

ATTACHMENT B

AGREEMENT FOR THE PROVISION OF TRANSMISSION SERVICE TO MISSOURI BUNDLED RETAIL LOAD

This AGREEMENT FOR THE PROVISION OF TRANSMISSION SERVICE TO MISSOURI BUNDLED RETAIL LOAD (hereinafter the "Agreement") is entered into as of this _____ day of _____ 2009, by and between Southwest Power Pool, Inc. ("SPP") and KCP&L Greater Missouri Operations Company ("KCP&L-GMO"). This Agreement shall be supplemental to the Network Operating Agreement ("NOA") and Service Agreement for Network Integration Transmission Service ("NITSA") to be executed by KCP&L-GMO and SPP under SPP's Open-Access Transmission Tariff ("OATT") on file with the Federal Energy Regulatory Commission ("FERC"). The transmission service provided by SPP pursuant to the terms and conditions of the NOA and NITSA and any successor transmission service shall hereinafter be referred to collectively as "Network Integration Transmission Service." SPP and KCP&L-GMO are referred to, jointly, as the "Parties" and, individually, as a "Party."

WITNESSETH:

WHEREAS, SPP is a FERC-approved Regional Transmission Organization ("RTO") with an open architecture that accommodates various forms of participation by transmission owning utilities; and

WHEREAS, KCP&L-GMO currently maintains open-access transmission tariffs approved by the FERC; and

WHEREAS, KCP&L-GMO currently provides and will continue to provide Bundled Electric Service (including capacity, energy, transmission and distribution) to Missouri Bundled Retail Load pursuant to rates established by the Missouri Public Service Commission (“MoPSC”) and in accord with certain tariffs and rate schedules on file with the MoPSC; and

WHEREAS, upon KCP&L-GMO receiving all necessary regulatory approvals for continued participation in SPP, including the approval of the transfer of functional control of KCP&L-GMO’s transmission facilities pursuant to the Membership Agreement referred to below, KCP&L-GMO plans to utilize Network Integration Transmission Service from SPP, while this Agreement is in effect, in order to provide the transmission services necessary to furnish Bundled Electric Service to Missouri Bundled Retail Load; and

WHEREAS, the FERC, in various orders¹ and in its White Paper, Wholesale Power Market Platform, issued April 28, 2003 (“White Paper”), contemplated, among other things, that a transmission owner and the RTO in which it holds membership may elect to enter into a service agreement that specifies that the wholesale rate for transmission service used to provide bundled retail electric service will be the transmission component of the bundled retail rates set by the state commission with retail jurisdiction over the transmission owner; and

WHEREAS, the Parties hereto desire to codify the specific terms and conditions stated herein under which SPP will provide Network Integration Transmission Service to KCP&L-GMO to serve its Missouri Bundled Retail Load in addition to the terms and

¹ Cleco Power, et al., 103 FERC ¶ 61,272 (2003), and Midwest Indep. Trans. System Operator, Inc., 102 FERC ¶ 61,192 (2003).

conditions set forth in SPP's NITSA and NOA except as otherwise stated in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, which each of the Parties hereto acknowledges to be sufficient consideration, SPP and KCP&L-GMO agree as follows:

ARTICLE I - DEFINITIONS

Terms not specifically defined in this Article or elsewhere in this Agreement have the same meaning as in the SPP OATT or the SPP Membership Agreement as these documents may be amended from time to time.

Section 1.1. Bundled Electric Service: The provision of electric service as a single service that includes all component services (capacity, energy, transmission and distribution) as distinguished from the provision of electric service where some or all such components are sold and purchased as separate ("unbundled") services.

Section 1.2 Missouri Bundled Retail Load: The load of retail electric customers of KCP&L-GMO in the State of Missouri, on whose behalf and to whom KCP&L-GMO, by statute, franchise, regulatory requirement or contract, has an obligation to provide Bundled Electric Service.

Section 1.3 SPP Membership Agreement: The Southwest Power Pool, Inc. Membership Agreement (SPP's Original Volume No. 3), as amended from time to time in accordance with its terms.

Section 1.4 SPP OATT: The open-access transmission tariff of SPP (SPP's FERC Electric Tariff, Fifth Revised Volume No. 1), as amended from time to time.

ARTICLE II - FILING, EFFECTIVE DATE, INITIAL TERM AND TERMINATION

Section 2.1 As soon as practicable following the execution of this Agreement, SPP shall file this Agreement with the FERC for acceptance or approval. If the FERC accepts this Agreement without conditions or modifications, this Agreement shall become effective on the date upon which KCP&L-GMO exercises the authorization provided by the Missouri Public Service Commission in Case No. EO-2009-0179 (the “Effective Date”). Each Party shall use its best efforts to gain prompt FERC acceptance or approval of this Agreement without modification or change, and agrees to provide support for this Agreement in public forums and elsewhere.

Section 2.2 If the FERC accepts this Agreement for filing, but subject to modification or change, and requires a compliance filing by either or both of the Parties, the Parties shall evaluate whether such required compliance filing materially changes or frustrates the intent of this Agreement. If either Party determines, in good faith, that the changes or modifications required by the FERC constitute a material change or may frustrate the intent of the Agreement, the Parties agree to negotiate in good faith to establish new terms and conditions that place the Parties in the same position as bargained for in this Agreement. If within thirty (30) days after the FERC’s conditional acceptance of the Agreement, or such other reasonable time period as may be mutually agreed to by the Parties, the Parties have not reached agreement on new terms and conditions or, if the amended Agreement is not subsequently unconditionally approved or accepted by the FERC, the Agreement shall be void, and neither Party shall have further obligations to the other Party hereunder.

Section 2.3 This Agreement shall remain in effect following the Effective Date for an initial term ending the earlier of: (i) the date that KCP&L-GMO withdraws from SPP, or (ii) at 12:00:01 a.m., on October 1, 2013. Subject to the termination provisions of this Section 2.3, the Initial Term shall automatically be extended from year to year (a “Renewal Term”) unless either Party shall have given the other six (6) months written notice of termination prior to the end of the Initial Term, or the end of any Renewal Term if such notice is given at least six (6) months prior to the end of that Renewal Term.

Section 2.4 Nothing in this Agreement shall in any way affect the rights or obligations of KCP&L-GMO with regard to withdrawal from SPP pursuant to the terms and conditions of the SPP Membership Agreement, Bylaws, and OATT, or any MoPSC order pertaining to KCP&L-GMO’s participation in SPP. Nor shall anything in this Agreement affect in any way the rights or obligations of SPP to enforce or seek the enforcement of any terms in its Membership Agreement, Bylaws and OATT relating to any withdrawal by KCP&L-GMO.

**ARTICLE III - RATE FOR
TRANSMISSION SERVICE TO SERVE MISSOURI BUNDLED RETAIL LOAD**

Section 3.1 Schedule 9 of the SPP OATT establishes a zonal transmission rate applicable to load within the KCP&L-GMO pricing zone that is taking Network Integration Transmission Service from SPP. Notwithstanding Schedule 9 and the rates therein, KCP&L-GMO does not concede that the FERC has jurisdiction over the transmission component of Bundled Electric Service provided to Missouri Bundled Retail Load using its own facilities, and does not voluntarily submit to such jurisdiction. KCP&L-GMO shall not pay the rate set forth in Schedule 9 of the SPP OATT for using its own facilities to serve its Missouri Bundled Retail Load, but will include Missouri

Bundled Retail Load in the total load used to calculate the zonal rate for the KCP&L-GMO zone. However, this provision shall not eliminate any obligation that KCP&L-GMO may have to pay applicable charges related to facilities owned by other entities in KCP&L-GMO's zone that are unaffiliated with KCP&L-GMO.

Section 3.2 KCP&L-GMO, when taking transmission service from SPP in order to serve its Missouri Bundled Retail Load, shall not pay ancillary service charges pursuant to Schedules 3, 5 and 6 of the SPP OATT to the extent that KCP&L-GMO self-provides such ancillary services pursuant to the NITSA consistent with Part III of SPP's OATT. With regard to Schedules 1 and 2, KCP&L-GMO shall not be required to pay SPP for the portion of those services for which it would receive the revenues from such services. If a portion of the revenues from Schedules 1 and 2 would be distributed to others, KCP&L-GMO shall be obligated to pay such portion to SPP.

Section 3.3 Except as otherwise provided in Sections 3.1 and 3.2, KCP&L-GMO shall be subject to and shall pay to SPP all applicable SPP OATT charges associated with Network Integration Transmission Service taken by KCP&L-GMO to serve Missouri Bundled Retail Load. Such charges include, but are not limited to, Attachments H, J, K, M, U, V, Z, AE, and AK and Schedules 1A, 4 (to the extent Schedule 4 reflects the energy costs associated with SPP's Energy Imbalance Services market), 11, and 12 of the SPP OATT.

Section 3.4 As a Network Integration Transmission Service customer of SPP serving its Missouri Bundled Retail Load, KCP&L-GMO shall be subject to all non-rate related terms and conditions under the SPP OATT applicable to Network Integration Transmission Service.

ARTICLE IV - MISCELLANEOUS

Section 4.1 The obligations of the Parties shall be binding on and inure to the benefit of their respective successors and assigns.

Section 4.2 A written waiver of a right, remedy or obligation under a provision of this Agreement will not constitute a waiver of the provision itself, a waiver of any succeeding right, remedy or obligation under the provision, or waiver of any other right, remedy, or obligation under this Agreement. Any delay or failure by a Party in enforcing any obligation or in exercising any right or remedy shall not operate as a waiver of it or affect that Party's right later to enforce the obligation or exercise the right or remedy, and a single or partial exercise of a right or remedy by a Party does not preclude any further exercise of it or the exercise of any other right or remedy of that Party.

Section 4.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Section 4.4 Every notice, consent or approval required or permitted under this Agreement shall be valid only if in writing, delivered personally or by mail, confirmed facsimile, or commercial courier, and sent by the sender to each other Party at its address or number below, or to such other address or number as each Party may designate by notice to the other Party. A validly given notice, consent or approval will be effective when received if delivered personally or by facsimile, or commercial courier, or certified mail with return receipt requested, postage prepaid.

If to KCP&L-GMO, to:

Vice President – Transmission Policy, Planning and Compliance
1201 Walnut, 21st Floor
Kansas City, Missouri 64106
Fax No. (816) 556-2924

If to SPP, to:

President
Southwest Power Pool, Inc.
415 North McKinley, Suite 140
Little Rock, Arkansas 72205-3020
Fax No. (501) 664-9553

Section 4.5 Upon the reasonable request of the other Party, each Party hereto agrees to take any and all such actions as are necessary or appropriate to give effect to the terms set forth in this Agreement and are not inconsistent with the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

KCP&L Greater Missouri Operations Company

By: _____
Richard A. Spring
Vice President – Transmission Policy,
Planning and Compliance

Southwest Power Pool, Inc.

By: _____
Nicholas A. (Nick) Brown
President and CEO