as of the Closing Date with respect to remediation conducted by other Persons.

Section 3.20 Employee Benefits/Labor.

(a) All "employee benefit plans", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as to which the Company or any entity which, with the Company, would be deemed to be a single employer

under Section 414(b), (c), (m) or (o) of the Code, may have any liability and that are subject to Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code shall be referred to herein as "Company Plans".

(b) No liability has been incurred under Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code that would reasonably be expected to have a Material Adverse Effect, and, to the Knowledge of the Company, no facts exist or events have occurred that would reasonably be expected to result in any such liability that would reasonably be expected to have a Material Adverse Effect. There has been no adverse change in the funded status of the Company Plans and each other pension and other post-employment benefit plans (as such terms are used in Statement of Financial Accounting Standards No. 158) with respect to which the Company may have any liability, considered individually and in the aggregate, since December 31, 2015, that could reasonably be expected to have a Material Adverse Effect.

(c) Except as would, individually or in the aggregate, not reasonably be expected to have a Material Adverse Effect, the consummation of the transactions contemplated hereby will not result in an increase in the amount of, or acceleration in the timing of payment of vesting of, any compensation payable or awarded by the Company or any of its Subsidiaries to any of its or their employees under any employment agreements, plans or programs of the Company or any of its Subsidiaries. Except as disclosed in the SEC Reports or Schedule 3.20(c) of the Disclosure Schedules, no employee compensation or other employment-related liabilities have been incurred that could reasonably be expected to result in a Material Adverse Effect and no facts exist or events have occurred that could reasonably be expected to result in any such liability that would reasonably be expected to have a Material Adverse Effect.

(d) Except as disclosed in Schedule 3.20(d) of the Disclosure Schedules, as of the date of this Agreement or would, individually or in the aggregate, not reasonably be expected to have a Material Adverse Effect: (i) the Company and each of its Subsidiaries is not a party to any collective bargaining agreement or other contract or agreement with any labor organization or other representative of any of the employees of the Company or any Subsidiary, nor is any such contract or agreement presently being negotiated; (ii) no campaigns are being conducted to solicit cards from any of the employees of the Company or any of its Subsidiaries to authorize representation by any labor organization, and no such campaigns have been conducted within the past three years; (iii) no labor strike, slowdown, work stoppage, dispute, lockout or other labor controversy is in effect or threatened in writing, and neither the Company nor any of its Subsidiaries has experienced any such labor controversy within the past three years; (iv) no unfair labor practice charge or complaint is pending or threatened in writing with respect to any employment practices of the Company or any of its Subsidiaries; (v) no action, complaint, charge, inquiry, proceeding or investigation by or on behalf of any current or former employee, labor organization or other representative of the employees of the Company or any of its Subsidiaries (including persons employed jointly by such entities with any other staffing or other similar entity) is pending or threatened in writing; and (vi) the Company and each of its Subsidiaries are in compliance with all applicable Laws, agreements, contracts, policies, plans and programs relating to employment, employment practices, compensation, benefits, hours, terms and conditions of employment, and the termination of employment, the classification of employees as exempt or non-exempt from overtime pay requirements, the provision of meal and rest breaks and pay for all working time, and the proper classification of individuals as non-employee contractors or consultants.

Section 3.21 Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the business in which the Company and its Subsidiaries are engaged, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.22 No Broker's Fees. Neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Investor for a brokerage commission, finder's fee or like payment in connection with the issuance and sale of the Acquired Series A Shares.

Section 3.23 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. The Investor acknowledges that the Company makes no representations or warranties as to any matter whatsoever except as expressly set forth in this Agreement or in any certificate delivered by the Company to the Investor in accordance with the terms hereof, and specifically (but without limiting the generality of the foregoing) that the Company makes no representations or warranties with respect to (X) any projections, estimates or budgets delivered or made available to the Investor (or any of its affiliates, officers, directors, employees or representatives) of future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of the Company and its Subsidiaries, or (Y) the future business and operations of the Company and its Subsidiaries.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

As an inducement to the Company to enter into this Agreement, the Investor hereby represents and warrants to the Company that, except as otherwise disclosed in the Disclosure Schedules:

Section 4.01 Due Organization of the Investor. The Investor has been duly organized and is validly existing as a limited partnership in good standing under the Law of Ontario and has all necessary power and authority to enter into this Agreement and the Investor Rights Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. OMERS Administration Corporation has been duly organized and is validly existing as a corporation under the Law of Ontario and has all necessary power and authority to enter into the Equity Commitment Letter, to carry out its obligations thereunder, and to consummate the transactions contemplated thereby.

Section 4.02 Authorization of Agreements; Enforceability. Each of this Agreement, the Equity Commitment Letter and the Investor Rights Agreement, the performance by the Investor and OMERS Administration Corporation of its obligations hereunder and thereunder, and the consummation by the Investor of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited partnership action on the part of the Investor. This Agreement and the Equity Commitment Letter have been and, prior to the Closing, the Investor Rights Agreement will be, validly executed and delivered by the Investor and OMERS Administration Corporation and constitute or will constitute valid and binding obligations of the Investor and OMERS Administration Corporation, enforceable against the Investor in accordance with their respective terms, except as enforcement may be limited by general principles of equity whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 4.03 Capitalization.

(a) The outstanding equity interest in the Investor consists of one-hundredth percent (0.01%) general partnership interests and ninety-nine and ninety-nine hundredths percent (99.99%) limited partnership interest (the "Investor Interests"). The Investor Interests constitute all of the outstanding membership interests of the Investor. The holders of the Investor Interests have good and marketable title to the Investor Interests free and clear of all Liens, other than Liens arising from the limited partnership agreement of the Investor or pursuant to applicable securities Laws.

(b) As of the date of this Agreement, there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of partnership interests to which the Investor is a party obligating the Investor to (i) issue, transfer or sell any partnership interests or other equity interests of the Investor or securities convertible into or exchangeable for such partnership interests or other equity interests, (ii) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (iii) redeem or otherwise acquire any such partnership interests or other equity interests.

(c) The Investor has no outstanding bonds, debentures, notes or other obligations, the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the holders of partnership interests of the Investor on any matter.

(d) There are no voting trusts or other agreements or understandings to which the Investor is a party with respect to the voting of the partnership interests or other equity interests of the Investor.

Section 4.04 Absence of Defaults and Conflicts. The execution and delivery by the Investor of this Agreement and by OMERS Administration Corporation of the Equity Commitment Letter do not, and the execution and delivery of the Investor Rights Agreement will not, and the consummation of the transactions contemplated hereby and thereby and compliance with the provisions hereof and thereof will not (i) result in any violation of, or default (with or

without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any material obligation or to the loss of a material benefit under any loan, guarantee of indebtedness or credit agreement, note, bond, deed of trust, mortgage, indenture, lease, agreement, contract, instrument, permit, concession, franchise, right or license binding upon the Investor or result in the creation of any Liens upon any of the properties or assets of the Investor or OMERS Administration Corporation, (ii) conflict with or result in any violation of any provision of the limited partnership agreement, as amended, of the Investor or the organizational documents of OMERS Administration Corporation, or (iii) conflict with or violate any applicable Law (including *Ontario Municipal Employees Retirement System Act, 2006* (Ontario), the *Pension Benefits Act* (Ontario) and the *Income Tax Act* (Canada)), other than, in the case of clauses (i) and (iii), any such violation, conflict, default, termination, cancellation, acceleration, right, loss or Lien that would not reasonably be expected to, individually or in the aggregate, materially and adversely affect the consummation of the transactions contemplated by this Agreement, the Equity Commitment Letter or the Investor Rights Agreement, or the performance by the Investor or OMERS Administration Corporation of its obligations hereunder or thereunder.

Section 4.05 Governmental Approvals.

(a) The Investor is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any Governmental Authority or other Person in the United States or Canada pursuant to any Law or requirement in effect on the date of this Agreement in connection with the execution, delivery and performance by the Investor of this Agreement or the Investor Rights Agreement or by OMERS Administration Corporation of the Equity Commitment Letter, and, subject to the accuracy of the representations and warranties of the Company in Section 3.06, no authorization, consent, order, license, permit or approval of, or registration, declaration, notice or filing with, any Governmental Authority may be necessary, under applicable Law in effect on the date of this Agreement, for the consummation by the Investor of the transactions contemplated by this Agreement or the Investor Rights Agreement or by OMERS Administration Corporation of the transactions contemplated by the Equity Commitment Letter, except, in each case, for such authorizations, consents, approvals or filings that, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Equity Commitment Letter or the Investor Rights Agreement or the performance by the Investor or OMERS Administration Corporation of its obligations hereunder or thereunder.

(b) In connection with (i) the conversion of the Acquired Series A Shares into Common Stock, (ii) the right of the holders of Series A Preferred Stock to vote with respect to the Common Stock on an as-converted basis pursuant to Section 14(b) of the Series A Certificate, (iii) the designation by the Investor of two directors to the Company Board pursuant to Section 8 of the Investor Rights Agreement, or (iv) the designation by the Investor of an observer to the Company Board pursuant to Section 9 of the Investor Rights Agreement, the Investor may be required to obtain the consents, waivers, authorizations or orders of, to give the notices to, or to make filings or registrations with, Governmental Authorities or other Persons pursuant to Laws or requirements as set forth on Section 4.05 (collectively, the "Investor Future Approvals" and, together with the Company Future Approvals, the "Future Approvals").

Section 4.06 Absence of Proceedings. There is no Action before or brought by any Governmental Authority, now pending or, to the Knowledge of the Investor, threatened against or affecting the Investor or OMERS Administration Corporation, which would, individually or in the aggregate, reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Equity Commitment Letter or the Investor Rights Agreement or the performance by the Investor or OMERS Administration Corporation of its obligations hereunder or thereunder.

Section 4.07 Ownership of Common Stock. Except for (i) 15,444 shares of Common Stock owned by OMERS Administration Corporation as of the date of this Agreement and (ii) the Acquired Series A Shares which the Investor will acquire at the Closing, none of the Investor or its Affiliates Beneficially Owns any shares of Common Stock, or any securities that are convertible into, or exercisable or exchangeable for, or that represent the right to receive, shares of Common Stock or has entered into any Hedging Arrangement or Derivative Contract.

Section 4.08 Financing. The Investor has, and will have as of the Closing Date, available or accessible to it sufficient funds, committed capital and credit capacity to consummate the transactions contemplated by this Agreement and required for the satisfaction of all of the Investor's obligations under this Agreement, including the payment of the Purchase Price at the Closing, and all related fees and expenses. In no event shall the receipt or availability of funds, capital or capacity be a condition to the Investor's obligations under this Agreement. The Investor has delivered to the Company a true, correct and complete copy of the fully executed Equity Commitment Letter.

Section 4.09 Investment Representations.

(a) The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act and is able to bear the risk of its investment in the Acquired Series A Shares for an indefinite period. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Shares. The Investor is able to bear the economic risk of an investment in the Acquired Series A Shares and is able to afford a complete loss of such investment.

(b) The Investor understands and acknowledges that its purchase of the Acquired Series A Shares involves a high degree of risk and uncertainty. The Investor has sought such accounting, legal and Tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Acquired Series A Shares.

(c) The Investor is purchasing the Acquired Series A Shares for its own account and not with a view to distribution in violation of any securities Laws. The Investor has been advised and understands and acknowledges that the Acquired Series A Shares have not been registered under the Securities Act or under the "blue sky" Laws of any jurisdiction and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by Law and, subject to the Investor Rights Agreement and the terms of the Series A Certificate, the Company is not required to register the Acquired Series A Shares. The Investor will not sell, transfer or otherwise dispose of the

Acquired Series A Shares or any interest therein except in a transaction registered pursuant to the provisions of the Securities Act or in a transaction exempt from or not subject to the registration requirements of the Securities Act. The purchase of the Acquired Series A Shares by the Investor has not been solicited by or through anyone other than the Company.

(d) The Investor understands and acknowledges that, until such time as the Acquired Series A Shares have been registered pursuant to the provisions of the Securities Act, or the Acquired Series A Shares are eligible for resale pursuant to Rule 144 promulgated under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Acquired Series A Shares will bear the following restrictive legend: "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER AND, IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT OR THE ISSUER HAS RECEIVED DOCUMENTATION REASONABLY SATISFACTORY TO IT (WHICH MAY INCLUDE AN OPINION OF COUNSEL) THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS."

(e) The Investor understands and acknowledges that the Acquired Series A Shares are being offered and sold in reliance on a transactional exemption from the registration requirements of federal and state securities Laws, and that the Company is relying in part upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth in this Agreement in (i) concluding that the issuance and sale of the Acquired Series A Shares is a "private offering" and, as such, is exempt from the registration requirements of the Securities Act, and (ii) determining the applicability of such exemptions and the suitability of the Investor to purchase the Acquired Series A Shares.

Section 4.10 No Broker's Fees. Neither the Investor nor any of its Affiliates is a party to any contract, agreement or understanding with any Person that would give rise to a valid claim against the Company for a brokerage commission, finder's fee or like payment in connection with the issuance and sale of the Acquired Series A Shares.

Section 4.11 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. The Company acknowledges that the Investor does not make any representation or warranty as to any matter whatsoever except as expressly set forth in this Agreement or in any certificate delivered by the Investor to the Company in accordance with the terms hereof.

## ARTICLE V

## COVENANTS

Section 5.01 Interim Operations.

(a) Except as set forth in Section 5.01 of the Disclosure Schedules or otherwise contemplated or required by this Agreement, or as required by a Governmental Authority or by applicable Law, or with the prior written consent of the Investor (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the Closing Date, the Company shall not amend any of its organizational documents in a manner in any material respect that would affect the Investor in an adverse manner either as a holder of Series A Preferred Stock or with respect to rights of Investor under any of the Transaction Documents.

(b) From the date of this Agreement until the Closing Date, none of the Investor or its Affiliates shall acquire Beneficially Ownership of any shares of Common Stock, or any securities that are convertible into, or exercisable or exchangeable for, or that represent the right to receive, shares of Common Stock or enter into any Hedging Arrangement or Derivative Contract.

Section 5.02 Investor Rights. Except with the prior written consent of the Investor (such consent not to be unreasonably withheld, delayed or conditioned), the Company shall not, and shall not permit any of its Subsidiaries to:

(a) make any material amendments or modifications to the Sky Merger Agreement or any equity or debt commitment letters in connection therewith, including (i) any change to the mix or amount of the merger consideration, (ii) any changes to the definition of "Company Material Adverse Effect", (iii) the addition or deletion of any conditions to closing of the Sky Merger, (iv) any changes to Section 6.03(c) of the Sky Merger Agreement or the definition of "Regulatory Material Adverse Effect" therein, or (v) the addition of any terms or conditions directly applicable to the Investor or its Affiliates;

(b) waive, or cause to be waived, any Company right under the Sky Merger Agreement or Sky's compliance with any of its obligations under the Sky Merger Agreement, or grant any consent requested by Sky pursuant to the Sky Merger Agreement if such waiver or consent would be reasonably likely to have an adverse effect on Investor, including as a holder of Series A Preferred Stock, in any material respect;

(c) take any action that, or fail to take any action the failure of which to take, would constitute in a breach by the Company or Merger Sub of the Sky Merger Agreement; or

(d) determine that the condition to the Sky Closing set forth in Section 7.03(c) of the Sky Merger Agreement has been satisfied, or waive, or cause to be waived, any condition to closing of the Company under the Sky Merger Agreement.

Section 5.03 Regulatory Approvals; Reasonable Best Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the Investor and the Company shall use their reasonable best efforts, on a cooperative basis, to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to satisfy the conditions to the Closing set forth in Article VI and consummate the transactions contemplated by this Agreement as soon as practicable, including:

(i) using their reasonable best efforts to obtain and maintain all necessary actions or nonactions, waivers, consents and approvals from Governmental Authorities, and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authority;

(ii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement; and

(iii) the execution and delivery of any additional instruments necessary to consummate or evidence the transactions contemplated by this Agreement.

The Parties shall coordinate and use their reasonable best efforts to cause the Closing to occur concurrently with the Sky Closing.

(b) Each of the Investor and the Company shall cooperate in the preparation of any application for any orders, clearances, consents, notices, rulings, exemptions, certificates, no-action letters and approvals reasonably deemed by either the Investor or the Company to be necessary to discharge their respective obligations under this Agreement or otherwise advisable under applicable Law in connection with the transactions contemplated by this Agreement.

(c) Subject to applicable Law, each of the Investor and the Company shall cooperate with and keep each other fully informed as to the status of and the processes and proceedings relating to the actions or activities pursuant to this Section 5.03, and shall promptly notify each other of any material communication from any Governmental Authority in respect of this Agreement or the transactions contemplated hereby, and, unless it consults with the other Party in advance, shall not make any submissions, correspondence or filings, or participate in any communications or meetings with any Governmental Authority in respect of any filings, investigations or other inquiries or proceedings related to this Agreement or the transactions contemplated hereby, and, to the extent not precluded by such Governmental Authority, gives the other Party the opportunity to review drafts of, and provides final copies of, any submissions, correspondence or filings, and to attend and participate in any communications or meetings.

(d) Notwithstanding anything to the contrary contained in this Agreement, each of the Investor and the Company hereby agree and acknowledge that neither of this Section 5.03 nor the “reasonable best efforts” standard shall require, or be construed to require, in order to obtain any permits, consents, approvals or authorizations, or any terminations or waivers of any applicable waiting periods, (i) the Company to propose, negotiate or offer to

effect, or consent or commit to, any terms, condition or restrictions that are reasonably likely to materially and adversely impact the Company's or any of its Subsidiaries' ability to own or operate any of their respective businesses or operations or ability to conduct any such businesses or operations substantially as conducted as of the date of this Agreement, or (ii) the Investor to propose, negotiate or offer to effect, or consent or commit to, any terms, condition or restrictions that are reasonably likely to materially and adversely impact (A) the Investor or OMERS Administration Corporation or any of their respective Subsidiary's or Affiliate's ability to own or operate their respective business or operations or the ability to conduct any such businesses or operations substantially as conducted as of the date of this Agreement or (B) the rights and benefits reasonably expected by the Investor from the transactions contemplated by this Agreement and the Transaction Documents (any such condition, a "Burdensome Condition"). The Parties acknowledge that, among other things, any term, condition or restriction described in the immediately preceding sentence which requires divestiture or transfer of any ownership interest in other assets owned by the Investor or OMERS Administration Corporation or any of their respective Affiliates shall be deemed to be a Burdensome Condition.

(e) In connection with (i) the conversion of the Acquired Series A Shares into Common Stock, (ii) the right of the holders of Series A Preferred Stock to vote with respect to the Common Stock on an as-converted basis pursuant to Section 14(b) of the Series A Certificate, (iii) the designation by the Investor of two directors to the Company Board pursuant to Section 8 of the Investor Rights Agreement, or (iv) the designation by the Investor of an observer to the Company Board pursuant to Section 9 of the Investor Rights Agreement, subject to the terms and conditions of this Agreement, upon the request of the Investor, each of the Investor and the Company shall use their reasonable best efforts, on a cooperative basis, to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause such actions to occur, including cooperating and using the efforts and taking the same actions required in this Section 5.03 to satisfy the conditions to Closing set forth in Article VI and to consummate the transactions contemplated by this Agreement to cause such conversion or designation, as applicable, to occur, including using reasonable best efforts to obtain the Future Approvals consistent with this Section 5.03.

Section 5.04 NYSE Matters. From the date hereof through the Closing, the Company shall use its reasonable best efforts to obtain authorization of the listing of the shares of Common Stock issuable upon conversion of the Acquired Series A Shares, subject only to official notice of issuance. Without limiting the foregoing, prior to Closing, the Company shall, subject to receipt of the Series A Shareholder Approval, (a) file a supplemental listing application with the NYSE to list the shares of Common Stock issuable upon conversion of the Acquired Series A Shares and provide to the NYSE any required supporting documentation, and any other requested information, related to the Acquired Series A Shares and the shares of Common Stock issuable upon conversion of the Acquired Series A Shares and (b) ensure that the issuance of the Acquired Series A Shares and the shares of Common Stock issuable upon conversion of the Acquired Series A Shares is in compliance with applicable NYSE rules and regulations. If the Company applies to have Common Stock or other securities traded on any principal stock exchange or market other than the NYSE, it shall include in such application the shares of Common Stock issuable upon conversion of the Acquired Series A Shares and will take such other action as is necessary to cause the shares of Common Stock issuable upon conversion of the Acquired Series A Shares to be so listed.

Section 5.05 Access to Information; Confidentiality; Publicity.

(a) For so long as the Investor Beneficially Owns at least five percent (5%) of the Common Stock (on an as-converted basis), upon reasonable notice, the Company shall, subject to applicable Law, afford the Investor and its Representatives reasonable access, during normal business hours, to the offices, personnel, books and records of the Company and its Subsidiaries.

(b) Prior to the Closing, the Company will discuss with the Investor and its Representatives the Company's regulatory plan for effectuating the Sky Merger and consider in good faith any comments reasonably proposed by the Investor or its Representatives. The Company will promptly provide to the Investor any updated drafts of, or developments regarding, the regulatory plan.

(c) From the date of this Agreement and through the Closing, the Company shall provide the Investor with access to, or otherwise furnish the Investor with, information regarding the Company and Sky and their respective Subsidiaries as requested by the Investor, including, among other things, financial and business information concerning Sky and the Company, in connection with the transactions contemplated by this Agreement and the Sky Merger Agreement, and shall promptly inform the Investor of material developments regarding the status of the approvals required under the Sky Merger Agreement; provided that the Investor acknowledges that any confidential information being provided to it in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to Section 8 of the Confidentiality Agreement, which is incorporated herein by reference; provided, further that the Investor acknowledges that any confidential information being provided to it with respect to Sky is subject to the terms of the Confidentiality Agreement, dated as of March 3, 2016, between the Company and Sky, as amended.

Section 5.06 Securities Law Filings. The Investor shall timely file all forms, reports and documents required to be filed by each with the SEC (including filing any required statements of beneficial ownership on Schedule 13D or Schedule 13G and such filings as may be required under Section 16 of the Exchange Act) with respect to the acquisition of the Acquired Series A Shares and the transactions contemplated by the Transaction Documents.

Section 5.07 Equity Commitment Premium. On the Business Day subsequent to the execution of this Agreement, the Company shall pay, or cause to be paid, a nonrefundable fee equal to $15,000,000 to the Investor, or another Person as directed by the Investor, without any deduction, withholding or set-off of any kind, by wire transfer in immediately available funds to the bank account designated by the Investor. On the Closing Date, the Investor shall reduce the Purchase Price to be paid at the Closing to the Company by an amount equal to $15,000,000 (the "Closing Equity Commitment Premium").

Section 5.08 Series A Certificate; Series A Shareholder Approval.

(a) Prior to the Closing, the Company shall file an amendment to the Company's articles of incorporation evidencing the Series A Shareholder Approval and shall file the Series A Certificate.

(b) The Company shall submit to its shareholders for approval at the Company Shareholders Meeting (as defined in the Sky Merger Agreement) the authorization of sufficient shares of Common Stock to permit the issuance of the shares of Common Stock issuable upon conversion of the Acquired Series A Shares (the "Series A Shareholder Approval").

Section 5.09 Issuance of Preferred Stock.

(a) From the date of this Agreement until the Closing Date, the Company may not issue, or agree to issue, to any Person in a private placement any Preferred Stock, Preferred No Par Stock or Preferred Par Value Stock in connection with the Company's financing of the Sky Merger on terms (other than terms reflecting a decrease in VWAP (as defined in the Series A Certificate) subsequent to the date of this Agreement) that are more favorable in the aggregate to such Person than the terms of the Series A Preferred Stock are to the Investor, unless prior to any such issuance, the Company notifies the Investor of the proposed issuance and the terms of such issuance in writing, and offers to amend the terms of the Series A Preferred Stock to reflect such more favorable terms. The Investor shall have ten (10) Business Days after receipt of such notice to elect to have the terms of the Series A Preferred Stock revised to reflect all or some of the more favorable terms. Upon such election by the Investor, the Company and the Investor shall amend the Series A Certificate to reflect the terms set forth in such election, and take all other actions necessary to provide that the Series A Preferred Stock, when issued, will reflect such more favorable terms.

(b) Prior to the Closing, the number of shares of Common Stock to be issued by the Company to holders of Series A Preferred Stock upon conversion thereof as set forth in the Series A Certificate shall be adjusted appropriately to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Common Stock), extraordinary dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Common Stock occurring on or after the date hereof and prior to the Closing.

Section 5.10 Further Assurances. Each of the Parties shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

Section 5.11 Certain Investor Tax Matters.

(a) The Investor shall timely provide the Company with (i) the properly executed (A) Internal Revenue Service Form W-8EXP, and/or (B) Internal Revenue Service Form W-8BEN-E, as applicable, and (ii) any other documentation reasonably required to establish the right to a benefit under an applicable tax treaty or, an applicable exemption from, or reduced rate of any applicable withholding taxes with respect to (i) any payments contemplated by the Transaction Documents and (ii) any distributions or other payments made or deemed made, in each case for U.S. federal tax purposes, on the Acquired Series A Shares or any common shares. The Company shall take into account such documentation in good faith. In

addition, the Investor shall reasonably cooperate with the Company to provide information relevant to withholding and shall report all payments under the Agreement for U.S. federal tax purposes in a manner consistent with the Company's positions with respect to withholding, except as may be required by applicable Law.

(b) At the request of the Investor and upon reasonable notice to the Company and at the Investor's sole expense, the Company shall deliver to the Investor a certificate to the effect that the Company is not a "United States Real Property Holding Corporation" (USRPHC), as described under Treasury Regulations Section 1.897-2(h) if the Company is legally able to do so.

## ARTICLE VI

## CONDITIONS TO CLOSING

Section 6.01 Mutual Conditions of Closing. The obligations of the Company and the Investor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or mutual written waiver, at or prior to the Closing, of each of the following conditions:

(a) No Adverse Law, Injunction. There shall not be any Law or Governmental Order in effect that enjoins, prohibits or materially alters the terms of the transactions contemplated by this Agreement; and

(b) Sky Merger. Each of the conditions to the obligations of the parties to the Sky Merger Agreement to consummate the Sky Closing shall have been satisfied or waived by the party or parties entitled to the benefit thereto (other than those conditions that by their nature are to be satisfied concurrently at the Sky Closing) such that the Sky Closing shall have occurred or shall occur concurrently with the Closing.

Section 6.02 Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Investor contained in this Agreement shall be true and correct, in each case, as of the Closing Date as if made at and as of such date (except to the extent such representation or warranty is made as of an earlier date) unless such failure to be true and correct (disregarding all qualifications and exceptions contained therein regarding "materiality) would not, individually or in the aggregate, materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Equity Commitment Letter or the Investor Rights Agreement or the performance by the Investor or OMERS Administration Corporation or of its obligations hereunder or thereunder;

(b) Covenants. The covenants and agreements contained in this Agreement to be complied with by the Investor on or before the Closing (other than Section 5.10) shall have been complied with in all material respects;

(c) Investor Closing Certificate. The Investor shall have delivered to the Company a certificate, dated as of the date of the Closing and signed by any senior officer, certifying to the effect that the conditions set forth in Section 6.02(a) and (b) have been satisfied; and

(d) Investor Rights Agreement. The Company shall have received the Investor Rights Agreement, executed by the Investor.

Section 6.03 Conditions to Obligations of the Investor. The obligations of the Investor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. Each Fundamental Representation of the Company shall be true and correct in all material respects or, where any statement in a Fundamental Representation of the Company includes a standard of materiality, such statement shall be true and correct in all respects as so qualified, in each case, as of the Closing Date as if made at and as of such date (except to the extent such Fundamental Representation is made as of an earlier date), and the representations and warranties of the Company contained in this Agreement that are not Fundamental Representations shall be true and correct, in each case, as of the Closing Date as if made at and as of such date (except to the extent such representation or warranty is made as of an earlier date) unless such failure to be true and correct (disregarding all qualifications and exceptions contained therein regarding "materiality" or "Material Adverse Effect") would not, individually or in the aggregate, constitute a Material Adverse Effect under clause (ii) of the definition thereof;

(b) Covenants. The covenants and agreements contained in this Agreement to be complied with by the Company on or before the Closing contained in Article II, and Sections 5.01(a), 5.02, 5.04, 5.05, 5.07, 5.09 and 5.11 shall have been complied with in all material respects;

(c) No Material Adverse Effect. Since the date of this Agreement until the Closing Date, no event or events shall have occurred and be continuing which, individually or in the aggregate, constitute a Material Adverse Effect under clause (ii) of the definition thereof;

(d) Company Closing Certificate. The Company shall have delivered to the Investor a certificate, dated as of the date of the Closing and signed by any senior officer, certifying to the effect that the conditions set forth in Section 6.03(a), (b) and (c) have been satisfied;

(e) NYSE Listing. The shares of Common Stock issuable upon conversion of the Acquired Series A Shares shall have been approved for listing on the NYSE, subject only to official notice of issuance;

(f) Company Shareholder Approval and Authorization. The Company shall have received the Series A Shareholder Approval;

(g) Articles of Incorporation. The Company shall have filed with the State of Missouri an amendment to the Company's articles of incorporation evidencing the amendment of such articles of incorporation to reflect the Series A Shareholder Approval and shall have filed with the State of Missouri the Series A Certificate;

(h) Legal Opinion. The Investor shall have received a written legal opinion from the Company's outside counsel, addressed to the Investor and dated as of the date of the Closing, in form and substance customary for private securities offerings covering those opinions set forth in Exhibit C; and

(i) Investor Rights Agreement. The Investor shall have received the Investor Rights Agreement, executed by the Company.

## ARTICLE VII

## SURVIVAL

Section 7.01 Survival of Representations, Warranties, Covenants and Agreements. The representations and warranties of the Parties contained in this Agreement shall survive for twelve (12) months following the Closing; provided, however, that the representations and warranties of the Company set forth in Sections 3.01, 3.02, 3.03, 3.04, 3.05, 3.07 (except clauses (c) and (d) thereof), 3.08, 3.15, 3.22 and 3.23, and the representations and warranties of the Investor set forth in Sections 4.01, 4.02, 4.03, 4.04, 4.07, 4.08, 4.09 and 4.10 (collectively, excluding Section 3.15, the "Fundamental Representations") shall survive until the date that is ninety (90) days following expiration of the applicable statute of limitations. All of the covenants or other agreements of the Parties contained in this Agreement shall survive until fully performed or fulfilled, unless and to the extent that non-compliance with such covenants or agreements is waived in writing by the Party entitled to such performance.

## ARTICLE VIII

## INDEMNIFICATION

Section 8.01 Indemnification by the Company. From and after the Closing, the Company agrees to indemnify and hold harmless the Investor, its Affiliates and each of its and their respective Representatives (the "Indemnified Investor Entities") in their respective capacities as such to the fullest extent lawful, from and against any and all losses, costs, liabilities, damages, Actions, fees and expenses of any kind or nature, including reasonable attorneys' fees and disbursements and all other reasonable expenses, incurred in connection with investigating, defending or preparing to defend any such matter (collectively, "Losses") arising out of or resulting from:

(a) any inaccuracy in or breach of the representations or warranties made by the Company in Article III as of the date of this Agreement or as of the Closing Date (in each case, except to the extent expressly made as of an earlier date, in which case as of such earlier date); and

(b) any breach of the covenants or agreements made by the Company in this Agreement or the Investor Rights Agreement.

Section 8.02 Indemnification by the Investor. From and after the Closing, the Investor agrees to indemnify and hold harmless the Company, its Affiliates and each of its and their respective Representatives (the "Indemnified Company Entities" and, together with the Indemnified Investor Entities, the "Indemnified Entities") in their respective capacities as to the fullest extent lawful, from and against any and all Losses arising out of or resulting from:

(a) any inaccuracy in or breach of the representations or warranties made by the Investor in Article IV as of the date of this Agreement or as of the Closing Date (in each case, except to the extent expressly made as of an earlier date, in which case as of such earlier date); and

(b) any breach of the covenants or agreements made by the Investor in this Agreement or the Investor Rights Agreement and any withholding Tax liabilities and related reasonable costs of the Company or any of its Affiliates with respect to any payments made, or deemed made, by the Company to the Investor pursuant to Section 5.07.

Section 8.03 Limitations.

(a) Notwithstanding anything to the contrary contained in this Article VIII, an Indemnified Party shall be entitled to indemnification only if it makes a claim for indemnification to the Indemnifying Party on or before the expiration of the survival period pursuant to Section 7.01 for the applicable representation, warranty, covenant or agreement.

(b) Notwithstanding anything to the contrary in this Agreement:

(i) an Indemnifying Party shall be liable under Section 8.01(a) (in the case of the Company's liability) or Section 8.02(a) (in the case of the Investor's liability) only if the aggregate amount of indemnifiable Losses arising under Section 8.01(a) (in the case of the Company's liability) or Section 8.02(a) (in the case of the Investor's liability) exceeds $7,500,000 (the "Deductible"), whereupon (subject to the provisions of Section 8.03(b)(ii)), such Indemnifying Party shall be obligated to pay in full all such amounts in excess of the Deductible; provided that the Deductible shall not apply to Losses incurred by an Indemnified Entity as a result of any inaccuracy in or breach of any of the Fundamental Representations; and

(ii) in no event shall any Party's aggregate liability to the Indemnified Parties of the other Party under Section 8.01(a) (in the case of the Company's liability) or Section 8.02(a) (in the case of the Investor's liability) exceed $75,000,000; provided that the foregoing provisions of this Section 8.03(b)(ii) shall not apply to limit any Losses incurred by an Indemnified Entity as a result of any inaccuracy in or breach of any of the Fundamental Representations, liability under which shall be limited to the Purchase Price.

(c) The Indemnifying Party shall be subrogated to any right, defense or claim that the Indemnified Party may have against any other Person with respect to any matter

for which it provides full indemnification hereunder. Such Indemnified Party shall cooperate with the Indemnifying Party in a reasonable manner, at the sole cost and expense of the Indemnifying Party, in presenting any subrogated right, defense or claim.

(d) All indemnifiable Losses shall be determined without duplication of recovery under other provisions of this Agreement. Without limiting the generality of the prior sentence, if a set of facts, conditions or events constitutes a breach of more than one representation, warranty, covenant or agreement of this Agreement that is subject to an indemnification obligation under this Article VIII, only one recovery of indemnifiable Losses shall be allowed with respect to such set of facts, conditions or events, and in no event shall there be any indemnification or duplication of payments or recovery under different provisions of this Agreement arising out of the same set of facts, conditions or events.

(e) No Party shall be liable for special, punitive, exemplary, incidental, consequential or indirect damages, lost profits or losses calculated by reference to any multiple of earnings or earnings before interest, Tax, depreciation or amortization (or any other valuation methodology), whether based on contract, tort, strict liability, other Law or otherwise and whether or not arising from the other Party's sole, joint or concurrent negligence, strict liability or other fault for any matter relating to this Agreement and the transactions contemplated hereby.

(f) Neither Party shall have any right to off-set or set-off any payment due pursuant to this Article VIII.

Section 8.04 Procedures.

(a) A Person entitled to receive indemnification under this Article VIII (an "Indemnified Party") from a Party (the "Indemnifying Party") shall give written notice to the Indemnifying Party of any claim with respect to which it seeks indemnification as promptly as reasonably practicable after the discovery by such Indemnified Party of any matters giving rise to a claim for indemnification; provided that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Article VIII unless (and solely to the extent) that the Indemnifying Party shall have been materially prejudiced by the failure of such Indemnified Party to so notify such Indemnifying Party. Such notice shall describe in reasonable detail the nature of such claim, identify the Sections of this Agreement that form the basis of such claim, attach copies of all material written evidence thereof received from any third party to the date of such notice and set forth the estimated amount of indemnifiable Losses relating thereto to the extent reasonably estimable.

(b) If an Action is brought against an Indemnified Party by a third party, the Indemnifying Party shall be entitled to, by written notice to the Indemnified Party, assume control of, and conduct the defense of, such Action with counsel reasonably acceptable to the Indemnified Party and, in such case, shall not be liable for legal or other expenses incurred by the Indemnified Party in connection with the defense of such Action following the assumption of such defense; provided that the Indemnifying Party shall not be permitted to assume the defense of an Action, and shall be required to be liable for reasonable legal or other expenses incurred by the Indemnified Party in connection with the defense of such Action, in the event (x) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to

it that are different from or in addition to those available to the Indemnifying Party or that there is otherwise a conflict of interest between the Indemnified Party and the Indemnifying Party or (y) the Indemnifying Party has failed within a reasonable timeframe to retain counsel reasonably satisfactory to the Indemnified Party. In the event the Indemnifying Party does assume such control and defense, the Indemnified Party shall be entitled to hire, at its own expense, separate counsel and participate in (but not control) the defense thereof. The Indemnifying Party shall reimburse the Indemnified Parties for all reasonable out-of-pocket expenses (including reasonable attorneys' fees and disbursements) as they are incurred in connection with investigating, preparing to defend or defending any such Action (including any inquiry or investigation) whether or not an Indemnified Party is a party thereto unless, in each case, the Indemnified Parties are not entitled to reimbursement of such expenses pursuant to the terms of this Section 8.04.

(c) The Indemnifying Party shall not be liable for any settlement of any Action without its written consent; provided that the Indemnifying Party shall not unreasonably withhold, delay or condition its consent. The Indemnifying Party further agrees that it will not, without the Indemnified Party's prior written consent, settle or compromise any Action or consent to entry of any judgment in respect thereof in any pending or threatened Action in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is an actual or potential party to such Action) unless such settlement or compromise (x) includes an unconditional release of each Indemnified Party from all liability arising out of such Action, (y) does not include an admission of fault, culpability or a failure to act by any of the Indemnified Parties and (z) does not impose any material obligation on the Indemnified Party or its Affiliates.

Section 8.05 Survival. The obligations of the Indemnifying Parties under this Article VIII shall survive the Closing.

Section 8.06 Exclusive Remedy. Except for exercising any rights under Section 10.11, the indemnification provided in this Article VIII shall, from and after the Closing, be the exclusive remedy available to any Party or its Affiliates or it and their respective Representatives with respect to any inaccuracy in or breach of any representation, warranty, covenant or agreement in this Agreement, except to the extent arising from fraud, criminal activity, willful misconduct or intentional breach. From and after the Closing, notwithstanding anything herein to the contrary, no breach of any representation, warranty, covenant or agreement in this Agreement, individually or in the aggregate, shall give rise to any right on the part of any Party to rescind this Agreement or any of the transactions contemplated hereby.

Section 8.07 Right to Indemnification. Notwithstanding any other provision in this Agreement to the contrary, the rights of the Indemnified Parties under this Article VIII shall not be affected by any investigation conducted, or any knowledge acquired (or capable of being acquired), at any time, whether before or after the execution and delivery of this Agreement or the Closing Date and, with respect to the accuracy or inaccuracy of or compliance with, any of the representations and warranties set forth in this Agreement. The waiver of any condition based on the accuracy of any representation or warranty set forth in this Agreement, or on the performance of or compliance with any covenant, obligation or agreement set forth in this Agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants, obligations and agreements.

## ARTICLE IX

## TERMINATION

Section 9.01 Termination.

(a) Prior to the Closing, this Agreement shall terminate automatically without any further action by the Parties upon termination of the Sky Merger Agreement.

(b) This Agreement may be terminated at any time prior to the Closing:

(i) by the mutual written consent of the Company and the Investor;

(ii) by the Investor, if (A) the Company shall have breached any representation, warranty, covenant or agreement set forth in this Agreement, (B) such breach or misrepresentation is not cured within thirty (30) days after the Company receives written notice thereof from the Investor (or such shorter period between the date of such notice and the Closing), and (C) such breach or misrepresentation would cause any of the conditions set forth in Section 6.03(a) or (b) not to be satisfied;

(iii) by the Company, if (A) the Investor shall have breached any representation, warranty, covenant or agreement set forth in this Agreement, (B) such breach or misrepresentation is not cured within thirty (30) days after the Investor receives written notice thereof from the Company (or such shorter period between the date of such notice and the Closing), and (C) such breach or misrepresentation would cause any of the conditions set forth in Section 6.02(a) or (b) not to be satisfied; or

(iv) by either the Investor or the Company in the event that any Governmental Authority shall have issued a Governmental Order or taken any other action restraining, enjoining or otherwise prohibiting, or altering, materially and adversely (to the Investor and the Company), the material terms of the transactions contemplated by this Agreement, and such Governmental Order shall have become final and nonappealable.

Section 9.02 Effect of Termination. If this Agreement is terminated pursuant to Section 9.01, this Agreement shall become void and of no further force and effect, except that the provisions of Section 8.03(e) and this Article IX shall remain operative and in full force and effect, unless the Company and the Investor execute an instrument in writing that expressly (with specific references to the applicable Section or subsection of this Agreement) terminates such rights and obligations as between the Company and the Investor. Notwithstanding the foregoing, the termination of this Agreement pursuant to Section 9.01 shall not relieve any Party from liability for damages for any intentional misrepresentation of the representations and warranties contained in Article III or Article IV, as applicable, or any willful failure to perform or observe in any material respect any of its agreements or covenants contained herein that are to be performed or observed at or prior to the Closing.

## ARTICLE X

## GENERAL PROVISIONS

Section 10.01 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred (i) in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred and (ii) in connection with the Sky Merger shall be paid by the Company.

Section 10.02 Public Announcements. Except as may be required by applicable Law, court process or any listing agreement with any national securities exchange, the Parties shall cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to this Agreement or the transactions contemplated hereby, and no Party will make any such news release or public disclosure without first consulting with the other Party.

Section 10.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party or such Party waives its rights under this Section 10.03 with respect thereto. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an enforceable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 10.04 Entire Agreement. This Agreement (including the exhibits hereto and the Disclosure Schedules, the Investor Rights Agreement, the Equity Commitment Letter and the Confidentiality Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Company and the Investor with respect to the subject matter hereof and thereof.

Section 10.05 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by email or by facsimile to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.05):

If to the Company:

Great Plains Energy Incorporated
1200 Main Street
Kansas City, Missouri 64105
Facsimile: (816) 556-2787
Attention: General Counsel
Email: heather.humphrey@kcpl.com

with a copy (which shall not constitute notice) to:

Bracewell LLP
1251 Avenue of the Americas
New York, New York 10020
Attention: John G. Klauberg
Frederick J. Lark
Facsimile: (800) 404-3970
Email: john.klauberg@bracewelllaw.com
fritz.lark@bracewelllaw.com

If to the Investor:

OCM Credit Portfolio LP
One University Avenue
Suite 400
Toronto, Ontario
Canada M5J 2P1
Attention: Danial Lam
Email: dlam@omers.com
Facsimile: (416) 362-7773

With a copy (which shall not constitute notice) to:

OMERS Capital Markets
200 Bay Street
Suite 2300, PO Box 92
Toronto, Ontario
Canada M5J 2J2
Attention: Jack Mahler
Email: jmahler@omers.com
Facsimile: (416) 362-7773

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Eileen T. Nugent
Pankaj K. Sinha
Email: eileen.nugent@skadden.com
pankaj.sinha@skadden.com
Facsimile: 917-777-3176

Section 10.06 Assignment. This Agreement may not be assigned without the express written consent of the other Party (not to be unreasonably withheld, delayed or conditioned) and any such assignment or attempted assignment without such consent shall be void; provided, however, that the Investor may, without the consent of the Company, assign this Agreement, and its rights and obligations hereunder, to any of its Affiliates or Affiliates of OMERS Administration Corporation (each an "OMERS Transferee"), and each OMERS Transferee may in turn, without the consent of the Company, assign this Agreement, and its rights and obligations hereunder, to another OMERS Transferee, in each case if an OMERS Transferee expressly agrees in writing to be bound by the terms hereof.

Section 10.07 Amendment. This Agreement may not be amended or modified except (i) by an instrument in writing signed by, or on behalf of, the Company and the Investor, or (ii) by a waiver in accordance with Section 10.08.

Section 10.08 Waiver. The Company or the Investor may (i) extend the time for the performance of any of the obligations or other acts of any other Party, (ii) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by any other Party pursuant hereto, or (iii) waive compliance with any of the agreements of any other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party that is giving the waiver. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 10.09 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 10.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to any conflict or choice of law provision thereof.

(b) Each of the Investor and the Company irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in New York, New York (and any court before which an appeal therefrom may be properly heard in connection with any such appeal), and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

(c) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.11 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

Section 10.12 Payments. The Parties agree to treat any indemnity payments made pursuant to Article VIII as adjustments to the Purchase Price for U.S. federal income tax purposes.

Section 10.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or portable document format (".pdf")) in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

Section 10.14 No Recourse.

(a) Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, and notwithstanding the fact that the Investor or its Affiliates or any of its or their successors or permitted assignees may be a partnership or a limited liability company, the Company, by its acceptance of the benefits hereof, covenants, agrees and acknowledges that no Person other than the Investor and OMERS Administration Corporation and its respective successors and permitted assignees shall have any obligation hereunder, and that it has no rights of recovery against, and no recourse hereunder against, any former, current or future director, officer, agent, advisor, attorney, Representative, Affiliate, manager or employee of the Investor (or any of its successors or assignees), against any former, current or future general or limited partner, manager, member or stockholder of the Investor, or any Affiliate thereof or against any former, current or future director, officer, agent, advisor, attorney, Representative, employee, Affiliate, assignee, general or limited partner, stockholder, manager or member of any of the foregoing, whether by or through attempted piercing of the corporate veil, by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, except that, notwithstanding the foregoing, nothing in this Section 10.14(a) shall limit the Company's rights or remedies under the Investor Rights Agreement or the Equity Commitment Letter.

(b) Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, the Investor, by its acceptance of the benefits hereof, covenants, agrees and acknowledges that no Person other than the Company and its respective successors and permitted assignees shall have any obligation hereunder, and that it has no rights of recovery against, and no recourse hereunder against, any former, current or future director, officer, agent, advisor, attorney, Representative, Affiliate, manager or employee of the Company (or any of its successors or assignees), against any former, current or future general or limited partner, manager, member or stockholder of the Company, or any Affiliate thereof or against any former, current or future director, officer, agent, advisor, attorney, Representative, employee, Affiliate, assignee, general or limited partner, stockholder, manager or member of any of the foregoing, whether by or through attempted piercing of the corporate veil, by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, except that, notwithstanding the foregoing, nothing in this Section 10.14(b) shall limit the Investor's rights or remedies under the Investor Rights Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

OCM CREDIT PORTFOLIO LP
By: OCM Credit Portfolio G.P. Inc., its general partner

By: /s/ Adrian Croft
Name: Adrian Croft
Title: Vice President

By: /s/ Jeremy Ehrlich
Name: Jeremy Ehrlich
Title: Secretary

GREAT PLAINS ENERGY INCORPORATED

By: /s/ Terry Bassham
Name: Terry Bassham
Title: Chairman of the Board, President and Chief Executive Officer

[Stock Purchase Agreement Signature Page]

**Exhibit A**

**Form of Series A Certificate**

**CERTIFICATE OF DESIGNATIONS OF**
**7.25% MANDATORY CONVERTIBLE PREFERRED STOCK, SERIES A,**
**WITHOUT PAR VALUE,**
**OF**
**GREAT PLAINS ENERGY INCORPORATED**

**Pursuant to Section 351.180 of the**
**General and Business Corporation Law of Missouri**

Great Plains Energy Incorporated, a Missouri corporation (the "**Corporation**"), hereby certifies that, pursuant to the provisions of Section 351.180 of the General and Business Corporation Law of the Missouri, (a) on [●], the Board of Directors of the Corporation (the "**Board of Directors**"), pursuant to authority conferred upon the Board of Directors by the Articles of Incorporation of the Corporation, as amended, (as such may be amended, modified or restated from time to time, the "**Charter**"), adopted the resolution set forth immediately below, which resolution is now, and at all times since its date of adoption, has been in full force and effect:

RESOLVED, that pursuant to the provisions of the Charter (which authorizes 11,000,000 shares of Preference Stock, without par value (the "**Preference Stock**")), and the authority vested in the Board of Directors, a series of Preference Stock be, and it hereby is, created, and that the designations, powers, preferences and relative, participating optional, conversion and other rights, and the qualifications, limitations and restrictions thereof, are as set forth in the Charter and this Certificate of Designations, as it may be amended from time to time (the "**Certificate of Designations**") as follows:

**SECTION 1.** *Designation and Number of Shares.* There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of Preference Stock designated as the "7.25% Mandatory Convertible Preferred Stock, Series A" (the "**Mandatory Convertible Preferred Stock**"). The number of shares constituting such series shall be 750,000. Such number of shares may be decreased by resolution of the Board of Directors, subject to the terms and conditions hereof and the requirements of applicable law; *provided* that no decrease shall reduce the number of shares of Mandatory Convertible Preferred Stock to a number less than the number of such shares then outstanding or which are issuable pursuant to any options or contracts. Each share of Mandatory Convertible Preferred Stock shall be identical in all respects to every other share of Mandatory Convertible Preferred Stock.

**SECTION 2.** *Definitions*. The terms defined in this Certificate of Designations include the plural as well as the singular. The following terms, where used in this Certificate of Designations, have the following meanings:

"**Accumulated Dividend Amount**" shall have the meaning set forth in Section 7(d)(ii).

"**Additional Beneficial Owner**" shall have the meaning set forth in Section 16.

"**Additional Conversion Amount**" shall have the meaning set forth in Section 5(c).

"**ADRs**" shall have the meaning set forth in Section 11(e).

"**Agent Members**" shall have the meaning set forth in Section 21(a).

"**Applicable Market Value**" (i) of the Common Stock means the Average VWAP per share of Common Stock for Final Average Period and (ii) with respect to any common stock or ADRs included in the Exchange Property that are traded on a U.S. national securities exchange as described in Section 11(e) shall be determined as provided in the preceding clause (i) as though a share of such common stock or a single ADR were a share of Common Stock.

"**Average VWAP**" means, for any period, the average of the VWAP for each Trading Day in such period.

"**Board of Directors**" means the board of directors of the Corporation or, with respect to any action to be taken by such board, any committee of such board duly authorized to take such action.

"**Business Day**" means any day other than a Saturday or Sunday or other day on which commercial banks in New York City are authorized or required by law or executive order to close.

"**Bylaws**" means the bylaws of the Corporation, as they may be amended from time to time.

"**Certificate of Designations**" shall have the meaning set forth in the recitals.

"**Charter**" shall have the meaning set forth in the recitals.

"**Clause A Distribution**" shall have the meaning set forth in Section 11(a)(iii).

"**Clause B Distribution**" shall have the meaning set forth in Section 11(a)(iii).

"**Clause C Distribution**" shall have the meaning set forth in Section 11(a)(iii).

"**Common Equity**" of any corporation means the common stock, common equity interests, ordinary shares or depositary shares or other certificates representing common equity interests of such corporation.

"**Common Stock**" means the common stock, without par value, of the Corporation.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors who (i) was a member of the Board of Directors on the Issue Date or (ii) was nominated for election or elected to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination or election.

"**Conversion and Dividend Disbursing Agent**" shall initially mean Computershare Trust Company, N.A., the Corporation's duly appointed conversion and dividend disbursing agent for the Mandatory Convertible Preferred Stock, and any successor appointed under Section 21.

"**Conversion Cap**" shall have the meaning set forth in Section 16.

"**Conversion Date**" shall have the meaning set forth in Section 8(a).

"**Conversion Rate**" shall be, per share of Mandatory Convertible Preferred Stock on the applicable Conversion Date (excluding shares of Common Stock, if any, issued in respect of accumulated and unpaid dividends pursuant to Section 4(b)), as follows, subject to adjustment pursuant to Section 11[1]:

(i) if the Applicable Market Value of the Common Stock is equal to or greater than $34.38 (the "**Threshold Appreciation Price**"), then the Conversion Rate shall be 29.0855 shares of Common Stock per share of Mandatory Convertible Preferred Stock (the "**Minimum Conversion Rate**");

(ii) if the Applicable Market Value of the Common Stock is less than the Threshold Appreciation Price but greater than $28.65 (the "**Initial Price**"), then the Conversion Rate shall be $1,000.00 *divided by* the Applicable Market Value of the Common Stock; or

(iii) if the Applicable Market Value of the Common Stock is less than or equal to the Initial Price, then the Conversion Rate shall be 34.9026 shares of Common Stock per share of Mandatory Convertible Preferred Stock (the "**Maximum Conversion Rate**").

"**Corporation**" shall have the meaning set forth in the recitals.

"**Depositary**" shall have the meaning set forth in Section 21(a).

"**Dividend Payment Average Price**" shall have the meaning set forth in Section 4(c).

"**Dividend Payment Date**" means the January 15, April 15, July 15 and October 15 of each year, commencing on, and including, [●][2] and ending on, and including, for the avoidance of doubt, the Mandatory Conversion Date; *provided* that if a Dividend Payment Date falls on any day other than a Business Day, the applicable payment shall be on the first Business Day immediately following such Dividend Payment Date.

"**Dividend Period**" means the period commencing on, and including, a Dividend Payment Date (or if no Dividend Payment Date has occurred, commencing on, and including, the Issue Date), and ending on, and including, the day immediately preceding the next succeeding Dividend Payment Date.

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1 Per the SPA, also subject to adjustment to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Common Stock), extraordinary dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Common Stock occurring on or after 5/29/2016 and prior to the Issue Date.

2 First such date after the issuance.

"**DTC**" means The Depository Trust Corporation.

"**Effective Date**" means the date upon which a Fundamental Change becomes effective.

"**Event of Non-payment**" shall have the meaning set forth in Section 14(b).

"**Ex-Dividend Date**" means the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance or distribution in question from the Corporation or, if applicable, from the seller of such Common Stock (in the form of due bills or otherwise) as determined by such exchange or market.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Property**" shall have the meaning set forth in Section 11(e).

"**Expiration Date**" shall have the meaning set forth in Section 11(a)(v).

"**Expiration Time**" shall have the meaning set forth in Section 11(a)(v).

"**Final Averaging Period** " means the 20 consecutive Trading Day period commencing on and including the 22nd Scheduled Trading Day prior to [●][3].

"**Five-Day Average VWAP**" (i) with respect to the Common Stock shall mean the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the applicable Effective Date and (ii) with respect to any common stock or ADRs included in the Exchange Property that are traded on a U.S. national securities exchange as described in Section 11(e) shall be determined as provided in the preceding clause (i) as though a share of such common stock or a single ADR were a share of Common Stock, subject to Section 11(c)(i).

"**Fixed Conversion Rates**" means, collectively, the Maximum Conversion Rate and the Minimum Conversion Rate.

"**Floor Price**" shall have the meaning set forth in Section 4(d).

"**Fundamental Change**" shall be deemed to have occurred if any of the following occurs:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Corporation, any of the Corporation's Subsidiaries or any of the Corporation's

[3] To be the 3-year anniversary of the issuance

or the Corporation's Subsidiaries' employee benefit plans, or their respective affiliates, has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of Common Stock representing more than 50% of the voting power of the Common Equity;

(ii) the consummation of (a) any recapitalization, reclassification or change of the Common Stock (other than a change only in par value, from par value to no par value or from no par value to par value, or changes resulting from a subdivision or combination of Common Stock) as a result of which the Common Stock would be converted into, or exchanged for, or represent solely the right to receive, stock, other securities, other property or assets; (b) any share exchange, consolidation or merger of the Corporation pursuant to which the Common Stock will be converted into, or exchanged for, or represent solely the right to receive, stock, other securities, other property or assets; or (c) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Corporation and its Subsidiaries taken as a whole, to any Person other than one of the Corporation's wholly-owned Subsidiaries;

(iii) stockholders approve any plan or proposal for the liquidation or dissolution of the Corporation;

(iv) the Common Stock (or, following a reorganization event (as defined below), any common stock, depositary receipts or other securities representing common equity interests into which the Mandatory Convertible Preferred Stock becomes convertible in connection with such reorganization event) ceases to be listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or any of their respective successors); or

(v) the majority of the Board of Directors are not Continuing Directors;

*provided, however*, that a transaction or transactions described in clause (ii) above will not constitute a Fundamental Change if at least 90% of the consideration received or to be received by the Corporation's common stockholders (excluding cash payments for fractional shares or pursuant to appraisal rights) in connection with such transaction or transactions consists of shares of common stock that are listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or any of their respective successors), or will be so listed when issued or exchanged in connection with such transaction or transactions, and as a result of such transaction or transactions the Mandatory Convertible Preferred Stock becomes convertible into such consideration, excluding cash payments for fractional shares.

"**Fundamental Change Conversion**" shall have the meaning set forth in Section 7(a)(i).

"**Fundamental Change Conversion Date**" shall have the meaning set forth in Section 7(a)(i).

"**Fundamental Change Conversion Period**" shall have the meaning set forth in Section 7(a)(i).

"**Fundamental Change Conversion Rate**" means, for any Fundamental Change Conversion, a number of shares of Common Stock (or, if applicable, Units of Exchange Property) determined using the table below based on the applicable Effective Date and Stock Price paid (or deemed paid) per share of Common Stock in such Fundamental Change, as set forth in the following table:

| **Effective Date** | **$10.00** | **$20.00** | **$28.65** | **$30.00** | **$34.38** | **$40.00** | **$50.00** | **$60.00** | **$70.00** | **$80.00** | **$95.00** | **$110.00** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [Issuance Date] | 23.9290 | 28.8964 | 27.8703 | 28.4007 | 27.8514 | 27.4062 | 27.2530 | 27.4121 | 27.5986 | 27.7538 | 27.9294 | 28.0574 |
| [1 year anniv.] | 27.5265 | 30.8827 | 29.9724 | 29.6757 | 28.7951 | 28.1067 | 27.8390 | 27.9518 | 28.0847 | 28.1909 | 28.3092 | 28.3952 |
| [2 year anniv.] | 31.1838 | 32.9357 | 31.5661 | 31.0847 | 29.6454 | 28.6684 | 28.4267 | 28.5092 | 28.5807 | 28.6347 | 28.6944 | 28.7379 |
| [3 year anniv.] | 34.9026 | 34.9026 | 34.9026 | 33.3333 | 29.0855 | 29.0855 | 29.0855 | 29.0855 | 29.0855 | 29.0855 | 29.0855 | 29.0855 |

The exact Stock Price and Effective Date may not be set forth in the table, in which case:

(i) if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the Fundamental Change Conversion Rate shall be determined by straight-line interpolation between the Fundamental Change Conversion Rates set forth for the higher and lower Stock Price amounts and the two Effective Dates, as applicable, based on a 365-day year;

(ii) if the Stock Price is greater than $110.00 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to the immediately succeeding paragraph), then the Fundamental Change Conversion Rate shall be the Minimum Conversion Rate, subject to adjustment pursuant to Section 11; and

(iii) if the Stock Price is less than $10.00 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to the immediately succeeding paragraph), then the Fundamental Change Conversion Rate shall be the Maximum Conversion Rate, subject to adjustment pursuant to Section 11.

The Stock Prices set forth in the first row of the table (*i.e.*, the column headers) shall be adjusted as of any date on which the Fixed Conversion Rates are adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment *multiplied by* a fraction, the numerator of which is the Minimum Conversion Rate immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Minimum Conversion Rate as so adjusted. Each of the Fundamental Change Conversion Rates in the table shall be subject to adjustment in the same manner as each Fixed Conversion Rate pursuant to Section 11.

"**Fundamental Change Dividend Make-whole Amount**" shall have the meaning set forth in Section 7(d)(i)(A).

"**Fundamental Change Holder Conversion Date**" shall have the meaning set forth in Section 8(c).

"**Global Preferred Share**" shall have the meaning set forth in Section 21(a).

"**Holder**" means the Person in whose name shares of Mandatory Convertible Preferred Stock are registered.

"**Initial Dividend Threshold**" shall have the meaning set forth in Section 11(a)(iv).

"**Initial Liquidation Preference**" means $1,000.00 per share of Mandatory Convertible Preferred Stock.

"**Initial Price**" shall have the meaning set forth in the definition of Conversion Rate.

"**Issue Date**" shall mean [●], which is the original issue date of the Mandatory Convertible Preferred Stock.

"**Junior Stock**" means the Common Stock and each other class of capital stock or series of Preferred Stock established after the Issue Date, the terms of which do not expressly provide that such class or series ranks senior to, or on a parity with, the Mandatory Convertible Preferred Stock as to dividend rights and/or rights to distribution of assets upon liquidation, dissolution or winding up of the Corporation.

"**Liquidation Preference**" has the meaning set forth in Section 12(a).

"**Mandatory Conversion**" means a conversion pursuant to Section 5.

"**Mandatory Conversion Date**" means the third Business Day immediately following the last Trading Day of the Final Averaging Period.

"**Mandatory Convertible Preferred Stock**" shall have the meaning set forth in Section 1.

"**Market Disruption Event**" means any of the following events:

(i) any suspension of, or limitation imposed on, trading by the relevant exchange or quotation system during any period or periods aggregating one half-hour or longer and whether by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise relating to the Common Stock (or any other security into which the Mandatory Convertible Preferred Stock becomes convertible in connection with any Reorganization Event) or in futures or option contracts relating to the Common Stock (or such other security) on the relevant exchange or quotation system;

(ii) any event (other than a failure to open or a closure as described in clause (iii) of this definition of Market Disruption Event) that disrupts or impairs the ability of market participants during any period or periods aggregating one half-hour or longer in general to effect transactions in, or obtain market values for, the Common Stock (or any other security into which the Mandatory Convertible Preferred Stock becomes convertible in connection with any Reorganization Event) on the relevant exchange or quotation system or futures or options contracts relating to the Common Stock (or such other security) on any relevant exchange or quotation system; or

(iii) the failure to open of one of the exchanges or quotation systems on which futures or options contracts relating to the Common Stock (or any other security into which the Mandatory Convertible Preferred Stock becomes convertible in connection with any

Reorganization Event) are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after-hours or other trading outside the regular trading session hours) unless such earlier closing time is announced by such exchange or quotation system at least one hour prior to the earlier of the actual closing time for the regular trading session on such day and the submission deadline for orders to be entered into such exchange or quotation system for execution at the actual closing time on such day.

For purposes of clauses (i) and (ii) of this definition of "Market Disruption Event," the relevant exchange or quotation system will be the New York Stock Exchange; *provided* that if the Common Stock (or any other security into which the Mandatory Convertible Preferred Stock becomes convertible in connection with any Reorganization Event) is not listed on the New York Stock Exchange, the relevant exchange or quotation system will be the principal national securities exchange on which the Common Stock (or such other security) is listed for trading.

"**Maximum Conversion Rate**" shall have the meaning set forth in the definition of Conversion Rate.

"**Minimum Conversion Rate**" shall have the meaning set forth in the definition of Conversion Rate.

"**Non-U.S. Holder**" means a Holder that is not treated as a United States person for U.S. federal income tax purposes as defined under Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended from time to time.

"**Officer**" means the Chief Executive Officer, any Executive Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation.

"**Officers' Certificate**" means a certificate of the Corporation that is signed on behalf of the Corporation by two authorized Officers, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Corporation.

"**Optional Conversion**" shall have the meaning set forth in Section 6(a).

"**Optional Conversion Additional Conversion Amount**" shall have the meaning set forth in Section 6(b).

"**Optional Conversion Average Price**" shall have the meaning set forth in Section 6(b).

"**Optional Conversion Date**" shall have the meaning set forth in Section 8(c).

"**Parity Stock**" means any Preferred Stock issued and outstanding as of May 29, 2016 and any class of capital stock or series of Preferred Stock of the Corporation established after May 29, 2016, the terms of which expressly provide that such class or series will rank equally with the Mandatory Convertible Preferred Stock as to dividend rights and/or rights to distribution of assets upon liquidation, dissolution or winding up of the Corporation, in each case without regard to whether dividends accrue cumulatively or non-cumulatively.

"**Person**" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

"**Preference Stock**" shall have the meaning set forth in the recitals.

"**Preferred Stock**" means any and all series of preferred stock of the Corporation, including, without limitation, the Mandatory Convertible Preferred Stock.

"**Purchased Shares**" shall have the meaning set forth in Section 11(a)(v).

"**Purchaser**" means OCM Credit Portfolio LP, a limited partnership organized under the laws of Ontario

"**Record Date**" means, for purposes of a Fixed Conversion Rate adjustment pursuant to Section 11, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

"**Record Holders**" means, as to any day, the Holders of record of the Mandatory Convertible Preferred Stock as they appear on the stock register of the Corporation at 5:00 p.m., New York City time, on such day.

"**Registrar**" means the Transfer Agent.

"**Regular Record Date**" means with respect to payment of dividends on the Mandatory Convertible Preferred Stock, the 1st calendar day of the month in which the relevant Dividend Payment Date falls or such other record date fixed by the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date, but only to the extent a dividend has been declared to be payable on such Dividend Payment Date. The Regular Record Date shall apply regardless of whether such date is a Business Day.

"**Reorganization Event**" shall have the meaning set forth in Section 11(e).

"**Scheduled Trading Day**" means a day that is scheduled to be a Trading Day, except that if the Common Stock is not listed on a national securities exchange, "**Scheduled Trading Day**" means a Business Day.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Senior Stock**" shall have the meaning set forth in Section 14(c)(i).

"**Share Dilution Amount**" means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted accounting principles in the United States, and as measured from the date of the Corporation's consolidated financial

statements most recently filed with the Securities and Exchange Commission prior to the Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to employees, directors or consultants and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

"**Shelf Registration Statement**" shall mean a shelf registration statement filed with the Securities and Exchange Commission in connection with the issuance of or resales of shares of Common Stock issued as payment of a dividend, including dividends paid in connection with a conversion.

"**Spin-Off**" shall have the meaning set forth in Section 11(a)(iii).

"**Stock Price**" means:

(i) in the case of a Fundamental Change described in clause (ii) of the definition of Fundamental Change in which the holders of Common Stock receive only cash in the Fundamental Change, the cash amount paid per share of Common Stock; and

(ii) in the case of any other Fundamental Change, the Five-Day Average VWAP.

"**Stock Purchase Agreement**" means the Stock Purchase Agreement relating to the purchase of Mandatory Convertible Preferred Stock, dated May 29, 2016, between the Corporation and Purchaser.

"**Subsidiary**" means, with respect to the Corporation or any other Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of capital stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person, (ii) such Person and one or more Subsidiaries of such Person or one or more Subsidiaries of such Person.

"**Threshold Appreciation Price**" shall have the meaning set forth in the definition of Conversion Rate.

"**Trading Day**" means any day on which:

(i) there is no Market Disruption Event; and

(ii) the New York Stock Exchange is open for trading, or, if the Common Stock (or any other security into which the Mandatory Convertible Preferred Stock becomes convertible in connection with any Reorganization Event) is not listed on the New York Stock Exchange, any day on which the principal national securities exchange on which the Common Stock (or such other security) is listed is open for trading, or, if the Common Stock (or such other security) is not listed on a national securities exchange, any Business Day.

A "**Trading Day**" only includes those days that have a scheduled closing time of 4:00 p.m., New York City time, or the then standard closing time for regular trading on the relevant exchange or trading system.

"**Transfer Agent**" means, initially, Computershare Trust Company, N.A. until a successor transfer agent is appointed pursuant to Section 21 and, thereafter, means such successor. The foregoing sentence shall likewise apply to any such subsequent successor or successors.

"**Trigger Event**" shall have the meaning set forth in Section 11(a)(iii)(A).

"**Unit of Exchange Property**" shall have the meaning set forth in Section 11(e).

"**VWAP**" means:

(i) per share of Common Stock, on any Trading Day, the price per share of Common Stock as displayed under the heading "Bloomberg VWAP" on Bloomberg (or any successor service) page GXP <Equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the scheduled open to 4:00 p.m., New York City time, on such Trading Day; or, if such price is not available, the market value per share of Common Stock on such Trading Day as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by the Corporation for such purpose; and

(ii) per share of capital stock (other than the Common Stock) or per ADR, in each case traded on a U.S. national securities exchange, on any Trading Day, the price per share of such capital stock or per ADR as displayed under the heading "Bloomberg VWAP" on the relevant Bloomberg page (or any successor service) in respect of the period from the scheduled open to 4:00 p.m., New York City time, on such Trading Day; or if such price is not available, the market value per share of such capital stock or per ADR on such Trading Day as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by the Corporation for such purpose.

**SECTION 3.** *Dividends*.

(a) Holders shall be entitled to receive, when, as and if declared by the Board of Directors and to the extent lawful, cumulative dividends at a rate per year of 7.25% of the Initial Liquidation Preference (equivalent to $72.50 per year per share of Mandatory Convertible Preferred Stock), payable in cash, by delivery of shares of Common Stock or by delivery of any combination of cash and shares of Common Stock, as determined by the Corporation in good faith (subject to the limitations described in Section 4). Declared dividends on the Mandatory Convertible Preferred Stock shall be payable quarterly on each Dividend Payment Date at such annual rate, and dividends shall accumulate from the most recent date as to which dividends shall have been paid or, if no dividends have been paid, from the Issue Date, whether or not in any Dividend Period or Dividend Periods, as the case may be, there have been funds or shares of Common Stock lawfully available for the payment of such dividends. Dividends will be payable on a Dividend Payment Date to Holders that are Record Holders on the Regular Record Date immediately preceding such Dividend Payment Date, but only to the extent a dividend has been

declared to be payable on such Dividend Payment Date, except that dividends payable on the Mandatory Conversion Date will be payable to the Holders presenting the Mandatory Convertible Preferred Stock for conversion. Dividends payable on shares of Mandatory Convertible Preferred Stock for each full Dividend Period shall be computed by dividing the annual dividend rate by four. Dividends payable on shares of Mandatory Convertible Preferred Stock for any period other than a full Dividend Period shall be based on the actual number of days elapsed during such Dividend Period and computed on the basis of a 360-day year consisting of twelve 30-day months. Accumulated dividends on shares of Mandatory Convertible Preferred Stock shall not bear interest if they are paid subsequent to the applicable Dividend Payment Date. Any accumulated and unpaid dividends from any preceding Dividend Period can be declared and paid on a date determined by the Board of Directors in good faith.

(b) No dividend shall be declared or paid upon, or any sum of cash or number of shares of Common Stock set apart for the payment of dividends upon, any outstanding shares of Mandatory Convertible Preferred Stock with respect to any Dividend Period unless all dividends for all preceding Dividend Periods shall have been declared and paid, or declared and a sum of cash or number of shares of Common Stock sufficient for the payment thereof has been set apart for the payment of such dividends, upon all outstanding shares of Mandatory Convertible Preferred Stock. No dividend with respect to the Mandatory Convertible Preferred Stock shall be paid unless and until the Board of Directors declares a dividend payable with respect to the Mandatory Convertible Preferred Stock.

(c) Holders shall not be entitled to any dividends on the Mandatory Convertible Preferred Stock, whether payable in cash, shares of Common Stock or any combination thereof, in excess of full cumulative dividends.

(d) (i) So long as any share of Mandatory Convertible Preferred Stock remains outstanding:

(A) no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock, except dividends payable solely in shares of Common Stock or other Junior Stock or rights to acquire same;

(B) no dividend or distribution shall be declared or paid on Parity Stock, except as set forth in this Section 3(d); and

(C) no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Corporation or any of its Subsidiaries,

unless all accumulated and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period, on all outstanding shares of Mandatory Convertible Preferred Stock have been or are contemporaneously declared and paid in full (or have been declared and a sufficient sum of cash or number of shares of Common Stock for the payment thereof has been set aside for the benefit of the Holders on the applicable Regular Record Date).

(ii) The limitations set forth in Section 3(d)(i) shall not apply to:

(D) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan or other incentive plan, including employment contracts, in the ordinary course of business (including purchases of shares of Common Stock in lieu of tax withholding and purchases of shares of Common Stock to offset the Share Dilution Amount pursuant to a publicly announced repurchase plan); *provided* that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount;

(E) any dividends or distributions of rights or Junior Stock in connection with a stockholders' rights plan or any redemption or repurchase of rights pursuant to any stockholders' rights plan;

(F) purchases of shares of Common Stock or Junior Stock pursuant to a contractually binding requirement to buy the same existing prior to the preceding Dividend Period; and

(G) the exchange or conversion of Junior Stock for or into other Junior Stock or of Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation preference) or Junior Stock and, in each case, the payment of cash solely in lieu of fractional shares.

When dividends are not paid (or declared and a sufficient sum of cash or number of share of Common Stock for payment thereof set aside for the benefit of the Holders thereof on the applicable Regular Record Date) on any Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period related to such Dividend Payment Date) in full upon the Mandatory Convertible Preferred Stock and any shares of Parity Stock, all dividends declared on Mandatory Convertible Preferred Stock and all such Parity Stock and payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared and paid *pro rata* so that the respective amounts of such dividends declared shall bear the same ratio to each other as all accumulated and unpaid dividends per share on the shares of Mandatory Convertible Preferred Stock and all Parity Stock payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) (subject to their having been declared by the Board of Directors out of funds of the Corporation lawfully available and including, in the case of Parity Stock that bears cumulative dividends, all accumulated but unpaid dividends) bear to each other. If the Board of Directors determines not to pay any dividend or a full dividend on a Dividend Payment Date, the Corporation will provide a 10 Business Days' written notice to the Holders prior to such Dividend Payment Date, or as reasonably practicable thereafter.

Subject to the foregoing, dividends (payable in cash, securities or other property) as may be determined by the Board of Directors may be declared and paid on any securities of the Corporation, including Common Stock and other Junior Stock, from time to time out of any

funds of the Corporation lawfully available for such payment, and Holders shall not be entitled to participate in any such dividends. Unless otherwise agreed by Holders of a majority in voting power of the shares of Mandatory Convertible Preferred Stock at the time outstanding, payments to holders of Parity Stock shall be made in the same proportion of cash and shares of Common Stock that are paid to Holders of the Mandatory Convertible Preferred Stock.

**SECTION 4.** *Method of Payment of Dividends*.

(a) Subject to the limitations described below, any declared dividend (or any portion of any declared dividend) on the Mandatory Convertible Preferred Stock, whether or not for a current Dividend Period or any prior Dividend Period, including in connection with the payment of declared and unpaid dividends pursuant to Sections 5, 6 and 7, may be paid by the Corporation, as determined in good faith by the Corporation:

(i) in cash;

(ii) by delivery of shares of Common Stock; or

(iii) through payment or delivery, as the case may be, of any combination of cash and shares of Common Stock;

*provided* that in the case of a Fundamental Change Conversion that is a Reorganization Event, dividends otherwise payable in shares of Common Stock may be paid by delivery of Units of Exchange Property in accordance with Section 11(e); and *provided further* that if the Board of Directors may not lawfully authorize payment of all or any portion of such accumulated and unpaid dividends in cash, it shall authorize payment of such dividends in shares of Common Stock or Units of Exchange Property, as the case may be, if lawfully permitted to do so.

(b) Each payment of a declared dividend on the Mandatory Convertible Preferred Stock shall be made in cash, except to the extent the Corporation elects to make all or any portion of such payment in shares of Common Stock. The Corporation shall give notice to Holders of any such election and the portion of such payment that will be made in cash and the portion that will be made in shares of Common Stock no later than 10 Scheduled Trading Days prior to the Dividend Payment Date for such dividend; *provided* that if the Corporation does not provide timely notice of such election, the Corporation will be deemed to have elected to pay the relevant dividend in cash.

(c) If the Corporation elects to pay any dividend or portion thereof in shares of Common Stock, such shares of Common Stock shall be valued for such purpose, in the case of any dividend payment or portion thereof, at 90% of the Average VWAP per share of Common Stock over the five consecutive Trading Day period beginning on and including the seventh Scheduled Trading Day prior to the applicable Dividend Payment Date (the "**Dividend Payment Average Price**").

(d) Notwithstanding the foregoing, in no event shall the number of shares of Common Stock to be delivered, in connection with any declared dividend on the Mandatory Convertible Preferred Stock, including any dividend payable in connection with a conversion, exceed a number equal to the total dividend payment *divided by* $10.03, subject to adjustment in a manner

inversely proportional to any adjustment to each Fixed Conversion Rate as set forth in Section 11 (such dollar amount, as adjusted from time to time, the "**Floor Price**"). To the extent that the amount of any declared dividend exceeds the product of (x) the number of shares of Common Stock delivered in connection with such declared dividend and (y) 90% of the Dividend Payment Average Price, the Corporation shall, if it is legally able to do so, notwithstanding any notice by the Corporation to the contrary, pay such excess amount in cash, and any amounts not so paid shall continue to be owed by the Corporation as accumulated dividends.

(e) In respect of any cash paid, shares of Common Stock issued, Units of Exchange Property delivered in payment or partial payment of a dividend, or any distribution or other payments made or deemed made (in each case, for U.S. federal income tax purposes) to a Non-U.S. Holder, the Corporation shall withhold and, in the case of such shares of Common Stock or Units of Exchange Property, the Corporation may do so by selling (or directing the Transfer Agent or any paying agent on behalf of the Corporation to withhold and sell) such amount in cash, number of shares of Common Stock or Units of Exchange Property as the Corporation deems necessary, to result in proceeds from such sale (after deduction of customary commissions, which shall be for the account of such Non-U.S. Holder) to pay all or any part of any U.S. withholding tax obligation that the Corporation has (as determined by it in its commercially reasonable sole discretion) in respect of the payment or partial payment of such dividend of cash, shares of Common Stock or Units of Exchange Property to such Non-U.S. Holder.

**SECTION 5.** *Mandatory Conversion on the Mandatory Conversion Date.*

(a) Each outstanding share of Mandatory Convertible Preferred Stock shall automatically convert on the Mandatory Conversion Date into a number of shares of Common Stock equal to the Conversion Rate, unless such share of Mandatory Convertible Preferred Stock has been converted prior to the Mandatory Conversion Date in the manner described in Section 6 or Section 7.

(b) Each of the Fixed Conversion Rates, the Initial Price, the Threshold Appreciation Price, the Floor Price, the Fundamental Change Conversion Rate, and the Applicable Market Value shall be subject to adjustment in accordance with the provisions of Section 11.

(c) If prior to the Mandatory Conversion Date the Corporation has not declared all or any portion of the accumulated dividends on the Mandatory Convertible Preferred Stock, the Conversion Rate shall be adjusted so that Holders receive an additional number of shares of Common Stock equal to the amount of such accumulated dividends that have not been declared (the "**Additional Conversion Amount**") *divided by* the greater of the Floor Price and 90% of the Dividend Payment Average Price. To the extent that the Additional Conversion Amount exceeds the product of such number of additional shares of Common Stock and the Applicable Market Value, the Corporation shall, if the Corporation is legally able to do so, declare and pay such excess amount in cash *pro rata* to the Holders.

**SECTION 6.** *Optional Conversion at the Option of the Holder.*

(a) Holders shall have the right, upon obtaining any required approval or consent of any applicable governmental authority, to convert their shares of Mandatory Convertible Preferred

Stock, in whole or in part (but in no event less than one share Mandatory Convertible Preferred Stock) (any conversion pursuant to this Section 6, an "**Optional Conversion**"), at any time prior to the Mandatory Conversion Date, other than during the Fundamental Change Conversion Period, into shares of Common Stock at the Minimum Conversion Rate, subject to adjustment in accordance with Section 11.

(b) If as of any Optional Conversion Date the Corporation has not declared all or any portion of the accumulated and unpaid dividends for all Dividend Periods ending on a Dividend Payment Date prior to such Optional Conversion Date, the Minimum Conversion Rate shall be adjusted, with respect to the relevant Optional Conversion, so that the converting Holder at such time receives an additional number of shares of Common Stock equal to the amount of accumulated and unpaid dividends that have not been declared for such prior Dividend Periods (the "**Optional Conversion Additional Conversion Amount**"), *divided by* the greater of the Floor Price and the Average VWAP per share of Common Stock over the 20 consecutive Trading Day period commencing on, and including, the 22nd Scheduled Trading Day prior to the Optional Conversion Date (such average being referred to as the "**Optional Conversion Average Price**"). To the extent that the Optional Conversion Additional Conversion Amount exceeds the product of the number of additional shares and the Optional Conversion Average Price, the Corporation shall pay such excess amount in cash if the Corporation is legally able to do so. Except as described in the first sentence of this Section 6(b), upon any Optional Conversion of any shares of Mandatory Convertible Preferred Stock, the Corporation shall make no payment or allowance for unpaid dividends on such shares of Mandatory Convertible Preferred Stock, unless such Optional Conversion occurs after the Regular Record Date for a declared dividend and on or prior to the immediately succeeding Dividend Payment Date, in which case the Corporation shall pay such dividend on such Dividend Payment Date to the Record Holder of the converted shares of Mandatory Convertible Preferred Stock as of such Regular Record Date, in accordance with Section 3.

(c) To effect an Optional Conversion, the converting Holder shall comply with the applicable conversion procedures set forth in Section 8. The Corporation shall, in accordance with the instructions provided by the Holder thereof in the written notice of conversion provided to the Corporation pursuant to Section 8, deliver to the Holder the whole number of shares of Common Stock to which the converting Holder shall be entitled upon such Optional Conversion, together with payment of cash in lieu of any fraction of a share of Common Stock, as provided in Section 10, and any certificate or certificates, as the case may be, representing shares of Mandatory Convertible Preferred Stock, as provided in Section 8(d)(i). If applicable, the Corporation shall instruct the Transfer Agent to register the whole number of shares of Common Stock to which the converting Holder shall be entitled upon such Optional Conversion in the name or names, as the case may be, specified by such Holder in the notice of conversion.

**SECTION 7.** *Fundamental Change Conversion.*

(a) If a Fundamental Change occurs on or prior to the Mandatory Conversion Date, Holders, subject to adjustments in accordance with Section 11, shall have the right to:

(i) convert their Mandatory Convertible Preferred Stock, in whole or in part (but in no event less than one Mandatory Convertible Preferred Stock) at any time during the period

(the "**Fundamental Change Conversion Period**") from and including the Effective Date of such Fundamental Change to, but excluding, the earlier of (i) the Mandatory Conversion Date and (ii) the date selected by the Corporation that is not less than 30 nor more than 60 days after the Effective Date (the "**Fundamental Change Conversion Date**") (any conversion pursuant to this Section 7, a "**Fundamental Change Conversion**") (1) into a number of shares of Common Stock equal to the Fundamental Change Conversion Rate per share of Mandatory Convertible Preferred Stock; or (2) if the Fundamental Change also constitutes a Reorganization Event, Units of Exchange Property in accordance with Section 11(e), based on the Fundamental Change Conversion Rate;

(ii) with respect to such converted shares of Mandatory Convertible Preferred Stock, receive a Fundamental Change Dividend Make-whole Amount payable in cash or in shares of Common Stock (or, if applicable, Units of Exchange Property); and

(iii) with respect to such converted shares, receive the Accumulated Dividend Amount payable in cash or in shares of Common Stock (or, if applicable, Units of Exchange Property);

subject, in the case of clauses (ii) and (iii), to limitations with respect to the number of shares of Common Stock that the Corporation shall be required to deliver as described in Section 7(d); provided, however, that the Corporation shall pay any excess amount in cash.

Notwithstanding clauses (ii) and (iii), if such Effective Date or the relevant Fundamental Change Conversion Date falls during a Dividend Period for which the Corporation declared a dividend on the Mandatory Convertible Preferred Stock, the Corporation shall pay such dividend on the relevant Dividend Payment Date to the Record Holders as of the immediately preceding Regular Record Date, in accordance with Section 3, and such dividend shall not be included in the Accumulated Dividend Amount, and the Fundamental Change Dividend Make-whole Amount shall not include the present value of such dividend.

(b) To the extent practicable, at least 20 calendar days prior to the anticipated Effective Date of the Fundamental Change, but in any event not later than two Business Days following the Corporation's becoming aware of the occurrence of a Fundamental Change, a written notice shall be sent by or on behalf of the Corporation, by first-class mail, postage prepaid, to the Record Holders. Such notice shall contain:

(i) the date on which the Fundamental Change is anticipated to be effected;

(ii) the Fundamental Change Conversion Period;

(iii) the instructions a Holder must follow to effect a Fundamental Change Conversion in connection with such Fundamental Change; and

(iv) whether the Corporation has elected to pay all or any portion of accumulated and unpaid dividends in shares of Common Stock or Units of Exchange Property, as the case may be, and, if so, the portion thereof (as a percentage) that will be paid in shares of Common Stock or Units of Exchange Property.

(c) To effect a Fundamental Change Conversion, the converting Holder must submit its Mandatory Convertible Preferred Stock for conversion and comply with the applicable conversion procedures set forth in Section 8 at any time during the Fundamental Change Conversion Period. Holders who do not submit Mandatory Convertible Preferred Stock for conversion during the Fundamental Change Conversion Period will not be entitled to convert their Mandatory Convertible Preferred Stock at the Fundamental Change Conversion Rate or to receive the Fundamental Change Dividend Make-whole Amount or, in connection with the Fundamental Change, the Accumulated Dividend Amount. To the extent a Holder does not convert its shares of Mandatory Convertible Preferred Stock pursuant to this Section 7 and a Reorganization Event has occurred, in lieu of shares of Common Stock, the Corporation shall pay or deliver, as the case may be, to such Holder on the Mandatory Conversion Date, Units of Exchange Property as determined in accordance with Section 11(e).

(d) (i) For any shares of Mandatory Convertible Preferred Stock that are converted during the Fundamental Change Conversion Period, in addition to the shares of Common Stock issued upon conversion at the Fundamental Change Conversion Rate, the Corporation will at its option:

(A) pay the Holder in cash, to the extent the Corporation is legally permitted to do so, the present value, computed using a discount rate of 4.75% per year, of all dividend payments on the Holder's Mandatory Convertible Preferred Stock for all the remaining Dividend Periods (excluding any accumulated and unpaid dividends for all Dividend Periods ending on or prior to the Dividend Payment Date preceding the Effective Date of the Fundamental Change as well as dividends accumulated to the Effective Date of the Fundamental Change) from such Effective Date to but excluding the Mandatory Conversion Date (the "**Fundamental Change Dividend Make-whole Amount**");

(B) increase the number of shares of Common Stock to be issued on conversion by a number equal to (x) the Fundamental Change Dividend Make-whole Amount *divided by* (y) the greater of the Floor Price and 90% of the Stock Price, or

(C) pay the Fundamental Change Dividend Make-whole Amount in a combination of cash and shares of Common Stock in accordance with the provisions of clauses (A) and (B) above.

(ii) In addition, for any Mandatory Convertible Preferred Stock that are converted during the Fundamental Change Conversion Period, to the extent that, as of the Effective Date of the Fundamental Change, the Corporation has not declared any or all of the accumulated dividends on the Mandatory Convertible Preferred Stock as of such Effective Date (including accumulated and unpaid dividends for all dividend periods ending on or prior to the Dividend Payment Date preceding the Effective Date of the Fundamental Change as well as dividends accumulated to the Effective Date of the Fundamental Change, the "**Accumulated Dividend Amount**"), Holders who convert Mandatory Convertible Preferred Stock within the Fundamental Change Conversion Period will be entitled to receive such Accumulated Dividend Amount upon conversion. The Accumulated Dividend Amount will be payable at the Corporation's election in either:

(A) cash, to the extent the Corporation is legally permitted to do so,

(B) an additional number of shares of Common Stock equal to (x) the Accumulated Dividend Amount *divided by* (y) the greater of the Floor Price and 90% of the Stock Price, or

(C) a combination of cash and shares of Common Stock in accordance with the provisions of clauses (A) and (B) above.

(iii) The Corporation shall pay the Fundamental Change Dividend Make-whole Amount and the Accumulated Dividend Amount in cash, except to the extent the Corporation elects on or prior to the second Business Day following the Effective Date of a Fundamental Change to make all or any portion of such payments in shares of Common Stock. If the Corporation elects to deliver shares of Common Stock in respect of all or any portion of the Fundamental Change Dividend Make-whole Amount or the Accumulated Dividend Amount, to the extent that the Fundamental Change Dividend Make-whole Amount or the Accumulated Dividend Amount or any portion thereof paid in shares of Common Stock exceeds the product of the number of additional shares the Corporation delivers in respect thereof and 90% of the Stock Price, the Corporation shall, if it is legally able to do so, declare and pay such excess amount in cash.

(e) Not later than the second Business Day following the Effective Date, the Corporation shall notify Holders of:

(i) the Fundamental Change Conversion Rate;

(ii) the Fundamental Change Dividend Make-whole Amount and whether the Corporation will pay such amount in cash, shares of Common Stock or a combination thereof, and specifying the combination thereof, if applicable; and

(iii) the Accumulated Dividend Amount as of the Effective Date and whether the Corporation will pay such amount in cash, shares of Common Stock or a combination thereof, and, specifying the combination thereof, if applicable.

**SECTION 8.** *Conversion Procedures.*

(a) On the Mandatory Conversion Date, any Fundamental Change Holder Conversion Date or any Optional Conversion Date (each, a "**Conversion Date**"), dividends on any shares of Mandatory Convertible Preferred Stock converted to Common Stock shall cease to accrue and accumulate, and on the Conversion Date, such converted shares of Mandatory Convertible Preferred Stock shall cease to be outstanding, in each case, subject to the right of Holders of such shares of Mandatory Convertible Preferred Stock to receive shares of Common Stock (or Units of Exchange Property, if applicable) into which such shares of Mandatory Convertible Preferred Stock were converted and any accumulated and unpaid dividends on such shares to which such Holders are otherwise entitled pursuant to Section 5(c), Section 6(b) or Section 7(d), as applicable.

(b) Subject to Section 16, on the Mandatory Conversion Date, pursuant to Section 5, any outstanding shares of Mandatory Convertible Preferred Stock shall automatically convert into shares of Common Stock. The Person or Persons entitled to receive the Common Stock issuable

upon any such conversion of the Mandatory Convertible Preferred Stock shall be treated as the Record Holder or Record Holders, as the case may be, of such shares of Common Stock as of 5:00 p.m., New York City time, on the Mandatory Conversion Date. Except as provided under Section 11, other than in connection with an Optional Conversion or a Fundamental Change Conversion, prior to 5:00 p.m., New York City time, on the Mandatory Conversion Date, shares of Common Stock issuable upon conversion of any shares of Mandatory Convertible Preferred Stock shall not be outstanding for any purpose, and Holders of shares of Mandatory Convertible Preferred Stock shall have no rights with respect to such shares of Common Stock, including, without limitation, voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock, in each case by virtue of holding shares of Mandatory Convertible Preferred Stock. No allowance or adjustment, except as set forth in Section 11, shall be made in respect of dividends payable to holders of record of Common Stock as of any date prior to the Mandatory Conversion Date.

(c) To effect an Optional Conversion pursuant to Section 6 or a Fundamental Change Conversion pursuant to Section 7, a Holder who

(i) holds a beneficial interest in a Global Preferred Share must deliver to DTC the appropriate instruction form for conversion pursuant to DTC's conversion program and, if required, pay all transfer or similar taxes or duties, if any; or

(ii) holds Mandatory Convertible Preferred Stock in definitive, certificated form or in book-entry form on the books of the Transfer Agent must:

(A) complete and manually sign the conversion notice on the back of the Mandatory Convertible Preferred Stock certificate or a facsimile of such conversion notice;

(B) deliver the completed conversion notice and the certificated Mandatory Convertible Preferred Stock to be converted to the Conversion and Dividend Disbursing Agent;

(C) if required, furnish appropriate endorsements and transfer documents; and

(D) if required, pay all transfer or similar taxes or duties, if any.

(the day on which the Holder complies with such requirements, the "**Optional Conversion Date**" or the "**Fundamental Change Holder Conversion Date**", as the case may be). A Holder shall not be required to pay any taxes or duties relating to the issuance or delivery of shares of Common Stock if such Holder exercises its conversion rights, but such Holder shall be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of shares of Common Stock in a name other than the name of such Holder. A certificate representing the shares of Common Stock issuable upon conversion shall be issued and delivered to the converting Holder or, if the shares of Mandatory Convertible Preferred Stock being converted are in book-entry form, the shares of Common Stock issuable upon conversion shall be delivered to the converting Holder through book-entry transfer through the facilities of the Depositary, in each case together with delivery by the Corporation to the converting Holder of any cash to which the converting Holder is entitled, on the later of the third Business Day immediately succeeding the Optional Conversion Date or the Fundamental Change Holder Conversion Date, as the case may be, and the Business Day after the Holder has paid in full all applicable taxes and duties, if any.

The issuance by the Corporation of shares of Common Stock upon an Optional Conversion or a Fundamental Change Conversion shall be deemed effective immediately prior to 5:00 p.m., New York City time, on the Optional Conversion Date or the Fundamental Change Holder Conversion Date, as the case may be. The Person or Persons entitled to receive the Common Stock issuable upon any such Optional Conversion or Fundamental Change Conversion of the Mandatory Convertible Preferred Stock shall be treated as the Record Holder or Record Holders, as the case may be, of such shares of Common Stock as of 5:00 p.m., New York City time, on the Optional Conversion Date or Fundamental Change Holder Conversion Date, as the case may be. Except as provided under Section 11, prior to 5:00 p.m., New York City time, on the Optional Conversion Date or Fundamental Change Holder Conversion Date, as the case may be, shares of Common Stock issuable upon such Optional Conversion or Fundamental Change Conversion shall not be outstanding for any purpose, and Holders of shares of Mandatory Convertible Preferred Stock shall have no rights with respect to such shares of Common Stock, including voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock, in each case by virtue of holding shares of Mandatory Convertible Preferred Stock.

(d) With respect to any Optional Conversion or any Fundamental Change Conversion of shares of Mandatory Convertible Preferred Stock:

(i) if there shall have been surrendered certificate or certificates, as the case may be, representing a greater number of shares of Mandatory Convertible Preferred Stock than the number of shares of Mandatory Convertible Preferred Stock to be converted, the Corporation shall execute and the Registrar shall countersign and deliver to such Holder or such Holder's designee, at the expense of the Corporation, new certificate or certificates, as the case may be, representing the number of shares of Mandatory Convertible Preferred Stock that shall not have been converted; and

(ii) if the shares of Mandatory Convertible Preferred Stock converted are held in book-entry form through the facilities of the Depositary or in the books of the Transfer Agent, promptly following the relevant Optional Conversion Date or Fundamental Change Holder Conversion Date, as the case may be, the Corporation shall cause the Transfer Agent and Registrar to reduce the number of shares of Mandatory Convertible Preferred Stock (A) represented by the global certificate by making a notation on Schedule I attached to the relevant Global Preferred Share or (B) reflected in the books of the Transfer Agent, as applicable.

**SECTION 9.** *Reservation of Common Stock.*

(a) The Corporation shall at all times reserve and keep available out of its authorized and unissued shares of Common Stock, solely for issuance, the full number of shares of Common Stock issuable upon payment of accumulated and unpaid dividends and upon conversion of the Mandatory Convertible Preferred Stock at the Maximum Conversion Rate then in effect.

(b) All shares of Common Stock delivered upon conversion of the Mandatory Convertible Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, charges, security interests and other encumbrances (other than liens, claims, charges, security interests and other encumbrances created by the Holders).

(c) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Mandatory Convertible Preferred Stock, the Corporation shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder, if any, requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

**SECTION 10.** *Fractional Shares.*

(a) No fractional shares of Common Stock or any other common stock or ADRs included in the Exchange Property shall be issued to Holders, including as a result of any conversion of shares of Mandatory Convertible Preferred Stock or as a result of any payment of dividends on the Mandatory Convertible Preferred Stock in shares of Common Stock or Units of Exchange Property.

(b) In lieu of any fractional share of Common Stock or any other common stock or ADRs included in the Exchange Property otherwise issuable upon Mandatory Conversion, Optional Conversion, or Fundamental Change Conversion (including in connection with a dividend payment in connection therewith), that Holder shall be entitled to receive an amount in cash (computed to the nearest cent) based on the VWAP per share of Common Stock, or, if applicable, such other common stock or ADR, on the Trading Day immediately preceding the applicable Conversion Date. In lieu of any fractional shares of Common Stock that would otherwise be delivered to a Holder in payment or partial payment of any dividend pursuant to Section 4(b), the Holder will be entitled to receive an amount in cash (computed to the nearest cent) based on the Dividend Payment Average Price with respect to such dividend.

(c) If more than one share of the Mandatory Convertible Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock, or, if applicable, other common stock or full ADRs, issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Mandatory Convertible Preferred Stock so surrendered for conversion. If the Corporation pays dividends in Common Stock, other common stock or ADRs pursuant to Section 4(b) on more than one share of Mandatory Convertible Preferred Stock held at any one time by or for the same Holder, the number of full shares of Common Stock, or, if applicable, other common stock or full ADRs, payable in connection with such dividend shall be computed on the basis of the aggregate number of shares of Mandatory Convertible Preferred Stock so surrendered for conversion.

**SECTION 11.** *Conversion Rate Adjustments to the Fixed Conversion Rates.*

(a) Each Fixed Conversion Rate shall be adjusted from time to time as follows:

(i) If the Corporation issues Common Stock as a dividend or distribution to all or substantially all holders of the Common Stock, or if the Corporation effects a subdivision or combination (including, without limitation, a stock split or a reverse stock split) of the Common Stock, each Fixed Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

$CR_0$ = the Fixed Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Record Date for such dividend or distribution or immediately prior to 9:00 a.m., New York City time, on the effective date for such subdivision or combination, as the case may be;

$CR_1$ = the Fixed Conversion Rate in effect immediately after 5:00 p.m., New York City time, on such Record Date or immediately after 9:00 a.m., New York City time, on such effective date, as the case may be;

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to 5:00 p.m., New York City time, on such Record Date or immediately prior to 9:00 a.m., New York City time, on such effective date, as the case may be (and prior to giving effect to such event); and

$OS_1$ = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such dividend, distribution, subdivision or combination.

Any adjustment made under this Section 11(a)(i) shall become effective immediately after 5:00 p.m., New York City time, on the Record Date for such dividend or distribution, or immediately after 9:00 a.m., New York City time, on the effective date for such subdivision or combination, as the case may be. If any dividend, distribution, subdivision or combination of the type described in this clause (i) is declared but not so paid or made, each Fixed Conversion Rate shall be immediately readjusted, effective as of the earlier of (a) the date the Board of Directors determines not to pay or make such dividend, distribution, subdivision or combination and (b) the date the dividend or distribution was to be paid or the date the subdivision or combination was to have been effective, to the Fixed Conversion Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(ii) If the Corporation issues to all or substantially all holders of the Common Stock any rights, options or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights, options or warrants to subscribe for or purchase shares of Common Stock at less than the Average VWAP per share of Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance, each Fixed Conversion Rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{(OS_0 + X)}{(OS_0 + Y)}$$

where,

$CR_0$ = the Fixed Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Record Date for such issuance;

$CR_1$ = the Fixed Conversion Rate in effect immediately after 5:00 p.m., New York City time, on such Record Date;

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to 5:00 p.m., New York City time, on such Record Date;

X = the number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = the aggregate price payable to exercise such rights, options or warrants, *divided by* the Average VWAP per share of Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance.

Any increase in the Fixed Conversion Rates made pursuant to this Section 11(a)(ii) shall become effective immediately after 5:00 p.m., New York City time, on the Record Date for such issuance. To the extent such rights, options or warrants are not exercised prior to their expiration or termination, each Fixed Conversion Rate shall be decreased, effective as of the date of such expiration or termination, to the Fixed Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights, options or warrants are not so issued, each Fixed Conversion Rate shall be decreased, effective as of the earlier of (a) the date the Board of Directors determines not to issue such rights, options or warrants and (b) the date such rights, options or warrants were to have been issued, to the Fixed Conversion Rate that would then be in effect if such issuance had not been announced.

For purposes of this Section 11(a)(ii), in determining whether any rights, options or warrants entitle the holders thereof to subscribe for or purchase shares of the Common Stock at less than the Average VWAP per share of Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance, and in determining the aggregate price payable to exercise such rights, options or warrants, there shall be taken into account any consideration the Corporation receives for such rights, options or warrants and any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be determined in good faith by the Board of Directors, which determination shall be final.

(iii) If the Corporation pays a dividend or other distribution to all or substantially all holders of Common Stock of shares of the Corporation's capital stock (other than Common Stock), evidences of the Corporation's indebtedness, the Corporation's assets or rights to acquire the capital stock, indebtedness or assets of the Corporation, excluding:

(1) any dividend, distribution or issuance as to which an adjustment was effected pursuant to Section 11(a)(i) or Section 11(a)(ii);

(2) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 11(a)(iv) below;

(3) Spin-Offs as to which the provisions set forth below in this Section 11(a)(iii) apply; and

(4) any dividends or distributions in connection with a Reorganization Event that is included in Exchange Property under Section 11(e),

then each Fixed Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{(SP_0 - FMV)}$$

where,

$CR_0$ = the Fixed Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Record Date for such dividend or distribution;

$CR_1$ = the Fixed Conversion Rate in effect immediately after 5:00 p.m., New York City time, on such Record Date;

$SP_0$ = the Average VWAP per share of Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

FMV = the fair market value (as determined in good faith by the Board of Directors upon advice of a nationally recognized independent investment banking firm retained by the Corporation for such purpose) on the Ex-Dividend Date for such dividend or distribution of shares of the Corporation's capital stock (other than Common Stock), evidences of the Corporation's indebtedness, the Corporation's assets or rights to acquire the capital stock, indebtedness or assets of the Corporation, expressed as an amount per share of Common Stock.

If the Board of Directors determines the "FMV" (as defined in this Section 11(a)(iii)) of any dividend or other distribution for purposes of this Section 11(a)(iii) by referring to the actual or when-issued trading market for any securities, it shall in doing so consider the prices in such market over the Average VWAP per share of Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Record Date for such dividend or distribution.

Notwithstanding the foregoing, if "FMV" (as defined in this Section 11(a)(iii)) is equal to or greater than "SP0" (as defined in this Section 11 (a)(iii)), in lieu of the foregoing increase, each Holder shall receive, in respect of each share of Mandatory Convertible Preferred Stock, at the same time and upon the same terms as holders of Common Stock, the amount and kind of shares of the Corporation's capital stock (other than Common Stock), evidences of the Corporation's

indebtedness, the Corporation's assets or rights to acquire the capital stock, indebtedness or assets of the Corporation that such Holder would have received if such Holder owned a number of shares of Common Stock equal to the Maximum Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Record Date for such dividend or other distribution.

Any increase made under the portion of this Section 11(a)(iii) above shall become effective immediately after 5:00 p.m., New York City time, on the Record Date for such dividend or other distribution. If such dividend or other distribution is not so paid or made, each Fixed Conversion Rate shall be decreased, effective as of the earlier of (a) the date the Board of Directors determines not to pay the dividend or other distribution and (b) the date such dividend or distribution was to have been paid, to the Fixed Conversion Rate that would then be in effect if the dividend or other distribution had not been declared.

If the transaction that gives rise to an adjustment pursuant to this Section 11(a)(iii) is one pursuant to which the payment of a dividend or other distribution on the Common Stock consists of shares of capital stock of, or similar equity interests in, a Subsidiary or other business unit of the Corporation (a "**Spin-Off**") that are, or, when issued, will be, traded on a U.S. national securities exchange or a reasonably comparable non-U.S. equivalent, then each Fixed Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{(FMV_0 + MP_0)}{MP_0}$$

where,

$CR_0$ = the Fixed Conversion Rate in effect at 5:00 p.m., New York City time, on the tenth Trading Day immediately following, and including, the Ex-Dividend Date for such dividend or distribution;

$CR_1$ = the Fixed Conversion Rate in effect immediately after 5:00 p.m., New York City time, on the tenth Trading Day immediately following, and including, the Ex-Dividend Date for such dividend or distribution;

$FMV_0$ = the Average VWAP per share of such capital stock or similar equity interests distributed to holders of the Common Stock applicable to one share of Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Ex-Dividend Date for such dividend or distribution; and

$MP_0$ = the Average VWAP per share of Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Ex-Dividend Date for such dividend or distribution.

The adjustment to each Fixed Conversion Rate under the immediately preceding paragraph shall occur at 5:00 p.m., New York City time, on the 10th consecutive Trading Day immediately following, and including, the Ex-Dividend Date for such dividend or distribution, but will be given effect as of 9:00 a.m., New York City time, on the date immediately following the Record Date for such dividend or distribution. The Corporation shall delay the settlement of any

conversion of shares of Mandatory Convertible Preferred Stock if the Conversion Date occurs after the Record Date for such dividend or distribution and prior to the end of such 10 consecutive Trading Day period. In such event, the Corporation shall deliver the shares of Common Stock issuable in respect of such conversion (based on the adjusted Fixed Conversion Rates as described above) on the first Business Day immediately following the last Trading Day of such 10 consecutive Trading Day period.

For purposes of this Section 11(a)(iii) (and subject in all respects to Section 11(a)(i) and Section 11(a)(ii)):

(A) rights, options or warrants distributed by the Corporation to all or substantially all holders of the Common Stock entitling them to subscribe for or purchase shares of the Corporation's capital stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"):

(1) are deemed to be transferred with such shares of the Common Stock;

(2) are not exercisable; and

(3) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this Section 11(a)(iii) (and no adjustment to the Fixed Conversion Rates under this Section 11(a)(iii) shall be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Fixed Conversion Rates shall be made under this Section 11(a)(iii).

(B) If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the Issue Date, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof).

(C) In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding clause (B)) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Fixed Conversion Rates under this clause (iii) was made:

(1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, upon such final redemption or repurchase (x) the Fixed Conversion Rates shall be readjusted as if such rights, options or warrants had not been issued and (y) the Fixed Conversion Rates shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution pursuant to Section 11(a)(iv), equal to the

per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase; and

(2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Fixed Conversion Rates shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of Section 11(a)(i), Section 11(a)(ii) and this Section 11(a)(iii), if any dividend or distribution to which this Section 11(a)(iii) is applicable includes one or both of:

(A) a dividend or distribution of shares of Common Stock to which Section 11(a)(i) is applicable (the "**Clause A Distribution**"); or

(B) an issuance of rights, options or warrants to which Section 11(a)(ii) is applicable (the "**Clause B Distribution**"),

then:

(1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 11(a)(iii) is applicable (the "**Clause C Distribution**") and any Fixed Conversion Rate adjustment required by this Section 11(a)(iii) with respect to such Clause C Distribution shall then be made; and

(2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Fixed Conversion Rate adjustment required by Section 11(a)(i) and Section 11(a)(ii) with respect thereto shall then be made, except that, if determined by the Corporation (I) the "Record Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Record Date of the Clause C Distribution and (II) any shares of Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to 5:00 p.m., New York City time, on such Record Date or immediately prior to 9:00 a.m., New York City time, on such effective date" within the meaning of Section 11(a)(i) or "outstanding immediately prior to 5:00 p.m., New York City time, on such Record Date" within the meaning of Section 11(a)(ii).

(iv) If the Corporation pays a distribution consisting exclusively of cash to all or substantially all holders of the Common Stock, excluding (A) any regular quarterly cash dividends or distributions of up to $0.2625 per share of Common Stock (the "**Initial Dividend Threshold**"), (B) any distribution in connection with the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, (C) any distribution in connection with a Reorganization Event that is included in Exchange Property under Section 11(e) and (D) any consideration paid as a part of a tender or exchange offer covered by Section 11(a)(iv), each Fixed Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{(SP_0 - T)}{(SP_0 - C)}$$

where,

$CR_0$ = the Fixed Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Record Date for such distribution;

$CR_1$ = the Fixed Conversion Rate in effect immediately after 5:00 p.m., New York City time, on the Record Date for such distribution;

$SP_0$ = the Average VWAP per share of Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

C = an amount of cash per share of Common Stock that the Corporation distributes to holders of the Common Stock; and

T = the Initial Dividend Threshold (provided that if a distribution is not a regular quarterly cash dividend or distribution, T will be deemed to be $0);

Notwithstanding the foregoing, if "C" (as defined in this Section 11(a)(iv)) is equal to or greater than "$SP_0$" (as defined in this Section 11(a)(iv)), in lieu of the foregoing increase, each Holder shall receive, in respect of each share of Mandatory Convertible Preferred Stock, at the same time and upon the same terms as holders of shares of Common Stock, the amount of cash that such Holder would have received if such Holder owned a number of shares of Common Stock equal to the Maximum Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Record Date for such distribution.

The Initial Dividend Threshold is subject to adjustment in a manner inversely proportional to adjustments to the Fixed Conversion Rates; *provided* that no adjustment will be made to the Initial Dividend Threshold for any adjustment made to the Fixed Conversion Rates under this Section 11(a)(iv).

Any adjustment to the Fixed Conversion Rates pursuant to this Section 11(a)(iv) shall become effective immediately after 5:00 p.m., New York City time, on the Record Date for such distribution. If such distribution is not so paid, the Fixed Conversion Rates shall be decreased, effective as of the earlier of (a) the date the Board of Directors determines not to pay such dividend and (b) the date such dividend was to have been paid, to the Fixed Conversion Rates that would then be in effect if such distribution had not been declared.

(v) If the Corporation or one or more of its Subsidiaries purchases Common Stock pursuant to a tender offer or exchange offer pursuant to a Schedule TO or registration statement on Form S-4 for Common Stock (excluding any securities convertible or exchangeable for Common Stock, and except as provided in Section 11(c)(iii)) and the cash and value of any other consideration included in the payment per share of Common Stock validly tendered or

exchanged exceeds the Average VWAP per share of Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Date**"), each Fixed Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{(FMV + (SP_1 \times OS_1))}{(SP_1 \times OS_0)}$$

where:

$CR_0$ = the Fixed Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the tenth Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

$CR_1$ = the Fixed Conversion Rate in effect immediately after 5:00 p.m., New York City time, on the tenth Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

FMV = the fair market value (as determined in good faith by the Board of Directors upon advice of a nationally recognized independent investment banking firm retained by the Corporation for such purpose) as of the Expiration Date of the aggregate value of all cash and any other consideration paid or payable for shares of the Common Stock validly tendered or exchanged and not withdrawn as of the Expiration Date (the "**Purchased Shares**");

$OS_1$ = the number of shares of Common Stock outstanding as of the last time tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Time**"), less any Purchased Shares;

$OS_0$ the number of shares of Common Stock outstanding at the Expiration Time, including any Purchased Shares; and

$SP_1$ the Average VWAP per share of Common Stock for the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date.

The adjustment to each Fixed Conversion Rate under this Section 11(a)(v) shall occur at 5:00 p.m., New York City time, on the tenth consecutive Trading Day immediately following, and including, the Trading Day immediately following the Expiration Date, but will be given effect as of 9:00 a.m., New York City time, on the Expiration Date. The Corporation shall delay the settlement of any conversion of Mandatory Convertible Preferred Stock if the Conversion Date occurs during such 10 consecutive Trading Day period. In such event, the Corporation shall deliver the shares of Common Stock issuable in respect of such conversion (based on the adjusted Fixed Conversion Rates) on the first Business Day immediately following the last Trading Day of such 10 consecutive Trading Day period.

(vi) If the Corporation shall issue any shares of Common Stock, options to purchase or rights to subscribe for Common Stock, securities that by their terms are convertible into or exchangeable for Common Stock, or options to purchase or rights to subscribe for such convertible or exchangeable securities (excluding (A) any dividend, distribution or issuance as to which an adjustment was effected pursuant to Section 11(a)(i), Section 11(a)(ii) or Section 11(a)(ii) above, (B) any issuance under any employee benefit plan, (C) any issuance pursuant to any merger, consolidation, acquisition or similar business combination, strategic alliance or joint venture approved by the Board of Directors and (D) any issuance upon conversion or exchange of securities or upon exercise of warrants and options), in each case for total consideration per share of the Common Stock less than the fair market value of each share of Common Stock as determined in good faith by the Board of Directors upon advice of a nationally recognized independent investment banking firm retained by the Corporation for such purpose, then each Fixed Conversion Rate shall be increased based on the following formula.

$$CR_1 = CR_0 \times \frac{(OS_0 + X)}{(OS_0 + Y)}$$

where,

$CR_0$ = the Fixed Conversion Rate in effect immediately prior to such issuance;

$CR_1$ = the Fixed Conversion Rate in effect immediately after such issuance;

$OS_0$ = the number of shares of Common Stock outstanding immediately after such issuance;

X = the number of additional shares of Common Stock offered in such issuance; and

Y = the total aggregate consideration payable for such additional shares of Common Stock *divided by* the Average VWAP per share of Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the first public announcement of such offer or sale.

(vii) If the Corporation has in effect a stockholder rights plan while any shares of Mandatory Convertible Preferred Stock remain outstanding, Holders shall receive, upon a conversion of shares of Mandatory Convertible Preferred Stock, in addition to Common Stock, rights under the Corporation's stockholder rights agreement unless, prior to such conversion, the rights have expired, terminated or been redeemed or unless the rights have separated from the Common Stock. If the rights provided for in the stockholder rights plan have separated from the Common Stock in accordance with the provisions of the applicable stockholder rights agreement so that Holders would not be entitled to receive any rights in respect of the Common Stock, if any, that the Corporation is required to deliver upon conversion of Mandatory Convertible Preferred Stock, each Fixed Conversion Rate shall be adjusted at the time of separation as if the Corporation had distributed to all holders of the Common Stock, capital stock (other than Common Stock), evidences of the Corporation's indebtedness, the Corporation's assets or rights to acquire the capital stock, indebtedness or assets of the Corporation pursuant to Section 11(a)(iii) above, subject to readjustment upon the subsequent expiration, termination or

redemption of the rights. A distribution of rights pursuant to a stockholder rights plan will not trigger an adjustment to the Fixed Conversion Rates pursuant to Section 11(a)(ii) or Section 11(a)(iii) above.

(b) *Adjustment for Tax Reasons*. The Corporation may make such increases in each Fixed Conversion Rate, in addition to any other increases required by this Section 11, if the Board of Directors deems it advisable in order to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of the Corporation's shares (or issuance of rights or warrants to acquire shares) or from any event treated as such for income tax purposes or for any other reasons; *provided* that the same proportionate adjustment must be made to each Fixed Conversion Rate. If any adjustment to the Fixed Conversion Rate is treated as a distribution to any Non-U.S. Holder which is subject to withholding tax, the Corporation (or Transfer Agent or any paying agent on behalf of the Corporation) may set off any withholding tax that is required to be collected with respect to such deemed distribution against cash payments and other distributions otherwise deliverable to such Non-U.S. Holder.

(c) *Calculation of Adjustments; Adjustments to Threshold Appreciation Price, Initial Price, Applicable Market Value and Five-Day Average VWAP*.

(i) All required calculations of adjustments to the Fixed Conversion Rates will be made to the nearest cent or 1/10,000th of a share of Common Stock. Prior to the Mandatory Conversion Date, no adjustment in a Fixed Conversion Rate will be required unless the adjustment would require an increase or decrease of at least one percent in such Fixed Conversion Rate. If any adjustment is not required to be made because it would not change the Fixed Conversion Rates by at least one percent, then the adjustment will be carried forward and taken into account in any subsequent adjustment; *provided, however*, that on the earlier of the Mandatory Conversion Date, an Early Conversion Date and the effective date of a Fundamental Change, adjustments to the Fixed Conversion Rates will be made with respect to any such adjustment carried forward that has not been taken into account before such date.

If an adjustment is made to the Fixed Conversion Rates pursuant to this Section 11, an inversely proportional adjustment shall also be made to the Threshold Appreciation Price, the Initial Price and the Floor Price. Such adjustment shall be made by dividing each of the Threshold Appreciation Price, the Initial Price or the Floor Price, as applicable, by a fraction, the numerator of which shall be either Fixed Conversion Rate immediately after such adjustment pursuant to clause (i), (ii), (iii), (iv) or (v) of Section 11(a) or Section 11(b) and the denominator of which shall be such Fixed Conversion Rate immediately before such adjustment. The Corporation shall make appropriate adjustments to the VWAP per share of Common Stock used to calculate the Applicable Market Value or the Five-Day Average VWAP, as the case may be, to account for any adjustments to the Fixed Conversion Rates that became effective during the period in which the Applicable Market Value or the Five-Day Average VWAP, as the case may be, is being calculated.

(ii) Notwithstanding Section 11(a), no adjustment to the Fixed Conversion Rates shall be made if Holders participate in the transaction that would otherwise require an adjustment (other than in the case of a share split or share combination), at the same time, upon the same

terms and otherwise on the same basis as holders of the Common Stock and solely as a result of holding shares of Mandatory Convertible Preferred Stock, as if such Holders held a number of shares of Common Stock equal to the Maximum Conversion Rate as of the Record Date for such transaction, *multiplied by* the number of shares of Mandatory Convertible Preferred Stock held by such Holders.

(iii) The Fixed Conversion Rates shall not be adjusted except as provided herein. Without limiting the foregoing, the Fixed Conversion Rates shall not be adjusted for:

(A) the issuance of any shares of Common Stock (or rights with respect thereto) pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation's securities and the investment of additional optional amounts in the Common Stock under any plan;

(B) the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan, employee agreement or arrangement or program of the Corporation or any Subsidiaries of the Corporation;

(C) the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of (and with such terms as in effect on) the Issue Date;

(D) a change solely in the par value of the Common Stock;

(E) as a result of a tender offer solely to holders of fewer than 100 shares of Common Stock; or

(F) the payment of dividends on the Mandatory Convertible Preferred Stock, whether in cash or in shares of Common Stock.

(d) *Notice of Adjustment*. Whenever a Fixed Conversion Rate or a Fundamental Change Conversion Rate, as applicable, is to be adjusted, the Corporation shall: (i) compute such adjusted Fixed Conversion Rate or Fundamental Change Conversion Rate, as applicable, and prepare and transmit to the Transfer Agent an Officers' Certificate setting forth such adjusted Fixed Conversion Rate or Fundamental Change Conversion Rate, as applicable, the method of calculation thereof in reasonable detail and the facts requiring such adjustment and upon which such adjustment is based; (ii) as soon as practicable following the determination of a revised Fixed Conversion Rate or Fundamental Change Conversion, as applicable, provide, or cause to be provided, a written notice to Holders of the occurrence of such event and (iii) as soon as practicable following the determination of a revised Fixed Conversion Rate or Fundamental Change Conversion Rate, as applicable, provide, or cause to be provided, to Holders a statement setting forth in reasonable detail the method by which the adjustment to such Fixed Conversion Rate or Fundamental Change Conversion Rate, as applicable, was determined and setting forth such revised Fixed Conversion Rate or Fundamental Change Conversion Rate, as applicable.

(e) *Recapitalizations, Reclassifications and Changes of the Common Stock*. In the event of:

(A) any reclassification of the Common Stock (other than changes only in par value or resulting from a subdivision or combination);

(B) any consolidation or merger of the Corporation with or into another Person or any statutory exchange or binding share exchange; or

(C) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property and assets of the Corporation and its Subsidiaries;

in each case as a result of which the shares of Common Stock are exchanged for, or converted into, other securities, property or assets (including cash or any combination thereof) (any such event, a "**Reorganization Event**"), then, at the effective time of such Reorganization Event, each share of Mandatory Convertible Preferred Stock outstanding immediately prior to such Reorganization Event shall, without the consent of Holders, become convertible into the kind and amount of such other securities, property or assets (including cash or any combination thereof) that holders of the Common Stock received in such Reorganization Event (the "**Exchange Property**"), and, at the effective time of such Reorganization Event, the Corporation shall amend the Certificate of Designations to provide for such change in the convertibility of the Mandatory Convertible Preferred Stock; *provided* that if the kind and amount of Exchange Property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person, then the Exchange Property receivable upon such Reorganization Event shall be the Exchange Property elected by Holders of a majority in voting power of the shares of Mandatory Convertible Preferred Stock at the time outstanding. The Conversion Rate then in effect shall be applied on the applicable Conversion Date to the amount of such Exchange Property received per share of Common Stock in the Reorganization Event (a "**Unit of Exchange Property**"), as determined in accordance with this Section 11(e). For the purpose of determining which clause of the definition of Conversion Rate shall apply on the Mandatory Conversion Date and for the purpose of calculating the Conversion Rate if clause (ii) of the definition thereof is applicable, the value of a Unit of Exchange Property shall be determined in good faith by the Board of Directors upon advice of a nationally recognized independent investment banking firm retained by the Corporation for such purpose, except that if a Unit of Exchange Property includes common stock or American Depositary Receipts ("**ADRs**") that are traded on a U.S. national securities exchange, the value of such common stock or ADRs shall be the Applicable Market Value determined with regard to a share of such common stock or a single ADR, as the case may be (or for the purpose of determining the Stock Price on a Fundamental Change Holder Conversion Date, the value of such common stock or ADRs shall be the Five-Day Average VWAP determined with regard to a share of such common stock or a single ADR, as the case may be). For the purpose of paying accumulated and unpaid dividends in Units of Exchange Property in accordance with Section 4, the value of a Unit of Exchange Property (other than cash) shall equal 90% of the value determined pursuant to the immediately preceding sentence.

The above provisions of this Section 11(e) shall similarly apply to successive Reorganization Events and the provisions of Section 11(a)-(d) shall apply to any shares of capital stock of the Corporation (or of any successor) received by the holders of Common Stock in any such Reorganization Event.

The amendment to the Certificate of Designations providing that the Mandatory Convertible Preferred Stock shall be convertible into Exchange Property shall also provide for anti-dilution and other adjustments and modifications to thresholds that are as nearly equivalent as possible to the adjustments and thresholds described under this Section 11 taking into account the relative values of one share of Common Stock and one Unit of Exchange Property. The Corporation shall not become a party to any Reorganization Event unless the terms of such transaction are consistent with this Section 11(e).

The Corporation (or any successor thereof) shall, as soon as reasonably practicable (but in any event within five Business Days) after the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence of such Reorganization Event and of the kind and amount of the cash, securities or other property that constitute the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 11(e) or the effectiveness of such Reorganization Event.

(f) For purposes of this Section 11, the number of shares of Common Stock at any time outstanding shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

**SECTION 12.** *Liquidation Rights.*

(a) *Voluntary or Involuntary Liquidation*. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, each Holder shall be entitled to receive for each share of Mandatory Convertible Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any creditors of the Corporation, before any payment or distribution of such assets or proceeds is made to or set aside for the holders of Common Stock and any other Junior Stock of the Corporation, payment in full in an amount equal to the sum of (x) the Initial Liquidation Preference and (y) an amount equal to any accumulated and unpaid dividends on each share of Mandatory Convertible Preferred Stock, whether or not declared, to (but not including) the date fixed for liquidation, dissolution or winding up (such amounts collectively, the "**Liquidation Preference**").

(b) *Partial Payment*. If in any distribution described in Section 12(a) the assets of the Corporation or proceeds thereof are not sufficient to pay in full the amounts payable with respect to all outstanding shares of Mandatory Convertible Preferred Stock and any Parity Stock as to such distribution, Holders and the holders of such Parity Stock shall share ratably in any such distribution in proportion to the full accumulated and unpaid respective distributions to which they are entitled.

(c) *Residual Distributions*. After payment of the full amount of the Liquidation Preference, including an amount equal to any accumulated and unpaid dividends, to which they are entitled, Holders will have no right or claim to any of the remaining assets of the Corporation (or proceeds thereof).

(d) *Merger, Consolidation and Sale of Assets Not Liquidation*. For purposes of this Section 12, the merger or consolidation of the Corporation with or into any other corporation or

other entity, or the sale, lease or exchange (for cash, securities or other property) of all or substantially all of the assets of the Corporation, shall not constitute a liquidation, dissolution or winding up of the Corporation.

**SECTION 13.** *Status of Converted or Repurchased Shares*. Shares of Mandatory Convertible Preferred Stock that are duly converted in accordance herewith or repurchased or otherwise acquired by the Corporation shall revert to authorized but unissued shares of Preferred Stock, undesignated as to series and available for future issuance; *provided* that any such cancelled shares of Mandatory Convertible Preferred Stock may be reissued only as shares of any series of Preferred Stock other than Mandatory Convertible Preferred Stock.

**SECTION 14.** *Voting Rights*.

(a) *General*. Holders shall not have any voting rights in respect of their shares of Mandatory Convertible Preferred Stock except as set forth below or as otherwise from time to time required by law or the Charter. Except as provided herein with respect to voting rights allocated *pro rata* with other classes or series of Parity Stock based on the liquidation preference of each such class or series, Holders will be entitled to one vote for each such share on any matter on which Holders are entitled to vote, including any action by written consent.

(b) *Event of Non-Payment*. Whenever, at any time or times, dividends payable on the shares of Mandatory Convertible Preferred Stock have not been paid for an aggregate of two or more Dividend Periods, whether or not consecutive (an "**Event of Non-payment**"), the Holders will, upon obtaining any required approval or consent of any applicable governmental authority, have the right to vote with respect to the Common Stock as if such Holder owned a number of shares of Common Stock equal to the Maximum Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the relevant Record Date, until all accumulated and unpaid dividends have been paid in full or fully set aside for payment on Mandatory Convertible Preferred Stock (which can be paid in shares of Common Stock pursuant to Section 4), at which time such right will terminate, except as otherwise provided herein or expressly provided by law, subject to re-vesting in the event of each and every Event of Non-payment.

(c) *Voting Rights as to Particular Matters*. So long as any shares of Mandatory Convertible Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Charter, the affirmative vote or consent of the Holders of at least a majority of the shares of Mandatory Convertible Preferred Stock at the time outstanding, given in person or by proxy, either by vote at any meeting called for such purpose, or by written consent in lieu of such meeting, shall be necessary for effecting or validating:

(i) *Authorization of Senior Stock*. Any amendment or alteration of this Certificate of Designations or the Charter to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Corporation ranking senior to Mandatory Convertible Preferred Stock with respect to either or both the payment of dividends and/or the rights to distribution of assets on any liquidation, dissolution or winding up of the Corporation ("**Senior Stock**");

(ii) *Amendment of Mandatory Convertible Preferred Stock*. Any amendment, alteration or repeal of any provision of this Certificate of Designations or the Charter (including, unless no vote on such merger or consolidation is required by Section 14(c)(iii), any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Mandatory Convertible Preferred Stock; or

(iii) *Share Exchanges, Reclassifications, Mergers and Consolidations*. Any consummation of a binding share exchange, a reclassification involving the Mandatory Convertible Preferred Stock, or a merger or consolidation of the Corporation with or into another corporation or other entity, unless in each case (x) the Mandatory Convertible Preferred Stock remains outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, is converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) the Mandatory Convertible Preferred Stock remaining outstanding or such new preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of Mandatory Convertible Preferred Stock immediately prior to such consummation, taken as a whole;

*provided, however*, that for all purposes of this Section 14(c), the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to pre-emptive or similar rights or otherwise, of any series of Preferred Stock, or any securities convertible into or exchangeable or exercisable for any other series of Preferred Stock (including the Mandatory Convertible Preferred Stock), ranking equally with and/or junior to Mandatory Convertible Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the rights to distribution of assets upon liquidation, dissolution or winding up of the Corporation shall not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders.

Without the consent of the Holders, so long as such action does not adversely affect the special rights, preferences, privileges or voting powers of the Mandatory Convertible Preferred Stock, and limitations and restrictions thereof, the Corporation may amend, alter, supplement, or repeal any terms of the Mandatory Convertible Preferred Stock for the following purposes:

(i) to cure any ambiguity or mistake, or to correct or supplement any provision contained in this Certificate of Designations that may be defective or inconsistent with any other provision contained in this Certificate of Designations, in each case that does not adversely affect the rights of the Holders of the Mandatory Convertible Preferred Stock;

(ii) to make any provision with respect to matters or questions relating to the Mandatory Convertible Preferred Stock that is not inconsistent with the provisions of this Certificate of Designations; or

(iii) to waive any rights of the Corporation with respect thereto.

(d) *Procedures for Voting and Consents*. The rules and procedures for calling and conducting any meeting of Holders (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Charter, the Bylaws, applicable law and the rules of any national securities exchange or other trading facility on which the Mandatory Convertible Preferred Stock is listed or traded at the time.

**SECTION 15.** *Record Holders*. To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent may deem and treat the Record Holder of any share of Mandatory Convertible Preferred Stock as the absolute, true and lawful owner thereof for all purposes, including, without limitation, for purposes of making payment and settling conversions, to the fullest extent permitted by law and neither the Corporation nor the Transfer Agent shall be affected by any notice to the contrary.

**SECTION 16.** *Conversion Cap*. Notwithstanding anything contained herein to the contrary, the Corporation shall not prior to the Mandatory Conversion Date effect any conversion of the Mandatory Convertible Preferred Stock for shares of Common Stock, and a Holder shall not have the right to voluntarily convert any portion of the Mandatory Convertible Preferred Stock for shares of Common Stock, to the extent that after giving effect to the issuance of shares of Common Stock upon such conversion, any of such Holder, another person having beneficial ownership of such shares of Common Stock or any group of which such Holder or any such other person is a member (any such other person or group, an "**Additional Beneficial Owner**"), would beneficially own in excess of 9.99% of the outstanding shares of the Common Stock (such limitation, the "**Conversion Cap**"). Upon the request of a Holder, the Corporation shall promptly, and in any event within one trading day of such request, confirm to such Holder the number shares of Common Stock then outstanding. Prior to any conversion of the Mandatory Convertible Preferred Stock, each Holder shall either (x) certify to the Corporation that neither such Holder nor any Additional Beneficial Owner would beneficially own in excess of 9.99% of the outstanding shares of the Common Stock upon giving effect to such conversion or (y) identify to the Corporation each other person who would be, or would be a member of a group that would be, an Additional Beneficial Owner of any of such shares of the Common Stock as would be issued upon giving effect to such conversion and provide to the Corporation such other information as it shall reasonably request for the purpose of enforcing the Conversion Cap. The Conversion Cap may be terminated by a Holder with respect to such Holder upon 61 days' advance written notice to the Corporation. For purposes of this Section 16, the number of shares of the Common Stock beneficially owned by any person shall be calculated in accordance with Rule 16a-1(a)(1) promulgated under the Exchange Act, or any successor rule, in each case giving effect to the Conversion Cap. In addition, "group" as used in this Section 16 has the meaning set forth in Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Any shares of Common Stock due to Holder that are not delivered due to the Conversion Cap shall be delivered within three (3) Business Days of Holder providing notice to the Corporation that such delivery will comply with the Conversion Cap.

**SECTION 17.** *Notices*. All notices or communications in respect of Mandatory Convertible Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail,

postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, the Charter, the Bylaws or by applicable law. Notwithstanding the foregoing, if shares of Mandatory Convertible Preferred Stock are issued in book-entry form through DTC or any similar facility, such notices may be given to the Holders in any manner permitted by such facility.

**SECTION 18.** *No Pre-emptive Rights; No Redemption Right*. No share of Mandatory Convertible Preferred Stock or share of Common Stock issued upon conversion of the Mandatory Convertible Preferred Stock shall have any rights of preemption whatsoever as to any securities of the Corporation, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted. The Mandatory Convertible Preferred Stock is not redeemable.

**SECTION 19.** *Replacement Stock Certificates*.

(a) If physical certificates are issued, and any of the Mandatory Convertible Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall, at the expense of the Holder thereof, issue, in exchange and in substitution for and upon cancellation of the mutilated Mandatory Convertible Preferred Stock certificate, or in lieu of and substitution for the lost, stolen or destroyed Mandatory Convertible Preferred Stock certificate, a new Mandatory Convertible Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Mandatory Convertible Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Mandatory Convertible Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation and the Transfer Agent.

(b) The Corporation is not required to issue any certificate representing the Mandatory Convertible Preferred Stock on or after the Mandatory Conversion Date. In lieu of the delivery of a replacement certificate following the Mandatory Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described in clause (a) above, shall deliver the shares of Common Stock issuable, along with any other consideration payable or deliverable, pursuant to the terms of the Mandatory Convertible Preferred Stock formerly evidenced by the certificate.

**SECTION 20.** *Transfer Agent, Registrar, Conversion and Dividend Disbursing Agent*. The duly appointed Transfer Agent, Registrar, Conversion and Dividend Disbursing Agent for the Mandatory Convertible Preferred Stock shall be Computershare Trust Company, N.A. The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Corporation and the Transfer Agent; *provided* that the Corporation shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof by first-class mail, postage prepaid, to the Holders.

**SECTION 21.** *Form.*

(a) Unless and until the Mandatory Convertible Preferred Stock may be held in global form by a Depositary and the Holder elects to have the Mandatory Convertible Preferred Stock held in global form, the Holder shall hold the Mandatory Convertible Preferred Stock in its own name directly on the books of the Transfer Agent. The Mandatory Convertible Preferred Stock shall, at

the request of Purchaser and upon the acceptance of the Depositary, be issued or re-issued in the form of one or more permanent global shares of Mandatory Convertible Preferred Stock in definitive, fully registered form eligible for book-entry settlement with the global legend as set forth on the form of Mandatory Convertible Preferred Stock certificate attached hereto as Exhibit A (each, a "**Global Preferred Share**"), which is hereby incorporated in and expressly made part of this Certificate of Designations. The Global Preferred Shares may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Corporation). The Global Preferred Shares shall be deposited on behalf of the Holders represented thereby with the Registrar, at its New York office as custodian for DTC (the "**Depositary**"), and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Corporation and countersigned and registered by the Registrar as hereinafter provided. The aggregate number of shares represented by each Global Preferred Share may from time to time be increased or decreased by adjustments made on the records of the Registrar and the Depositary or its nominee as hereinafter provided.

This Section 21(a) shall apply only to a Global Preferred Share deposited with or on behalf of the Depositary. The Corporation shall execute and the Registrar shall, in accordance with this Section 21(a), countersign and deliver any Global Preferred Shares that (i) shall be registered in the name of Cede & Co. or other nominee of the Depositary and (ii) shall be delivered by the Registrar to Cede & Co. or pursuant to instructions received from Cede & Co. or held by the Registrar as custodian for the Depositary pursuant to an agreement between the Depositary and the Registrar. Members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under this Certificate of Designations with respect to any Global Preferred Share held on their behalf by the Depositary or by the Registrar as the custodian of the Depositary, or under such Global Preferred Share, and the Depositary may be treated by the Corporation, the Registrar and any agent of the Corporation or the Registrar as the absolute owner of such Global Preferred Share for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Registrar or any agent of the Corporation or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Share. The Holder of the Global Preferred Shares may grant proxies or otherwise authorize any Person to take any action that a Holder is entitled to take pursuant to the Global Preferred Shares, this Certificate of Designations or the Charter.

Owners of beneficial interests in Global Preferred Shares shall not be entitled to receive physical delivery of certificated shares of Mandatory Convertible Preferred Stock, unless (x) the Depositary notifies the Corporation that it is unwilling or unable to continue as Depositary for the Global Preferred Shares and the Corporation does not appoint a qualified replacement for the Depositary within 90 days or (y) the Depositary ceases to be a "clearing agency" registered under the Exchange Act and the Corporation does not appoint a qualified replacement for the Depositary within 90 days. In any such case, the Global Preferred Shares shall be exchanged in whole for definitive stock certificates that are not issued in global form, with the same terms and of an equal aggregate Liquidation Preference, and such definitive stock certificates shall be registered in the name or names of the Person or Persons specified by the Depositary in a written instrument to the Registrar.

(b) *Signature*. Two Officers permitted by applicable law shall sign each Global Preferred Share for the Corporation, in accordance with the Corporation's Bylaws and applicable law, by manual or facsimile signature. If an Officer whose signature is on a Global Preferred Share no longer holds that office at the time the Registrar countersigned such Global Preferred Share, such Global Preferred Share shall be valid nevertheless. A Global Preferred Share shall not be valid until an authorized signatory of the Registrar manually countersigns such Global Preferred Share. Each Global Preferred Share shall be dated the date of its countersignature. The foregoing paragraph shall likewise apply to any certificate representing shares of Mandatory Convertible Preferred Stock.

**SECTION 22.** *Stock Transfer and Stamp Taxes*. The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of Mandatory Convertible Preferred Stock or shares of Common Stock or other securities issued on account of Mandatory Convertible Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Mandatory Convertible Preferred Stock or Common Stock or other securities in a name other than that in which the shares of Mandatory Convertible Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the Holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

**SECTION 23.** *Ranking*. Notwithstanding anything in this Certificate of Designations to the contrary, the Mandatory Convertible Preferred Stock will, with respect to dividend rights and rights to distribution of assets upon the liquidation, winding-up or dissolution of the Corporation rank (i) senior to any Junior Stock, (ii) on parity with any Parity Stock and (iii) junior to any Senior Stock and the Corporation's existing and future indebtedness and other liabilities (including trade payables).

**SECTION 24.** *Other Rights*. The shares of Mandatory Convertible Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.

*[Remainder of Page Left Blank Intentionally.]*

IN WITNESS WHEREOF, Great Plains Energy Incorporated has caused this Certificate of Designations to be signed by the undersigned, its authorized signatory, this [●] day of [●],[●].

GREAT PLAINS ENERGY INCORPORATED

By: _____
Name:
Title:

**Exhibit A**

[FORM OF FACE OF 7.25% MANDATORY CONVERTIBLE
PREFERRED STOCK, SERIES A]

[INCLUDE FOR GLOBAL PREFERRED SHARES]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST CORPORATION, A NEW YORK CORPORATION ("**DTC**"), TO THE CORPORATION OR THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE STATEMENT WITH RESPECT TO SHARES. IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Certificate Number [ ]

[Initial] Number of Shares of Mandatory Convertible Preferred Stock: [ ]

CUSIP [ ]
ISIN [ ]

**NEITHER THIS MANDATORY CONVERTIBLE PREFERRED STOCK NOR THE SECURITIES INTO WHICH IT IS CONVERTIBLE, IF ANY, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THIS MANDATORY CONVERTIBLE PREFERRED STOCK AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE, IF ANY, MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, ASSIGNED OR PLEDGED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, OR (B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE CORPORATION, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A OR TO PERSONS OUTSIDE OF THE US PURSUANT TO REGULATION S UNDER SAID ACT.**

**GREAT PLAINS ENERGY INCORPORATED**

7.25% Mandatory Convertible Preferred Stock, Series A
(without par value)
(initial liquidation preference $1,000.00 per share)

GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (the "**Corporation**"), hereby certifies that [ ] / [Cede & Co.] (the "**Holder**"), is the registered owner of [ ( )] / [the number shown on Schedule I hereto of] fully paid and non-assessable shares of the Corporation's designated 7.25% Mandatory Convertible Preferred Stock, Series A, without par value, initial liquidation preference of $1,000.00 per share (the "**Mandatory Convertible Preferred Stock**"). The shares of Mandatory Convertible Preferred Stock are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Mandatory Convertible Preferred Stock represented hereby are, and shall in all respects be subject to the provisions of the Certificate of Designations dated [●], as the same may be amended from time to time (the "**Certificate of Designations**"). The shares of the Mandatory Convertible Preferred Stock are also subject to an Investor Rights Agreement dated [●] among, inter alia, the Corporation and the Holder, as the same may be amended from time to time (the "**IRA**"). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations. The Corporation will provide a copy of the Certificate of Designations and the IRA to a Holder without charge upon written request to the Corporation at its principal place of business.

Reference is hereby made to select provisions of the Mandatory Convertible Preferred Stock set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this executed certificate, the Holder is bound by the Certificate of Designations and the IRA and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned this share certificate representing the shares of Mandatory Convertible Preferred Stock, such shares of Mandatory Convertible Preferred Stock shall not be entitled to any benefit under the Certificate of Designations or the IRA or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the Corporation by the undersigned officers of the Corporation this [ ] day of [ ], [ ].

GREAT PLAINS ENERGY INCORPORATED

By: _____
Name:
Title:

**REGISTRAR'S COUNTERSIGNATURE**

These are shares of Mandatory Convertible Preferred Stock referred to in the within-mentioned Certificate of Designations.

Dated: [ ]

COMPUTERSHARE TRUST COMPANY,
N.A., as Registrar

By: _____
Name:
Title:

**[FORM OF REVERSE OF CERTIFICATE FOR**
**7.25% MANDATORY CONVERTIBLE PREFERRED STOCK, SERIES A]**

Cumulative dividends on each share of Mandatory Convertible Preferred Stock shall be payable subject to the terms and conditions of, in the manner and at the applicable rate provided in the Certificate of Designations.

The shares of Mandatory Convertible Preferred Stock shall be convertible into shares of common stock, without par value, of the Corporation or Units of Exchange Property, as the case may be, in the manner and in accordance with the terms set forth in the Certificate of Designations.

The Corporation shall furnish without charge to each holder who so requests a summary of the authority of the board of directors to determine variations for future series within a class of stock and the designations, limitations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights.

**NOTICE OF CONVERSION**

(To be Executed by the Holder in order to Convert the 7.25%
Mandatory Convertible Preferred Stock, Series A)

The undersigned hereby irrevocably elects to convert (the "**Conversion**") [ ] shares of 7.25% Mandatory Convertible Preferred Stock, Series A (the "**Mandatory Convertible Preferred Stock**"), of Great Plains Energy Incorporated (the "**Corporation**"), represented by stock certificate No(s). [ ] (the "**Mandatory Convertible Preferred Stock Certificate(s)**"), into shares of common stock, without par value, of the Corporation (the "**Common Stock**") according to the conditions of the Certificate of Designations establishing the terms of the Mandatory Convertible Preferred Stock (the "**Certificate of Designations**"), as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned shall pay all transfer taxes payable with respect thereto, if any. Each Mandatory Convertible Preferred Stock Certificate (or evidence of loss, theft or destruction thereof) is attached hereto.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in or pursuant to the Certificate of Designations.

Date of Conversion:

Applicable Conversion Rate:

Number of Mandatory Convertible Preferred Stock to be Converted:

Shares of Common Stock to be Issued:*

Signature:

Name:

Address:**

Fax No.:

* The Corporation is not required to issue shares of Common Stock until the original Mandatory Convertible Preferred Stock Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Corporation or the Conversion and Dividend Disbursing Agent.

** Address where shares of Common Stock and any other payments or certificates shall be sent by the Corporation.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Mandatory Convertible Preferred Stock evidenced hereby to:

(Insert assignee's social security or taxpayer identification, if any)

(Insert address and zip code of assignee)

(Insert assignee's social security or taxpayer identification, if any)

and irrevocably appoints:

as agent to transfer the shares of Mandatory Convertible Preferred Stock evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date:

Signature:

(Sign exactly as your name appears on the other side of this Certificate)

Signature
Guarantee:

(Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

Schedule I

**Great Plains Energy Incorporated**

**Global Preferred Share**
**7.25% Mandatory Convertible Preferred Stock, Series A**

Certificate Number: [ ]

The number of shares of Mandatory Convertible Preferred Stock initially represented by this Global Preferred Share shall be . Thereafter the Transfer Agent and Registrar shall note changes in the number of shares of Mandatory Convertible Preferred Stock evidenced by this Global Preferred Share in the table set forth below:

| Amount of Decrease in Number of Shares Represented by this Global Preferred Share | Amount of Increase in Number of Shares Represented by this Global Preferred Share | Number of Shares Represented by this Global Preferred Share following Decrease or Increase | Signature of Authorized Officer of Transfer Agent and Registrar |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

1 Attach Schedule I only to Global Preferred Shares.

**Exhibit B**

**Form of Investor Rights Agreement**

**FORM OF**

**INVESTOR RIGHTS AGREEMENT**

This Investor Rights Agreement (this "Agreement") is made and entered into as of [●], [●], by and between Prairie, Inc., a Missouri corporation ("Prairie"), and OCM Credit Portfolio LP, a limited partnership organized under the laws of Ontario ("Purchaser" and, together with Prairie, the "Parties").

WHEREAS, pursuant to the Stock Purchase Agreement, dated as of May , 2016 (the "Purchase Agreement"), by and between Purchaser and Prairie, among other things, Prairie is issuing to Purchaser on the date hereof 750,000 shares of Series A Preferred Stock (as defined below), on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Prairie has agreed to provide the registration and other rights set forth in this Agreement for the benefit of Purchaser pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereby agree as follows:

1. **Definitions**.

(a) As used in this Agreement, each of the following terms has the meaning specified below:

"ADRs" means American Depositary Receipts.

"Affiliate" means, with respect to any Person or group of Persons, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person or group of Persons. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of a majority of the outstanding voting securities, by contract or otherwise or by otherwise manifesting the power to elect a majority of the board of directors or similar body governing the affairs of such person. For the avoidance of doubt, for purposes of this Agreement, none of Prairie and its Affiliates shall be deemed an Affiliate of Purchaser or its Affiliates and no Person shall be deemed an Affiliate of another Person solely by virtue of the fact that both Persons Beneficially Own Common Stock.

"Beneficially Own" means with respect to any Person, the direct or indirect "beneficial ownership" by such Person of securities, including securities beneficially owned by others with whom such Person has agreed to act together for the purpose of acquiring, holding, voting or disposing of such securities, as determined pursuant to Rule 13d-3 and Rule 13d-5 under the Exchange Act, and shall include securities that are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty's Affiliates) under any Derivatives

Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such Person or any of such Person's Affiliates is a Receiving Party; provided, however, that the number of shares of Common Stock or Series A Preferred Stock that a Person is deemed to be the beneficial owner of, or to beneficially own, in connection with a particular Derivatives Contract shall not exceed the number of Notional Shares with respect to such Derivatives Contract; provided, further, that the number of securities beneficially owned by each Counterparty (including its Affiliates) under a Derivatives Contract shall be deemed to include all securities that are beneficially owned, directly or indirectly, by any other Counterparty (or any of such other Counterparty's Affiliates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty's Affiliates) is a Receiving Party, with this provision being applied to successive Counterparties as appropriate. Similar terms such as "Beneficial Ownership" and "Beneficial Owner" shall have the corresponding meanings.

"Board" means the board of directors of Prairie or, with respect to any action to be taken by such board, any committee of such board duly authorized to take such action.

"Business Day" means any day other than a Saturday or Sunday or other day on which commercial banks in the State of Missouri, New York, New York or Toronto, Ontario are authorized or required by Law or executive order to close.

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock, without par value, of Prairie.

"Confidential Information" means all oral, written or electronic information, documents, records and data relating to Prairie, its Subsidiaries and investments, or the financial condition, business operations, prospects, or present and future business plans of each of the foregoing, directly or indirectly furnished or otherwise disclosed by Prairie or its Representatives pursuant to Section 12(a); provided that the term "Confidential Information" does not include information that (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure, or any other act or omission, by Purchaser or any of its Representatives not permitted hereby), (ii) is developed by Purchaser or any of its Representatives without reliance on any Confidential Information, (iii) is or was available to a Purchaser from a source other than Prairie who, insofar as is known to Purchaser, is not prohibited from transmitting the information to Purchaser by any contractual, legal or fiduciary obligation or (iv) is already in the possession of Purchaser or any of its Representatives, provided that such information is not subject to any legal, fiduciary or contractual obligation of confidentiality or secrecy. Nothing contained in this Agreement nor the furnishing of any Confidential Information shall be construed as granting or conferring any rights by license or otherwise in any intellectual property of Prairie or any of its Affiliates other than to use the Confidential Information for the sole purpose provided for in Section 12(b).

"Derivatives Contract" means a contract between two parties (the "Receiving Party" and the "Counterparty") that is designed to produce economic benefits and risks to the Receiving Party that correspond substantially to the ownership by the Receiving Party of a number of shares of Common Stock or Series A Preferred Stock specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "Notional Shares"),

regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, Common Stock, Series A Preferred Stock or other property, without regard to any short position under the same or any other Derivative Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate federal governmental authority shall not be deemed to be Derivatives Contracts.

"Dispose" (including the correlative terms "Disposed" and "Disposition") means any sale, assignment, transfer, conveyance, gift, pledge, distribution, hypothecation or other encumbrance or any other disposition, whether voluntary, involuntary or by operation of law, whether effected directly or indirectly.

"Effective Date" means the time and date that a Registration Statement is first declared effective by the Commission or otherwise becomes effective.

"Equity Commitment Letter" has the meaning set forth in the Purchase Agreement.

"Equity Securities" means shares of Common Stock, Series A Preferred Stock and any other shares of Prairie's capital stock (including any options, warrants or other rights to acquire Common Stock or such capital stock or any securities that are convertible into, or exercisable or exchangeable for, or that represent the right to receive Common Stock or such capital stock).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Governmental Authority" means any supranational, national, federal, state, municipal or local governmental or quasi-governmental or regulatory authority (including a national securities exchange or other self-regulatory body), agency, governmental department, court, commission, board, bureau or other similar entity, domestic or foreign or any arbitrator or arbitral body.

"Hedging Arrangements" means a hedge, call, swap, collar, floor, cap, option, forward sale or purchase or other contract or similar arrangement (including any obligations to purchase or sell any commodity or security at a future date for a specific price) with respect to any Equity Securities or debt or hybrid securities of Prairie.

"Holder" means (a) Purchaser unless and until Purchaser ceases to hold any Registrable Securities and (b) any Person that holds Registrable Securities to whom registration rights conferred by this Agreement have been transferred in compliance with Section 14(e); provided that any Person referenced in clause (b) shall be a Holder only if such Person agrees in writing to be bound by and subject to the terms set forth in this Agreement.

"Law" has the meaning set forth in the Purchase Agreement.

"Market Disruption Event" means:

(i) any suspension of, or limitation imposed on, trading by the relevant exchange or quotation system during any period or periods aggregating one half-hour or longer and whether by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise relating to the Common Stock (or any other security into which the Series A Preferred Stock becomes convertible in connection with any Reorganization Event) or in futures or option contracts relating to the Common Stock (or such other security) on the relevant exchange or quotation system;

(ii) any event (other than a failure to open or a closure as described in clause (iii) of this definition of Market Disruption Event) that disrupts or impairs the ability of market participants during any period or periods aggregating one half-hour or longer in general to effect transactions in, or obtain market values for, the Common Stock (or any other security into which the Series A Preferred Stock becomes convertible in connection with any Reorganization Event) on the relevant exchange or quotation system or futures or options contracts relating to the Common Stock (or such other security) on any relevant exchange or quotation system; or

(iii) the failure to open of one of the exchanges or quotation systems on which futures or options contracts relating to the Common Stock (or any other security into which the Series A Preferred Stock becomes convertible in connection with any Reorganization Event) are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after-hours or other trading outside the regular trading session hours) unless such earlier closing time is announced by such exchange or quotation system at least one hour prior to the earlier of the actual closing time for the regular trading session on such day and the submission deadline for orders to be entered into such exchange or quotation system for execution at the actual closing time on such day.

For purposes of clauses (i) and (ii) of this definition of "Market Disruption Event," the relevant exchange or quotation system will be the NYSE; provided that if the Common Stock (or any other security into which the Series A Preferred Stock becomes convertible in connection with any Reorganization Event) is not listed on the NYSE, the relevant exchange or quotation system will be the principal national securities exchange on which the Common Stock (or such other security) is listed for trading.

"Non-Investment Grade Rating" means Prairie's senior unsecured long term debt securities without third party credit enhancement are rated below BBB- by S&P, or below Baa3 by Moody's, or below BBB- by Fitch Investors Service, L.P.

"Nonpayment Remedy" means if and when all accumulated and unpaid dividends on the Series A Preferred Stock have been paid in full, or declared and a sum (which may include shares of Common Stock) sufficient for such payment shall have been set aside.

"NYSE" means the New York Stock Exchange.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a "Person" under Section 13(d)(3) of the Exchange Act.

"Prairie By-Laws" means the Amended and Restated By-Laws of Prairie, as the same may be amended, restated or amended and restated from time to time.

"Prairie Charter" means the Articles of Incorporation of Prairie, as the same may be amended, restated or amended and restated from time to time.

"Prairie Organizational Documents" means, collectively, the Prairie Charter and the Prairie By-Laws.

"Preferred Stock" means any and all series of preferred stock of Prairie, including the Purchased Stock.

"Proceeding" means any claim, action, suit, arbitration, inquiry, grievance, proceeding, hearing, investigation, or administrative decision-making or rulemaking process by or before any Governmental Authority.

"Prospectus" means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A, Rule 430B or Rule 430C promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Purchased Stock" means the shares of Series A Preferred Stock issued and sold by Prairie to Purchaser pursuant to the Purchase Agreement.

"Registrable Securities" means the Shares; provided, however, that Registrable Securities shall not include: (a) any Shares that have been registered under the Securities Act and Disposed of pursuant to an effective registration statement or otherwise transferred to a Person who is not entitled to the registration and other rights hereunder or otherwise transferred to any Person in violation of this Agreement; (b) any Shares that may be sold or transferred by the Holder thereof under Rule 144 under the Securities Act that have been sold under Rule 144 or another exemption under the Securities Act in which the restrictive legend on such Shares has been removed; and (c) any Shares that cease to be outstanding (whether as a result of repurchase and cancellation, conversion or otherwise).

"Registration Statement" means a registration statement in the form required to register the resale of the Registrable Securities under the Securities Act and other applicable Law, and including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Reorganization Event" means any of the following, in each case as a result of which the shares of Common Stock are exchanged for, or converted into, other securities, property or assets (including cash or any combination thereof):

(i) any reclassification of the Common Stock (other than changes only in par value or resulting from a subdivision or combination);

(ii) any consolidation or merger of Prairie with or into another Person or any statutory exchange or binding share exchange; or

(iii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property and assets of Prairie and its Subsidiaries;

"Representatives" means, with respect to a specified Person, the officers, directors, managers, employees, agents, counsel, accountants, investment bankers, and other representatives of such Person.

"Resignation Event" means that a Designated Director, as reasonably determined by the Board in good faith following compliance with the procedures set forth below in this definition, (a) is prohibited or disqualified from serving as a director based on the standards set forth in Section 8(a)(ii); (b) has engaged in acts or omissions constituting a breach of such Designated Director's duty of loyalty to Prairie or its stockholders; (c) has engaged or more likely than not, as determined by a majority of the independent directors of the Board (other than the Designated Directors), engaged in acts or omissions which involve moral turpitude, fraud, intentional misconduct or an intentional violation of Law that, in each case, are material and would reasonably be expected to have an adverse effect on Prairie; (d) has engaged in any transaction involving Prairie from which such Designated Director derived an improper personal benefit or (e) has materially violated the attendance or other material Prairie policies applicable to all Board members. Prior to making a determination that any Resignation Event described in clauses (a)-(e) above has occurred, the Board shall provide such Designated Director with proper notice of a meeting of the Board in accordance with the Prairie By-Laws at which the removal of such Designated Director will be considered. At such duly called and held Board meeting, the Board shall provide such Designated Director with a reasonable opportunity to be heard and to present information relevant to the Board's proposed determination. The Board may make a determination that a Resignation Event has occurred only following its consideration in good faith of such information presented by such Designated Director and, in the case of clauses (d) and (e), after having given such Designated Director an opportunity to cure or correct the circumstances that resulted in such Resignation Event (to the extent such circumstances are reasonably capable of being cured). For the avoidance of doubt, the occurrence of a Resignation Event in respect of any Designated Director shall in no way effect the ability of Purchaser to appoint a different individual as a Designated Director pursuant to Section 8.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act or any successor rule from time to time adopted.

"Rule 405" means Rule 405 promulgated by the Commission pursuant to the Securities Act or any successor rule from time to time adopted.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act or any successor rule from time to time adopted.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act or any successor rule from time to time adopted.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities.

"Series A Preferred Stock" means a series of Prairie's preferred stock, without par value, designated as "7.25% Mandatory Convertible Preferred Stock, Series A".

"Shares" means the Purchased Stock, the Common Stock issued or issuable upon conversion of the Purchased Stock and any other Equity Securities or equity interests in any successor of Prairie issued in respect of such Purchased Stock by reason of or in connection with any stock dividend, stock split, combination, reorganization, recapitalization, conversion to another type of entity, merger or similar event involving a change in the capital structure of Prairie or its successor.

"Shelf Registration Statement" means a Registration Statement of Prairie filed with the Commission on either (i) Form S-3 (or any successor form or other appropriate form under the Securities Act), which, if Prairie is a WKSI, shall be an automatic shelf registration statement on Form S-3 that shall become immediately effective upon the filing thereof, or (ii) if Prairie is not permitted to file a Registration Statement on Form S-3, a Registration Statement on Form S-1 (or any successor form or other appropriate form under the Securities Act), in each case, for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the Commission) covering the Registrable Securities, as applicable; provided that Prairie may satisfy its obligations under this Agreement in respect of any Shelf Registration Statement by filing one or more amendments to an existing Shelf Registration Statement (including by filing a prospectus supplement to the extent permitted under the Commission's rules and regulations).

"Stockholder" means a holder of shares of Common Stock.

"Subsidiary" means, with respect to Prairie or any other Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of capital stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person, (ii) such Person and one or more Subsidiaries of such Person or one or more Subsidiaries of such Person.

"Termination Event" means that Purchaser and its Affiliates to which it has transferred the Shares in accordance with this Agreement have ceased to Beneficially Own, collectively, at least 50% of the Purchased Stock.

"Trading Day" means any day on which:

(i) there is no Market Disruption Event; and

(ii) the NYSE is open for trading, or, if the Common Stock (or any other security into which the Series A Preferred Stock becomes convertible in connection with any Reorganization Event) is not listed on the NYSE, any day on which the principal national securities exchange on which the Common Stock (or such other security) is listed is open for trading, or, if the Common Stock (or such other security) is not listed on a national securities exchange, any Business Day.

A "Trading Day" only includes those days that have a scheduled closing time of 4:00 p.m., New York City time, or the then standard closing time for regular trading on the relevant exchange or trading system.

"Trading Market" means the principal national securities exchange on which Registrable Securities are listed.

"VWAP" means:

(i) per share of Common Stock, on any Trading Day, the price per share of Common Stock as displayed under the heading "Bloomberg VWAP" on Bloomberg (or any successor service) page GXP <Equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the scheduled open to 4:00 p.m., New York City time, on such Trading Day; or, if such price is not available, the market value per share of Common Stock on such Trading Day as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by Prairie for such purpose; and

(ii) per share of capital stock (other than the Common Stock) or per ADR, in each case traded on a U.S. national securities exchange, on any Trading Day, the price per share of such capital stock or per ADR as displayed under the heading "Bloomberg VWAP" on the relevant Bloomberg page (or any successor service) in respect of the period from the scheduled open to 4:00 p.m., New York City time, on such Trading Day; or if such price is not available, the market value per share of such capital stock or per ADR on such Trading Day as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by Prairie for such purpose.

"WKSI" means a "well known seasoned issuer" as defined under Rule 405 and any successor rule from time to time adopted.

(b) Additional Definitions. In addition to the defined terms set forth in Section 1(a), each of the following capitalized terms has the meaning given to such term in the Section set forth opposite such term below:

| | |
|---|---|
| Agreement | Preamble |
| Blackout Period | 2(b)(iv) |
| Charter | 9(b) |
| Demand Notice | 2(b)(i) |
| Demand Registration | 2(b)(i) |
| Designated Director | 8(a)(ii) |
| Effectiveness Period | 2(b)(ii) |
| FERC | 7(f) |
| FPA | 7(f) |
| Holder Indemnified Persons | 5(a) |
| Initiating Holder | 2(b)(i) |
| Losses | 5(a) |
| Nominee Qualifications | 8(a)(ii) |
| Nonpayment | 8(a)(i) |
| Non-Recourse Parties | 13(m) |
| NRC | 7(f) |
| Other Investments | 11 |
| Parties | Preamble |
| Piggyback Notice | 2(c)(i) |
| Piggyback Registration | 2(c)(i) |
| Piggyback Request | 2(c)(i) |
| Prairie | Preamble |
| Prairie Indemnified Persons | 5(b) |
| Purchase Agreement | Recitals |
| Purchaser | Preamble |
| Purchaser Employee | 8(d) |
| Purchaser Group | 11 |
| Purchaser Indemnitee | 13(l) |
| Purchaser Indemnitors | 13(1) |
| Registration Expenses | 4 |
| Renounced Business Opportunities | 11 |
| Shelf Registration | 2(a)(i) |
| Shelf Takedown | 2(a)(iii)(1) |
| Shelf Takedown Request | 2(a)(iii)(1) |
| Suspension Notice | 12(b) |
| Suspension Period | 12(b) |
| Underwritten Offering | 3(k) |
| Underwritten Offering Notice | 3(k) |
| Underwritten Shelf Takedown | 2(a)(iii)(2) |

(c) Construction; Interpretation.

(i) Each of the Parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any member by virtue of authorship of any of the provisions of this Agreement.

(ii) Any reference in this Agreement to $ means U.S. dollars.

(iii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(iv) The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(v) The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vi) The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(vii) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. All references to days in this Agreement are to calendar days unless the term "Business Day" is specifically used.

(viii) The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(ix) Any contract or Law defined or referred to herein means such contract or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated.

(x) References to a Person are also to its successors and permitted assigns.

2. **Registration**.

(a) Shelf Registration Statement.

(i) Filing. Not more than thirty (30) days following the issuance of the Purchased Shares, but subject to the compliance by the Holders of their obligations under this Agreement, Prairie shall file with the Commission a Shelf Registration Statement

pursuant to Rule 415 of the Securities Act relating to the offer and sale from time to time of all of the Holder's Registrable Securities (the "Shelf Registration") in accordance with the methods of distribution elected by the Holders and set forth in the Shelf Registration Statement and shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective.

(ii) Continued Effectiveness. Subject to Section 2(b)(iv), Prairie shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by Holders until the earlier of (i) the date as of which all Registrable Securities have been sold pursuant to the Shelf Registration Statement or another registration statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(3) of the Securities Act and Rule 174 thereunder) and (ii) the date there are no longer any Registrable Securities outstanding.

(iii) Shelf Takedown.

(A) An offering or sale of Registrable Securities pursuant to a Shelf Registration Statement (each, a "Shelf Takedown") may be initiated at any time (subject to Section 7(b)), by notice to Prairie specifying the intended method or methods of disposition thereof, by written request of the Holder (a "Shelf Takedown Request") to Prairie to effect a public offering of all or a portion of the Holder's Registrable Securities that are covered by such Shelf Registration Statement. As soon as practicable after the receipt of a Shelf Takedown Request, Prairie shall amend or supplement the Shelf Registration Statement, if necessary, for such purpose and shall within five (5) Business Days of the receipt of a Shelf Takedown Request, subject to the compliance by the applicable Holders of their obligations under this Agreement file a prospectus supplement in respect of the Shelf Registration covering all of the Registrable Securities that the Holders in writing request; provided that, Prairie shall have no obligation to effect any Underwritten Shelf Takedown unless the amount of Registrable Securities included in the Shelf Takedown Request have an aggregate value of at least $50 million based on the VWAP of such Registrable Securities as of the date of the Shelf Takedown Request.

(B) If the Holder elects by request to Prairie, a Shelf Takedown shall be in the form of an Underwritten Offering (an "Underwritten Shelf Takedown") in which case Section 3(k) shall apply and such Underwritten Shelf Takedown will constitute an Underwritten Offering for purposes of Section 2(b)(iii).

(b) Demand Registration.

(i) If at any time there is no currently effective Shelf Registration Statement on file with the Commission, any Holder that holds any Registrable Securities shall have the option and right, exercisable by delivering a written notice to Prairie (a "Demand Notice," and the Holder that delivers such a Demand Notice, the "Initiating

Holder"), to require Prairie to, pursuant to the terms of and subject to the limitations contained in this Agreement, prepare and file with the Commission a Registration Statement registering the offering and sale of the number and type of Registrable Securities on the terms and conditions specified in the Demand Notice (or, to the extent permitted under the Commission's rules and regulations, a prospectus supplement in respect of an existing Registration Statement) in accordance with the intended timing and method or methods of distribution thereof specified in the Demand Notice, which may include sales on a delayed or continuous basis pursuant to Rule 415 (a "Demand Registration"). The Demand Notice must set forth the number and type of Registrable Securities that the Initiating Holder intends to include in such Demand Registration. Notwithstanding anything to the contrary herein, in no event shall Prairie be required to effectuate a Demand Registration for Registrable Securities having an aggregate value of less than $50 million based on the VWAP of such Registrable Securities as of the date of the Demand Notice.

(ii) Within five (5) Business Days of the receipt of the Demand Notice, Prairie shall give written notice of such Demand Notice to all Holders and, within ten (10) Business Days thereafter, shall, subject to the limitations of this Section 2(b) and subject to the compliance by the applicable Holders of their obligations under this Agreement, file a Registration Statement (or, to the extent permitted under the Commission's rules and regulations, a prospectus supplement in respect of an existing Registration Statement) covering all of the Registrable Securities of the same type that the Holders shall in writing request (such request to be given to Prairie within five (5) days of receipt of such notice of the Demand Notice given by Prairie pursuant to this Section 2(b)(ii)) to be included in such Demand Registration as directed by the Initiating Holder in accordance with the terms and conditions of the Demand Notice and use reasonable best efforts to cause such Registration Statement to become effective under the Securities Act as promptly as reasonably practicable and remain effective under the Securities Act until the earlier of (i) the date that all Registrable Securities covered by such Registration Statement have been sold or (ii) the date that is three (3) years after the original filing date of such Registration Statement (the "Effectiveness Period").

(iii) Subject to the other limitations contained in this Agreement, Prairie is not obligated hereunder to effect (A) more than one (1) Demand Registration in any six (6) month period pursuant to this Agreement, (B) more than a total of three (3) Demand Registrations pursuant to this Agreement (including any Underwritten Offering pursuant to an Underwritten Offering Notice under Section 3(k)) or (C) a subsequent Demand Registration pursuant to a Demand Notice if a Registration Statement covering all of the Registrable Securities held by the Holders providing such Demand Notice shall have become effective under the Securities Act and remains effective under the Securities Act and is sufficient to permit offers and sales of the number and type of Registrable Securities on the terms and conditions specified in the Demand Notice in accordance with the intended timing and method or methods of distribution thereof specified in the Demand Notice.

(iv) Notwithstanding any other provision of this Agreement, Prairie shall not be required to effect a registration or file a Registration Statement (or any

amendment thereto) or maintain the effectiveness of a Registration Statement for a period of up to sixty (60) days on any one occasion, if (A) the Board determines in good faith that a postponement is in the best interest of Prairie and its stockholders relating to a pending material transaction involving Prairie or (B) the Board determines in good faith that revisions to the Registration Statement are required so that it will not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (any such period, a "Blackout Period"); provided, however, that (1) in no event shall there be more than two Blackout Periods in any twelve (12) month period, (2) during any Blackout Period contemplated by Section 2(b)(iv)(B), any Holder that has submitted a Demand Notice may withdraw such Demand Notice by written notice to Prairie, and (3) during any Blackout Period contemplated by Section 2(b)(iv)(B), Prairie shall not file a registration statement (or any amendment or supplement thereto) with respect to any security for any other holder of registration rights or otherwise.

(v) Prairie may include in any such Demand Registration other Equity Securities for sale for its own account or for the account of any other Person; provided that if the managing underwriter, if any, for an Underwritten Offering pursuant to a Demand Notice determines that the type or number of Equity Securities proposed to be offered in such offering would likely have an adverse effect in any material respect on the price, timing or distribution of the Registrable Securities proposed to be included in such offering, the Registrable Securities to be sold by the Holders shall be included in such registration before any Equity Securities proposed to be sold for the account of Prairie or any other Person, and thereafter the amount of Registrable Securities included in such registration to be sold by the Holders shall be reduced on a pro rata basis.

(vi) Subject to the limitations contained in this Agreement, Prairie shall effect any Demand Registration on Form S-3 (except if Prairie is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such Demand Registration shall be effected on another appropriate form for such purpose pursuant to the Securities Act) and, so long as Prairie is a WKSI, the Demand Registration for any offering and selling of Registrable Securities shall be effected pursuant to a Shelf Registration Statement, which shall be on Form S-3 or any equivalent or successor form under the Securities Act (if available to Prairie); provided, however, that if at any time a Registration Statement on Form S-3 is effective and a Holder provides written notice to Prairie that it intends to effect an offering of all or part of the Registrable Securities of the same type included on such Registration Statement, Prairie will amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place.

(vii) Without limiting Section 3, in connection with any Demand Registration pursuant to and in accordance with this Section 2(b), Prairie shall, (A) promptly prepare and file or cause to be prepared and filed (1) such additional forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents, as may be necessary or advisable to register or qualify the securities subject to such Demand Registration, including under the securities Laws of such states as the Holders shall reasonably request; provided, however, that no such qualification shall be

required in any jurisdiction where, as a result thereof, Prairie would become subject to general service of process or to taxation or qualification to do business in such jurisdiction solely as a result of registration and (2) such forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents as may be necessary to apply for listing or to list the Registrable Securities subject to such Demand Registration on the Trading Market and (B) do any and all other acts and things that may be reasonably necessary or appropriate or reasonably requested by the Holders to enable the Holders to consummate a public sale of such Registrable Securities in accordance with the intended timing and method or methods of distribution thereof.

(viii) In the event a Holder transfers Registrable Securities to another Holder included on a Registration Statement and such Registrable Securities remain Registrable Securities following such transfer, at the reasonable request of such Holder, Prairie shall amend or supplement such Registration Statement as may be necessary in order to enable such transferee to offer and sell such Registrable Securities pursuant to such Registration Statement; provided that in no event shall Prairie be required to file a post-effective amendment to the Registration Statement unless (A) such Registration Statement includes only Registrable Securities held by such Holder or another Holder or (B) Prairie has received written consent therefor from whom Registrable Securities have been registered on (but not yet sold under) such Registration Statement, other than such Holder or another Holder, but in no event shall the foregoing otherwise affect the right of such Holder as a successor beneficiary of this Agreement.

(c) Piggyback Registration.

(i) If Prairie shall at any time propose to conduct, other than pursuant to any Demand Registration, a public offering of Common Stock for cash (whether in connection with a public offering of Common Stock by Prairie, a public offering of Common Stock by stockholders of Prairie other than any Holder, or both, but excluding an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or S-8 or an offering on any registration statement form that does not permit secondary sales), Prairie shall promptly notify all Holders of such proposal reasonably in advance of (and in any event at least two (2) Business Days prior for a block trade and five (5) Business Days prior for any other public offering) the commencement of the offering (the "Piggyback Notice"). The Piggyback Notice shall offer the Holders the opportunity to include for registration in such Registration Statement the number of Registrable Securities consisting of Common Stock as they may request (a "Piggyback Registration"). Prairie shall use reasonable best efforts to include in each such Piggyback Registration such Registrable Securities for which Prairie has received a written request from a Holder within three (3) Business Days (or one (1) Business Day for a block trade) after delivery of the Piggyback Notice to such Holder ("Piggyback Request") for inclusion therein. If a Holder decides not to include all of its Registrable Securities in any Registration Statement thereafter filed by Prairie, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by Prairie with respect to offerings of Common Stock, all upon the terms and conditions set forth herein.

(ii) If the Registration Statement under which Prairie gives notice under this Section 2(c) is for an underwritten offering, Prairie shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder to be included in a registration pursuant to this Section 2(c) shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by Prairie. If the managing underwriter or managing underwriters of such offering advise Prairie and the Holders in writing that in their reasonable opinion the inclusion of all of the Holders' Registrable Securities in the subject Registration Statement (or any other Common Stock proposed to be included in such offering) would likely have an adverse effect in any material respect on the price, timing or distribution of Common Stock proposed to be included in such offering, Prairie shall include in such offering only that number of shares of Common Stock proposed to be included in such offering that, in the reasonable opinion of the managing underwriter or managing underwriters, will not have such effect, with such number to be allocated as follows: (A) first, to Prairie and/or any holder exercising demand registration rights pursuant to which the offering is being proposed, (B) if there remains availability for additional shares of Common Stock to be included in such registration, second pro rata among all Holders desiring to register Registrable Securities and other holders of Common Stock exercising piggyback rights under other registration rights agreements with Prairie in effect and with respect to shares of Common Stock held as of the date of this Agreement, based on the number of Registrable Securities held by all such Holders and other holders of Common Stock, and (C) if there remains availability for additional shares of Common Stock to be included in such registration, third pro rata among all other holders of Common Stock who may be seeking to register such Common Stock based on the number of shares of Common Stock such holder is entitled to include in such registration. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to Prairie and the managing underwriter(s) delivered on or prior to the time of the commencement of such offering. Any Registrable Securities withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(iii) Prairie shall have the right to terminate or withdraw any registration initiated by it under this Section 2(c) at any time in its sole discretion whether or not any Holder has elected to include Registrable Securities in such Registration Statement. The registration expenses of such withdrawn registration shall be borne by Prairie in accordance with Section 4.

(iv) The rights of the Holders under this Section 2(c) shall terminate if the number of Registrable Securities outstanding is less than 2% of the number of outstanding shares of Common Stock.

3. **Registration Procedures**. The procedures to be followed by Prairie and each Holder electing to sell Registrable Securities in a Registration Statement (for the avoidance of doubt, including in a Shelf Registration Statement) pursuant to this Agreement, and the respective rights and obligations of Prairie and such Holders, with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(a) In connection with a Demand Registration or a Shelf Registration, Prairie will, to the extent reasonably practicable, at least five (5) Business Days prior to the anticipated filing of the Registration Statement and any related Prospectus or any amendment or supplement thereto (other than any filing made under the Exchange Act that is incorporated by reference into the Registration Statement), (i) furnish to such Holders a copy of all such documents prior to filing and (ii) use reasonable efforts to address in each such document when so filed with the Commission such comments as such Holders or their counsel reasonably shall propose prior to the filing thereof.

(b) In connection with a Piggyback Registration, Prairie will at least two (2) Business Days prior to the anticipated filing of the initial Registration Statement that identifies the Holders and any related Prospectus or any amendment or supplement thereto (other than amendments and supplements that do nothing more than name additional Holders and provide information with respect thereto), (i) furnish to such Holders copies of all Registration Statements that identify the Holders and any related Prospectus or any amendment or supplement thereto (other than amendments and supplements that do nothing more than name additional Holders and provide information with respect thereto) prior to filing and (ii) use reasonable best efforts to address in each such document when so filed with the Commission such comments as such Holders or their counsel reasonably shall propose prior to the filing thereof.

(c) Prairie will use reasonable best efforts to as promptly as reasonably practicable (i) prepare and file with the Commission such amendments, including post-effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as may be necessary under applicable Law to keep such Registration Statement continuously effective with respect to the Disposition of all Registrable Securities covered thereby for its Effectiveness Period (or, with respect to a Shelf Registration, the Shelf Period) and, subject to the limitations contained in this Agreement, prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the Holders; (ii) cause the related Prospectus to be amended or supplemented by any required prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; and (iii) respond to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably practicable provide such Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to such Holders as selling Holders but not any comments that would result in the disclosure to such Holders of material and non-public information concerning Prairie.

(d) Prairie will comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the Registration Statements and the Disposition of all Registrable Securities covered by each Registration Statement.

(e) Prairie will notify such Holders who are included in a Registration Statement as promptly as reasonably practicable: (i)(A) when a Prospectus or any prospectus supplement or post-effective amendment to a Registration Statement in which such Holder is

included has been filed; (B) when the Commission notifies Prairie whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement (in which case Prairie shall provide true and complete copies thereof and all written responses thereto to each of such Holders that pertain to such Holders as selling Holders); and (C) with respect to each such Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to such Registration Statement or Prospectus or for additional information that pertains to such Holders as sellers of Registrable Securities; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by Prairie of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) Prairie shall use its commercially reasonable efforts to register or qualify, or obtain exemption from registration or qualification for, all Registrable Shares by the time the applicable Registration Statement is declared effective by the Commission under all applicable state securities or "blue sky" laws of such domestic jurisdictions as any Holder covered by a Registration Statement shall reasonably request in writing, keep each such registration or qualification or exemption effective during the period such Registration Statement is required to be kept effective pursuant to this Agreement and do any and all other acts and things that may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Shares owned by such Holder; provided, however, that Prairie shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph, (ii) subject itself to taxation in any such jurisdiction, or (iii) submit to the general service of process in any such jurisdiction.

(g) Prairie will use reasonable best efforts to avoid the issuance of, or, if issued, as promptly as reasonably practicable obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as promptly as reasonably practicable, or if any such order or suspension is made effective during any Blackout Period or Suspension Period, as promptly as reasonably practicable after such Blackout Period or Suspension Period is over.

(h) During the Effectiveness Period Prairie will furnish to each such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Holder (including those incorporated by reference) promptly after the filing of such documents with the Commission; provided, that Prairie will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(i) Prairie will promptly deliver to each Holder, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) authorized by Prairie for use and each amendment or supplement thereto as such Holder may reasonably request during the Effectiveness Period. Subject to the terms of this Agreement, Prairie consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(j) Prairie will cooperate with such Holders to facilitate the timely preparation and delivery of book-entry interests representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which book-entry interests shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities Laws, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request in writing. In connection therewith, if required by Prairie's transfer agent, Prairie will promptly, after the Effective Date of any Registration Statement, cause an opinion of counsel as to the effectiveness of the Registration Statement to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Holder of such Registrable Securities under such Registration Statement.

(k) Upon the occurrence of any event contemplated by Section 3(e)(v), subject to Section 2(a)(iv) and this Section 3(j), as promptly as reasonably practicable, Prairie will prepare a supplement or amendment, including a post-effective amendment, if required by applicable Law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of any Prospectus, in the light of the circumstances under which they were made, not misleading.

(l) Such Holders may distribute the Registrable Securities by means of an underwritten offering; provided that (i) in the case of a Demand Registration or Shelf Registration, the Initiating Holder provides written notice to Prairie of its intention to distribute Registrable Securities by means of an underwritten offering, which for the avoidance of doubt in the case of a Demand Registration, may be made at a date later than the original Demand Notice (the "Underwritten Offering Notice" and such underwritten offering being referred to herein as an "Underwritten Offering"), and, in the case of a Piggyback Registration, the electing Holders must include their Registrable Securities in an underwritten offering if the Piggyback Notice so requires, (ii) the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein, (iii) the managing underwriter or managing underwriters thereof shall be designated by

the Initiating Holder in the case of a Demand Registration and the Holders holding a majority of the Registrable Securities (measured taking into account the Series A Preferred Stock on an as-converted basis) in the case of a Shelf Registration (provided, however, that such designated managing underwriter or managing underwriters shall be reasonably acceptable to Prairie), by Prairie in the case of a registration initiated by Prairie or by such other holder in the case of a registration initiated by another holder, (iv) each Holder participating in such underwritten offering agrees to enter into an underwriting agreement in customary form and sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled to select the managing underwriter or managing underwriters hereunder and (v) each Holder participating in such underwritten offering completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements. Prairie hereby agrees with each Holder that, in connection with any Underwritten Offering in accordance with the terms hereof, it will negotiate in good faith and execute all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements. If, in the case of an Underwritten Offering, the managing underwriter advises Prairie that the inclusion of all of the Holders' Registrable Securities in the subject Underwritten Offering would likely have an adverse effect in any material respect on the price, timing or distribution of Registrable Securities proposed to be included in such Underwritten Offering, then Prairie shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the Underwritten Offering shall be allocated as provided herein with respect to the applicable form of Offering. Any Registrable Securities excluded from such Underwritten Offering shall be withdrawn from the Underwritten Offering. In the event that the managing underwriter limits the number of Registrable Securities to be included in the Underwritten Offering pursuant to this Section 3(k) such that at less than one-half (1/2) of the aggregate Registrable Securities set forth in such Holders' written requests pursuant to this Section 3(k) are included in the Underwritten Offering, such Underwritten Offering shall not be considered to be a Demand Registration for purposes of the limitations set forth in Section 2(a)(iii) and an Underwritten Offering for purposes of the limitations set forth in this Section 3(k). For the avoidance of doubt, Piggyback Registration shall not be considered to be a Demand Registration. In the case of an Underwritten Offering, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Holders. In addition, in the case of any Underwritten Offering, each of the Holders may withdraw all or part of their request to participate in the registration after being advised of such price, discount and other terms and shall not be required to enter into any agreements or documentation that would require otherwise. Prairie shall not be obligated to take any action to effect any Underwritten Offering (i) if an Underwritten Offering (including an Underwritten Shelf Takedown) was consummated within the preceding forty-five (45) days (unless otherwise consented to by Prairie and approved by Prairie's Board) or (ii) during a Blackout Period.

(m) In the case of an Underwritten Offering, upon the request of the applicable underwriter or underwriters, Prairie will obtain for delivery to such underwriter or underwriters an opinion or opinions and negative assurance letters from counsel for Prairie dated the date of the closing of the applicable sale of Registrable Shares, in customary form, scope and substance;

(n) In the case of an Underwritten Offering, upon the request of the applicable underwriter or underwriters, (i) Prairie shall obtain for delivery to the managing underwriter or underwriters, with copies to the Holders, a cold comfort letter from Prairie's independent certified public accountants or independent auditors (and, if necessary, any other independent certified public accountants or independent auditors of any subsidiary of Prairie or any business acquired by Prairie for which financial statements and financial data are, or are required to be, included in the Registration Statement) in customary form and covering such matters of the type customarily covered by cold comfort letters as the managing underwriter or underwriters reasonably request, dated the date of execution of any underwriting or similar agreement and brought down to the closing under the such agreement or, if no such agreement is executed, upon the closing of the applicable sale of the Registrable Shares, and (b) Prairie shall obtain the required consents from Prairie's independent certified public accountants and, if applicable, independent auditors to include the accountants' or auditors' report, as applicable, relating to the specified financial statements in the Registration Statement and to be named as an expert in the Registration Statement.

(o) Prairie (i) shall make available for inspection by Holders' counsel and any managing underwriter(s) or other agents of the Holders participating in any disposition pursuant to the applicable Registration Statement, and any attorney or accountant retained by any such managing underwriter(s), during normal business hours and upon reasonable advance notice to Prairie, all financial and other records, pertinent corporate documents and documents relating to the business of Prairie as they may reasonably request, and (ii) cause Prairie officers, directors, employees and independent accountants to supply all information reasonably requested by any of them in connection with such Registration Statement, in each of (i) and (ii), as shall be reasonable necessary for the exercise of their due diligence responsibility; provided, that any such person gaining access to information or personnel pursuant to this paragraph shall (i) reasonably cooperate with Prairie to limit any resulting disruption to Prairie's business and (ii) agree to customary confidentiality protections for information regarding Prairie.

(p) Prairie shall execute and deliver all instruments and documents (including an underwriting agreement or placement agent agreement, as applicable, in customary form) and take such other actions and obtain such certificates and opinions as sellers of the Registrable Shares being sold reasonably request in order to effect a public offering of such Registrable Shares and in such connection, whether or not an underwriting agreement is entered into and whether or not the offering is an underwritten offering, (A) make such representations and warranties to the underwriters or agent, if any, with respect to the business of Prairie and its subsidiaries, and the Registration Statement and documents, if any, incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when requested, and (B) use its reasonable best efforts to furnish to the underwriters or agent, if any, of such Registrable Shares opinions and negative assurance letters of counsel to Prairie and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters or agent, if any), covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such counsel and any such underwriters.

(q) Prairie shall reasonably cooperate with each Holder and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA.

(r) Prairie shall use its reasonable best efforts to comply with all applicable securities laws and make available to its security holders, as soon as reasonably practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder.

(s) Prairie shall provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement.

(t) Prairie shall use its best efforts to cause all Registrable Securities covered by the applicable Registration Statement to be listed on the securities exchange on which the Common Stock is then listed.

(u) For a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period, Prairie will make available upon reasonable notice at Prairie's principal place of business or such other reasonable place for inspection during normal business hours by the managing underwriter or managing underwriters selected in accordance with Section 3(k) such financial and other information and books and records of Prairie, and cause the officers, employees, counsel and independent certified public accountants of Prairie to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act.

(v) In connection with any Demand Registration, Prairie will use reasonable best efforts to cause appropriate officers and employees to be available, on a customary basis and upon reasonable notice, to meet with prospective investors in presentations, meetings and road shows.

(w) Prairie may require such Holders to furnish to Prairie any other information regarding the Holder and the distribution of such securities as Prairie reasonably determines is required to be included in any Registration Statement.

4. **Registration Expenses**. All Registration Expenses incident to the Parties' performance of or compliance with their respective obligations under this Agreement or otherwise in connection with any Shelf Registration (including any Shelf Takedown) Demand Registration or Piggyback Registration (in each case, excluding any Selling Expenses) shall be borne by Prairie, whether or not any Registrable Securities are sold pursuant to a Registration Statement; provided that Prairie shall not be required to bear any such Registration Expenses of Holders that have withdrawn their request for registration under this Agreement such that it no longer counts as an Underwritten Offering for purposes of Section 2(b)(iii). "Registration Expenses" shall include (i) all registration and filing fees (including fees and expenses (A) with respect to filings required to be made with the Trading Market and (B) in compliance with applicable state securities or "Blue Sky" Laws), (ii) printing expenses (including expenses of

printing certificates for Equity Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by a Holder of Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel, auditors and accountants for Prairie, (v) Securities Act liability insurance, if Prairie so desires such insurance, (vi) fees and expenses of all other Persons retained by Prairie in connection with the consummation of the transactions contemplated by this Agreement, (vii) fees and expenses of one counsel to the Holders in connection with the consummation of the transactions contemplated by this Agreement and (viii) all expenses relating to marketing the sale of the Registrable Securities, including expenses related to conducting a "road show." In addition, Prairie shall be responsible for all of its expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including expenses payable to third parties and including all salaries and expenses of their officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on the Trading Market.

5. **Indemnification**.

(a) Prairie shall indemnify and hold harmless each Holder, its Affiliates and any Person who controls any such Holder (within the meaning of the Securities Act) and the officers, directors, members, managers, stockholders, partners, agents and employees of each of them (collectively, "Holder Indemnified Persons"), to the fullest extent permitted by applicable Law, from and against any and all losses, claims, damages, liabilities, joint or several, costs (including reasonable costs of preparation and reasonable attorneys' fees) and expenses, judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Holder Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (collectively, "Losses"), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which any Registrable Securities were registered, in any preliminary prospectus (if Prairie authorized the use of such preliminary prospectus prior to the Effective Date), or in any summary or final prospectus or free writing prospectus (if such free writing prospectus was authorized for use by Prairie) or in any amendment or supplement thereto (if used during the period Prairie is required to keep the Registration Statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein (in the case of any preliminary prospectus, final prospectus or free writing prospectus, in the light of the circumstances in which they were made) not misleading; provided, however, that Prairie shall not be liable to any Holder Indemnified Person to the extent that any such claim arises out of, is based upon or results from (i) an untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to Prairie by or on behalf of such Holder Indemnified Person specifically for use in the preparation thereof or (ii) any Disposition of Registrable Securities during a Suspension Period. Prairie shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which Prairie is aware in connection with the transactions contemplated by this Agreement.

(b) In connection with any Registration Statement in which a Holder participates, such Holder shall indemnify and hold harmless Prairie, its Affiliates and each of their respective officers, directors and any Person who controls Prairie (within the meaning of the Securities Act) and any agent thereof (collectively, the "Prairie Indemnified Persons"), to the fullest extent permitted by applicable Law, from and against any and all Losses as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any such Registration Statement, in any preliminary prospectus (if used prior to the Effective Date of such Registration Statement), or in any summary or final prospectus or free writing prospectus or in any amendment or supplement thereto (if used during the period Prairie is required to keep the Registration Statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein, (in the case of any preliminary prospectus, final prospectus or free writing prospectus, in the light of the circumstances in which they were made) not misleading, but only to the extent that the same are made in reliance and in conformity with information relating to the Holder furnished in writing to Prairie by such Holder for use therein; provided that any such indemnification shall be several and not joint and several and should be limited to the net proceeds received by such Holder in the sale of the applicable Registrable Securities.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim or there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to any local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party that are in addition to or may conflict with those available to another indemnified party with respect to such claim. Failure to give prompt written notice shall not release the indemnifying party from its obligations hereunder.

(d) If a claim for indemnification under Section 5(a) or (b) is unavailable to an indemnified party (by reason of public policy or otherwise), then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such

indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 5(d)(ii), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 5 was available to such party in accordance with its terms.

(e) The Parties agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in Section 5(d)(i). Notwithstanding the provisions of this Section 5(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) Notwithstanding anything to the contrary herein, this Section 5 shall survive any termination or expiration of this Agreement indefinitely.

6. **Facilitation of Sales Under Rule 144**. Prairie covenants that it will file the reports required to be filed by it under the Exchange Act and the Securities Act (or, if Prairie is not required to file such reports, it will, upon the reasonable request a Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rules 144 under the Securities Act), and it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (i) Rules 144 under the Securities Act or (ii) any similar rule or regulation hereafter adopted by the Commission Upon the reasonable request of a Holder, Prairie will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

7. **Dispositions**.

(a) Notwithstanding anything to the contrary in this Agreement, except for any Disposition of Shares to Affiliates, OMERS Administration Corporation, or Affiliates of OMERS Administration Corporation, for a period of ninety (90) days after the date hereof without the prior written consent of Prairie, Purchaser agrees not to offer, sell, contract to sell, pledge or otherwise Dispose of, or enter into any transaction which is designed to, or might reasonably be expected to, result in the Disposition of Shares (whether by actual Disposition or effective economic Disposition due to cash settlement or otherwise) by Purchaser or any of its Affiliates, directly or indirectly, including by establishing or increasing a put equivalent position or liquidating or decreasing a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any Shares or any securities that are convertible into, or

exercisable or exchangeable for, or that represent the right to receive, the Shares, or publicly announce an intention to effect any such transaction; provided that nothing in this Section 7(a) shall restrict or otherwise modify the obligations of Prairie set forth in Section 2(a)(i).

(b) Until the first date that Purchaser and any Affiliates cease to Beneficially Own in the aggregate at least 5% of the then-outstanding Common Stock, Purchaser shall not, and shall cause its Affiliates not to, enter into any Hedging Arrangements. Notwithstanding the foregoing, nothing in this Agreement shall limit the ability of Purchaser or any of its Affiliates to enter into any Hedging Arrangement (including short sales) with respect to any date on which the Average VWAP (as defined in the Certificate of Designations of Series A Preferred Stock) is determined, and with respect to such number of shares of Common Stock that Purchaser shall be expected to receive measured by reference to such date.

(c) Purchaser may Dispose of Shares to one or more Persons (and such Persons may then Dispose of Shares to one or more Persons), provided that such transferee Person agrees in writing to be bound by the terms and conditions, including the restrictions with respect to Purchaser set forth in this Agreement.

(d) Purchaser shall not Dispose of any Shares except: (i) pursuant to a registered offering under the Securities Act; (ii) pursuant to Rule 144 (in accordance with the volume and procedural limitations set forth in Rule 144 to the extent legally applicable to Purchaser at the time of the sale); or (iii) pursuant to an exemption from registration under the Securities Act.

(e) For so long as any Holder and its Affiliates Beneficially Own in the aggregate at least 5% of the then-outstanding Common Stock, in connection with any underwritten offering of Equity Securities, such Holder and its Affiliates will agree, upon the request of Prairie, to enter into a customary lock-up agreement with the managing underwriters of such offering, provided, however, that the lock-up period under such agreement shall not exceed ninety (90) days and shall be no more restrictive than any lock-up arrangement entered into by the officers and directors of Prairie or any other Stockholder that holds at least 5% of the then-outstanding Common Stock.

(f) Purchaser shall not Dispose of any Shares to any Person and shall cause its Affiliates not to Dispose of Beneficial Ownership in any Shares (i) if such Disposition is reasonably likely to require the approval of Federal Energy Regulatory Commission (the "FERC") under Section 203 of the Federal Power Act (the "FPA"), the approval of the Nuclear Regulatory Commission ("NRC") or the approval of or notification to any state utility agency under the applicable Laws of such state, and the FERC, the NRC or the relevant state utility agency shall have not issued an order approving such proposed Disposition or accepting any such required notification (or otherwise indicating in writing that no further action will be taken with respect to any required notification), as applicable, or (ii) if such Disposition is reasonably likely to require the Disposition of any assets of Prairie or any of its Subsidiaries, or to result in the loss of market-based rate authority by any of Prairie's Subsidiaries or a requirement by the FERC to implement mitigation measures in order to retain such authority or to impose any other material limitation on the ability of Prairie or any of its Subsidiaries to conduct their respective businesses or own their respective assets.

8. **Director Designation Rights**.

(a) *Right to Elect Two Directors Upon Nonpayment*.

(i) Prior to a Termination Event, whenever dividends on any shares of Series A Preferred Stock have not been paid in cash or in shares of Common Stock in the aggregate amount equivalent to at least two or more dividend payments (a "Nonpayment"), the Board shall adopt resolutions that increase the number of natural persons that constitute the whole Board by two (2) persons, and appoint two (2) individuals selected by Purchaser to such two (2) vacancies, provided that each such individual shall satisfy the Nominee Qualifications.

(ii) Prior to a Termination Event, upon a Nonpayment that has occurred and is continuing (i.e. no Nonpayment Remedy has occurred), Purchaser shall have the right to nominate two (2) individuals for election to the Board, in each case pursuant to the Prairie Organizational Documents and subject to: all necessary governmental approvals being obtained, who must in the reasonable, good faith judgment of the Governance Committee of the Board, (1) have the requisite skill and experience to serve as a director of a publicly traded company, (2) not be prohibited or disqualified from serving as a director of Prairie pursuant to the Prairie By-Laws (as in effect as of the date hereof) or any rule or regulation of the Commission, the NYSE (or any other principal stock exchange or market upon which the Common Stock may be listed) or by applicable Law and (3) otherwise be reasonably acceptable to the Corporate Governance Committee of the Board (each a "Designated Director", and such qualifications, the "Nominee Qualifications"). Purchaser shall, and shall cause each Designated Director to, timely provide Prairie with accurate and complete information relating to Purchaser and the Designated Director that may be required to be disclosed by Prairie under the Exchange Act. In addition, at Prairie's request, Purchaser shall cause each Designated Director to complete and execute Prairie's standard director and officer questionnaire and provide such other information as Prairie may reasonably request prior to being admitted to the Board or standing for reelection at an annual meeting of Stockholders or at such other time as may be requested by Prairie; provided that, in each case, all such information is generally required to be delivered to Prairie by the other outside directors of Prairie.

(iii) Each Designated Director will hold office until his or her term expires and such Designated Director's successor has been duly elected and qualified or until such Designated Director's earlier death, resignation or removal.

(iv) In order to designate an individual as a Designated Director, Purchaser must deliver to Prairie a written notice in accordance with the notice provisions set forth in Section 13(d), which notice shall include (A) the name, age, business address and residence address of such designee, (B) a current resume and curriculum vitae of such designee and (C) a statement describing such designee's qualifications.

(v) Prior to a Termination Event, upon a Nonpayment that has occurred and is continuing (i.e. no Nonpayment Remedy has occurred):

(A) in connection with each annual meeting of Stockholders, and subject to the conditions of Section 8(a)(ii) of this Agreement, Prairie shall nominate the Designated Directors for election or reelection, as applicable, to the Board and shall use its reasonable best efforts (it being understood that such efforts shall not be less than the efforts used by Prairie to obtain the election of any other director nominee nominated to serve as director on the Board at such meeting), and take all reasonable and lawful actions necessary or advisable, to cause the Board to recommend that the Stockholders vote "FOR" the election of the Designated Directors;

(B) upon written notice from Prairie to Purchaser that a Resignation Event has occurred, which notice shall set forth in reasonable detail the facts and circumstances constituting the Resignation Event, Purchaser will cause the applicable Designated Director then serving as a member of the Board to resign as a member of the Board within five (5) Business Days of such written notice; and

(C) any vacancy caused by the death, disability, removal or resignation of a Designated Director shall be filled by the Board with an individual designated by Purchaser who, subject to the conditions of Section 8(a)(ii) of this Agreement, shall become a Designated Director.

(vi) Any action by Purchaser to designate or replace a Designated Director shall be evidenced in writing delivered to Prairie and shall be signed by or on behalf of Purchaser.

(vii) Prior to designating a Designated Director, Purchaser shall, to the extent requested in writing by Prairie, enter into a written agreement in a form reasonably satisfactory to Prairie with the Designated Director whereby such Designated Director agrees to resign as a member of the Board upon a Resignation Event, a Termination Event or at Purchaser's request, as applicable. Purchaser acknowledges and agrees that such an agreement is in the best interest of Prairie and Purchaser, and that Prairie shall be a third-party beneficiary of the terms and conditions of such an agreement, and Prairie shall have the right to enforce such an agreement to the same extent as the parties thereto.

(viii) Prairie shall notify the Designated Directors of all regular and special meetings of the Board and of all regular and special meetings of any committee of the Board of which the Designated Directors is a member. Prairie shall provide the Designated Director with copies of all notices, minutes, consents and other materials provided to all other members of the Board concurrently as such materials are provided to the other members.

(b) *Termination of Director Designation Rights*. Upon the occurrence of a Termination Event, Purchaser's right to designate, and Prairie's obligation to nominate, the Designated Directors shall automatically terminate, and Purchaser shall cause each Designated Director then serving as a member of the Board, promptly upon (and in any event within five (5) Business Days following) receipt of a written request from Prairie, to resign as a member of the

Board. In the event Prairie does not request that a Designated Director be caused to resign upon occurrence of a Termination Event, such Designated Director will no longer be considered a designee of Purchaser and will be subject to election and reelection in accordance with the Prairie By-Laws. Purchaser shall have the right at any time to cause each Designated Director to resign as a member of the Board and to waive its rights to designate a nominee for election to the Board.

(c) *Director Indemnification*. At all times while a Designated Director is serving as a member of the Board, and following any such Designated Director's death, resignation, removal or other cessation as a director in such former Designated Director's capacity as a former director, each Designated Director shall be entitled to all rights to indemnification and exculpation as are then made available to any other member (or former member) of the Board. In addition, for so long as Prairie maintains directors and officers liability insurance, Prairie shall include the Designated Director as an "insured" for all purposes under such insurance policy for so long as such Designated Director is a director of Prairie and for the same period as other former directors of Prairie when such Designated Director ceases to be a director of Prairie. Each Designated Director is an express third party beneficiary of the terms of this Section 8(c).

(d) *Director Compensation*. In the event that the Designated Director is an employee of Purchaser or any of its Affiliates (a "Purchaser Employee"), such Designated Director shall not be entitled to compensation and benefits but shall be entitled to receive at least the same reimbursement for fees and expenses as other outside directors and, in any event, shall be entitled to reimbursement for documented, reasonable out-of-pocket fees and expenses incurred in connection with such Designated Director's service on the Board or any committee thereof (including in respect of travel, lodging, etc.). In the event that the Designated Director is not a Purchaser Employee, then such Designated Director shall, at such Designated Director's election or appointment, be entitled to receive at least the same compensation and benefits as other outside directors of Prairie. Each Designated Director is a third party beneficiary of this Section 8(d).

9. **Other Rights**.

(a) Prior to a Termination Event, if and so long as Prairie has a Non-Investment Grade Rating, Prairie shall invite a representative designated by Purchaser to attend all meetings of the Board in a nonvoting observer capacity. Prairie shall notify such representative of all regular and special meetings of the Board and shall provide such representative with copies of all notices, minutes, consents and other materials provided to all members of the Board concurrently as such materials are provided to the other members; provided that Prairie may deny access to any information and reports or portions thereof if Prairie reasonably determines that access to any such information or report could (i) result in a waiver of the attorney-client privilege (based on the advice of counsel) or (ii) cause Prairie to violate obligations with respect to confidential or proprietary information of third parties. Such representative shall be entitled to reimbursement for documented, reasonable out-of-pocket fees and expenses incurred in connection with such representative's attendance at Board meetings (including in respect of travel, lodging, etc.).

(b) So long as any shares of Purchased Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Articles of Incorporation of Prairie, as amended (the "Charter"), the affirmative vote or consent of all of the Holders, given in person or by proxy, either by vote at any meeting called for such purpose, or by written consent in lieu of such meeting, shall be necessary for effecting or validating: (i) any amendment or alteration of the Charter to increase the Board of Directors beyond thirteen (13) members, or (ii) any redemption or repurchase of Preferred Stock prior to the three (3) year anniversary of the date hereof other than with respect to any Preferred Stock outstanding as of May 11, 2016.

10. **Section 16 Filings**. Purchaser shall be solely responsible for making, or causing to be made, any filings with the Commission required to made by Purchaser or any of its Affiliates under Section 16 of the Exchange Act (including any filing on Form 3, Form 4 or Form 5) as a result of the Beneficial Ownership of any Shares, or any securities that are convertible into, or exercisable or exchangeable for, or that represent the right to receive, Shares, by Purchaser and any Affiliates; provided that Prairie shall cooperate with Purchaser in connection therewith, including by providing such information as may be reasonably requested by Purchaser in connection with such filings.

11. **Corporate Opportunities**. Prairie, on behalf of itself and its Subsidiaries, (a) acknowledges and affirms that Purchaser and its Affiliates, employees, directors, partners and members, including any Designated Directors (the "Purchaser Group") (i) have participated (directly or indirectly) and will continue to participate (directly or indirectly) in private equity, venture capital and other direct investments in corporations, joint ventures, limited liability companies and other entities ("Other Investments"), including Other Investments engaged in various aspects of the power generating business (and related services businesses) that may, are or will be competitive with Prairie's business or that could be suitable for Prairie's interest, (ii) have interests in, participate with, aid and maintain seats on the board of directors or similar governing bodies of, Other Investments, (iii) may develop or become aware of business opportunities for Other Investments; and (iv) may or will, as a result of or arising from the matters referenced in this Section 11, the nature of the Affiliated Parties' businesses and other factors, have conflicts of interest or potential conflicts of interest, (b) hereby renounces and disclaims any interest or expectancy in any business opportunity (including any Other Investments or any other opportunities that may arise in connection with the circumstances described in the foregoing clauses (i) – (iv) (collectively, the "Renounced Business Opportunities") and (c) acknowledges and affirms that no member of Purchaser Group, including any Designated Director, shall have any obligation to communicate or offer any Renounced Business Opportunity to Prairie, and any member of Purchaser Group may pursue a Renounced Business Opportunity. Notwithstanding the foregoing, Prairie does not renounce its interest in any corporate opportunity if such corporate opportunity was offered to a Designated Director solely in his or her capacity as a director of Prairie; provided that such opportunity (i) has not been separately presented to Purchaser or its Affiliates or is not otherwise being independently pursued by Purchaser or its Affiliates (in each case whether before or after such opportunity is presented to such Designated Director) or (ii) is not disclosed to the public, in each case of clauses (i) and (ii), other than as a result of a breach of such Designated Director's confidentiality obligations to Prairie or a breach of Purchaser's or its Representatives' obligations under Section 12. Notwithstanding anything to the contrary in this Section 11, Prairie shall not be prohibited from pursuing any Renounced Business Opportunity as a result of this Section 11.

12. **Information Rights; Confidentiality**.

(a) Until the first date that Purchaser and its Affiliates cease to Beneficially Own at least 5% of the then-outstanding Common Stock, Prairie shall provide Purchaser with the right to inspect the books and records of Prairie during normal business hours and upon reasonable notice as Purchaser may reasonably request to the extent necessary to evaluate its investment in the Shares; provided that Prairie may deny access to any information and reports or portions thereof (i) if Prairie reasonably determines that access to any such information or report could (A) result in a waiver of the attorney-client privilege (based on the advice of counsel), (B) cause Prairie to violate obligations with respect to confidential or proprietary information of third parties (provided that Prairie shall use reasonable efforts to make appropriate substitute arrangements under circumstances where the restrictions in clause (A) or (B) above apply) or (C) cause Prairie to violate any applicable Laws (including antitrust Laws) or (ii) in respect of a matter in which Purchaser has a material interest (other than any such interest arising solely as a result of Purchaser's status as a Stockholder).

(b) Purchaser agrees that Confidential Information has been and may be furnished to it. All Confidential Information is and shall remain property of Prairie. Purchaser agrees that it shall use such Confidential Information only in connection with Purchaser's investment in the Shares and not for any other purpose. Purchaser agrees that all the Confidential Information received from Prairie will be kept confidential by Purchaser and will not be disclosed to any other Persons in any manner; provided that Purchaser may disclose Confidential Information or portions thereof to its Representatives who need to know such information in connection with Purchaser's investment in the Shares (it being understood that such Representatives shall be informed of the confidential nature of such information and advised to treat such information confidentially in accordance with this Section 12(b)). Purchaser agrees to be responsible for compliance with the applicable provisions of this Section 12(b) by any of its Representatives.

(c) In the event that Purchaser or any of its Representatives is requested or legally required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by Law, Proceeding or NYSE rule) to disclose any of the Confidential Information (or to make any disclosure otherwise prohibited by Section 12(b)), it shall, except to the extent prohibited by Law, provide the other Party with prompt prior written notice of such request or requirement, and shall use commercially reasonable efforts to cooperate with Prairie, at Prairie's expense, and without incurring any liability, so that Purchaser may seek a protective order or other appropriate remedy or, if it so elects, waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Prairie waives compliance with the provisions hereof, Purchaser or its Representatives, as the case may be, may disclose only that portion of the Confidential Information that has been so requested or is legally required to be disclosed and shall exercise all commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(d) Purchaser is aware, and shall advise its Representatives who are provided any Confidential Information, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities. Purchaser hereby confirms that it and its Affiliates shall, and shall instruct its Representatives to, take any action necessary to prevent the use of any information about Prairie in a way which violates any securities or antitrust or other applicable Law.

13. **Miscellaneous**.

(a) *Remedies*. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of terms and provisions of this Agreement, without proof of actual damages (and each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

(b) *Discontinued Disposition*. Each Holder agrees that, upon receipt of a notice from Prairie of the occurrence of any Blackout Period or any event of the kind described in clauses (ii) through (v) of Section 3(e) (a "Suspension Notice"), such Holder will forthwith discontinue Disposition of such Registrable Securities under any Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement as contemplated by Section 3(j) or until it is advised in writing by Prairie that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement (a "Suspension Period"). Prairie may provide appropriate stop orders to enforce the provisions of this Section 13(b).

(c) *Amendments and Waivers*. No provision of this Agreement may be waived or amended except in a written instrument signed by Prairie and Purchaser. Prairie shall provide prior notice to all Holders of any proposed waiver or amendment. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

(d) *Notices*. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail as specified in this Section 13(d) prior to 5:00 p.m.

(Kansas City, Missouri time) on a Business Day, (ii) the Business Day after the date of transmission, if such notice or communication is delivered via facsimile or electronic mail as specified in this Agreement later than 5:00 p.m. (Kansas City, Missouri time) on any date and earlier than 11:59 p.m. (Kansas City, Missouri time) on such date, (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service or (iv) upon actual receipt by the Party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to Prairie:

Great Plains Energy Incorporated
1200 Main Street
Kansas City, Missouri 64105
Facsimile: (816) 556-2787
Attention: General Counsel
Email: heather.humphrey@kcpl.com

with a copy (which shall not constitute notice) to:

Bracewell LLP
1251 Avenue of the Americas
New York, New York 10020
Attention: John G. Klauberg
Frederick J. Lark
Facsimile: (800) 404-3970
Email: john.klauberg@bracewelllaw.com
fritz.lark@bracewelllaw.com

If to Purchaser:

OCM Credit Portfolio LP
One University Avenue
Suite 400
Toronto, Ontario
Canada M5J 2P1
Attention: Danial Lam
Email: dlam@omers.com
Facsimile: (416) 362-7773

With a copy (which shall not constitute notice) to:

OMERS Capital Markets
200 Bay Street
Suite 2300, PO Box 92
Toronto, Ontario
Canada M5J 2J2
Attention: Jack Mahler
Email: jmahler@omers.com
Facsimile: (416) 362-7773

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Eileen T. Nugent
Pankaj K. Sinha
Email: eileen.nugent@skadden.com
pankaj.sinha@skadden.com
Facsimile: 917-777-3176

If to any other Person who is then the registered Holder:

To the address of such Holder as it appears in the applicable register for the Registrable Securities or such other address as may be designated in writing hereafter, in the same manner, by such Person.

(e) *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns. This Agreement, and any rights or obligations hereunder, may not be assigned without the prior written consent of Prairie and Purchaser; provided, however, that the rights and obligations of Purchaser hereunder may be transferred or assigned by Purchaser to a Person pursuant to Section 7, provided, further that (i) Prairie is, within a reasonable time after such transfer, furnished with written notice of the name and address of such Person and (ii) such Person agrees in writing to be bound by and subject to the terms set forth in this Agreement.

(f) *Third-Party Beneficiaries*. There are no third-party beneficiaries having rights under or with respect to this Agreement other than (i) the Holders (other than Purchaser), (ii) the Designated Directors in respect of Sections 8(c), 8(d) and 13(l), (iii) the Holder Indemnified Persons in respect of Sections 5 and 13(l), (iv) the Purchaser Group in respect of Section 11, (v) the Purchaser Indemnitors in respect of Section 13(l) and (vi) the Non-Recourse Parties in respect of Section 13(m).

(g) *Execution and Counterparts*. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile or electronic mail transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such signature delivered by facsimile or electronic mail transmission were the original thereof.

(h) *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial*. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be

based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without reference to the choice of law provisions thereof; provided that with respect to matters of law concerning the internal corporate affairs of Prairie that are the subject of this Agreement, such matters shall be governed by the Laws of Missouri. All claims, causes of action, suits, actions or proceedings shall be raised to and exclusively determined by any state or federal court located in the City of New York, and in each case, any appellate court from any decision thereof, to whose exclusive jurisdiction and venue the Parties unconditionally consent and submit. Service of process in connection with any such claim, cause of action suit, action or proceeding may be served on each Party anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the Parties irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) *Cumulative Remedies*. The remedies provided herein are cumulative and not exclusive of any remedies provided by Law.

(j) *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable

(k) *Entire Agreement*. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof and the matters addressed or governed hereby, whether oral or written.

(l) *Priority of Indemnification*. Prairie hereby acknowledges that each Holder Indemnified Person and Designated Director, and their respective heirs or representatives (each, a "Purchaser Indemnitee"), may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of Purchaser (collectively, the "Purchaser Indemnitors") and that, notwithstanding anything to the contrary in this Agreement (including as set forth in Section 5 and Section 8(c)): (i) Prairie is the indemnitor of first resort and the Purchaser Indemnitors are the indemnitors of last resort in connection with any claims for indemnification from Purchaser Indemnitees, (ii) Prairie will be required to advance the full amount of expenses incurred by each Purchaser Indemnitee and will be liable for the full amount

of all losses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by Section 5 or Section 8(c), as applicable, without regard to any rights each Purchaser Indemnitee may have against the Purchaser Indemnitors, and (iii) the Parties irrevocably waive, relinquish and release the Purchaser Indemnitors from any and all claims against the Purchaser Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement, no advancement or payment by the Purchaser Indemnitors on behalf of a Purchaser Indemnitee with respect to any claim for which such Purchaser Indemnitee has sought indemnification or advancement of expenses from Prairie will affect the foregoing and the Purchaser Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Purchaser Indemnitee against Prairie. The Purchaser Indemnitors are express third party beneficiaries of the terms of this Section 13(l).

(m) *No Recourse*. Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, and notwithstanding the fact that Purchaser or its Affiliates or any of its or their successors or permitted assignees may be a partnership or a limited liability company, Prairie, by its acceptance of the benefits hereof, covenants, agrees and acknowledges that no Person other than Purchaser and its respective successors and permitted assignees shall have any obligation hereunder, and that it has no rights of recovery against, and no recourse hereunder, against, any former, current or future director, officer, agent, advisor, attorney, Representative, Affiliate, manager or employee of Purchaser (or any of its successors or assignees), against any former, current or future general or limited partner, manager, member or stockholder of Purchaser, or any Affiliate thereof or against any former, current or future director, officer, agent, advisor, attorney, Representative, employee, Affiliate, assignee, general or limited partner, stockholder, manager or member of any of the foregoing (collectively, the "Non-Recourse Parties"), whether by or through attempted piercing of the corporate veil, by the enforcement of any judgment or assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other applicable Law, except that, notwithstanding the foregoing, nothing in this Section 13(m) shall limit Prairie's rights or remedies (i) under the Purchase Agreement and the Equity Commitment Letter or (ii) under this Section 13 to an injunction or injunctions against Purchaser and any Affiliate of Purchaser that is not an individual or limited partner to prevent breaches of this Agreement and to enforce specifically the performance of terms and provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PRAIRIE, INC.**

By: _____
Name: _____
Title: _____

**MEADOW LP**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INVESTOR RIGHTS AGREEMENT]

**Exhibit C**

**Form of Legal Opinions**

The following opinions shall be subject to customary qualifications and assumptions:

1. The Company has the corporate power and authority to execute and deliver each of the Transaction Documents to which the Company is a party and to consummate the issuance and sale of the Acquired Series A Shares contemplated thereby under the General Business and Corporation Law of the State of Missouri. Based solely on our review of certificates from the Secretary of State of the State of Missouri with respect to the Company's existence and good standing, the Company is duly incorporated and is validly existing and in good standing under the General Business and Corporation Law of the State of Missouri.

2. Each of the Transaction Documents to which the Company is a party has been duly authorized, executed and delivered by all requisite corporate action on the part of the Company under the General Business and Corporation Law of the State of Missouri.

3. Each of the Transaction Documents to which the Company is a party constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms under the General Business and Corporation Law of the State of Missouri.

4. The Acquired Series A Shares have been duly authorized by all requisite corporate action on the part of the Company under the General Business and Corporation Law of the State of Missouri and, when the Acquired Series A Shares are delivered to and paid for by the Investor in accordance with the terms of the Agreement, will be validly issued, fully paid and nonassessable and free and clear of any preemptive rights or any similar rights arising under the General Business and Corporation Law of the State of Missouri or the Articles of Incorporation or By-Laws of the Company.

5. Assuming the accuracy of the representations and warranties of the Investors in Section 4.09 of the Agreement, the offer, sale and delivery of the Acquired Series A Shares to the Investor in the manner contemplated by the Agreement does not require registration under the Securities Act, it being understood that we do not express any opinion with respect to any subsequent reoffer or resale of any Acquired Series A Share.

6. The shares of Common Stock initially issuable upon conversion of the Acquired Series A Shares pursuant to the Series A Certificate ("Conversion Shares") have been duly authorized by all requisite corporate action on the part of the Company under the General Business and Corporation Law of the State of Missouri and, when issued upon conversion of the Acquired Series A Shares in accordance with the terms of the Series A Certificate, will be validly issued, fully paid and nonassessable and free and clear of any preemptive rights or any similar rights arising under the General Business and Corporation Law of the State of Missouri or the Articles of Incorporation or By-Laws of the Company, and may be delivered by the Company to such holder without registration under the Securities Act by reason of the exemption provided in Section 3(a)(9) thereunder, provided that no commission or other remuneration is

paid or given directly or indirectly for soliciting such conversion, and provided further that the Conversion Shares so deliverable are not exchanged in a case under Title 11 of the United States Code. We do not express any opinion concerning any subsequent reoffer or resale of any such shares deliverable upon conversion. The resolutions of the Board of Directors of the Company approving the issuance of the Acquired Series A Shares state that they have reserved the Conversion Shares for issuance.

7. Neither the execution and delivery by the Company of the Transaction Documents to which it is a party nor the consummation by the Company of the issuance and sale of the Acquired Series A Shares contemplated thereby: (i) conflicts with the Articles of Incorporation or the By-Laws of the Company or (ii) violates any Law of the States of Missouri, the State of New York or the United States of America.

8. Neither the execution and delivery by the Company of the Transaction Documents to which it is a party nor the consummation by the Company of the issuance and sale of the Acquired Series A Shares contemplated thereby requires the consent, approval, licensing or authorization of, or any filing, recording or registration with, any Governmental Authority under any Law of the State of Missouri, the State of New York or the United States of America except for those consents, approvals, licenses and authorizations already obtained and those filings, recordings or registrations already made.

**Exhibit J**

**UNITED STATES OF AMERICA**
**BEFORE THE**
**FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|---|---|---|
| **Great Plains Energy, Inc.** | **)** | |
| | **)** | **Docket No. EC16-___-000** |
| **Westar Energy, Inc.** | **)** | |

# APPLICATION
# UNDER SECTION 203 OF THE FEDERAL POWER ACT

## PREPARED DIRECT TESTIMONY AND EXHIBITS OF
## DAVID HUNGER AND EDO MACAN
## ON BEHALF OF APPLICANTS

# DIRECT TESTIMONY OF
# DAVID HUNGER AND EDO MACAN

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## PURPOSE, SUMMARY OF ANALYSIS AND CONCLUSIONS

***Introduction***

**Q. DR. HUNGER, PLEASE STATE YOUR FULL NAME AND BUSINESS ADDRESS**

A. My name is David Hunger. I am a Vice President of Charles River Associates ("CRA"). My business address is 1201 F Street, NW, Suite 700, Washington, DC 20004-1229.

**Q. PLEASE SUMMARIZE YOUR RELEVANT PROFESSIONAL BACKGROUND**

A. I am experienced in energy market analysis, and was formerly a senior economist at the Federal Energy Regulatory Commission ("Commission"). For 14 years at the Commission, I led analyses involving mergers and other corporate transactions; market power in market-based rates ("MBR") cases; investigations of market manipulation in electricity and natural gas markets, demand response compensation, compliance cases for Regional Transmission Organizations ("RTOs"); and competition issues in electricity markets. Since leaving the Commission and joining CRA in June 2013, I have testified in numerous Commission proceedings involving market power and market design in the organized markets administered by independent system operators ("ISOs") and RTOs. A summary of my background and relevant experience is provided in Exhibit J-2.

**Q. MR. MACAN, PLEASE STATE YOUR FULL NAME AND BUSINESS ADDRESS.**

**A.** My name is Edo Macan. I am a Principal at Charles River Associates. My business address is 200 Clarendon Street, Boston, MA 02116.

**Q. PLEASE SUMMARIZE YOUR RELEVANT PROFESSIONAL BACKGROUND.**

**A.** My practice is focused on mergers and acquisitions ("M&A") and quantitative analytics in energy markets. I have over 18 years of experience advising electric utilities and independent power producers on asset valuation, energy risk management, fuel procurement, contractual disputes, mergers and acquisitions, demand response,

renewables, emission markets, and environmental compliance. I led analysis in several FERC Section 203 applications and numerous MBR filings, and have been a technical lead on numerous acquisition analyses. I have also consulted on market manipulation investigations and have been one of a group of principal investigators in market investigation and manipulation cases, including FERC's investigation of the Western Energy Crisis. Prior to economic consulting, I served as associate director of corporate risk management at Duke Energy in Houston. A summary of my professional background and relevant experience is provided in Exhibit J-3.

***Purpose***

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

A. We have been asked by counsel for Great Plains Energy, Incorporated and all of its Commission-jurisdictional public utilities (collectively, "Great Plains Energy" or "GPE")[1] and counsel for Westar Energy, Inc. and all of its Commission-jurisdictional public utilities (collectively, "Westar"),[2] together, "Applicants," to evaluate the potential competitive impact of the merger of the Applicants on relevant electricity markets. We performed the Competitive Analysis Screen described in Appendix A to the

[1] As described in more detail in Section II.A of the Applicants' FPA Section 203 Application (the "Application"), GPE is a holding company and owns the franchised electric utility operations Kansas City Power &Light Company ("KCP&L") and KCP&L Greater Missouri Operations Company ("GMO"). Affiliates of GPE own approximately 6,573 MW of electric generation accredited capacity, operate and coordinate approximately 26,000 miles of electric distribution and transmission lines, and provide retail and wholesale electric service to approximately 850,800 customers. In addition to its ownership of KCP&L and GMO, GPE is also an indirect parent company of Transource Energy, LLC ("Transource"), a joint venture of subsidiaries of American Electric Power Company, Inc. ("AEP") and GPE that was formed to develop new competitive transmission projects. Currently, the Iatan-Nashua Project, a 345 kV electric transmission line owned by Transource's wholly-owned subsidiary, Transource Missouri LLC ("Transource Missouri") and under the functional control of Southwest Power Pool, Inc. ("SPP"), is the only operational transmission facility owned by Transource and its subsidiaries. The Commission has approved Transource Missouri's transmission formula rate, allowing it to recover its costs through the SPP Open Access Transmission Tariff ("OATT").

[2] As described in more detail in Section II.B of the Application, Westar is a Kansas corporation with its principal office located in Topeka, Kansas. It is a public utility primarily engaged in the generation, transmission, distribution, and sale of electricity. Westar owns approximately 6,300 MW of electric generation capacity, operates and coordinates approximately 35,000 miles of electric distribution and transmission lines, and provides retail and wholesale electric service to approximately 700,000 customers. Westar's transmission system is located in eastern and central Kansas and is under the functional control of SPP. Kansas Gas and Electric Company ("KG&E") is a fully owned subsidiary of Westar, and also provides retail and wholesale electric service to consumers in Kansas and surrounding integrated systems. KG&E provides neither wholesale nor retail gas service. Prairie Wind Transmission, LLC., is a joint venture formed by Westar and Electric Transmission America, LLC — a joint venture of subsidiaries of American Electric Power, Inc. and Berkshire Hathaway Energy Company — to build and own new electric transmission assets in Kansas.

Commission's Merger Policy Statement ("Order No. 592"),[3] as modified in the Revised Filing Requirements under Part 33 of the Commission's Regulations.[4] The Competitive Analysis Screen is intended to comport with the Department of Justice and Federal Trade Commission ("DOJ/FTC") Horizontal Merger Guidelines.

The primary focus of our testimony is to analyze whether the combination of the electric generating assets owned or controlled by GPE and those owned or controlled by Westar Energy could have the potential to create or enhance the Applicants' ability to increase prices in the relevant geographic electricity market. We also address the potential impact of the merger on vertical market power, including barriers to entry that might undercut the presumption that long-run generation markets are competitive and, more specifically, the potential to use control over fuels supplies, fuel transportation facilities, generation sites, or electric transmission to exert vertical market power to increase competitors' costs.

***Summary of Analysis and Conclusions***

**Q. DOES YOUR HORIZONTAL MARKET POWER ANALYSIS INDICATE THAT THE MERGER RAISES COMPETITIVE CONCERNS?**

A. No. The area in which Applicants' supply capabilities overlap is in SPP. Both GPE and Westar have retail franchises and embedded wholesale load in SPP and own or control generation to serve those customers. The Commission has determined that "Day 2" RTOs such as SPP are the default geographic market for merger (and MBR) analyses. With minor exceptions, neither Applicant controls generation outside of SPP. Consequently, we focused our analysis on the SPP market. In addition, both Great Plains Energy's and Westar's sales outside of SPP are *de minimis* (within SPP, GPE has 52 MW of contracted sales, and Westar has 897 MW of contracted sales). Based on this analysis

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3 *Inquiry Concerning the Comm'n's Merger Policy Under the Fed. Power Act: Policy Statement*, Order No. 592, FERC Stats. & Regs. ¶ 31,044 (1996), *reconsideration denied*, Order No. 592-A, 79 FERC ¶ 61,321 (1997).

4 *Revised Filing Requirements Under Part 33 of the Comm'n's Regulations*, Order No. 642, FERC Stats. & Regs. ¶ 31,111 (2000), *order on reh'g*, Order No. 642-A, 94 FERC ¶ 61,289 (2001) ("Revised Filing Requirements" or "Order No. 642").

profile, our horizontal market power analysis indicates that the proposed merger raises no competitive concerns.

**Q. PLEASE DESCRIBE BRIEFLY THE MARKET STRUCTURE IN SPP.**

A. The Applicants operate and do business in the footprint of SPP, an RTO that runs a competitive wholesale market for electric energy. Unlike in some other RTOs, where generation is unbundled from retail utilities that ultimately serve consumers, SPP primarily consists of large, vertically integrated utilities that own generation, transmission, and distribution assets. Functional control of transmission assets, like those owned by the Applicants, is transferred to the RTO, which in turn facilitates open, nondiscriminatory access to the network. Vertically integrated utilities in SPP have an obligation to serve their native load. There is no competition at the retail level to supply and deliver electric energy within each utility's franchised service territory. Vertically integrated utilities can sell energy to counterparties through long-term contracts or through the SPP wholesale market.

**Q. HOW DID YOU ACCOUNT FOR RECENT CHANGES IN THE SPP FOOTPRINT?**

A. In 2015, SPP's membership expanded from what it has been for much of the time since 2007, when SPP began operating its real-time Energy Imbalance Service ("EIS") market. SPP's recent expansion saw its footprint grow to include the Western Area Power Administration – Upper Great Plains region, the Basin Electric Power Cooperative, and the Heartlands Consumer Power District. The result was an RTO with significantly greater service territory by area, with increased peak power demand and generation capacity. In our Delivered Price Test ("DPT") analysis, we modeled the full SPP footprint, including the 2015 expansion, to be consistent with the Commission's required forward-looking analysis.

**Q. DID YOU ANALYZE ANY SUBMARKETS WITHIN SPP?**

A. No. There are no known exceptions in SPP to the presumption that an RTO is the smallest relevant market. Such exceptions occur when a sub-area within an RTO has been defined as a load pocket that needs to be analyzed separately. Examples are Long Island and New York City in NYISO, and regions within the PJM Interconnection, L.L.C. ("PJM") (e.g., PJM-East, AP South and 5004/5005).[5] The Commission's precedent is to define submarkets for which analysis is required only when the area is a load pocket that is price-separated from the larger market on a frequent basis.

The Commission has not identified any such geographic markets within SPP, nor are we aware of any requests that the Commission do so. In the case of the instant merger, most of the Applicants' loads and supplies are located in the SPP system within Kansas and Missouri. These circumstances should meet the condition that the relevant market for study is SPP. Therefore, we see no reason to depart from the Commission's prior rulings that it is appropriate to analyze the SPP market as a whole without any submarkets.

**Q. DID YOU ANALYZE SPP'S FIRST TIER MARKETS?**

A. We did not include SPP's adjacent first tier markets in the DPT as possible destination markets. However, we did consider possible SPP first tier markets before determining that it was not necessary to include them. Possible first tier markets include Balancing Authority Areas ("BAAs") in the Western Electricity Coordinating Council ("WECC"), Electric Reliability Council of Texas ("ERCOT"), MISO, and Associated Electric Cooperative, Inc. ("AECI"). We dismissed BAAs in WECC and ERCOT as possible destination markets for the Applicants' generation capacity because these markets are in different electrical interconnections, and physical ties between SPP and those regions are via DC ties without significant quantities of transactions. MISO and AECI stand a higher likelihood of seeing significant sales and needing to be modeled as first tier markets in a horizontal market power analysis. However, after reviewing records of sales for the most

[5] Order 697 explains that the default market definition for suppliers in an RTO is the RTO except where the Commission has determined previously that a sub-area within the RTO is a geographic area that is presumptively a separate market. The order specifically names all such market areas. None are in SPP and to the best of our knowledge, there has been no subsequent determination that areas of SPP require submarket analysis. See *Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services By Public Utilities,* Order No. 697, 119 FERC ¶ 61,295, especially paragraphs 231 and 246.

recent eight quarters (Q2 2014 – Q1 2016), we determined that sales from the Applicants into MISO and AECI are *de minimis* relative to the size of the markets as a whole (less than two tenths of a percent), and therefore need not be studied.[6] As shown in Table 1, regarding sales through MISO and AECI, neither the sales of GPE nor Westar, nor the merged sales of GPE and Westar, exceed one percent of total energy sold in these markets. Because the applicants also make some sales into PJM, we repeated this analysis for PJM and, as Table 1 also shows, found that Applicants' sales are *de minimis* relative to overall load served in PJM.[7] These results are detailed in our Workpapers.[8]

**Table 1: Energy Sales by Applicants to First Tier Markets (Q2 2014 – Q1 2016)**

| | | *Pre-Merger* | | | | *Post-Merger* | |
|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | GPE-Westar | |
| Destination Market | Total Market Load (GWh) | GWh of Sales | Sales as % of Market Load | GWh | Sales as % of Market Load | GWh | Sales as % of Market Load |
| AECI | 45,440 | 1.30 | 0.0029% | 12.94 | 0.0285% | 14.23 | 0.0313% |
| MISO | 1,484,210 | 90.87 | 0.0061% | 2,266.50 | 0.1527% | 2357.37 | 0.1588% |
| PJM | 1,788,055 | 0.00 | 0.0000% | 1,098.61 | 0.0614% | 1098.60 | 0.0614% |

**Q. PLEASE DESCRIBE THE ANALYSES YOU HAVE PERFORMED AND THE CONCLUSIONS YOU REACH BASED ON THOSE ANALYSES.**

A. As explained above, because Applicants' generation capacity overlaps in SPP, we conducted a full DPT for the SPP BAA. Consistent with the Commission's requirement that merger analyses be forward-looking, our analysis is based on expected market conditions in 2017.

**Q. WHAT MEASURES DID YOU USE TO ANALYZE THE PROPOSED MERGER FOR HORIZONTAL MARKET POWER CONCERNS?**

A. In SPP, there is little retail access. GPE and Westar, through their regulated utilities, continue to serve their loads in Kansas and Missouri. Hence, under Commission

6 Sales data source: FERC EQR. Load data source: FERC Form 714, MISO Operations Data from MISO website.

7 Source: PJM Operations Data from PJM website.

8 Detail of results and process can be found in Workpapers section CRA-03.

precedent, the Available Economic Capacity ("AEC") analysis is given primary weight in analyzing the Applicants' horizontal market power.[9] For reference, we also provide an analysis that considers Economic Capacity ("EC") and include the results here.[10]

**Q. WHAT ARE THE RESULTS OF YOUR ANALYSES?**

A. As shown in Table 2, AEC is unconcentrated in all periods. Markets with a post-merger Herfindahl-Hirschman Index ("HHI") of less than 1000 are considered "unconcentrated." Market shares vary seasonally and between peak and off-peak periods, but even in the post-merger scenario do not exceed 13 percent during any period. In all time periods, the change in HHI is 82 points or fewer and the market remains relatively unconcentrated, with no HHI exceeding 474.

**Table 2: Available Economic Capacity in SPP[11]**

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $73 | 771 | 2.7% | 1,174 | 4.2% | 28,095 | 349 | 1,946 | 6.9% | 28,095 | 372 | 23 |
| S_SP2 | $44 | 1,125 | 4.1% | 1,333 | 4.8% | 27,716 | 369 | 2,459 | 8.9% | 27,716 | 408 | 39 |
| S_P | $31 | 843 | 3.1% | 1,173 | 4.4% | 26,808 | 373 | 2,016 | 7.5% | 26,808 | 400 | 28 |
| S_OP | $24 | 1,526 | 6.8% | 1,034 | 4.6% | 22,405 | 407 | 2,560 | 11.4% | 22,405 | 469 | 63 |
| W_SP | $47 | 2,160 | 5.7% | 2,672 | 7.1% | 37,656 | 393 | 4,831 | 12.8% | 37,656 | 474 | 81 |
| W_P | $28 | 1,201 | 5.5% | 983 | 4.5% | 21,847 | 400 | 2,185 | 10.0% | 21,847 | 449 | 50 |
| W_OP | $27 | 1,630 | 6.8% | 1,442 | 6.0% | 23,948 | 386 | 3,073 | 12.8% | 23,948 | 468 | 82 |
| SH_SP | $40 | 1,046 | 4.0% | 1,252 | 4.8% | 25,934 | 323 | 2,298 | 8.9% | 25,934 | 362 | 39 |
| SH_P | $28 | 877 | 4.5% | 640 | 3.3% | 19,528 | 370 | 1,517 | 7.8% | 19,528 | 399 | 29 |
| SH_OP | $25 | 1,337 | 6.7% | 956 | 4.8% | 20,053 | 368 | 2,293 | 11.4% | 20,053 | 431 | 64 |

*Source: CRA Analysis*

9 *See, e.g.*, *Silver Merger Sub, Inc.*, 145 FERC ¶ 61,261 at P 34 (2013); *Duke Energy Corp.*, 136 FERC ¶ 61,245 at P 124 (2011); *Great Plains Energy, Inc.*, 121 FERC ¶ 61,069 at P 34 & n.44 (2007), *reh'g denied*, 122 FERC ¶ 61,177 (2008).

10 *Ameren Energy Generating Co.*, 145 FERC ¶ 61,034 at P 56 n.55 (2013).

11 Appendix F of AEP I indicates that there should be a total of ten different season and load level combinations examined—four load levels during the Summer and three load levels during each of the Winter and combined Spring/Fall (or Shoulder) seasons. *See AEP Power Marketing, Inc. et al.*, 107 FERC ¶ 61,018 (2004).

Furthermore, our EC analysis shows that the merger is not problematic. As shown in Table 3, the SPP EC market is unconcentrated in all time periods and Applicants' combined share is below 20 percent. The highest HHI change, which occurs in the Summer Off-Peak Period is 163 points in a period with a post-merger HHI of 701. The highest period post-merger HHI is Winter Super-Peak, with an HHI of 808.

**Table 3: Economic Capacity in SPP**

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $73 | 6,077 | 8.9% | 5,804 | 8.5% | 68,269 | 626 | 11,881 | 17.4% | 68,269 | 778 | 151 |
| S_SP2 | $44 | 5,971 | 9.1% | 5,607 | 8.5% | 65,958 | 648 | 11,579 | 17.6% | 65,958 | 802 | 154 |
| S_P | $31 | 4,448 | 7.8% | 4,419 | 7.7% | 57,201 | 639 | 8,867 | 15.5% | 57,201 | 759 | 120 |
| S_OP | $24 | 4,435 | 9.9% | 3,675 | 8.2% | 44,745 | 538 | 8,110 | 18.1% | 44,745 | 701 | 163 |
| W_SP | $47 | 5,983 | 9.0% | 5,629 | 8.5% | 66,421 | 655 | 11,612 | 17.5% | 66,421 | 808 | 153 |
| W_P | $28 | 4,453 | 9.7% | 3,632 | 7.9% | 45,738 | 558 | 8,085 | 17.7% | 45,738 | 713 | 155 |
| W_OP | $27 | 4,520 | 9.9% | 3,748 | 8.2% | 45,731 | 557 | 8,268 | 18.1% | 45,731 | 719 | 162 |
| SH_SP | $40 | 4,904 | 8.6% | 4,694 | 8.3% | 56,841 | 618 | 9,598 | 16.9% | 56,841 | 760 | 142 |
| SH_P | $28 | 3,715 | 9.1% | 3,139 | 7.6% | 41,045 | 519 | 6,854 | 16.7% | 41,045 | 657 | 138 |
| SH_OP | $25 | 3,772 | 9.6% | 3,081 | 7.8% | 39,497 | 526 | 6,853 | 17.4% | 39,497 | 675 | 149 |

*Source: CRA Analysis*

Commission policy requires sensitivity analyses showing the horizontal analyses with prices ten percent above and below base case prices. The sensitivity analyses for both EC and AEC products are included in Exhibit J-6 and similarly show no screen failures. In all cases for both AEC and EC, the market is unconcentrated, with the highest HHI for AEC at 480 (Summer Off-Peak, minus 10 percent) and 809 for EC (Winter Super Peak, plus 10 percent).

**Q. PLEASE DESCRIBE YOUR REVIEW OF THE EFFECT ON COMPETITION IN SPP ANCILLARY SERVICES MARKETS.**

**A.** SPP jointly optimizes ancillary services markets for regulation and contingency reserves with the real-time energy market. As such, SPP's ancillary service markets are affected by competitive conditions in the energy markets. However, unlike energy markets, the

Commission has not specified a particular framework for analyzing the effect on competition in ancillary services markets. This partly is because data equivalent to that used in analyzing energy markets usually is not available. A useful starting point for regulation and contingency reserves is to look at the effect of a transaction on competition in energy markets, which the Commission has accepted in a number of Section 203 proceedings as indicative of competitive effects on ancillary services markets.[12] As discussed above, our analysis indicates that the transaction will not adversely affect competition in the energy market, which is unconcentrated.

In the State of the Market Report Summer 2015, the SPP Market Monitor notes that, since September 24, 2014, zonal limits for ancillary services were removed as these particular limits were no longer needed to ensure deliverability of operating reserves; thus, all zones have identical prices beyond September 2014.[13] This indicates that, like the energy market, ancillary services markets are comprised of sellers throughout the SPP footprint, which is unconcentrated. A review of KCP&L, GMO, and Westar's Electric Quarterly Report ("EQR") filings show that they participate in the regulation, spinning reserves, and supplemental reserves markets in SPP and, by utility, account for 3 percent, 4 percent, and 11 percent of total sales respectively.[14] Based on all of the above, we conclude that the proposed transaction should have no negative impact on the ancillary services market in SPP, as that market has no significant locational constraints, is unconcentrated, faces no particular barriers to entry, and is open to competition by generators across the SPP footprint.

**Q. PLEASE DESCRIBE YOUR REVIEW OF THE EFFECT ON COMPETITION IN SPP RESOURCE ADEQUACY CONSTRUCTS.**

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12 *See, e.g., FirstEnergy Corp. Allegheny Energy, Inc.*, 133 FERC ¶ 61,222, accepting applicants' argument that generally unconcentrated nature of the PJM energy market indicated a lack of competitive concern in ancillary series markets. The Commission has also found that energy-related ancillary services such as imbalance energy and operating reserves can be sold pursuant to the general market-based rates tariff. *Third-Party Provision of Ancillary Services; Accounting and Financial Reporting for New Electric Storage Technologies*, Order No. 784, FERC Stats. & Regs. ¶ 31,349 (2013).

13 SPP MMU State of the Market Report Summer 2015 at p. 20.

14 *See* FERC EQR Data for GMO, KCP&L, and Westar; SPP 2014 State of the Market Report, p. 66-68. CRA analysis for these numbers is provided in Workpapers section CRA-04.7, CRA-04.8.

**A.** Each state within SPP has established requirements that the public utilities procure supply sufficient to maintain a specified reserve margin. SPP does not have a FERC-regulated market for capacity, like those found in the eastern ISOs/RTOs and MISO. Because there is no capacity market, market power relating to the purchase and sale of long-term capacity should not be a concern. However, out of an abundance of caution, we have performed an analysis to assess the competitive effect of the proposed transaction across *all* capacity in SPP. To accomplish this, we use the DPT test – usually intended to be focused on energy market issues – to simulate a capacity market-like circumstance when all or nearly all generation capacity is economic. We determined the level and change in the level of market concentration during a period when all or nearly all capacity in SPP is economic (e.g., Summer Super Peak 1). This approach has been accepted by the Commission in previous market power studies.[15] We note, however, that the Commission Staff has requested a more robust analysis of capacity markets in RTOs that have established Commission-jurisdictional capacity markets (ISO-New England, PJM, and MISO in particular), but no such markets exist in SPP.[16]

Taking the above approach, the EC HHI during an extreme instance of Summer SP1 period is 776 and the change in HHI resulting from the proposed merger is 158 points. The results are shown in Table 4**.** Based on these results, we conclude the proposed transaction will not adversely affect competition as it relates to installed capacity in SPP, as shown by observing the DPT screen measures during super peak periods.

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15 The Commission has recognized this metric as a reasonable proxy for capacity in a number of FPA section 203 cases where the applicants participate in Commission-approved capacity markets. See, for example, *Wisconsin Energy Corporation*, 151 FERC ¶ 61,015, at P 39 (April 7, 2015).

16 See, Docket No. EC16-94-000 at p. 3 "Please provide Delivered Price Tests of the capacity product with the destination markets as the RTO-wide market and any relevant submarkets (for all RTOs and submarkets in which generators subject to the Proposed Transactions are located), using generator going forward costs in order to determine which units would respond to a five percent increase in capacity market price". Data Request, June 8, 2016

### Table 4: Economic Capacity in SPP during Extreme Peak Load

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $1,000 | 6,524 | 9.4% | 5,896 | 8.5% | 69,758 | 618 | 12,420 | 17.8% | 69,758 | 776 | 158 |

*Source: CRA Analysis*

Another indicator of the competitiveness of the capacity markets is the region's resource margin. That is, the amount of extra system capacity available in the region after peak load has been met. In a region where the margin is thin, there would be the concern of the potential exercise of market power. In SPP, there has been and continues to be a significant resource margin, ranging from 32 percent to 48 percent from 2008 to 2014, as shown in Table 5.[17]

### Table 5: SPP Resource Margin by Year

| Year | Capacity (MW) | Peak Load (MW) | Resource Margin |
|---|---|---|---|
| 2008 | 49,561 | 36,538 | 36% |
| 2009 | 58,223 | 39,622 | 47% |
| 2010 | 61,570 | 45,373 | 36% |
| 2011 | 63,367 | 47,989 | 32% |
| 2012 | 64,053 | 47,142 | 36% |
| 2013 | 66,668 | 45,256 | 47% |
| 2014 | 67,095 | 45,301 | 48% |

*Source: SPP 2014 State of the Market*

**Q. DOES YOUR ANALYSIS OF VERTICAL MARKET POWER REVEAL ANY COMPETITIVE CONCERNS?**

A. No. Neither applicant controls fuel supplies. Neither owns or controls interstate natural gas pipeline facilities, and neither owns or controls gas distribution systems. Neither of the Applicants owns or controls any physical coal supplies, nor do they control who may access transportation of coal supplies. In short, there should be no market power concerns resulting from ownership or control over upstream product markets.

17 SPP 2014 Annual State of the Market Report at p 23.

The other major potential vertical issue for electric mergers arises from control over electric transmission. Here, the Applicants do directly own electric transmission facilities. However, Commission precedent is to regard control of transmission facilities by an RTO, and related market power monitoring and mitigation, as sufficient to quiet vertical market power concerns. In the case of the Applicants, their transmission facilities are under control of SPP subject to the terms of a Commission-approved Open Access Transmission Tariff ("OATT").

In the past, the Commission has expressed a potential concern that merging entities may control potential generation sites and use that control to block entry. SPP is a large market and the few sites that Applicants control are not essential facilities needed for entry by rivals.

**Q. PLEASE SUMMARILY DESCRIBE THE APPLICANTS' GENERATING ASSETS AND WHERE THEY ARE LOCATED, INCLUDING LONG-TERM TRANSACTIONS THE APPLICANTS ARE A PARTY TO.**

A. As shown in Exhibit J-4, GPE modeled generation includes a total of 6,573 MW. This consists of 3,601 MW of coal-fired capacity, 1,805 MW of gas-fired capacity (primarily gas turbines), 149 MW of wind, 461 MWs of oil-fired capacity, and 552 MW of nuclear. In addition, GPE has long-term contracts to purchase 1,006 MW of power from generators owned by other entities. GPE has arrangements to sell 52 MW of power to other utilities. These contracts are listed in Exhibit J-4, also. Furthermore, the Crossroads generation facility, owned by GPE, is a 308 MW gas-fired peaking plant located in Mississippi.[18] Crossroads is physically interconnected to the MISO system; however, the facility is pseudo-tied and thus dedicated to the SPP market; GPE has long-term firm transmission service arrangements to import energy from the generator into SPP.

Westar's modeled generation is shown on Exhibit J-5. Its 6,301 MW of generation consists of 3,236 MW of coal-fired 2,290 MW of gas-fired capacity, 74 MW of oil-fired

[18] The Crossroads capacity is included in GPE's total generation figures included above. Total summer rating for Crossroads is 308 MW.

capacity, 149 MW of wind, and 552 MW of nuclear. In addition, Westar has long-term contracts that, by the end of the study period, will include the purchase of 1,870 MW from both generator-specific sources and several generic counterparties. Westar also has arrangements to sell 897 MW of power to other utilities. These contracts are listed in Exhibit J-5.[19]

## FRAMEWORK FOR THE ANALYSIS

Q. **WHAT ARE THE GENERAL MARKET POWER ISSUES RAISED BY MERGER PROPOSALS?**

A. Market power is the ability of a firm to profitably maintain prices above competitive levels for a significant period of time. Market power analysis of a merger proposal examines whether the merger would cause a material increase in the merging firms' market power or a significant reduction in the competitiveness of relevant markets. The focus is on the effects of the merger, which means that the merger analysis examines those business areas in which the merging firms are competitors. This is referred to as horizontal market power assessment. In most instances, a merger will not affect competition in markets in which the merging firms do not compete. In the context of the proposed merger, therefore, the focus is properly on those markets in which GPE and Westar are actual or (under some circumstances) potential competitors. The analysis is intended to measure the adverse impact, if any, of the elimination of a competitor as a result of the combination.

Potential vertical market effects of the merger relate to the merging firms' ability and incentives to use their market position over a product or service to affect competition in a related business or market. For example, vertical effects could result if the merger of two electric utilities created an opportunity and incentive to operate transmission in a manner that created market power for the generation activity of the merged company that did not exist previously. The Commission has identified market power as also potentially arising from dominant control over potential generation sites or over fuels supplies and delivery

[19] All generation capacities listed in this answer are "net summer interest."

systems. Such control could undercut the presumption that long-run generation markets are competitive.

**Q. WHAT ARE THE MAIN ELEMENTS IN DEVELOPING AN ANALYSIS OF MARKET POWER?**

A. Understanding the competitive impact of a merger requires defining the relevant market (or markets) in which the merging firms participate. Participants in a relevant market include all suppliers, and in some instances potential suppliers, who can compete to supply the products produced by the merging parties and whose ability to do so diminishes the ability of the merging parties to increase prices. Hence, determining the scope of a market is fundamentally an analysis of the potential for competitors to respond to an attempted price increase. Typically, markets are defined in two dimensions: geographic and product. Thus, the relevant market is composed of companies that can supply a given product (or its close substitute) to customers in a given geographic area.

***Horizontal Market Power Issues***

**Q. HOW HAS THE COMMISSION TYPICALLY EXAMINED PROPOSED MERGERS INVOLVING ELECTRIC UTILITIES?**

A. In December 1996, the Commission issued Order No. 592,[20] the "Merger Policy Statement," which provides a detailed analytic framework for assessing the horizontal market power arising from electric utility mergers. This analytic framework is organized around a market concentration analysis. The Commission adopted the approach employed by DOJ/FTC, described in their *Horizontal Merger Guidelines,* of measuring market concentration levels by the HHI as its principal screen for merger-related market power.[21]

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20 Order No. 592, FERC Stats and Regs. ¶ 31,044 (1996).

21 In 2010, subsequent to the issuance of the Merger Policy Statement, DOJ/FTC revised the *Horizontal Merger Guidelines* to increase the thresholds that they use to evaluate the competitive effects of a merger. The Commission, however, has declined to follow suit and continues to use the previously-applied thresholds. *Analysis of Horizontal Market Power under the Federal Power Act,* 138 FERC ¶ 61,109. 2012. Order Reaffirming Commission Policy and Terminating Proceeding.

To determine whether a proposed merger requires further investigation because of a potential for a significant anti-competitive impact, the analysis considers the level of the HHI after the merger (the post-merger HHI) and the change in the HHI that results from the combination of the market shares of the merging entities. Markets with a post-merger HHI of less than 1,000 are considered "unconcentrated." The Commission generally considers mergers in such markets to have no anti-competitive impact. Markets with post-merger HHIs of 1,000 to 1,800 are considered "moderately concentrated." In those markets, mergers that result in an HHI change of 100 points or fewer are considered unlikely to have anti-competitive effects. Finally, post-merger HHIs of more than 1800 are considered to indicate "highly concentrated" markets. The Commission's Merger Policy Statement suggests that in these markets, mergers that increase the HHI by 50 points or fewer are unlikely to have a significant anti-competitive impact, while mergers that increase the HHI by more than 100 points are considered likely to reduce market competitiveness.

On November 15, 2000, the Commission issued its *Revised Filing Requirements Under Part 33 of the Commission's Regulations*,[22] which affirmed the screening approach to mergers consistent with the Appendix A analysis set forth in the Merger Policy Statement, and codified the need to file a screen analysis and the exceptions therefrom.

Appendix A of the Merger Policy Statement, the Competitive Analysis Screen, specifies a "delivered price" screening test, referred to as the DPT herein, to measure EC, defined as energy that can be delivered into a destination market at a delivered cost less than 105 percent of the destination market price. The DPT screening test also provides for an analysis of AEC, defined as energy over and above that required to meet native load and other long-term obligations that meets the cost criterion in the destination market. If a proposed merger raises no market power concerns (*i.e.*, passes the Appendix A screen), the inquiry generally is terminated.

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22 Order No. 642, Final Rule in Docket No. RM98-4-000, 18 CFR Part 33, 93 FERC ¶ 61,164 (2000) ("Revised Filing Requirements").

The DPT is intended to be a conservative screen to determine whether further analysis of market power is necessary. If the Appendix A analysis shows that a company will not be able to exercise market power in the destination markets where their generation resides, it generally follows that the applicants will not have market power in more broadly defined and more geographically remote markets. The screen is the first step in determining whether there is a need for further investigation. If the screening test is not passed, leaving open the issue of whether the merger will create market power, the Commission invites applicants to propose mitigation remedies targeted to reduce potential anti-competitive effects to safe harbor levels. In the alternative, the Commission will undertake a proceeding to determine whether unmitigated market power concerns mean that the merger is contrary to the public interest.

**Q. WHAT PRODUCTS HAS THE COMMISSION GENERALLY CONSIDERED?**

A. The Commission generally has been concerned with three relevant product markets: non-firm energy, short-term capacity (firm energy) and long-term capacity. Both EC and AEC[23] are used as measures of energy. Additionally, where relevant and where requisite information is available, the Commission requires analysis of impacts on ancillary services and capacity markets. For the most part, competitive conditions in ancillary services markets will correlate to conditions in energy markets.[24] Competitive conditions in the energy market in peak periods closely correlate with conditions in capacity markets.

Under the EC and AEC measures, energy production capability that is attributed to a market participant is defined as that capacity that is controlled by the market participant that can reach the destination market, taking transmission constraints and costs into account, at a variable cost no higher than 105 percent of the destination market price. As

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23 As we noted in the Summary of Conclusions and discuss in more detail below, AEC is the relevant measure in the context of non-restructured markets such as those in most of the SPP, states such as Kansas and Missouri.

24 The Commission has found that energy-related ancillary services such as imbalance energy and operating reserves can be sold pursuant to the general market-based rates tariff. *Third-Party Provision of Ancillary Services; Accounting and Financial Reporting for New Electric Storage Technologies*, Order No. 784, FERC Stats. & Regs. ¶ 31,349 (2013).

described above, the two measures differ as to the treatment of capacity used to meet native load requirements.

The Commission has determined that long-term capacity markets are presumed to be competitive, unless special factors exist that limit the ability of new generation to be sited or receive fuel.

Order No. 642 directs applicants to analyze relevant ancillary services markets (specifically, reserves and imbalance energy) "when the necessary data are available."[25] In the relevant geographic market, SPP, there are formalized ancillary services markets for some products, and we address these markets to the limited extent to which data are available.

**Q. HOW HAS THE COMMISSION ANALYZED GEOGRAPHIC MARKETS?**

A. Traditionally, the Commission has defined the relevant geographic markets as centered on the areas where applicants own generation and on the BAAs directly interconnected with the applicants' generation. Both Order No. 592 and the Revised Filing Requirements continue to define the relevant geographic market in terms of destination markets.[26] Further, in a merger context, the Commission considers as potential additional destination markets other utilities that historically have been customers of the applicants.

Destination markets typically are defined as individual BAAs (previously, control areas). However, the Commission's practice has been to aggregate customers that have the same supply alternatives into a single destination market and RTOs and ISOs generally are default markets where applicable.[27] The Commission's indicative screens for purposes of

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25 Order No. 642 at 31,884.

26 18 C.F.R. 33.3(c)(2) (2010) (providing that the Competitive Analysis Screen must "identify each wholesale power sales customer or set of customers (destination market) affected by the proposed transaction. Affected customers are, at a minimum, those entities directly interconnected to any of the merging entities and entities that have purchased electricity at wholesale from any of the merging entities during the two years prior to the date of the application)"

27 Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,890-1 (2000), citing *Atlantic City Elec. Co.*, 80 FERC ¶ 61,126 (1997); *Consolidated Edison, Inc.*, 91 FERC ¶ 61,225 (2000). To the extent there are internal transmission constraints within these markets, the Commission has considered smaller markets within these single control areas as potentially relevant.

determining eligibility to obtain authorization to sell at market-based rates also use BAAs or RTOs/ISOs as default geographic markets.[28] In cases where material transmission constraints exist within an RTO/ISO, resulting in frequent and significant price separation on the two sides of the constraint(s) the Commission also has considered submarkets as separate geographic markets.[29]

**Q. WHAT GEOGRAPHIC MARKETS DID YOU ANALYZE?**

A. As noted previously, Applicants compete almost solely within the SPP BAA. Because the Commission has not designated any areas within SPP as markets requiring an analysis of smaller areas, the SPP market is the market we have analyzed.

**Q. IS THERE A NEED TO ANALYZE ANY SUBMARKETS WITHIN SPP?**

A. No. The Commission has never found the need to analyze any submarkets within SPP for the purposes of either section 203 of the Federal Power Act ("FPA") or MBR market power studies. Moreover, the circumstances in SPP that have resulted in a lack of submarkets persist and, if anything, the justification for maintaining SPP as a single destination market may be getting stronger. SPP has very little congestion and sees little price separation across the SPP footprint. What congestion occurs tends to be in the western edge of the SPP footprint – western Kansas, western Oklahoma, and the Texas panhandle – far from the service territories of the Applicants.[30] Furthermore, there is reason to expect that congestion in this area will be eased by transmission upgrades completed in 2015 and scheduled to be completed between 2016-2018 (additional upgrades will also be completed in 2019 and 2020).[31] To the extent that there is price separation within SPP, the SPP Market Monitoring Unit explains that "the areas seeing the highest congestion, thus the highest average prices, include the Texas panhandle, western Oklahoma, western Kansas, and to a lesser extent, northern North Dakota" and

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28 *Order No. 697* at P 231.

29 *Id.* at P 246 (citing to a number of Commission decisions involving electric utility mergers).

30 *See* SPP Quarterly State of the Market Report, Winter 2016 at p. 26.

31 *See* SPP Quarterly State of the Market Report, Summer 2015 at p. 28.

that "[l]ower prices are more prevalent in the north due to less expensive generation in the area, and the west-central part of the footprint due to abundant low-cost wind generation in that area."[32] We note that none of Applicants' resources are located in any of those areas. Our view is that the Commission has been right to decline to identify any submarkets in SPP, and that there is a very low likelihood that there would be a need for any SPP submarkets to be identified in the near future.

***Vertical Market Power Issues***

**Q. WHAT ARE THE POTENTIALLY RELEVANT VERTICAL MARKET POWER ISSUES?**

A. In the Revised Filing Requirements, the Commission set out several vertical issues potentially arising from mergers with input suppliers. The principal issue identified is whether the merger may create or enhance the ability of the merged firms to exercise market power in downstream electricity markets by reason of their control over the supply of inputs used by rival producers of electricity. Three potential abuses have been identified: the upstream firm has the ability to raise rivals' costs or foreclose them from the market in order to increase prices received by the downstream affiliate; the upstream firm has the ability to facilitate collusion among downstream firms; or transactions between vertical affiliates could be used to frustrate regulatory oversight of the cost/price relationship of prices charged by the downstream electricity supplier.[33] The downstream products to be analyzed in a vertical analysis are the same as in the horizontal analysis.

With respect to the vertical analysis, the Commission defines the downstream geographic and product markets in the same manner as in the horizontal analysis.[34] For upstream markets, the relevant geographic market has not been defined by the Commission. In concept, it should include the area in which suppliers to generators competing in the downstream market are located.

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32 SPP Quarterly State of the Market Report, Winter 2016 at p. 6.

33 While Order No. 642 identifies these three types of effects, the third is more properly an effect on rates and regulation.

34 Order No. 642 at 31,909 and 18 CFR §33.4(c)(3).

**Q. HOW DOES THE FRAMEWORK FOR ASSESSING VERTICAL MARKET POWER DIFFER FROM THE HORIZONTAL ANALYSIS FRAMEWORK?**

A. For the vertical market power screen, the Commission's focus is on the structural competitiveness of downstream and upstream product markets, as measured by HHIs. The main difference from the horizontal analysis is that in the vertical analysis, the focus is not on the change in HHIs resulting from the merger, but on the structure of those upstream and downstream product markets in geographic markets in which one or both merging parties sells upstream products and in which the other or both merging parties sells downstream products.[35]

**Q. WHAT ARE THE VERTICAL MARKET POWER ISSUES THAT THE COMMISSION HAS FOUND REQUIRE INVESTIGATION IN THE CONTEXT OF MERGERS BETWEEN ELECTRIC UTILITIES AND GAS TRANSPORTATION PROVIDERS?**

A. The Commission has expressed its concern, in decisions addressing "convergence mergers" between electric utilities and natural gas pipelines and in Order No. 642, that vertical mergers "may create or enhance the incentive and/or ability for the merged firm to adversely affect prices and output in the downstream electricity market and to discourage entry by new generators."[36]

In addition to the three generic areas of vertical concern noted above, the Commission also has expressed concerns that (a) convergence mergers involving an upstream gas supplier serving the downstream merger partner, as well as competitors of that partner, could result in preferential terms of service; and (b) a pipeline serving electric generation could provide commercially valuable information to newly affiliated electricity generating or marketing operations.

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[35] The vertical market power test is thus quite unrelated to the effects of a merger because neither the Applicants' shares nor the change in HHIs arising from the merger is relevant to the test, unless the merger were to raise the concentration in the upstream or downstream market to 1,800 or over.

[36] Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,904 (2000).

Finally, the Commission also has expressed the concern that an entity that controls electric transmission could use that control to favor its own generation.

**Q. WHAT VERTICAL ISSUES ARE RAISED IN THIS MERGER WITH RESPECT TO CONTROL OF FUEL SUPPLIES?**

A. Neither of the Applicants owns or controls fuels supplies or any interstate natural gas pipeline facilities. Consequently, the transaction does not involve the type of "convergence" merger between electric utilities and interstate natural gas pipelines that formed the primary concern raised by the Commission when considering the combination of electric generation and interstate natural gas pipeline facilities. Additionally, neither Applicant owns natural gas local distribution facilities.

Neither of the Applicants owns or controls any physical coal supplies, nor do they control who may access transportation of coal supplies. Westar owns and leases railcars dedicated to its own use, as does KCP&L and GMO. However, there is no basis to support a challenge to the Commission's rebuttable presumption that ownership or control of fuel supplies does not allow a seller to raise barriers to entry.[37]

**Q. WHAT VERTICAL MARKET POWER CONCERNS ARE RAISED WITH RESPECT TO ELECTRIC TRANSMISSION FACILITIES?**

A. With respect to assessing the impact of ownership of electric transmission facilities, the Commission in the past has focused on the extent to which the transmission owner provides open-access transmission or has transferred operational control over its transmission facilities to an ISO or an RTO. Per Order No. 697, the Commission has determined that transmission owning utilities whose facilities provide service pursuant to the terms of a Commission-approved OATT are presumed to have mitigated any vertical market power related to such ownership.[38] The transmission facilities owned or

[37] *Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, Order No. 697, FERC Stats. & Regs. ¶ 31,252, at P 22.

[38] "The Commission will adopt the NOPR proposal that, to the extent that a public utility with MBR authorization, or any of its affiliates, owns, operates, or controls transmission facilities, the Commission will require that a Commission-approved OATT be on file before granting such seller MBR authorization." *Market-Based Rates*

controlled by the Applicants and their affiliates (including those of Transource, GPE's competitive transmission joint venture with American Electric Power ("AEP"), and Prairie Wind, a joint venture formed by Westar Energy and Electric Transmission America ("ETA") – itself a joint venture of subsidiaries of AEP and Berkshire Hathaway Energy) are under the functional control of SPP and, with the exception of several minor grandfathered agreements, service over those facilities is provided subject to a Commission-approved OATT. Therefore, based on Commission policy and precedent, the transaction raises no transmission-related vertical market power issues.

**Q. DO APPLICANTS HAVE THE ABILITY TO FORECLOSE ENTRY BY REASONS OF THEIR CONTROL OF POTENTIAL GENERATION SITES?**

A, No. Neither Westar nor GPE own or control generation sites that would constitute a barrier to entry for other generation developers. The Applicants may own or control sites where they intend to develop generation either at sites of existing generator facilities or at other locations in SPP. However, SPP covers a large geographic footprint with many possible generation sites; therefore, such ownership or control could not be used to impose a barrier to entry for competing generation developers.[39]

## DESCRIPTION OF METHODOLOGY

***The Delivered Price Test and Model Architecture***

**Q. PLEASE BRIEFLY SUMMARIZE THE METHODOLOGY THAT YOU USED TO ANALYZE THE COMPETITIVE EFFECTS OF THE MERGER.**

A. To analyze the effects of the proposed transaction on horizontal competition we used a DPT analysis, as described in Appendix A of Order 592, the Commission's Merger

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*for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, Order No. 697, FERC Stats. & Regs. ¶ 31,252, at P 408.

39 See *Kansas City Power & Light Company Triennial Market-Based Rates Update*, Docket Nos. ER10-2074 and ER10-2097 et al. at p. 8 (June 30, 2015), *Westar Triennial Market-Based Rates Update*, Docket ER12-2124 et al. at p. 5 (June 29, 2015). The Applicants have made affirmative statement included in their submissions that they have not erected barriers to entry and will not erect barriers to entry.

Policy Statement,[40] Order No. 642, Revised Filing Requirements under Part 33 of the Commission's Regulations[41] and Section 33.3 of the Commission's Regulations.[42] The particulars of the proprietary DPT model we used, the CRA Merger Model, are described fully in the Workpapers. The Workpapers also include the sources and methodology for processing the data required to conduct the DPT.

**Q. PLEASE DESCRIBE IN MORE DETAIL THE DELIVERED PRICE TEST.**

A. At its core, the DPT methodology relies on a determination of individual destination markets, the competitive price in each destination market, and an assessment of whether generation is economic in the destination market during any given period. Such resources are those that are located in the destination market or can be delivered to it at a price – considering transmission constraints and transport prices – that is not more than 105 percent of the competitive market price in the destination market. The tests for market concentration, including HHI and market shares, and transaction-induced changes in concentration are then performed on the subset of generation that is found to be economic.

The DPT takes two approaches to determining which generation capacity is economic. The first, EC, takes into account all generation that can be delivered to the destination market at a price not more than 105 percent of the competitive price in that market. EC does not include adjustments for retail load. The second, AEC, does include adjustments for retail load. AEC is calculated as EC less any generation capacity that is needed to meet obligations to serve retail load.

Due to transmission constraints and costs, not all generation capacity that is modeled in a DPT can be delivered to the destination market at all times. To determine what generation capacity can be delivered, DPTs can incorporate transmission prices,

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40 Inquiry Concerning the Commission's Merger Policy Under the Federal Power Act: Policy Statement, Order No. 592, 77 FERC ¶ 61,263 (1996).

41 Revised Filing Requirements Under Part 33 of the Commission's Regulations, Final Rule in Docket No RM98-4-000, Order No. 642, 93 FERC ¶ 61,164 (2000).

42 18 C.F.R. § 33.3.

transmission losses, and transfer limitations. When considering which generation resources are economic in the destination market for each time period, the DPT algorithm checks whether generation can be delivered to the destination market at 105 percent of the competitive price taking into account not only generator variable costs (i.e., fuel, variable O&M), but also transmission prices, losses, and limits.

Based on the determination of which supply resources are economic during a given period, HHI values and transaction-induced HHI changes are computed. This is done for each market, season, and load level combination. These measures are calculated for both EC and AEC, and are then compared against safe harbor thresholds – thresholds that allow a presumption of lack of market power – as established in the Commission's *Merger Guidelines*. Per the *Merger Guidelines*, a safe harbor exists if the post-transaction HHI is less than 1,000, if the post-transaction HHI is between 1,000 and 1,800 and the transaction-induced change in HHI is less than 100, or if the post transaction HHI is greater than 1,800 and the transaction induced change in HHI is not more than 50.[43]

**Q. PLEASE DESCRIBE THE BASIC MODEL ARCHITECTURE YOU USED IN ANALYZING THIS MERGER.**

A. We used the proprietary CRA Merger Model to perform the analysis. This model was conceived to produce market power assessment analysis consistent with current FERC regulations outlined in FERC Order Nos. 592, 642, 697, and 816. It is a linear programming model developed specifically to perform the calculations required in undertaking the DPT in support of filings before the Commission. As designed, the model included each potential market as a distinct "node" or area that is connected via a transportation (or "pipes") representation of the transmission network. Each link in the network had its own non-simultaneous limit and cost. Potential suppliers are allowed to use all economically and physically feasible links or paths to reach the destination market. In instances where more generation meets the economic element of the DPT

[43] Under the Merger Guidelines, an HHI that is less than 1,000 is said to denote an "unconcentrated market", an HHI between 1,000 and 1,800 is said to denote a "moderately concentrated" market and an HHI that exceeds 1,800 is said to denote a "highly concentrated" market.

(*e.g.*, 105 percent of the market price) than can actually be delivered on the transmission network, transmission capacity is allocated *pro rata* based on the relative amount of economic or available economic generation that each party controls at a constrained interface.

***Analysis Period***

**Q. WHAT TIME PERIODS/LOAD CONDITIONS DID YOU ANALYZE?**

A. DPT analyses are intended to test market concentration under a range of system supply and demand conditions. To accomplish this, the DPT model assesses EC and Available EC, and the associated HHI calculations, for a number of seasons and load levels during each season. The Commission's precedent is that there should be a total of ten different time periods examined, four Summer load levels, three Winter load levels, and three load levels for the combined Spring and Fall periods, otherwise called "Shoulder."[44] Accordingly, we examined ten time periods/load conditions in the context of the DPT. We used these ten time periods for both the EC and AEC analyses. While the taxonomy is largely dictated by Commission policy and precedent, it is useful to recall that the origin of the DPT time periods is to provide snapshots that reflect a broad range of system conditions. We evaluated hourly load data to aggregate similar hours. We defined periods within three seasons (Summer, Winter, and Shoulder) to reflect the differences in unit availability, load and transmission capacity. Hours were first separated into seasons to reflect differences in generating availability and then further differentiated by load levels during each season.[45] For each season, hours were

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[44] *AEP Power Marketing, Inc. et al.*, 107 FERC ¶ 61,018 (2004).

[45] Appendix A requires applicants to evaluate the merger's impact on competition under different system conditions. For example, aggregating summer peak and shoulder peak conditions may mask important differences in unit availability and, therefore, a merger could potentially affect competition differently in these seasons. Thus, applicants are directed to evaluate enough sufficiently different conditions to show the merger's impact across a range of system conditions. On the other hand, the DOJ/FTC *Horizontal Merger Guidelines* discuss the ability to "sustain" a price increase, and a finding that a structural test (like the HHI statistic) violates the safe harbor for some small subset of hours during the year may not be indicative of any market power problems.

segmented into peak and off-peak periods.[46] The periods evaluated (and the designations used to refer to these periods) are:

**SUMMER** (June-July-August)

| | |
|---|---|
| Super Peak 1 (S_SP1): | Top one percent of peak load hours |
| Super Peak 2 (S_SP2): | Top ten percent of peak load hours |
| Peak (S_P): | Remaining peak load hours |
| Off-peak (S_OP): | All off-peak load hours |

**WINTER** (December-January-February)

| | |
|---|---|
| Super Peak (W_SP): | Top ten percent of peak load hours |
| Peak (W_P): | Remaining peak load hours |
| Off-peak (W_OP): | All off-peak load hours |

**SHOULDER** (March-April-May-September-October-November)

| | |
|---|---|
| Super Peak (SH_SP): | Top ten percent of peak load hours |
| Peak (SH_P): | Remaining peak load hours |
| Off-peak (SH_OP): | All off-peak load hours |

**Q. WHAT YEAR DID YOUR ANALYSIS COVER?**

A. The purpose of market power analyses to support proposed mergers is to examine the competitive effects resulting from the transaction in the future, after the transaction takes place. As such, it is appropriate for the DPT analysis in support of this kind of transaction to use a forward-looking Study Year.[47] Here, we use a Study Year beginning December 1, 2016 and extending through November 30, 2017, consistent with the Commission's required methodology.[48] We refer to this as the 2016/17 Study Year. This period was selected because the merger is expected to be finalized before second half of 2017, and the December to November time span is consistent with the Commission's requirements

46 On-peak hours are defined as the weekday hours between and including hour ending 7 through hour ending 22. Off-peak hours are the hours between and including hour ending 23 and hour ending 6 of weekdays, and all weekend hours. We assumed NERC holidays were off-peak hours regardless of what day they fell on.

47 Order No. 642 at 31,887.

48 *See, e.g.*, Order 697-A at Appendix D.

for Study Years used for indicative screen and DPT analyses provided to support MBR authorization.

**Q. HOW HAVE YOU ADJUSTED HISTORICAL DATA FOR A FUTURE STUDY YEAR?**

A. Though our analysis approximates 2017 market conditions, the primary source of data on generation and transmission is current and recent historical data. Where appropriate, we adjusted relevant data to approximate expected 2017 conditions. Different methodologies were used for adjusting different DPT model inputs, including those for fuel costs, market clearing prices, and loads. The exact approaches we took for each variable are described in more detail in the Workpapers.[49] We also reflected generator additions and retirements in SPP expected to occur in the relevant time frame, as described later in our testimony.

***Competitive Price Levels***

Q. **WHAT COMPETITIVE PRICE LEVELS DID YOU ANALYZE?**

A. We evaluated conditions assuming destination market prices ranging from prices in the Off-Peak periods in which only baseload generation is economic to high prices in the highest Summer Super Peak period during which all but the most expensive generation is economic. In Order No. 642, the Commission indicated that sub-periods within a season should be determined by load levels rather than by time periods. As discussed below, we analyzed each market at prices that range from the levels that would apply at the lowest load levels to those consistent with the highest load levels.

We started with two years of historic "reference" prices from December 2012 through November 2014 and found the average price for each of the ten time periods over this time period. Next we adjusted market clearing prices to reflect forecasted system conditions during the Study Year. Gas prices are assumed to be the marginal fuel during on-peak periods, while coal and gas prices are assumed split evenly time as the marginal

[49] *See, e.g.*, Workpapers section CRA-06.1, CRA-02.1, CRA-04.1.

fuel during off-peak periods. In addition, we conducted price sensitivity analyses around these base case prices, evaluating ten percent higher and lower prices.[50] Both the base case and price sensitivity tests show no screen failures in any season/load levels for AEC or EC.

***Transmission and System Topology***

**Q. WHAT DESTINATION MARKETS DID YOU CONSIDER?**

A. The destination markets that are used for DPT analyses depend on the nature of the specific transaction. For a proposed merger, those destination markets are likely to include the BAAs or RTO footprints where the merging parties own electric generating capacity and, as appropriate, directly interconnected BAAs plus others where the merging parties have made significant sales in the past or where there otherwise might be important competitive overlaps For this merger, the BAA in which Applicants primarily compete is SPP. The Applicants also make sales into several neighboring markets, specifically MISO, PJM, and to AECI. However, our analysis also indicated that sales from the Applicants into these first tier markets were *de minimis* relative to total volumes transacted in those markets. As such, we did not separately analyze the effects on any neighboring markets.

**Q. HOW DID YOU TREAT TRANSMISSION CAPACITY AND SPP SYSTEM TOPOLOGY FOR THE DPT ANALYSIS?**

A. For our analysis in support of the proposed transaction, intra-SPP transmission was not explicitly modeled. This decision follows from the fact that SPP was considered the destination market, and there were no constraints creating submarkets within SPP that would have required the modeling of intra-SPP transmission constraints. Regarding constraints for imports into SPP, the Informational Filing of 2015 SIL Study for SPP[51]

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50 These sensitivity analyses results are provided in Exhibit J-6.

51 https://www.spp.org/documents/29040/2015-06-30_informational%20filing%20of%202015%20sil%20study%20for%20spp%20region_ad10-2.pdf

shows very little import capacity into SPP, and we conservatively assume no imports into SPP other than from firm rights from Applicants and other large sellers in SPP. [52]

***Generation and Long-Term Purchases and Sales***

**Q. WHAT PLANNED GENERATION RETIREMENTS AND ADDITIONS DO YOU REFLECT FOR APPLICANTS?**

A. GPE retired Montrose Unit 1 in April 2016. Greenwood Photovoltaic ("Greenwood PV"), owned by GPE, began operating in June 2016. Westar has no planned generation additions or retirements during the study period, though there are three generating units, from which Westar has PPAs to buy, that will come online during the study period. These units are considered in our modeling. Similarly, KCP&L and GMO also have PPAs that will become effective during the study period. Furthermore, based on data from Energy Velocity, there are a number of other plants in the SPP footprint that are represented in the historical data but are planned for retirement before or during the Study Year.[53] There are also plants that have scheduled in-service dates during the Study Year. All retiring and new-build units, both for the Applicants and other SPP market participants, are considered in our analysis. Specifically, any units that are scheduled for retirement prior to June 30, 2017 are excluded from our DPT analysis. Similarly, any units that are scheduled to come online prior to June 30, 2017 are considered operational for the entire Study Year. Any units coming online or retiring after June 30, 2017 do not have their status changes included in our analyses.[54]

**Q. HOW DO YOU ACCOUNT FOR LONG-TERM PURCHASES AND SALES?**

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52 This group of sellers includes AEP West (SWEPCO and Public Service of Oklahoma), NextEra, OGE, and Xcel (Southwestern Public Service). NextEra is included in this group because its aggregate contractual sales are large. This group excludes some large sellers of energy, by volume, in SPP, including several municipal power authorities and cooperatives. These municipals and co-ops were excluded analyses that included this list of large sellers because they are not required to make as much data publically available – particularly what is filed in EQRs and MBR triennial updates – because they do not have obligations as entities with Market Based Rate authorization.

53 The Applicants also confirmed planned new builds and retirements specific to their portfolios.

54 Workpapers section CRA-05.2.

A. In the context of long-term contracts, when performing DPT analyses, the Commission is supportive of assigning control of generation to the contractual party with dispatch rights.[55] Put another way, the Commission's approved procedures for market power analysis have found it appropriate to assume that contracted generation should be considered to have its control transferred from the seller's to the buyer's portfolio. This is particularly true when long-term sales transactions explicitly transfer operational control of generation capacity from one entity to another. Accordingly, in cases where contracts could be considered to convey control of generation capacity, we considered any such generation capacity to be in the Applicants' generation portfolio. We also repeated this step for the three other largest market participants in SPP: AEP (SWEPCO and Public Service of Oklahoma), Oklahoma Gas & Electric ("OGE"), and Xcel (Southwestern Public Service).[56] We also made contract adjustments for NextEra, another important seller in SPP. Contract specifications were developed using recent MBR Triennial filings as the data source.

As shown on Exhibit J-4, GPE has long-term contracts to purchase 1,005.5 MW of power from ten generators owned by other entities. With the exception of Crossroads Energy Center power plant, all plants are located in SPP. However, given that the Crossroads plant is owned and operated by GPE and GPE has firm transmission to deliver its output into SPP, we conservatively modeled Crossroads to be located within the SPP market.

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55 *See* 18 C.F.R. § 33.3(c)(4)(i)(A), stating: Economic capacity means the amount of generating capacity owned or controlled by a potential supplier with variable costs low enough that energy from such capacity could be economically delivered to the destination market. Prior to applying the DPT, the generating capacity meeting this definition must be adjusted by subtracting capacity committed under long-term firm sales contracts and adding capacity acquired under long-term firm purchase contracts (*i.e.*, contracts with a remaining commitment of more than one year). The capacity associated with any such adjustments must be attributed to the party that has authority to decide when generating resources are available for operation. Other generating capacity may also be attributed to another supplier based on operational control criteria as deemed necessary, but the applicant must explain the reasons for doing so. *Id.* Order No 697 provides some further guidance on what constitutes control but accepts that judgments will be necessary and declines to be highly prescriptive.

56 As described above, these are not necessarily the largest market participants by volume in SPP. They are, however, the largest market participants by volume *with* MBR authorization and the incumbent requirements to file triennials and EQR data. In this case, the information found in triennial filings was necessary to identify long-term contract details.

Similarly, as shown in Exhibit J-5, Westar has long term contracts to purchase approximately 1,870 MW from 13 counterparties and ten long-term sales contracts that amount to 897 MW.

***Data Sources***

**Q. WHAT WERE YOUR DATA SOURCES FOR THE DPT ANALYSIS REGARDING GENERATOR CAPACITY AND AVAILABILITY?**

A. The Applicants each provided information detailing the locations of their generation resources and those resources' seasonal ratings. For other utilities, the primary data source used for generation capacities was Energy Velocity. Energy Velocity databases are commercially available and widely-used source for energy industry information, containing generation data such as generator names, owners, seasonal ratings, locations, etc. Where necessary, the Energy Velocity databases were supplemented with data from other publically available sources. For example, AEP triennial FERC filings show two plants that are not present in the Energy Velocity data, so we appended plant data for these plants to the Energy Velocity data.[57] Our Workpapers include a copy of the final generator database that was used for the DPT analyses, including the data used to create the final generator database.[58]

We also make other adjustments to the generation database to reflect changing system and environmental conditions. In addition to accounting for changes in generation capacity, both additions and retirements, we use scheduled and forced outage factors from NERC Generator Availability Data System to "de-rate" units (non-hydroelectric, non-solar, and non-wind) in our DPT analyses per Commission's guidelines.

The Commission has allowed applicants for MBR authorization, in their indicative screen and DPT analyses, to de-rate hydroelectric, wind, and solar generation capacity to reflect resource-dependent output levels based on five-years of historical data.[59] We follow the

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57 *AEP Generation Resources Inc.*, Docket No. ER13-1896-009 (Triennial update filed June 25, 2015)

58 Workpapers section CRA-05.

59 *See, e.g.,* Order No. 816, 153 FERC ¶ 61,065, at PP 100-107.

same procedure and de-rate hydroelectric and wind generators by using five years of historical output data, where available, obtained from Energy Velocity and from the Applicants. We also apply unit-specific de-rate factors where data was available. Otherwise, we applied average de-rate factors for each generation type.[60]

**Q. WHAT WERE YOUR DATA SOURCES FOR THE DPT ANALYSIS REGARDING GENERATOR COSTS, INCLUDING EMISSIONS PERMITS?**

A. To perform a DPT analysis with a forward-looking Study Year, it is necessary to establish price forecast for delivered fuel for each generator during the future study period, as well as projections for any expenses associated with emissions and variable operation and maintenance costs. For natural gas prices, we used data from SNL for monthly natural gas futures. We estimated fuel costs of coal- and oil- fired generation by adjusting Energy Velocity fuel costs of those units by the rate of change between the average 2014 historical prices and the average 2017 futures prices for each commodity. We also relied on Energy Velocity for variable O&M costs. Adjustments for the costs of emissions permits for SO2 and NOx were added to the marginal operating costs of each applicable generator based on emissions rate data from Energy Velocity's databases. Historical SO2 and NOx costs were used, with annual SO2 and NOx costs applied to the marginal generation cost year round.[61] For NOx seasonal permits, we applied the full adder in the summer periods, one third of the adder in the shoulder periods, and no adder during the winter periods.

**Q. WHAT WERE YOUR DATA SOURCES FOR THE DPT ANALYSIS LONG-TERM PURCHASES AND SALES?**

A. Details about long-term contracts are generally not publically available. However, some pertinent information can be gathered from utilities' MBR triennial filings, and additional

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60 Final Rule issued in *Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities,* 119 FERC ¶ 61,295 at P 344 (2007).

61 Generators in different states (with different permit prices) were grouped as follows: SO2 Group1 States are IA, MO; SO2 Group2 States are MN, NE, KS, TX; NOx Seasonal States are IA, MO, TX, OK, AR, LA, MS; NOx Annual States are MN, NE, KS, IA, MO and TX.

data is available on an ad hoc basis from company press releases. We used these two sources, supported by the Applicants with verifications for their transactions, to model long-term purchases and sales for the five largest sellers – those with some publically available data on PPAs – in SPP: AEP, Xcel, OGE, Westar, and GPE. We also modeled NextEra's PPA transactions, which are significant in the SPP region.

**Q. WHAT WERE YOUR DATA SOURCES FOR THE DPT ANALYSIS REGARDING MARKET CLEARING PRICES?**

A. Market clearing price data for our DPT analysis came from FERC Form 714 data for the time period from December 2012 to November 2014. For 2012/13 (before SPP was a Day 2 RTO) system lambdas[62] were available only on the zonal level and had to be converted to SPP-wide prices, while SPP-wide prices were available for 2014. Historical energy prices were adjusted to reflect forecasted fuel price conditions in the Study Year. Specifically, to account for the fact that gas is the marginal on-peak fuel, on-peak prices were adjusted to reflect the expected changes in gas prices. Similarly, as both coal and gas are on the margin during off-peak hours, off-peak prices were adjusted by the average change in coal and gas prices. More detail regarding how this escalation was done can be found in the Workpapers.[63]

**Q. WHY DID YOU CHOOSE TO USE SYSTEM LAMBDA RATHER THAN LOCATIONAL MARGINAL PRICES FOR YOUR ANALYSIS?**

A. We examined three potential data sources for the assumed market prices in each of the ten season/load periods: SPP system lambdas from FERC Form 714; SPP Locational Marginal Prices ("LMPs"); and FERC EQR transaction price data.

The challenge in modeling SPP based on the last two years of complete data (2013 and 2014) is that SPP did not have the same market structure during this period. SPP's

62 "System lambda is the incremental cost of energy of the marginal unit assuming no system constraints. This metric tracks the trend in marginal fuel costs and is an important metric because fuel costs represent the largest component of wholesale energy costs." FERC Staff Report on RTO Performance Metrics, Docket AD14-15-000.

63 Workpapers section CRA-02.1.

Integrated Marketplace (a FERC Day 2 RTO) was launched on March 1, 2014. Prior to that, the only system-wide market was the SPP EIS market. All other energy transactions were done and priced at the BAA-level. Given that the test year for our DPT is December 2016 through November 2017, with SPP as a fully integrated Day 2 RTO, the study should be based on an RTO price.

The system lambda is reported on FERC Form 714 and is the marginal cost of producing from the next unit in a given hour. System lambda is, in a sense, the system-wide marginal price for each hour. It also has the benefit of being directly tied to the hourly loads, which are used here to establish the ten season/load levels for which we are calculating a price. In addition, the data is complete for the two year time period on which we base the DPT prices.

SPP also publishes LMP data (as do all of the RTOs) for every pricing node in all hours. The LMP is based on three components: the Marginal Energy Component ("MEC"), the Marginal Loss Component ("MLC"), and the Marginal Congestion Component ("MCC"). The LMP is the sum of the three components, each of which can be positive or negative. If there is no congestion on the system, then the MCC will be zero and the LMP will be the same throughout the system (the MEC), other than differences in losses reflected in the MLC. Normally, this would be a valid system-wide price to use for the assumed price in the DPT. However, due to the shift in the market from the EIS market to the Integrated Marketplace in 2014, the hourly MEC did not exist for most of the two-year period being examined.[64]

EQR transaction price data in an RTO can be misleading for the purpose of determining a valid representative price for each of the ten season/load levels in the DPT. The reported prices are *not* LMPs – the essential pricing mechanism of all RTOs – and the market structure of SPP for the 2017 Study Year. For example, many long-term fixed price contracts are reported as sales at the contract price, but are settled at relevant RTO LMPs through contracts for differences or other financial arrangements.

[64] We note that SPP did perform test runs and publish day-ahead test prices from May 29, 2013 until the start of the Integrated Marketplace on March 1, 2014.

Based on these considerations, we used the system lambda, as reported on FERC Form 714, to calculate the price corresponding to the ten season/load levels in the DPT. System lambda effectively represents the system wide clearing price *and* the data is complete for the two year time period on which we base the prices for the DPT analysis. In a different market for a different test year, RTO LMPs or FERC EQRs could be (and have been) the valid basis for the assumed market price in the DPT, but given the specific circumstances of SPP transitioning from one market structure to another during the data years used to derive the price, we conclude that system lambda is the best of the three options.

**Q. WHAT WERE YOUR DATA SOURCES FOR THE DPT ANALYSIS REGARDING LOADS?**

A. To perform a DPT analysis, it is requisite to have hourly load data for the Study Year, which allows for the determination of AEC. We used hourly load data from FERC Form 714, which were then mapped to the different study periods. Load growth was accounted for by escalating all loads by the annual expected peak load growth (1.16 percent) sourced from SPP's 2015 Integrated Transmission Plan.[65]

There were some exceptions to sorting load hours into the ten DPT time periods. To account for holidays, we assumed NERC holidays were off-peak hours regardless of what day they fell on. For time zones, we appropriately shifted any data reported outside of Central Standard Time into that time zone. In some modeling efforts, differing coincident peaks in different zones must be accounted for when sorting hours, though in this case it was not an issue; we determined the mapping to time periods based on SPP aggregate load. This mapping was then applied to individual zonal loads.

**Q. HOW DID YOU TREAT SPINNING AND REGULATING RESERVES IN YOUR MODEL?**

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65 https://www.spp.org/documents/26141/final_2015_itp10_report_bod_approved_012715.pdf (Approved by SPP Board, published January 20, 2015)

**A.** If generation is used to provide spinning and regulating reserves, it cannot also be used to generate electric energy at the same time. In the DPT performed in support of the proposed transaction, we allocated operating reserves pro rata among the entities serving load in SPP based on load obligation. The operating reserve obligations were then modeled in the DPT as long-term sales and must be satisfied from least expensive available generation.

## RESULTS AND CONCLUSION

**Q. PLEASE SUMMARIZE AND INTERPRET YOUR RESULTS.**

A. We conclude that the combination of Westar Energy and Great Plains Energy will not harm competition in any relevant market. There are no failures of the Commission's Competitive Analysis Screen under any scenario and the markets remain unconcentrated

**Q. DID YOU VALIDATE THE DPT MODEL RESULTS AGAINST ACTUAL TRANSACTION DATA?**

A. Per the Commission's regulations, DPT results are expected to be compared with actual historical transaction data from the Applicants for the most recent two years using historical trade data.[66] We used the eight most recent quarters of EQR data (Q2 2014 – Q1 2016) for the Applicants to complete the comparison. To compare EQR data, which is reported on a monthly basis, with DPT results, which represent ten characteristic hours, we scaled both sets of data up to the season, which is the lowest level that both data sets can be mapped to in a way that is comparable.

66 *"Historical trade data.* (i) The applicant must provide data identifying all of the merging entities' wholesale sales and purchases of electric energy for the most recent two years. (ii) The applicant must include the following information for each transition: (A) Type of transaction (such as non-firm, short-term firm, long-term firm, peak, off-peak, etc.); (B) Name of purchaser; (C) Name of seller; (D) Date, duration and time period of the transaction; (E) Quantity of energy purchased or sold; (F) Energy charge per unit; (G) Megawatt hours purchased or sold; (H) Price; and (I) The delivery points used to effect the sale or purchase." 18 CFR 33.3 (d) (11).

The results of the comparison are shown in Table 6. The comparison shows that our DPT analysis reasonably approximates actual wholesale sales by the Applicants, with actual transactions within approximately 40 percent of modeled transactions. They are not exact, but the DPT results demonstrate the correct order of magnitude and relative seasonal variation. Though the DPT results do not perfectly match actual sales, it's important to note that they should not necessarily match for a number of reasons. First, the DPT analysis asks who *could* sell into the destination market at any particular time, while the EQR data shows who *did* sell. Second, the DPT is based on ten characteristic time periods that represent a range of system conditions throughout the year; the DPT does not simulate 8,760 hours of dispatch. As such, the proxy hours should not be expected to perfectly represent the full range of conditions throughout the year when extrapolated out to a full year's data. Finally, precise comparison between DPT results and EQR historical data is complicated by SPP's market structure – as described above – wherein the DPT considers all of the Applicant's generation usage and EQR data has the potential to not include any energy generated but not reported because it was not part of a wholesale transaction.

**Table 6: Comparison of DPT Results to Actual Transaction Data**

| Results Set | Shoulder | Summer | Winter |
|---|---|---|---|
| | GWh of Sales | GWh of Sales | GWh of Sales |
| GPE DPT Results (EC) | 16,691,895 | 9,962,059 | 9,850,162 |
| GPE EQR Transactions (Q2 2015 - Q1 2016) | 13,717,579 | 8,801,445 | 7,769,037 |
| GPE EQR Transactions (Q2 2014 - Q1 2015) | 11,948,758 | 6,828,421 | 7,609,370 |
| | | | |
| Westar DPT Results (EC) | 13,965,433 | 8,998,924 | 8,180,375 |
| Westar EQR Transactions (Q2 2015 - Q1 2016) | 14,972,337 | 9,954,601 | 8,099,724 |
| Westar EQR Transactions (Q2 2014 - Q1 2015) | 15,854,579 | 10,537,840 | 8,522,576 |

**Q. PLEASE SUMMARIZE YOUR RECOMMENDATION.**

A. We recommend that the Commission determine that this merger will not have an adverse effect on competition in markets subject to its jurisdiction.

**Q. DOES THIS COMPLETE YOUR TESTIMONY?**

A. Yes. This completes our testimony.

## EXHIBITS

| | |
|---|---|
| Exhibit J-1 | Testimony |
| Exhibit J-2 | Resume of Dr. David Hunger |
| Exhibit J-3 | Resume of Edo Macan |
| Exhibit J-4 | Great Plains Energy Generation and Contracted Capacity |
| Exhibit J-5 | Westar Energy Generation and Contracted Capacity |
| Exhibit J-6 | Delivered Price Test Sensitivity Cases |

# Exhibit J-2

# Curriculum Vitae of David Hunger

# David Hunger

Vice President

PhD, Economics
University of Oregon

MS, Economics
University of Oregon

BA, Mathematics
University of Massachusetts, Boston

David Hunger is Vice President with the Energy Practice of CRA. Formerly a senior economist at the Federal Energy Regulatory Commission, Dr. Hunger is an expert in energy market merger analysis and market-based rate matters, as well as energy and capacity market rules in the FERC-regulated Regional Transmission Organizations. For 14 years at the Commission, he led analyses involving mergers and other corporate transactions, market power in market-based rates cases, affiliate transactions, investigations of market manipulation in electricity and natural gas markets, demand response compensation, compliance cases for capacity and energy market rules in Regional Transmission Organizations (RTOs), merchant transmission, and competition issues in electricity markets. Since leaving the Commission and joining CRA in June 2013, he has testified in multiple Commission proceedings involving organized capacity markets administered by independent system operators and RTOs; as well as merger and market-power cases at the state and federal level.

Since 2001, Dr. Hunger has been an affiliated professor at the Georgetown Public Policy Institute where he teaches microeconomic theory, energy policy, and advises on energy-related thesis projects. His research interests include energy and capacity market design, market power in energy markets, and energy policy.

## Experience

| | |
|---|---|
| 2013 - Present | *Vice President*, Charles River Associates |
| 1999–2013 | Federal Energy Regulatory Commission |
| | *Senior Economist*, and *Deputy Director*, Division of Electric Power Regulation |
| | During his time at FERC, Dr. Hunger led analyses involving: the effect on competition in mergers and other corporate transactions; market power in market-based rates cases; rules regarding affiliate transactions; market manipulation in electricity and natural gas markets, demand response compensation, compliance cases for Regional Transmission Organizations (OEPI lead for energy market compliance cases in California ISO, Midwest ISO, ISO-New England, New York ISO, SPP and PJM; worked on capacity market compliance cases for ISO-NE and PJM); and competition issues in electricity markets. Dr. Hunger was the technical lead on FERC Order No. 707 (Affiliate Transactions, 2007); Supplemental Merger Policy Statement (2007); and Order No. 745 (Demand Response Compensation, 2012). |

Dr. Hunger has worked on market design issues in each of the FERC-regulated RTO's, for example:

- ISO-NE - rules for compensating behind-the-meter generators in energy, capacity, and ancillary services markets; capacity market design regarding resource retirements; demand curve design; Peak Energy Rent Adjustment; and exemption for renewable resources;
- PJM – capacity market tariff revisions related to demand response, imports, incremental auctions, Capacity Performance product, and incremental auction design;
- CAISO – Tariff amendments related to pricing of spinning and non-spinning reserves; virtual bidding at the CAISO/WECC interties;
- NYISO – design of Net Benefits Test for demand response compensation;
- MISO – product definition for energy resources to include demand response resources; design of Net Benefits Test for demand response compensation; cost allocation for Multi-Value Projects;
- SPP – cost allocation for demand response compensation in the SPP energy imbalance market; transmission cost allocation

| | |
|---|---|
| 2001–Present | *Affiliated Professor*, Georgetown University, Graduate Public Policy Institute<br>Classes taught: Microeconomic Theory, Energy Policy, and Master's Thesis advising. |
| 2012 –2014 | *Adjunct Professor*, Penn State University<br>Energy Business and Finance – Energy and Environmental Economics |
| 2000–2001 | *Adjunct Assistant Professor of Economics*, American University. Classes taught: Principles of Microeconomics and Principles of Macroeconomics |
| 1998–1999 | *Assistant Professor of Economics*, Oglethorpe University<br>Classes taught: Managerial Economics and International Economics (MBA); Principles of Economics, Intermediate Microeconomics, Macroeconomics, International Economics and Industrial Organization (undergraduate) |
| 1994–1998 | *Graduate Teaching Fellow*, Department of Economics, University of Oregon Classes taught: Econometrics, Industrial Organization, and Principles of Microeconomics |

## Filed Testimony

*Reply Affidavit in Support of Answer of the FirstEnergy Companies.* Docket No. EL16-49-000. Affidavit responding to specific proposed minimum offer price rules to existing resources in the PJM capacity market. April 20, 2016.

*Affidavit in Support of Protest of the FirstEnergy Companies.* Docket No. EL16-49-000. Affidavit related to the proposed imposition of a minimum offer price rule to existing resources in the PJM capacity market. April 11, 2016.

*Rebuttal Testimony on Behalf of Wisconsin Electric Power Company.* Docket No.:6800-CE-176. Affidavit in Support of Reply Comments by Wisconsin Energy Corporation, before the Public Service Commission of Wisconsin, in the matter of Wisconsin Power and Light Company's proposal to construct the proposed Riverside Energy Center combined-cycle generating unit. December 4, 2015.

*Affidavit In Support of the PJM Utilities Coalition Answer to the Indicated Market Participants Motion for Clarification; or in the Alternative, Complaint.* Docket No. ER15-623-000. Affidavit in Support of Answer by American Electric Power, First Energy Service Company, The Dayton Power & Light Company, Buckeye Power, Inc. and East Kentucky Electric Cooperative, related to proposed alternative auction clearing mechanism in the Transition Incremental Auctions for the Capacity Performance Product, before the Federal Energy Regulatory Commission. August 17, 2015.

*Supplemental Affidavit In Support of the PJM Utilities Coalition Answer to the PJM Deficiency Response.* Docket No. ER15-623-001. Affidavit in Support of Comments by American Electric Power, First Energy Service Company, The Dayton Power & Light Company, Buckeye Power, Inc. and East Kentucky Electric Cooperative, related to the PJM Capacity Performance Proposal before the Federal Energy Regulatory Commission. April 24, 2015.

*Initial Comments of Indicated PJM Transmission Owners on Remand, Midwest Independent Transmission System Operator, Inc. Docket No. ER10-1791-003.* Affidavit in Support of Comments by American Electric Power Service Corporation; The Dayton Power and Light Company; Exelon Corporation; FirstEnergy Service Company; Old Dominion Electric Cooperative; Pepco Holdings, Inc.; PPL Electric Utilities Corporation; Public Service Electric and Gas Company; and Rockland Electric Company, related to export pricing to PJM Interconnection, L.L.C. for Multi-Value Projects by the Midcontinent Independent System Operator, Inc., before the Federal Energy Regulatory Commission. April 22, 2015

*Comments and Protest of the PJM Utilities Coalition, PJM Interconnection, L.L.C, Docket No. ER15-852-000.* Affidavit in Support of Comments and Protest by American Electric Power, First Energy Service Company, The Dayton Power & Light Company, Buckeye Power, Inc. and East Kentucky Electric Cooperative, related to the PJM RPM Wholesale Load Reduction Proposal before the Federal Energy Regulatory Commission. February, 2015.

*Reply Comments of the PJM Utilities Coalition, PJM Interconnection, L.L.C, Docket No. ER15-623-000.* Supplemental Affidavit in Support of Reply Comments American Electric Power, First Energy Service Company, The Dayton Power & Light Company, Buckeye Power, Inc. and East Kentucky Electric Cooperative, related to the PJM capacity Performance Proposal before the Federal Energy Regulatory Commission. February, 2015.

*Application of Wisconsin Energy Corporation for Approval of a Transaction by which Wisconsin Energy Corporation Would Acquire All of the Outstanding Common Stock of Integrys Energy Group, Inc.* Docket No. 9400-YO-100 Affidavit in Support of Reply Comments by Wisconsin Energy Corporation, before the Public Service Commission of Wisconsin. January, 2015.

*Comments and Limited Protest of the PJM Utilities Coalition, PJM Interconnection, L.L.C, Docket No. ER15-623-000.* Affidavit in Support of Comments and Limited Protest by American Electric Power, First Energy Service Company, The Dayton Power & Light Company, Buckeye Power, Inc. and East Kentucky Electric Cooperative, related to the PJM Capacity Performance Proposal before the Federal Energy Regulatory Commission. January, 2015.

*Answer of the New England Power Generators Association, Inc. in FERC Docket No. EL15-25-000.* Affidavit in Support of Answer to Comments and Protests in the Complaint by New England Power Generators Association regarding Peak Energy Rent Adjustment rules in the ISO-NE Forward Capacity Market, before the Federal Energy Regulatory Commission, January, 2015.

*Application for Authorization under Section 203 of the Federal Power Act for the merger of Wisconsin Energy Corporation and Integrys Energy Group, Inc.* Docket No. EC14-126-000. Response to Staff Data Request on behalf of Wisconsin Energy Corporation and Integrys Energy Group, Inc. before the Federal Energy Regulatory Commission. December, 2014. Authorized by the Commission (151 FERC ¶ 61,015) on April 7, 2015.

*Complaint of the New England Power Generators Association, Inc. in FERC Docket No. EL15-25-000.* Affidavit in Support of Complaint by New England Power Generators Association regarding Peak Energy Rent Adjustment rules in the ISO-NE Forward Capacity Market, before the Federal Energy Regulatory Commission, December, 2014.

*Application for Authorization under Section 203 of the Federal Power Act for the merger of Wisconsin Energy Corporation and Integrys Energy Group, Inc.* Docket No. EC14-126-000. Testimony of the competitive effects of the merger on behalf of Wisconsin Energy Corporation and Integrys Energy Group, Inc. before the Federal Energy Regulatory Commission, with William H. Hieronymus, August, 2014. Authorized by the Commission (151 FERC ¶ 61,015) on April 7, 2015.

*Petition for Determination Of Cost Effective Generation Alternative To Meet Need Prior to 2018, by Duke Energy Florida, Inc.* Docket No. 140111-EI A Testimony on behalf of Calpine Construction Finance Company, L.P.; before the Florida Public Service Commission. July, 2014

*ISO-New England Inc. and New England Power Pool Participants Committee. Docket No. ER14-1639-000.* Affidavit in Support of Brookfield Energy Marketing LP's Answer to the ISO-NE Answer, related to MOPR exemption for renewables in the ISO-NE Forward Capacity Market, before the Federal Energy Regulatory Commission. May, 2014.

*Protest of the New England Power Generators Association, Inc. and the Electric Power Supply Association.* Docket No. ER14-1639-000. Affidavit in Support of Protest by NEPGA and EPSA regarding Minimum Offer Price Rules exemptions in the ISO-NE Forward Capacity Market, before the Federal Energy Regulatory Commission. April, 2014.

*Revisions to the PJM Open Access Transmission Tariff and Reliability Assurance Agreement Among Load Serving Entities in the PJM Region to Limit and Protect Against Speculative Offers Submitted in RPM Auctions.* Docket No. ER14-1461-000. Affidavit in Support of Comments by American Electric Power, Duke Energy Ohio, First Energy Corp, Dayton Power & Light, and East Kentucky Electric Cooperative, before the Federal Energy Regulatory Commission. March, 2014.

*Southwest Power Pool, Inc.* Docket Nos. ER14-1174-000 and EL14-21-000. Affidavit in Support of Comments of the Southwest Power Pool Transmission Owners, related to excess flows from MISO through SPP, before the Federal Energy Regulatory Commission, February, 2014.

*Complaint by New England Power Generators Association, Inc. v. ISO-NE, Inc. Respondent.* Docket No. EL14-17-000. Affidavit in Support of Complaint by New England Power Generators Association regarding non-price retirement rules in the ISO-NE Forward Capacity Market, before the Federal Energy Regulatory Commission, January, 2014.

*Limited and Sub-Annual DR Resources filing submitted by PJM Interconnection, L.L.C.* Docket No. ER14-504-000. Affidavit in support of Reply Comments by American Electric Power, Duke Energy Ohio, First Energy Corp, Dayton Power & Light, East Kentucky Electric Cooperative, and PPL Companies before the Federal Energy Regulatory Commission, January, 2014.

*Capacity Imports Filing submitted by PJM Interconnection, L.L.C.* Docket No. ER14-503-000. Affidavit in support of Reply Comments by American Electric Power, Duke Energy Ohio, First Energy Corp., Dayton Power & Light, East Kentucky Electric Cooperative, and PPL Companies before the Federal Energy Regulatory Commission, January, 2014.

*Limited and Sub-Annual DR Resources filing submitted by PJM Interconnection, L.L.C*. Docket No. ER14-504-000. Affidavit in support of filing by American Electric Power, Duke Energy Ohio, First Energy Corp, Dayton Power & Light, East Kentucky Electric Cooperative, and PPL Companies before the Federal Energy Regulatory Commission, December, 2013.

*Capacity Imports Filing submitted by PJM Interconnection, L.L.C*. Docket No. ER14-503-000. Affidavit in support of filing by American Electric Power, Duke Energy Ohio, First Energy Corp., Dayton Power & Light, East Kentucky Electric Cooperative, and PPL Companies before the Federal Energy Regulatory Commission, December, 2013.

*Demand Response Sell Offer Plan Filing submitted by PJM Interconnection, L.L.C*. Docket No. ER13-2108-000. Affidavit in support of filing by American Electric Power, Duke Energy Ohio, First Energy Corp., and Dayton Power & Light before the Federal Energy Regulatory Commission, December, 2013.

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## Reports and Publications

"FERC Clarifies its Methodology for Merger and Market-Based Rates Review". *Law360*, May, 2016

"Analyzing Gas and Electric Convergence Mergers: A Supply Curve is Worth a Thousand Words." *Journal of Regulatory Economics*, vol. 24, no. 2, 2003, pp. 161-173

"Final Report on Price Manipulation in Western Markets: Fact-Finding Investigation of Potential Manipulation of Electric and Natural Gas Prices." Federal Energy Regulatory Commission Staff Report to the US Congress, March 2003.

"Initial Report on Company –Specific Separate Proceedings; Published Natural Gas Price Data; and Enron Trading Strategies: Fact-Finding Investigation of Potential Manipulation of Electric and Natural Gas Prices." Federal Energy Regulatory Commission Staff Report to the US Congress, August 2002.

"Determining the Competitiveness of Wholesale Electricity Markets: It Starts with Defining the Markets." In *Markets, Pricing and Deregulation of Utilities*. Michael Crew and Joseph Schuh, eds. Kluwer Academic Publishers, 2002.

"Demand Response in Electricity Markets." Federal Energy Regulatory Commission Staff Paper, January 2002.

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*FERC Order No. 745 is Here to Stay: The Role of Demand Response in Wholesale Energy, Capacity, and Ancillary Services Markets.* Utility Variable-Generation Integration Group, Spring Technical Workshop, Sacramento, CA, April 27, 2016.

*Outlook on Capacity Markets: The Road to Clarity and Transparency.* Platts Northeast Power and Gas Markets Conference. New York, NY. May 2014.

*Demand Response at FERC*. EPRI Workshop. Houston, TX. August 12, 2012

"Demand Response Compensation." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 21st Annual Western Conference, Monterey, CA, June 2010.

"The Role of Sector-Specific Regulators in Merger Review." American Bar Association 2009 Fall Forum, November 2009.

"Developing a Sustainable Energy Policy." Georgetown Public Policy Institute Policy Conference Washington, DC, February 2007.

"Fixing the Natural Gas Price Indices." US Department of Energy, Electricity Working Group, Washington, DC, March 2005.

"Re-bundling in the Electric Power Industry." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 23rd Annual Conference, Skytop, PA, May 2004.

"Manipulation of Natural Gas Price Indexes: Causes, Effects and Solutions." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 22nd Annual Conference, Skytop, PA, May 2003.

"The Role of Economics and Economists at the FERC." Federal Energy Regulatory Commission, Briefing for Indiana University of Pennsylvania, Economics Department, Washington, DC, September 2002.

"Defining Wholesale Electricity Markets." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 21st Annual Conference, Newport, RI, May 2002.

"Markets, Pricing and Deregulation of Utilities." Rutgers University Research Seminar, Newark, NJ, May 2002.

"How FERC Analyzes Markets." Federal Energy Regulatory Commission, Briefing for Indiana University of Pennsylvania, Economics Department, Washington, DC, October 2001.

"Briefing on Competitive Analysis for the State Development Planning Commission of the People's Republic of China." Federal Energy Regulatory Commission, Washington, DC, May 2001.

"Electric Utility Mergers Involving Generation and Transmission: It Takes Ability and Incentive." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 20th Annual Conference, Tamiment, PA, May 2001.

"Natural Gas and Electricity Mergers: Vertical Restraints or Vertical Market Power." US Department of Energy, Electricity Working Group, Washington, DC, October 2000.

"Vertical Merger Review at the Federal Energy Regulatory Commission." International Association for Energy Economics, 21st Annual Conference, Philadelphia, PA, September 2000.

"Gas and Electric Convergence Mergers: A Supply Curve is Worth a Thousand Words." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 19th Annual Conference, Lake George, NY, May 2000.

"Pollution Regulation in a Model of International Trade." Northwest Conference for Environmental Economics, Eugene, OR, May 1999.

"The Adoption of Energy-Saving Technologies in the Electricity Industry." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 17th Annual Conference, Vergennes, VT, May 1998.

"Entry Decisions and Regulatory Distortions in the Electric Power Industry." Advanced Workshop in Regulation and Competition, Rutgers University Center for Research in Regulated Industries, 16th Annual Conference, Lake George, NY, May 1997.

"Entry of Non-Utility Generators in the Northwest." Pacific Northwest Regional Economic Conference, Spokane, WA, April 1997.

## Awards and Associations

Federal Energy Regulatory Commission, Multiple Awards for Quality Service in the Public Interest, 1999 - 2013.

University of Oregon - Outstanding Graduate Teaching Award, 1998

Official Scorekeeper – Oglethorpe University Women's Basketball 1998-1999

Member, Energy Bar Association

Member, International Association for Energy Economics

*Law360* Energy Editorial Advisory Board, 2014

*Journal of Regulatory Economics* – reviewer

*Energy Economics* – reviewer

*Energy Journal* - reviewer

## Georgetown University Graduate Public Policy Institute, Master's Thesis Advising

*The Effect of State-Level Funding on Energy Efficiency Outcomes*, Annie Downs, 2013.

*Diversity of Fuel Sources for Electricity Generation in an Evolving U.S. Power Sector,* Janelle G. DiLuccia, 2013.

*The Effects of Revenue Decoupling on State-Level Gains in Demand-Side Energy Efficiency*, Robert Anders, 2011.

"What Drives Innovation in Renewable Energy Technology? Evidence Based on Patent Count," Jesse McCormick, 2011.

"Renewable Portfolio Standards and the Growth of Wind Power Capacity in the United States," Andrew MacBride, 2008.

"The Effect of State-level Demand-side Management Spending on Aggregate State-level Energy Efficiency," Stephen Caldwell, 2008.

"Assessing the Real World Air Quality Improvements and Resulting Human Health Benefits Of the US Acid Rain Program: A Feasibility Study," David Risley, 2008.

"Public Opinion about Climate Change: the Roles of Risk Perception and Scientific Knowledge in Preventing Passivity," Courtney Brown, 2008.

"Statistical Examination of the Relationship between Return on Equity and Plant Investment for Natural Gas Pipelines," Adam Pollack, 2007.

"Fuel Excise Taxes and Consumer Gasoline Demand: Comparing Average Retail Price Effects and Gasoline Tax Effects," William Sauer, 2007.

"Rate Regulation and Carbon Emissions from US Electric Plants," Michael Pomorski, 2007.

"An Analysis of the Efficacy of US Greenhouse Gas Emissions Reduction Policy," Russell Meyer, 2006.

"Wind Energy Cost Reductions: A Learning Curve Analysis with Evidence from the United States, Germany, Denmark, Spain, and the United Kingdom," Charles Goff, 2006.

“Electricity for the Rural Poor: Limit of Traditional Grid-electricity Services and Implications for Renewable Energy in China,” Hayato Kobayashi, 2004.

“How Does Oil Influence Conflict?” Megan Ellinger, 2004.

“Electricity Generation and Fuel Sources: Does Greater Diversity Reduce Price Volatility?” Timothy Herzog, 2004.

# Exhibit J-3

# Curriculum Vitae of Edo Macan

# Edo Macan

Principal

MS, Electrical Engineering
and Computer Science
MIT

BS, Electrical Engineering
MIT

Principal Edo Macan has over 18 years of experience assisting clients with economic and financial issues in the energy and financial markets. His practice has been focused on mergers and acquisitions ("M&A") and quantitative analytics in the energy markets, valuation of physical energy assets, derivatives pricing and energy risk management. He has advised electric utilities, independent power producers, government regulators, hedge funds, private equity companies and investors on a variety of topics including mergers and acquisitions, power plant valuations, energy risk management, hedging strategies, energy price forecasting, energy market structure issues and contract disputes. Mr. Macan is also widely experienced in the development and application of stochastic financial models in energy markets.

Mr. Macan holds Masters of Engineering degree in Electrical Engineering and Computer Science and Bachelor of Science degree in Electrical Engineering from Massachusetts Institute of Technology (MIT).

## Professional Experience

| | |
|---|---|
| 2013– | *Principal*, Charles River Associates, Oakland, CA |
| 2011–2013 | *Managing Director*, Coprogram, Oakland, CA |
| 2001–2010 | *Manager*, Analysis Group Inc., San Francisco, CA |
| 2000–2001 | *Associate Director*, Duke Energy, Corporate Risk Management, Houston, TX |
| 1998–2000 | *Associate*, The Brattle Group, Cambridge, MA |
| 1996–1997 | *Research Associate*, MIT Energy Laboratory, Cambridge, MA |

**Regulatory / Market Structure**

- Advised electric utilities, independent power producers and private investors on market-based rate authority applications under Section 205 of the Federal Power Act.
- Led horizontal market power analysis and advised electric utilities and power producers on mergers and acquisitions under Section 203 of the Federal Power Act. Designed and developed Delivered Price Test models under Section 203 of the Federal Power Act.
- Assisted FERC in their investigation on power price manipulation during Western Energy Crisis. Analyzed subpoenaed trading data and estimated the influence of spot electricity prices on forward electricity prices.
- Advised electric utilities and independent power producers on acquisition of generation assets, and provided guidance with contract disputes and negotiations.

- Directed North American fundamentals for Duke Energy. Led power price forecasting and produced proprietary short-term and long-term forecasts for major trading hubs in the US and Canada.
- Evaluated damages arising from the manipulation of natural gas markets on prices paid by retail consumers for a large natural gas consumer in California.
- Advised a large power consumer in MISO on rate negotiations with their power supplier and evaluated client's self-generation options upon contract expiration or early contract termination.

**Valuation**

- Led team of financial analysts in a multi-billion dollar valuation in a major power merchant bankruptcy proceeding. Performed stochastic valuation of hundreds of power plants, contracts and financial derivatives in company's asset portfolio.
- Performed independent evaluation of new generation auction for a major utility in Southern California. Analyzed and prioritized generation bids from auction participants and reviewed bid selection.
- Estimated capacity value of a wind farm project for an electric power company in California based on system's effective load carrying capability (ELCC) under both LOLE and EUE reliability measures.
- Assisted large electric utility in Midwest with valuation of their mid-merit peaking generation. Oversaw development of stochastic multivariate Monte Carlo models designed to capture option value from operational flexibility and power/fuel price uncertainty.
- Estimated value of ancillary services provided by hydroelectric generation under alternative pricing rules and conditions.
- Evaluated structured power purchase agreements offered by independent power producers to an electric utility in PJM.
- Evaluated existing market clearing procedures for hydroelectric generation across US focusing on energy and reserve market structures, transmission pricing and congestion management, bidding rules and market clearing procedures.
- Analyzed financial solvency of a large US power producer and examined the reasonability of management's financial forecasts.
- Performed financial valuation of nuclear power plant in Japan. Estimated plant market value, including the option value from early retirement of individual units.

**Risk Management**

- Instituted risk management protocols to ensure pricing consistency between assets and trading positions. Recommended offsetting trades to reduce daily VAR on the asset portfolio.
- Estimated VAR associated with providing standard offer of service, under alternative assumptions about terms and conditions of service for large electric utility in ERCOT. Devised risk management strategies and advised senior management during corporate restructuring.

- Assessed the risk/return trade-off of client's proposed fuel management contract with a merchant plant developer in ERCOT.
- Optimized risk adjusted returns by hedging fuel costs for a large power plant developer.
- Developed nodal power pricing algorithms on the 24-bus IEEE transmission test network. Implemented alternative trading strategies to arbitrage nodal price differentials under alternative market rules and regulations.
- Evaluated complex financial securities and derivatives for a large US investment bank, including equity, commodity and fixed-income derivatives, structured credit (CDO/CDS) and asset based securities (ABS/MBS).
- Led analysis of MBS default and loss trends for dozens of trusts issued by a leading US mortgage origination firm.
- Estimated transaction costs associated with portfolio managers' trading activity in a major US mutual fund company.
- Developed methodologies for analyzing market timing transactions by examining years of trading activity across multiple funds.
- Performed financial damages estimation in 10b5 securities fraud cases.
- Analyzed trading activity in mutual funds and assisted attorneys in dismissing all liability claims.
- Developed multivariate trinomial lattice models to evaluate a variety of employee-stock options with American and path-dependent features.
- Advised companies on compliance with FASB reporting regulations for employee stock options.
- Advised major US institution on subprime lending litigation and securities fraud litigation.

## Filed Expert Reports

Supplemental Expert Report of Edo Macan on Behalf of *Lori Sanborn and Other Class Action Plaintiffs v. Viridian Energy*, Class Action Complaint No. 3:14-CV-1731 (SRU), U.S. District Court - District of Connecticut.

Settlement Expert Report of Seabron Adamson and Edo Macan on Behalf of *Holly Chandler and Other Class Action Plaintiffs v. Discount Power, Inc.*, Docket No. X03-HHD-CV14-6055537-S, Complex Litigation Docket at Hartford - Connecticut Superior Court.

Expert Report of Seabron Adamson and Edo Macan on Behalf of *Lori Sanborn and Other Class Action Plaintiffs v. Viridian Energy*, Class Action Complaint No. 3:14-CV-1731 (SRU), U.S. District Court - District of Connecticut.

Expert Class Certification Report of Seabron Adamson and Edo Macan on Behalf of *Shane C. Roberts and Other Class Action Plaintiffs v. Verde Energy USA Inc.,* Docket No. X07HHDCV15-6060160-S, Complex Litigation Docket at Hartford – Connecticut Superior Court.

## Publications

*"FERC Clarifies its Methodology for Merger and Market-Based Rates Review"* with David Hunger, *Law360*, May, 2016

*"Measuring the Capacity Impacts of Demand Response"* with Robert Earle and Edward P. Kahn. Electricity Journal, vol. 22, no. 6, July 2009.

*"Implications of Energy and Ancillary Service Market Structure for Hydroelectric Generation - A Survey of U.S. ISOs"* With Frank Graves and Dean Murphy. EPRI Report, August 2000.

*"Peak-load pricing on the IEEE Reliability Test System"* MIT Graduate Thesis, June 1997.

# Exhibit J-4

## Great Plains Energy Inc. Owned Capacity for Central Region Market Power Study

| NERC Region | Control Area | Plant Name | Fuel Type | Installed Capacity (MW)[67] | Summer Total Capacity (MW)[68] | Ownership Share[69] | Net Summer Interest (MW)[70] |
|---|---|---|---|---|---|---|---|
| SPP | SPP | Crossroads Energy Center, Unit 1 | Nat. Gas | 76.6 | 77.0 | 100% | 77.0 |
| SPP | SPP | Crossroads Energy Center, Unit 2 | Nat. Gas | 76.6 | 77.0 | 100% | 77.0 |
| SPP | SPP | Crossroads Energy Center, Unit 3 | Nat. Gas | 76.6 | 77.0 | 100% | 77.0 |
| SPP | SPP | Crossroads Energy Center, Unit 4 | Nat. Gas | 76.6 | 77.0 | 100% | 77.0 |
| SPP | SPP | Greenwood, Unit 1 | Nat. Gas | 61.0 | 60.7 | 100% | 60.7 |
| SPP | SPP | Greenwood, Unit 2 | Nat. Gas | 61.0 | 61.7 | 100% | 61.7 |
| SPP | SPP | Greenwood, Unit 3 | Nat. Gas | 61.0 | 62.9 | 100% | 62.9 |
| SPP | SPP | Greenwood, Unit 4 | Nat. Gas | 61.0 | 60.7 | 100% | 60.7 |
| SPP | SPP | Greenwood, PV | Solar | 3.0 | 3.0 | 100% | 3.0 |
| SPP | SPP | Hawthorn, Unit 5 | Coal | 594.3 | 564.0 | 100% | 564.0 |
| SPP | SPP | Hawthorn, Unit 7 | Nat. Gas | 77.0 | 78.1 | 100% | 78.1 |
| SPP | SPP | Hawthorn, Unit 8 | Nat. Gas | 77.0 | 79.1 | 100% | 79.1 |
| SPP | SPP | Hawthorn, Unit CC | Nat. Gas | 322.0 | 234.5 | 100% | 234.5 |
| SPP | SPP | Iatan , Unit 1 | Coal | 726.0 | 712.9 | 88% | 627.4 |
| SPP | SPP | Iatan , Unit 2 | Coal | 914.0 | 881.5 | 73% | 640.9 |
| SPP | SPP | Jeffrey Energy Center , Unit 1 | Coal | 720.0 | 718.0 | 8% | 57.4 |
| SPP | SPP | Jeffrey Energy Center , Unit 2 | Coal | 720.0 | 715.0 | 8% | 57.2 |
| SPP | SPP | Jeffrey Energy Center , Unit 3 | Coal | 720.0 | 722.0 | 8% | 57.8 |
| SPP | SPP | La Cygne , Unit 1 | Coal | 893.0 | 736.1 | 50% | 368.1 |
| SPP | SPP | La Cygne , Unit 2 | Coal | 685.0 | 662.3 | 50% | 331.2 |
| SPP | SPP | Lake Road, Unit 1 | Nat. Gas | 23.0 | 9.4 | 100% | 9.4 |
| SPP | SPP | Lake Road, Unit 2 | Nat. Gas | 25.0 | 19.0 | 100% | 19.0 |
| SPP | SPP | Lake Road, Unit 3 | Nat. Gas | 12.5 | 6.6 | 100% | 6.6 |

67 Source: SNL. Note: in some cases, Summer Total Capacity may exceed Installed Capacity. This is a result of different data sources being used for different generator values. However, what is significant for the purposes of DPT modeling is the Net Summer Interest, statistics that have been confirmed by the Applicants.

68 Source: GPE.

69 Source: GPE.

70 Source: GPE.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| SPP | SPP | Lake Road, Unit 4 | Coal | 90.0 | 96.3 | 100% | 96.3 |
| SPP | SPP | Lake Road, Unit 5 | Nat. Gas | 85.0 | 61.9 | 100% | 61.9 |
| SPP | SPP | Lake Road, Unit 6 | Light Oil | 18.9 | 21.0 | 100% | 21.0 |
| SPP | SPP | Lake Road, Unit 7 | Light Oil | 18.9 | 20.5 | 100% | 20.5 |
| SPP | SPP | Montrose , Unit 2 | Coal | 188.0 | 164.0 | 100% | 164.0 |
| SPP | SPP | Montrose , Unit 3 | Coal | 188.0 | 176.0 | 100% | 176.0 |
| SPP | SPP | Nevada, Unit 1 | Light Oil | 22.0 | 18.1 | 100% | 18.1 |
| SPP | SPP | Northeast Station, Unit 11 | Light Oil | 50.0 | 52.2 | 100% | 52.2 |
| SPP | SPP | Northeast Station, Unit 12 | Light Oil | 64.0 | 40.9 | 100% | 40.9 |
| SPP | SPP | Northeast Station, Unit 13 | Light Oil | 50.0 | 45.7 | 100% | 45.7 |
| SPP | SPP | Northeast Station, Unit 14 | Light Oil | 64.0 | 49.2 | 100% | 49.2 |
| SPP | SPP | Northeast Station, Unit 15 | Light Oil | 64.0 | 52.9 | 100% | 52.9 |
| SPP | SPP | Northeast Station, Unit 16 | Light Oil | 64.0 | 52.8 | 100% | 52.8 |
| SPP | SPP | Northeast Station, Unit 17 | Light Oil | 64.0 | 53.2 | 100% | 53.2 |
| SPP | SPP | Northeast Station, Unit 18 | Light Oil | 64.0 | 52.2 | 100% | 52.2 |
| SPP | SPP | Northeast Station, Unit 19 | Light Oil | 2.0 | 2.0 | 100% | 2.0 |
| SPP | SPP | Osawatomie, Unit GT1 | Nat. Gas | 90.0 | 77.3 | 100% | 77.3 |
| SPP | SPP | Ralph Green , Unit 3 | Nat. Gas | 74.0 | 70.9 | 100% | 70.9 |
| SPP | SPP | Sibley, Unit 1 | Coal | 55.0 | 49.8 | 100% | 49.8 |
| SPP | SPP | Sibley, Unit 2 | Coal | 50.0 | 47.1 | 100% | 47.1 |
| SPP | SPP | Sibley, Unit 3 | Coal | 419.0 | 364.1 | 100% | 364.1 |
| SPP | SPP | South Harper Peaking, Unit GT1 | Nat. Gas | 117.0 | 101.2 | 100% | 101.2 |
| SPP | SPP | South Harper Peaking, Unit GT2 | Nat. Gas | 117.0 | 102.1 | 100% | 102.1 |
| SPP | SPP | South Harper Peaking, Unit GT3 | Nat. Gas | 117.0 | 100.0 | 100% | 100.0 |
| SPP | SPP | Spearville Wind, Unit WT 1-67 | Wind | 100.5 | 100.5 | 100% | 100.5 |
| SPP | SPP | Spearville Wind, Unit WT 100-162 | Wind | 48.0 | 48.0 | 100% | 48.0 |
| SPP | SPP | St. Joseph Landfill, Unit 1 | Landfill Gas | 1.6 | 1.6 | 100% | 1.6 |
| SPP | SPP | West Gardner, Unit 1 | Nat. Gas | 91.3 | 75.3 | 100% | 75.3 |
| SPP | SPP | West Gardner, Unit 2 | Nat. Gas | 91.3 | 78.1 | 100% | 78.1 |
| SPP | SPP | West Gardner, Unit 3 | Nat. Gas | 91.3 | 78.6 | 100% | 78.6 |
| SPP | SPP | West Gardner, Unit 4 | Nat. Gas | 91.3 | 79.1 | 100% | 79.1 |
| SPP | SPP | Wolf Creek Station, Unit 1 | Nuclear | 1280.0 | 1175.0 | 47% | 552.3 |
| **Sub-Total** | | | | **10,993.3** | **10,203.1** | | **6,572.6** |

## Great Plains Energy Inc. Contracted Capacity for Central Region Market Power Study[71]

| NERC Region | Control Area | Plant Name | Summer Purchases (MW) | Summer Sales (MW) | Net (MW) |
|---|---|---|---|---|---|
| SPP | SPP | Ad Astra (Waverly Wind Farm) | 200.0 | | 200.0 |
| SPP | SPP | Cimarron WindPower | 131.0 | | 131.0 |
| SPP | SPP | Ensign Wind (Gray County Wind Farm) | 99.2 | | 99.2 |
| SPP | SPP | Gray County Wind | 60.0 | | 60.0 |
| SPP | SPP | Hampton Biofuel | 0.3 | | 0.3 |
| SPP | SPP | Jeffrey | 21.0 | | 21.0 |
| SPP | SPP | Johnson | 43.0 | | 43.0 |
| SPP | SPP | NextEra Wind (Osborn, MO) | 200.0 | | 200.0 |
| SPP | SPP | Slate Creek | 150.0 | | 150.0 |
| SPP | SPP | Spearville3 | 101.0 | | 101.0 |
| **Sub-Total** | | | **1005.5** | | **1005.5** |

| NERC Region | Control Area | Counterparty / Plant Name | Summer Purchases (MW) | Summer Sales (MW) | Net (MW) |
|---|---|---|---|---|---|
| SPP | SPP | City of Eudora | | (15.0) | (15.0) |
| SPP | SPP | KMEA | | (37.0) | (37.0) |
| **Sub-Total** | | | | **(52.0)** | (52.0) |

[71] This table includes all long-term contracts considered in our analysis. However, the individual treatment of certain contracts varies based on the particular terms the contract. For example, contracts with equal volumes of purchases and sales from the same party are not treated in the model. Full details about treatment of every PPA are provided in the Workpapers, section CRA-07.1. Sources: GPE, SNL. Note: GPE has a contract to purchase energy from Tradewind Rock Creek Wind Farm, but that plant is not planned to come online until September 2017. As such, it was outside the Study Year and not modeled.

# Exhibit J-5

## Westar Energy Inc. Owned Capacity for Central Region Market Power Study

| NERC Region | Control Area | Plant Name | Fuel Type | Installed Capacity (MW)[72] | Summer Total Capacity (MW)[73] | Ownership Share[74] | Net Summer Interest (MW)[75] |
|---|---|---|---|---|---|---|---|
| SPP | SPP | Central Plains Wind Farm | Wind | 99.0 | 99.0 | 100% | 99.0 |
| SPP | SPP | Emporia Power Plant, Unit 1 | Nat. Gas | 54.0 | 45.0 | 100% | 45.0 |
| SPP | SPP | Emporia Power Plant, Unit 2 | Nat. Gas | 54.0 | 45.0 | 100% | 45.0 |
| SPP | SPP | Emporia Power Plant, Unit 3 | Nat. Gas | 54.0 | 44.0 | 100% | 44.0 |
| SPP | SPP | Emporia Power Plant, Unit 4 | Nat. Gas | 54.0 | 46.0 | 100% | 46.0 |
| SPP | SPP | Emporia Power Plant, Unit 5 | Nat. Gas | 171.4 | 157.0 | 100% | 157.0 |
| SPP | SPP | Emporia Power Plant, Unit 6 | Nat. Gas | 171.4 | 153.0 | 100% | 153.0 |
| SPP | SPP | Emporia Power Plant, Unit 7 | Nat. Gas | 171.4 | 156.0 | 100% | 156.0 |
| SPP | SPP | Flat Ridge Wind Farm | Wind | 50.0 | 50.0 | 100% | 50.0 |
| SPP | SPP | Gordon Evans Energy Center, Unit GT1 | Nat. Gas | 98.3 | 73.0 | 100% | 73.0 |
| SPP | SPP | Gordon Evans Energy Center, Unit GT2 | Nat. Gas | 98.3 | 71.0 | 100% | 71.0 |
| SPP | SPP | Gordon Evans Energy Center, Unit GT3 | Nat. Gas | 178.5 | 148.0 | 100% | 148.0 |
| SPP | SPP | Gordon Evans Energy Center, Unit ST1 | Nat. Gas | 152.0 | 152.0 | 100% | 152.0 |
| SPP | SPP | Gordon Evans Energy Center, Unit ST2 | Nat. Gas | 390.0 | 372.0 | 100% | 372.0 |
| SPP | SPP | Gordon Evans Energy Center, Unit 5 Oil | Light Oil | 2.9 | 2.9 | 100% | 2.9 |
| SPP | SPP | Hutchinson Energy Center, Unit 1 | Nat. Gas | 71.0 | 56.0 | 100% | 56.0 |
| SPP | SPP | Hutchinson Energy Center, Unit 2 | Nat. Gas | 71.0 | 52.0 | 100% | 52.0 |
| SPP | SPP | Hutchinson Energy Center, Unit 3 | Nat. Gas | 71.0 | 57.0 | 100% | 57.0 |
| SPP | SPP | Hutchinson Energy Center, Unit 4 | Light Oil | 86.0 | 71.0 | 100% | 71.0 |
| SPP | SPP | Jeffrey Energy Center, Unit 1 | Coal | 720.0 | 718.0 | 92% | 660.6 |
| SPP | SPP | Jeffrey Energy Center, Unit 2 | Coal | 720.0 | 715.0 | 92% | 657.8 |
| SPP | SPP | Jeffrey Energy Center, Unit 3 | Coal | 720.0 | 722.0 | 92% | 664.2 |
| SPP | SPP | La Cygne , Unit 1 | Coal | 893.0 | 733.8 | 50% | 366.9 |
| SPP | SPP | La Cygne , Unit 2 | Coal | 685.0 | 681.6 | 50% | 340.8 |
| SPP | SPP | Lawrence Energy Center (KS) | Coal | 114.0 | 104.0 | 100% | 104.0 |
| SPP | SPP | Lawrence Energy Center (KS) | Coal | 403.0 | 370.0 | 100% | 370.0 |

72 Source: SNL.

73 Source: SNL.

74 Source: SNL, MBR Triennials.

75 Source: Energy Velocity.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| SPP | SPP | Murray Gill, Unit 3 | Nat. Gas | 114.0 | 104.0 | 100% | 104.0 |
| SPP | SPP | Murray Gill, Unit 4 | Nat. Gas | 114.0 | 90.0 | 100% | 90.0 |
| SPP | SPP | Spring Creek Power Plant, Unit 1 | Nat. Gas | 84.5 | 68.0 | 100% | 68.0 |
| SPP | SPP | Spring Creek Power Plant, Unit 2 | Nat. Gas | 84.5 | 68.0 | 100% | 68.0 |
| SPP | SPP | Spring Creek Power Plant, Unit 3 | Nat. Gas | 84.5 | 67.0 | 100% | 67.0 |
| SPP | SPP | Spring Creek Power Plant, Unit 4 | Nat. Gas | 84.5 | 68.0 | 100% | 68.0 |
| SPP | SPP | State Line Combined Cycle | Nat. Gas | 567.5 | 495.0 | 40% | 198.0 |
| SPP | SPP | Tecumseh Energy Center , Unit 7 | Coal | 82.0 | 72.0 | 100% | 72.0 |
| SPP | SPP | Wolf Creek Generating Station | Nuclear | 1280.2 | 1175.0 | 47% | 552.3 |
| **Sub-Total** | | | | **8,848.9** | **8,101.3** | | **6,301.5** |

## Westar Energy Inc. Contracted Capacity for Central Region Market Power Study[76]

| NERC Region | Control Area | Plant Name | Summer Purchases (MW) | Summer Sales (MW) | Net (MW) |
|---|---|---|---|---|---|
| SPP | SPP | Cedar Bluff Wind Farm | 198.7 | | 198.7 |
| SPP | SPP | Chanute III (City of Chanute) | 16.0 | | 16.0 |
| SPP | SPP | Erie Energy Center (City of Erie) | 20.0 | | 20.0 |
| SPP | SPP | Flat Ridge Wind Farm | 50.0 | | 50.0 |
| SPP | SPP | Ironwood Wind Farm | 167.9 | | 167.9 |
| SPP | SPP | Kay Wind Farm | 200.0 | | 200.0 |
| SPP | SPP | Kingman Wind Energy Center | 200.0 | | 200.0 |
| SPP | SPP | McPherson Board of Public Utilities | 235.0 | | 235.0 |
| SPP | SPP | Meridian Way Wind Farm | 96.0 | | 96.0 |
| SPP | SPP | Ninnescah Wind Farm | 200.0 | | 200.0 |
| SPP | SPP | Post Rock Wind Farm | 201.0 | | 201.0 |
| SPP | SPP | Rolling Meadows Landfill (Waste Management) | 5.6 | | 5.6 |
| SPP | SPP | Western Plains Wind Project | 280.0 | | 280.0 |
| **Sub-Total** | | | **1,870.2** | | **1,870.2** |

| NERC Region | Control Area | Counterparty / Plant Name | Summer Purchases (MW) | Summer Sales (MW) | Net (MW) |
|---|---|---|---|---|---|
| SPP | SPP | City of Brlingame | | (1.6) | (1.60) |
| SPP | SPP | City of Mulvane | | (3.1) | (3.1) |
| SPP | SPP | City of Osage City | | (3.7) | (3.7) |
| SPP | SPP | City of Wamego | | (4.7) | (4.7) |
| SPP | SPP | Kansas Power Pool | | (59.0) | (59.0) |
| SPP | SPP | Kingman Wind Farm (multiple owners) | | (96.3) | (96.3) |
| SPP | SPP | McPherson Board of Public Utilities | | (176.2) | (176.2) |
| SPP | SPP | Midwest Energy | | (305.0) | (305.0) |
| SPP | SPP | Mid-Kansas Electric Company (Jeffrey Energy Center) | | (172.4) | (172.4) |
| SPP | SPP | ONEOK Energy Services Co. | | (75.0) | (75.0) |
| **Sub-Total** | | | | **(897.0)** | **(897.0)** |

[76] This table includes all long-term contracts considered in our analysis. However, the individual treatment of certain contracts varies based on the particular terms the contract. For example, contracts with equal volumes of purchases and sales from the same party are not treated in the model. Full details about treatment of every PPA are provided in the Workpapers, section CRA-07.1. Sources: Westar, SNL.

# Exhibit J-6
## Delivered Price Test Sensitivity Cases

### Available Economic Capacity in SPP (Minus 10%)

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $66 | 771 | 2.8% | 1,174 | 4.2% | 27,845 | 355 | 1,946 | 7.0% | 27,845 | 378 | 23 |
| S_SP2 | $40 | 1,003 | 3.7% | 1,279 | 4.7% | 27,298 | 373 | 2,282 | 8.4% | 27,298 | 407 | 34 |
| S_P | $28 | 843 | 3.9% | 486 | 2.3% | 21,466 | 423 | 1,329 | 6.2% | 21,466 | 441 | 18 |
| S_OP | $21 | 1,297 | 6.7% | 1,034 | 5.4% | 19,325 | 408 | 2,332 | 12.1% | 19,325 | 480 | 72 |
| W_SP | $42 | 1,783 | 4.9% | 2,672 | 7.3% | 36,675 | 387 | 4,455 | 12.1% | 36,675 | 458 | 71 |
| W_P | $25 | 973 | 4.7% | 983 | 4.8% | 20,629 | 413 | 1,956 | 9.5% | 20,629 | 458 | 45 |
| W_OP | $25 | 1,402 | 6.4% | 1,442 | 6.5% | 22,032 | 376 | 2,844 | 12.9% | 22,032 | 459 | 83 |
| SH_SP | $36 | 604 | 2.5% | 1,252 | 5.2% | 24,159 | 344 | 1,856 | 7.7% | 24,159 | 370 | 26 |
| SH_P | $25 | 877 | 4.7% | 484 | 2.6% | 18,565 | 373 | 1,361 | 7.3% | 18,565 | 397 | 25 |
| SH_OP | $22 | 1,073 | 6.1% | 956 | 5.4% | 17,631 | 372 | 2,029 | 11.5% | 17,631 | 438 | 66 |

*Source: CRA Analysis*

### Economic Capacity in SPP (Minus 10%)

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $66 | 6,077 | 8.9% | 5,804 | 8.5% | 68,019 | 630 | 11,881 | 17.5% | 68,019 | 783 | 152 |
| S_SP2 | $40 | 5,849 | 8.9% | 5,553 | 8.5% | 65,532 | 650 | 11,402 | 17.4% | 65,532 | 801 | 151 |
| S_P | $28 | 4,448 | 9.3% | 3,732 | 7.8% | 47,894 | 541 | 8,180 | 17.1% | 47,894 | 685 | 145 |
| S_OP | $21 | 4,207 | 10.2% | 3,675 | 8.9% | 41,087 | 558 | 7,881 | 19.2% | 41,087 | 741 | 183 |
| W_SP | $42 | 5,606 | 8.6% | 5,629 | 8.6% | 65,330 | 651 | 11,235 | 17.2% | 65,330 | 799 | 148 |
| W_P | $25 | 4,225 | 9.6% | 3,632 | 8.3% | 43,899 | 573 | 7,857 | 17.9% | 43,899 | 733 | 159 |
| W_OP | $25 | 4,291 | 9.8% | 3,748 | 8.6% | 43,771 | 571 | 8,039 | 18.4% | 43,771 | 739 | 168 |
| SH_SP | $36 | 4,462 | 8.1% | 4,694 | 8.5% | 54,991 | 610 | 9,156 | 16.7% | 54,991 | 748 | 139 |
| SH_P | $25 | 3,715 | 9.4% | 2,983 | 7.6% | 39,388 | 518 | 6,698 | 17.0% | 39,388 | 661 | 143 |
| SH_OP | $22 | 3,508 | 9.7% | 3,081 | 8.5% | 36,199 | 525 | 6,589 | 18.2% | 36,199 | 690 | 165 |

*Source: CRA Analysis*

## Available Economic Capacity in SPP (Plus 10%)

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $81 | 825 | 2.9% | 1,194 | 4.2% | 28,393 | 344 | 2,019 | 7.1% | 28,393 | 368 | 24 |
| S_SP2 | $49 | 1,143 | 4.1% | 1,389 | 5.0% | 27,840 | 368 | 2,532 | 9.1% | 27,840 | 409 | 41 |
| S_P | $34 | 1,603 | 5.2% | 2,242 | 7.3% | 30,874 | 378 | 3,844 | 12.5% | 30,874 | 454 | 75 |
| S_OP | $26 | 1,617 | 6.9% | 1,079 | 4.6% | 23,428 | 397 | 2,696 | 11.5% | 23,428 | 461 | 64 |
| W_SP | $51 | 2,160 | 5.7% | 2,782 | 7.3% | 37,959 | 393 | 4,942 | 13.0% | 37,959 | 477 | 83 |
| W_P | $31 | 1,201 | 5.1% | 1,175 | 4.9% | 23,760 | 383 | 2,376 | 10.0% | 23,760 | 433 | 50 |
| W_OP | $30 | 1,630 | 6.4% | 1,618 | 6.3% | 25,520 | 366 | 3,249 | 12.7% | 25,520 | 447 | 81 |
| SH_SP | $44 | 1,207 | 4.6% | 1,300 | 4.9% | 26,383 | 321 | 2,507 | 9.5% | 26,383 | 366 | 45 |
| SH_P | $31 | 877 | 3.6% | 1,256 | 5.1% | 24,581 | 342 | 2,132 | 8.7% | 24,581 | 379 | 36 |
| SH_OP | $27 | 1,337 | 6.3% | 1,073 | 5.1% | 21,105 | 357 | 2,410 | 11.4% | 21,105 | 421 | 64 |

*Source: CRA Analysis*

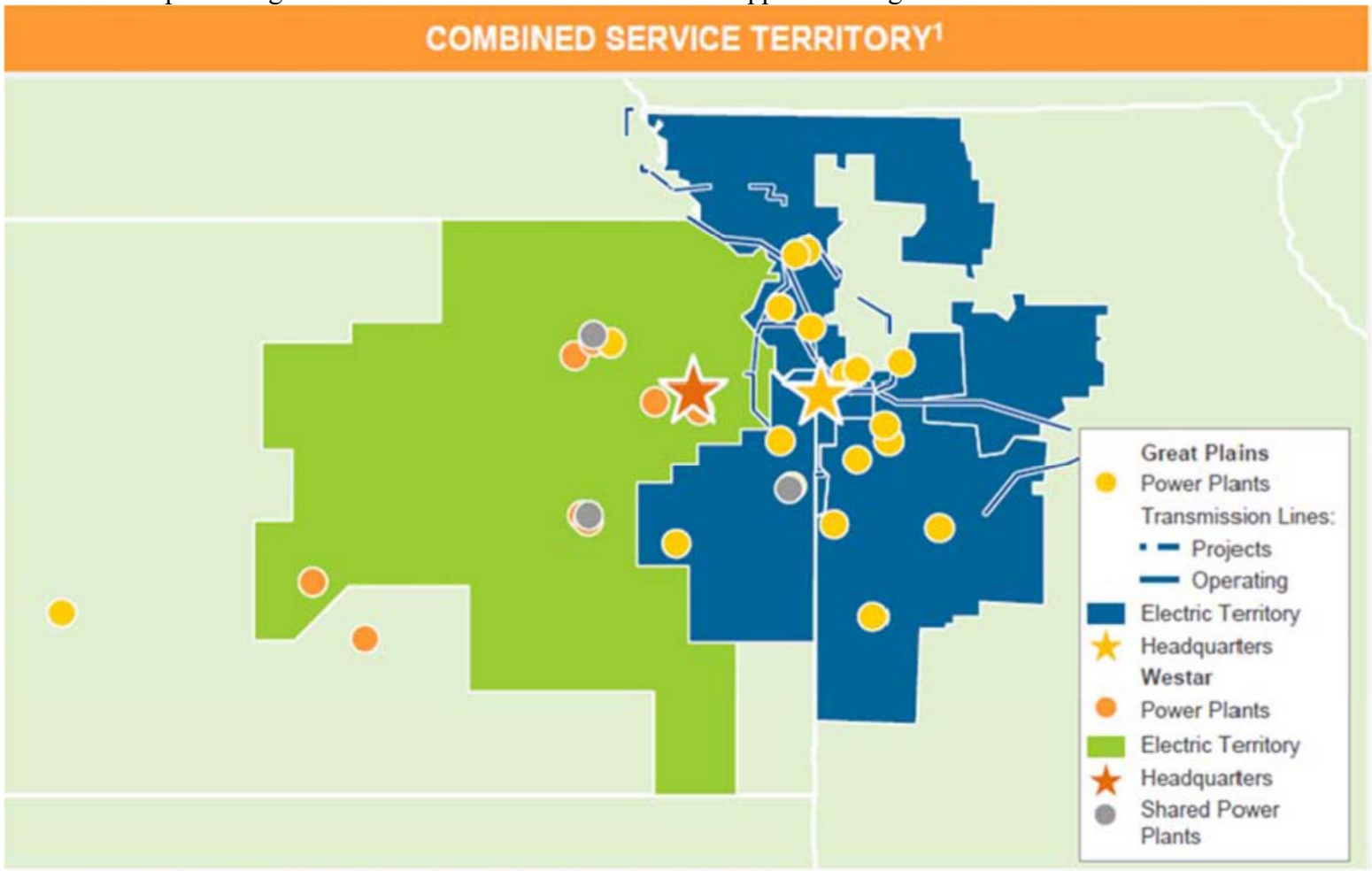
## Economic Capacity in SPP (Plus 10%)

| | | *Pre-Merger* | | | | | | *Post-Merger* | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | GPE | | Westar | | | | GPE-Westar | | | | |
| Period | Energy Price | MW | Market Share | MW | Market Share | Market Size | HHI | MW | Market Share | Market Size | HHI | HHI Chg |
| S_SP1 | $81 | 6,131 | 8.9% | 5,823 | 8.5% | 68,624 | 622 | 11,954 | 17.4% | 68,624 | 774 | 152 |
| S_SP2 | $49 | 5,989 | 9.1% | 5,663 | 8.6% | 66,081 | 648 | 11,652 | 17.6% | 66,081 | 803 | 155 |
| S_P | $34 | 5,207 | 8.5% | 5,488 | 8.9% | 61,498 | 653 | 10,695 | 17.4% | 61,498 | 804 | 151 |
| S_OP | $26 | 4,526 | 9.6% | 3,720 | 7.9% | 47,023 | 541 | 8,246 | 17.5% | 47,023 | 694 | 152 |
| W_SP | $51 | 5,983 | 9.0% | 5,739 | 8.6% | 66,724 | 654 | 11,722 | 17.6% | 66,724 | 809 | 154 |
| W_P | $31 | 4,453 | 9.3% | 3,823 | 8.0% | 47,903 | 559 | 8,277 | 17.3% | 47,903 | 708 | 148 |
| W_OP | $30 | 4,520 | 9.5% | 3,924 | 8.2% | 47,617 | 550 | 8,444 | 17.7% | 47,617 | 706 | 156 |
| SH_SP | $44 | 5,065 | 8.8% | 4,743 | 8.3% | 57,330 | 616 | 9,808 | 17.1% | 57,330 | 762 | 146 |
| SH_P | $31 | 3,715 | 7.7% | 3,754 | 7.8% | 48,223 | 603 | 7,469 | 15.5% | 48,223 | 723 | 120 |
| SH_OP | $27 | 3,772 | 9.2% | 3,198 | 7.8% | 41,082 | 520 | 6,970 | 17.0% | 41,082 | 663 | 143 |

*Source: CRA Analysis*

**Exhibit K: Maps**

Below is a map showing the combined service territories of the Applicants' regulated utilities.




*Source: SNL, Great Plains Energy and Westar Investor Presentations.*
*1. Excludes Great Plains' power plant in the Mississippi Delta and Westar's Spring Creek Energy Center in Logan County, OK.*

Exhibit K

**Exhibit L: Status of Regulatory Actions and Orders**

The following approvals or clearances are required for the Transaction. None have been obtained to date.

Hart-Scott-Rodino (HSR) Antitrust Improvements Act of 1976

Nuclear Regulatory Commission

Federal Communications Commission

Kansas Corporation Commission

In addition, while Great Plains Energy asserts the Missouri Public Service Commission ("MPSC") does not have statutory authority to assert jurisdiction to approve or reject the Transaction, Great Plains Energy concurs the MPSC does have authority to review the impact of the Transaction upon the public utilities within its jurisdiction—*i.e.*, KCP&L and GMO. Great Plains Energy will be working closely with the MPSC to ensure the Missouri public interest is addressed in this process.[107]

[107] The MPSC has opened an investigation docket to evaluate the potential impact of the Transaction on Missouri customers. *See In the Matter of Great Plains Energy Inc.'s Acquisition of Westar Energy, Inc. and Related Matter*, Case No. EM-2016-0324.

**Exhibit M: Cross-Subsidization**

The Commission's Merger Regulations require that Section 203 applicants explain that their proposed transaction will not, at the time of the transaction or in the future, result in (1) any transfer of facilities between a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, and an associate company; (2) any new issuance of securities by a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company; (3) any new pledge or encumbrance of assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company; or (4) any new affiliate contract between a non-utility associate company and a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, other than non-power goods and services agreements subject to review under Sections 205 and 206 of the FPA. 18 C.F.R. § 33.2(j)(1)(ii).

As explained in this Exhibit M, the Applicants provide assurance and verify, based on facts and circumstances known to the Applicants or that are reasonably foreseeable, that the proposed Transaction will not result in, at the time of the Transaction or in the future, cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company.

## Overall Discussion of Cross-Subsidization Implications Resulting From the Transaction

The Transaction is a straightforward merger that does not present concerns about the improper subsidization of an associate company by its public utility affiliates. Moreover, the Transaction does not present any longer-term concerns about improper cross-subsidization. The Commission has, and will continue to have, the ability to provide ongoing protection against cross-subsidization through its authority over the rates, terms, and conditions of service associated with any and all jurisdictional assets owned by any electric utility subsidiary of Great Plains Energy Incorporated ("Great Plains Energy") or Westar Energy, Inc. ("Westar") as well as the merged company as a public utility holding company.

Similarly, because the Transaction does not affect any state utility commission's jurisdiction over any subsidiary of Great Plains Energy or Westar, including any traditional public utility associate companies, the state utility commissions will retain the ability to address cross-subsidizations issues.

## Discussion of the Four Factors Identified by the Commission in its Merger Regulations

### A. Transfers of Facilities

The Transaction is an acquisition of the stock of Westar that does not call for any transfers of any facilities of the traditional public utility associate companies of Great Plains Energy or Westar (the "Regulated Companies"), either at the time of the Transaction or in the future. The Regulated Companies will continue to operate as regulated utilities under their existing Commission-approved rates. After the Transaction, the Regulated Companies will continue to own and operate the jurisdictional facilities that they owned and operated prior to the Transaction.

**B. New Issuance of Securities**

The Transaction does not provide for the new issuances of securities by the Regulated Companies for the benefit of an associate company, either at the time of the Transaction or in the future.

**C. New Pledge or Encumbrance**

The Transaction does not provide for any new pledges or encumbrances of assets of the Regulated Companies for the benefit of an associate company, either at the time of the Transaction or in the future.

**D. New Affiliate Contracts**

The Transaction does not provide for any new contracts between any of the Regulated Companies and any unregulated affiliate in connection with the Transaction, other than non-power goods and services agreements, either at the time of the Transaction or in the future.

In sum, Applicants are providing assurance, based on facts and circumstances known to them or that are reasonably foreseeable, that the Transaction will not result in, at the time of the Transaction or in the future, cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company, including:

(A) Any transfer of facilities between a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, and an associate company;

(B) Any new issuance of securities by a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company;

(C) Any new pledge or encumbrance of assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company; or

(D) Any new affiliate contract between a non-utility associate company and a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, other than non-power goods and services agreements subject to review under Sections 205 and 206 of the FPA.

**********

Attached are lists of encumbrances of the utility assets of Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO") and Westar Energy, Inc. ("Westar"):

**Kansas City Power & Light Company**

| Security Interest | Secured Party | Property Covered |
|---|---|---|
| **Primary Indenture** | | |
| General Mortgage Indenture and Deed of Trust dated December 1, 1986 securing First Mortgage Bonds, KCP&L's interest in joint facilities, and supplemental indentures thereto | UMB Bank, N.A., Trustee | Specified generating, transmission and distribution assets of KCP&L |
| **Receivables** | | |
| Security interest pursuant to KCP&L's Accounts Receivable Securitization Facility | The Bank of Tokyo-Mitsubishi UFJ Ltd., New York Branch, as Agent | All Receivables, Related Security, Collections, Collection Accounts, and Lock-Boxes and all of Kansas City Power & Light Receivables Company's right, title, and interest in, to, and under the Purchase Agreement dated July 1, 2005 between Kansas City Power & Light Receivables Company and KCP&L |
| **Miscellaneous Secured Transactions** | | |
| Security interest in specified property under 2004 State Environmental Improvement and Energy Resources Authority ("EIERA") Amended and Restated Indenture of Trust | The Bank of New York Mellon Trust Company, as successor by merger to J.P. Morgan Trust Company, National Association, as Trustee | EIERA's rights and interest under a Mortgage Bond and Loan Agreement between EIERA and KCP&L, as defined in the Amended and Restated Indenture of Trust dated August 1, 2004 between EIERA and J.P. Morgan Trust Company |
| Security Interest in specified property under 1993 Burlington, Kansas Indenture of Trust | The Bank of New York, as Trustee | All interests of the Issuer in and to the Loan Agreement and all moneys and securities held by the Trustee under the Indenture, all as defined in the Indenture of Trust dated as of December 1, 1993, between the City of Burlington, Kansas and the Bank of New York, as Trustee |

| Security Interest | Secured Party | Property Covered |
|---|---|---|
| | | |
| Security interest in specified property under 2005 City of La Cygne, Kansas Indenture of Trust | The Bank of New York, as Trustee | All interests of the Issuer in and to the Sublease and all moneys and securities held by the Trustee under the Indenture, all as defined in the Indenture of Trust dated as of September 1, 2005, between the City of La Cygne, Kansas and the Bank of New York, as Trustee |
| Security interest in specified property under 2005 City of Burlington, Kansas Indenture of Trust | The Bank of New York, as Trustee | All interests of the Issuer in and to the Sublease and all moneys and securities held by the Trustee under the Indenture, all as defined in the Indenture of Trust dated as of September 1, 2005, between the City of Burlington, Kansas and the Bank of New York, as Trustee |
| Security Interest in specified property under 2007 City of Burlington, Kansas Indenture of Trust | The Bank of New York, as Trustee | All interests of the Issuer in and to the Sublease and all moneys and securities held by the Trustee under the Indenture, all as defined in the Indenture of Trust dated as of September 1, 2007, between the City of Burlington, Kansas and the Bank of New York, as Trustee |
| Security interests pursuant to 2008 EIERA Indenture of Trust in specified property | The Bank of New York, as Trustee | EIERA's rights and interest under the Loan Agreement with KCP&L dated May 1, 2008, which covers all right, title and interest of KCP&L in and to all moneys and securities held in any fund or account established under the Indenture of Trust, dated as of May 1, 2008 |
| Security interest in specified property under Wells Fargo Bank Northwest, National Association precautionary lease filing, | Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee | Asset lease of 625 Rotary Dump Gondola Rail Cars and collateral assignment thereof |

| Security Interest | Secured Party | Property Covered |
|---|---|---|
| Security interest in specified equipment and related collateral assignment under KCP&L Statutory Trust 2005-A | Wilmington Trust Company, as Indenture Trustee | Specified equipment listed in the filing and collateral assignment thereof |
| Security interest in specified equipment and software | Hewlett Packard Financial Services Company | Specified equipment and Software |
| Security interest in specified Goods | Key Equipment Finance Inc. | All of KCP&L's right, title and interest in and to Goods described in any present and future leases, loans, conditional sale agreements or other such agreements between KCP&L and Key Equipment Finance Inc. |
| Security interest in certain modular assets in Weston, MO | Modular Space Corporation | Specified modular assets in Weston, MO |
| Security interest, if any, in specified property under Master Leasing Agreement dated as of May 1, 1990 | BLC Corporation | Vehicles and other property as agreed upon by the parties. |

## KCP&L Greater Missouri Operations Company

| Security Interest | Secured Party | Property Covered |
|---|---|---|
| **Primary Indenture** | | |
| Indenture of Mortgage and Deed of Trust dated as of April 1, 1946 securing First Mortgage Bonds, GMO's interest in joint facilities, and supplemental indentures thereto | UMB Bank, N.A. and Union Bank of California, N.A., co-trustees | Specified generating, Transmission and Distribution Assets of GMO |
| **Receivables** | | |
| Security interest pursuant to GMO's Accounts Receivable Securitization Facility | The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent | All of the right, title and interest of GMO, in, to and under the Receivables, the Related Security, and all Related Collections, Collection Accounts and Lock-Boxes and all proceeds thereof in each case whether now existing or hereafter arising or acquired, all as more particularly described in the Receivables Sale Agreement dated as of May 31, 2012 among |

| Security Interest | Secured Party | Property Covered |
|---|---|---|
| | | GMO, as Initial Collection Agent, GMO Receivables Company, as Seller, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch , as the Agent, and Victory Receivables Corporation, as Purchaser |
| **Miscellaneous Secured Transactions** | | |
| Security interest in specified property | Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee | Aquila's interest in the Site and Support Assets Lease dated August 15, 1991, the Mortgage dated August 15, 1991, and related assets in connection with the transaction between Utilicorp United Inc. and Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee |
| Security interest in specified property | BLC Corporation | Specified property of Aquila, as more particularly stated in the transaction documents |
| Security interest in specified property | BAL Global Finance, LLC | Specified interests in a certain Turbine Generating Unit and Equipment |
| Security interest in specified property | Wilmington Trust Company, Security Trustee | Asset lease of bottom dump hopper cars Rail Cars and collateral assignment thereof under a Security Agreement-Trust Deed dated as of April 29, 1993 |
| Security interest in specified property | Commerce Bank of Kansas City, N.A., as Security Trustee | Certain machinery, equipment and other personal property initially leased or to be leased by Missouri Public Service Company under the Restated Indenture of Lease dated May 1, 1977, as more particularly stated in the transaction documents |
| Security interest in specified property | Commerce Bank of Kansas City, N.A., as Trustee | Specified property pursuant to an Indenture dated January 1, 1946 between Missouri Public Service Corporation and Commerce Trust Company, as Trustee, and Supplemental Indentures thereto |

**Westar Energy, Inc.:**

1. Substantially all of the utility property of Westar Energy, Inc. located in Kansas is encumbered by a Mortgage and Deed of Trust, dated July 1, 1939, as amended and supplemented from time to time, by and between Westar Energy, Inc. and Harris Trust and Savings Bank, as corporate trustee.

2. Substantially all of the utility property of Kansas Gas and Electric Company is encumbered by a Mortgage and Deed of Trust, dated as of April 1, 1940, as amended and supplemented from time to time, by and among Kansas Gas and Electric Company, The Bank of New York Mellon Trust Company, N.A., as corporate trustee, and Richard Tarnas, as individual trustee.

3. Kansas Gas and Electric Company owns a 50% undivided interest in Unit 1 of LaCygne Generating Station and a 25% undivided interest in certain facilities common to LaCygne Units 1 and 2. In addition, an undivided 50% interest in LaCygne Unit 2 and a 25% undivided interest in certain facilities common to LaCygne Units 1 and 2 are owned by an unaffiliated third party and leased by Kansas Gas and Electric Company. The third party issued debt to finance the purchase price, and the interests are encumbered by a Trust Indenture, Security Agreement and Mortgage, dated September 1, 1987 and as amended and supplemented from time to time, by and among U.S. Bank National Association, Kansas Gas and Electric Company and Deutsche Bank Trust Company Americas.

4. Westar Energy, Inc. owns an 84% undivided interest in Jeffrey Energy Center. In addition, an undivided 8% of Jeffrey Energy Center is subject to a leveraged lease whereby such interests are owned by an unaffiliated third party and leased by Westar Energy, Inc. The third party issued debt to finance the purchase price, and the interest is encumbered by a (i) Mortgage (with Future Advances), dated August 15, 1991 and as amended and supplemented from time to time, by and between Westar Energy, Inc. and Wilmington Trust Company and (ii) Indenture of Mortgage, Assignment of Lease and Security Agreement (with Future Advances), dated August 15, 1991, by and between Wilmington Trust Company and United Missouri Bank, N.A.

5. Westar Energy, Inc. owns a 50% interest in Prairie Wind Transmission, LLC. All of the assets of Prairie Wind Transmission, LLC are encumbered by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated December 11, 2014, by and between Prairie Wind Transmission, LLC and U.S. Bank National Association.