

Application for Rehearing

FORMAL COMPLAINT FORM #2

Attach extra pages as necessary.

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

FILED

SEP 11 2024

Missouri Public Service Commission

Merlon Jonee Ragland

 (Your name here)
 Complainant,
 v.
 EVERGY METRO, INC. d/b/a EVERGY

 MISSOURI METRO

 (Utility name here)
 Respondent,

File No.

(PSC file this in)

FORMAL COMPLAINT

1. Complainant resides at:

 (Address of complainant)

 (City) (State) (Zip Code)

2. The utility service complained of was received at:

a. Complainant's address listed in paragraph 1.

b. A different address:

 (Address where service is provided, if different from Complainant's address)

 (City) (State) (Zip Code)

3. Respondent's address is:

1200 Main Street
(Address of complainant)

Kansas City **Missouri** **64105**
(City) (State) (Zip Code)

4. Respondent is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. The amount at issue is: \$ 
(If your complaint is about money state how much is in dispute here.)

6. Complainant now requests the following relief:

(Explain what you want the Commission to do; the specific results you are seeking in this complaint.)

I want the Public Service Comission and Judge Kaorlin S. Walker to enforce the Default Judgement that was filed on May 29, 2024 and given EVERGY.

7. The relief requested is appropriate because Respondent has violated a statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek; the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)

EVERGY has violated the Federal and Missouri Constitution, Missouri Statues/Codes, Uniform Commercial Codes, US Securities and Exchange Commission, The relief that I'm seeking is legal/law for a person of my status to utilize bill of exchange for tender of payment.

8. The Complainant has taken the following steps to present this matter to the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

Mailed certified administrative fiduciary documents to Everav. Sent all defaulted documents to the IRS/ Treasury . Complaint opened with the Attorney General's Office and Public Service Commison.
Sent info to other governing/overseeing agencies.
Submitting documents to the Supreme Court of Missouri.

Date 7/20/2024

Complainant's Phone Number [Redacted]

Alternate Contact Number

Merton-Jones; Ragland
Signature of Complainant

Merton-Jones; Ragland
Complainant's Printed Full Name

[Redacted]

Attach additional pages, as necessary. Attach copies of any supporting documentation. Do not send originals of any supporting documentation.

Cont'd Formal Complaint Form

Violation of Laws Listed:

United States of America Constitution

Missouri Constitution

Pointing out Article 1 Section 2, 3 and 4

Missouri Statutes/Laws

400.3-301. Person entitled to enforce Instrument.

400.3-302. Holder, In due course.

400.3-306. Claims to an instrument

400.1-308. Performance or acceptance under reservation of rights.

400.3-308. Proof of signature and status as holder In due course.

400.3-419. Instrument signed for accommodation.

(EXTREMELY IMPORTANT) 400.3-420. CONVERSION OF INSTRUMENT.

400.4-211. When Bank gives value for purposes of holder In due course.

400.3-501 Presentment.

400.3-401. Signature.

400.3-402. Signature by representative.

400.4-201. Status of collecting bank as agent and provisional status of credits • applicability of article • item endorsed • pay any bank •.

400.4-204. Methods of sending and presenting • sending directly to pay or bank.

400.4-203. Effect of Instrn. 1C1ion1.

400.3-602. Payment.

400.3-603. Tender of payment.

400.3-605. Discharge of endorsers and accommodation parties.

400.4-105. Bank, Depository Bank, payor Bank - intermediary Bank, collecting bank, presenting bank.

400.4-106. Payable through or payable at bank • collecting bank.

400.3-601. Discharge and effect of discharge.

400.3-604 Discharge by cancellation or renunciation. Also, additional options when or if necessary

400.4-110 Electronic presentment

400.2a-501 Default-procedure


400.3-307 Notice of breach of fiduciary duty.

31 USC 3123 Payment of Obligations and interest on the public debt

18 USC 8 Obligation or other security of the United States

1. "I declare, certify, verify, or state under pain penalty of perjury that the foregoing is true and correct." Executed 13TH, day of June 2024.

Without Prejudice
Authorized Representative, Attorney-in-Fact,



Merlon- Jonee: Ragland, Affiant
Secured Creditor, Private Banker,
Authorized Representative

**AFFIDAVIT OF TRUTH
BILL OF EQUITY, EXCLUSIVE EQUITY, &
EQUITY IN LAW
EVERGY HAS BEEN PAID**

Merlon- Jonee: Ragland, TTE, Investor, Private
Banker
Plaintiff

EC-2024-0313

(Case I.D. Number)

-vs-

EVERGY Metro, Inc. d/b/a EVERGY Missouri
Metro
David Campbell, CEO

Kirkland B. Andrews, Geoffrey Ley, VP, CFO
Defendant

AFFIDAVIT

I, Merlon- Jonee: Ragland, of [REDACTED], in [REDACTED], [REDACTED], MAKE OATH AND SAY THAT:

1.

I, Merlon- Jonee of the House of Ragland, the undersigned affiant, a living woman upon the land of Missouri, and not a corporation or legal fiction, etc., born upon the land in the republic of Missouri on the 11th day of December 1965, declare that I am of majority and competent to state the matters set forth herein with first-hand knowledge of the facts and that they are true, correct, not misleading, and certain, admissible as evidence.

I am an Indigenous American, Chahta Washitaw Moor That I, Merlon Jonee Ragland, Am a Noble of the Al Moroccan Empire (North America) In Propria Persona (my own proper self); being Moorish American - a Descendant of the Ancient Moabites /Moors,

by Birthright, Freehold, Primogeniture and Inheritance; being Aboriginal and Indigenous to the Land /s (Amexem / Americas) Territorium of my Ancient Moabite /Moorish Fore-Mothers and Fore-Fathers - to wit: The Al Moroccan (American)

Continents - are the Land of the Moors; being North America, South America; Central America; including the adjoining Islands (Americana / Ameru / Al Moroc). I have, acknowledge, claim and possess, by said Inheritance and Primogeniture, the Freehold Status thereto; all Unalienable and Substantive Rights, to Be, to Enjoy, and to Act, distinct in my Aboriginal Customs and Culture; and determining my own political, social, and economic status of the State. Turning my heart and mind back to my Ancient Mothers and Fathers - Moors / Muurs, by Divine and Natural Right. Being Moorish American, we have and possess the internationally recognized Rights to determine our own 'Status of the State' absent of threat, coercion, or acquiescence to a Color-of-Law, a Color-of-Office, nor to be subjected to an imposed Color-of-Authority.

2. 1. On April 19, 2024, Merlon Jonee Ragland, complainant, agent, Investor, Trustee, Authorized Representative filed with the Missouri Public service Commission ("Commission") a formal complaint against EVERGY METRO, Inc. d/b/a EVERGY MISSOURI METRO
Merlon- Jonee: Ragland is the PRIVATE BANKER, TTE, POA, and Authorized Representative of MERLON JONEE RAGLAND TRUST,(Common Law, and Irrevocable) The Trust is not setup as a corporation, Limited Liability Company. It is a PRIVATE TRUST.
3. 2. Merlon Jonee Ragland, complainant, agent, Investor, Trustee, Authorized Representative am foreign to the US Corporation and have the right to utilize the Bill of Exchange Act in tendering the EVERGY bill (short for Bill of Exchange) because it becomes a cash instrument, which is legal tender. and Payment has been sent and is PAID according to legislation of law. 400.3-603 Tender of Payment,400.3-301 Person entitled to enforce instrument, 400.3.302 Holder in due course, and 400.3-501 Presentment.
All forms of payments are promissory notes. Tendering payment with federal reserve notes, checks, money orders, debit/credit. Checks and Money Orders are most times hand- written and are promissory notes. The way the instrument was endorsed it became a security or the 1099-A is a legal tax form that should be turned into the IRS.
Does the United States use the bill of exchange Act?
Yes, the United States uses bills of exchange act, which are negotiable instruments that are often used in international trade as an alternative to sight drafts. A bill of exchange is similar to an invoice that requires the buyer to pay a specific amount to the seller, either immediately or at a future date. The seller presents the bill to the buyer, who must sign it

for it to be valid.

The Federal Reserve Act, also known as Act Dec. 23, 1913, ch. 6, 38 Stat. 251, allows Federal Reserve banks to buy and sell bills of exchange, both domestic and foreign. The Board of Governors of the Federal Reserve System can also impose regulations on these activities.

The United States Code also includes 12 U.S. Code § 373, which covers the acceptance of bills of exchange drawn by foreign banks or US dependencies for dollar exchange. This section states that member banks can accept bills of exchange drawn on them, as long as they meet certain conditions.

It has nothing to do with their acceptance because this is the LAW!!! EVERGY did not return the securities, therefore the bill is PAID!!!!

EVERGY is governed by the Securities Exchange Commission, Securities Exchange Act 1934, The Electronic Trade Documents Act 2023 (ETDA), Uniform Commercial Codes, Missouri Statutes that surrounds Tender of Payment, Bill of Exchange Act of 1934, because EVERGY is a transferring paying agent. Corporation and a Publicly traded Corporation that has to follow all the laws, acts, bills, and statutes of operating in Commerce. The bill is PAID!!!! according to the congressional laws that govern them as a Corporation. When the bill was sent I created it into a security and sent to EVERGY, which made them the holder in due course and they should send to the Indentured Trustee for payment/credit. and send my portion to my bank /TDA Account (Monthly Dividend). EVERGY is a transferring agent for these security payment (sec.gov) in which they use my name, social security number, and have created an account number connected to my principal's name MERLON JONEE RAGLAND TRUST/ MERLON JONEE RAGLAND. **Exhibit # 1 (See Attachment)**

4. Rule 20 CSR 4240-13.015 (1)(V) as "cash, draft of good and sufficient funds, or electronic transfer.

Legally there is no "cash" what we call "cash" is a Federal Reserve Note (promissory note)

Federal Reserve Note

A Federal Reserve note, also known as a dollar bill, is a type of paper currency issued by the Federal Reserve Banks and used as legal tender in the United States. They are non-interest-bearing promissory notes that are payable to the bearer on demand and come in denominations ranging from \$1 to \$10,000.

Draft of Good

Drafting a legal document (promissory note, check, money order, security) is a skill that can be achieved only through a lot of practice. Drafting itself means the process of writing a legal document either by pen and paper or by using a computer, laptop or other

electronic devices, but the goal of a draft should focus on being accurate, concise and to the point when it comes to legal principles and the facts that are related or relevant to the particular situation or issue for which the draft is being prepared.

Sufficient funds means such amounts as are sufficient to pay the principal of and premium, if any, and interest, due on the Notes(Promissory Notes) on the stated maturity date or on a redemption date, if applicable.

EVERGY'S bill meets the definition of a negotiable instrument. It was registered in my name and mailed directly to me and I am entitled to enforce the instrument.

I am an Indigenous American, Chahta Washitaw Moor and I am protected by the Supreme Law of the Land, The Constitution, as being the Organic Trust for the Sovereign People, which are the beneficiaries of that TRUST. There is no CORPORATION above the United States Constitution. It governs all events/commerce/business in this Republican Nation.

Article IV

Section. 4.

The United States shall guarantee to every State in this Union a Republican Form of Government,

United States of America Constitution

Article. IV.

Section. 1.

Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

Article. VI.

All Debts contracted and Engagements entered into, before the Adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

When a bill is passed in identical form by both the Senate and the House, it is sent to the president for his signature. If the president signs the bill, it becomes a law. Laws are also known as Acts of Congress.

5. In light of the holding of Guaranty Trust Company vs. Henwood, 307 U.S. 247 (1939), a Federal US court of appeals ruled on Title 31 USC 5118. As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tenders are not in circulation at par with promises to pay credit. Requirement of repayment of debt is against Public Policy, since legal tender was not loaned [nor in circulation] they can not demand payment in any [particular] form of coin or currency or legal tender and repayment [or payment] need only be made in equivalent kind; A negotiable instrument. EVERGY has been PAID.

6. 31usc 3123

(a)The faith of the United States Government is pledged to pay, in legal tender, principal and interest on the obligations of the Government issued under this chapter.

(b)The Secretary of the Treasury shall pay interest due or accrued on the public debt. As the Secretary considers expedient, the Secretary may pay in advance interest on the public debt by a period of not more than one year, with or without a rebate of interest on the coupons.

7. Corporations are generally subject to the laws and regulations set forth in the United States Constitution, just like any other entity or individual. However, there may be specific laws and regulations that apply specifically to corporations based on their type of business or industry. It's important for corporations to comply with both the Constitution and any relevant laws and regulations to operate legally within the United States.

Yes, corporations are required to follow laws adopted by Congress, as well as any other laws and regulations that apply to their specific industry or business. Congress has the authority to pass laws that govern various aspects of corporate behavior, such as tax laws, antitrust laws, and regulations related to consumer protection and environmental standards. It is important corporations to comply with all applicable laws to operate legally and ethically.

Utility companies are typically regulated by the Securities and Exchange Commission (SEC) and are subject to the Securities Act of 1933 and the Securities Exchange Act of 1934. These acts require companies to provide accurate and transparent information to investors and the public when issuing securities.

As for the Bill of Exchange Act, this primarily deals with negotiable instruments such as checks, promissory notes, and bills of exchange used in commercial transactions. While utility companies may not be directly in these types of transactions, they are still required

to comply with any relevant laws and regulations that apply to business operations.

Non-Citizen National: A person born in an outlying possession of the U.S. (e.g., American Samoa or Swain's Island) on or after the date the U.S. acquired the possession, or a person whose parents are U.S. non-citizen nationals. All U.S. citizens are U.S. nationals; however, not every U.S. national is a U.S. citizen.

Title 18, Part 1, Chapter 13 §241 of United States Codes of Law:

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, commonwealth, Possession, or district in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or Laws of the United States, or because of his having so exercised the same; or...

If two or more persons go in disguise on the highway, or on the premises of another, with the intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured -

They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section, or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

Title 18, Part 1, Chapter 13 §242 of United States Codes of Law:

Whoever, under 'color' of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or Laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, that are prescribed for the citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section, or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years or for life, or both, or may be sentenced to death.

Therefore, in preservation of 'The Rights of Indigenous Peoples' and the Preservation

of the Rights of the People, in accord and defence of the Constitution for the United States Republic of North America and its Republican Form of Government - being the 'Supreme Law of the Land'; and primal to the contractual liabilities, Oath - bound Obligations, and Fiduciary Duties of the Officers of the Courts - Federal, State, City, and Municipal, etc., I hereby, Demand the enforcement of the De jure Laws of the United States, and all Treaties made under the Authority of The United States, in accord with Article VI of the Constitution; The Bill of Rights; The Declaration of the Rights of the Child; The Rights of Indigenous Peoples; The Universal Declaration of Human Rights; The United Nations Charter, Article 55(c); The United States Supreme Court - 'Acts of State'; The Foreign Sovereign Immunities Act 28 USC 1601; et Sequa., The Convention on 'International Road Traffic'—Day 19, September 1949, The World Court Decisions, The Hague, Netherlands, Day 21, January 1958 A.D = 1378 M.C.; and "Executive Order 13107" - United States Republic, North America: The Implementation of Human Rights Treaties; The National Constitution for the Continental United States, Article III, Section 2; Amendment V - Liberty Clause; Amendment IX, etc., etc. I hereby, Demand a Dismissal of any and all unconstitutional sanctions, claims, or other warrants or charges made or issued, which are devoid of true identity personages; a denial of 'Due Process' of a 'Trial' by a Jury of my own National Peers; or absent of a verified and lawful Indictment, sanctioned by an assembled Grand Jury; and that I be availed all lawful Constitutional - secured safeguards, established by the Supreme Law; with documented proper Jurisdiction and Venue confirmed and in place.

Wherefore all parties of interest are Authorized by this Writ, pursuant to National and International Law, to honor all Substantive Rights and Constitutional Immunities reserved for, and to, this Aboriginal / Indigenous Free and Sovereign Moor / Muur*. All Officials are to enlist all available and appropriate measures to ensure, and assure, that all My Substantive Rights and Constitutionally - secured Rights and Immunities are not violated, not breached, nor abridged. The Sovereign, Natural Being, named herein, is not to be Arrested nor held for Detention under any 'colorable' circumstances! You are to notify the active Ministers of the Aboriginal / Indigenous Moorish Nationals of the Territory (Organic Land). The Natural Person named herein is NON-OBLIGATORY and thus Exempt from Customs, Tariffs, Taxation, 'Owner in Fee' permit-deception Constructs, and from any other hindrance or restriction of His or Her Freedoms, Allodial Properties, Compensations, Rights of Travel, or Freedom of Movement on, in, or within, any member or non-member States of the United States Union, etc. The Moor / Muur (bearer of this Indigenous Peoples' Document) is to be treated with all due Respect and 'Due Process' Rights under the Law. All available and appropriate measures are to be taken to prevent injustice, harm, false arrest, trumped-up charges, or attack on the

Natural Being's Person, Property, Personalty, Conveyances, Freedoms, and / or Dignity.

Explicit Reservation and use of 'All Rights Reserved Without Prejudice' U.C.C. 1-207 / 308, U.C.C. 1-103, is Noted To All Federal, State, City, and Municipal Peace Officers; in harmony with State's Statutes, and indicates the Reservation of My Rights. Whereby I may Reserve My Substantive Rights and Constitutional - secured Rights and Immunities to 'NOT' be Compelled to perform under any Contracts or Agreements that I have not entered into knowingly, voluntarily, willingly, or unintentionally. I do not accept any actual or implied 'Liabilities' associated with any 'COMPELLED - BENEFITS' of any 'unrevealed' or deceptively-imposed commercial contracts. I, furthermore, do not sanction any 'unconstitutional' rules or policies, nor acts of Misprision committed by any U.S. Government or State Officials, at any level, claimed by any of them, in the name of the United States Republic, nor do I assent to any implied colorable policies made by alleged representatives, as being sanctioned by the People and Citizens. Consider any formerly-assumed constructs alleged to be related to me as being misrepresentations and thusly 'Cured' forthwith. Let it be known...:

Represent means to 'Depict' to 'Portray', to 'Symbolize' and to 'Stand for'. Let it be known that the Union States Society 'Bar Association' Lawyers, Esquires, and Attorneys of European Colonial descent, and foreign corporation, cannot depict, portray or symbolize a Free Moor; as they are not of the same Nation Jurisdiction, Customs, or National Peers; and cannot sit in judgment of any Free Moor (Acts of State). Europeans are not Indigenes to the Land (Americas) - Moors are Aboriginal! Union States Lawyers and Attorneys operate in Demo - political format, which is contrary to Article IV, Section 4 of the Constitution for the United States. Moors operate in a Republican Form of Government, conjoined with Isonomi Principles - being in harmony with the Constitution. Moors respect Constitution Principles. The unconstitutional Tribunals operating under the Union States Society conflicts with, and is repugnant to, "Due Process" under Constitution Principles, and functions primarily in 'colorable' procedures. Therefore, no 'Fair', 'Just' trial, or remedy is availed to the Natural Peoples of the Land, through such 'colorable' processes! These violating acts constitute a 'Conflict of Interest', a 'Conflict of Law' and clearly establishes the 'Federal Questions' of 'Diversity of Citizenship'; a Conflict of Identity; and of Nationality etc. Thus, a clear 'Averment of Jurisdiction' is also hereby proclaimed and advanced. Only Moors can 'Present' and 'Depict' themselves as being Moors / Al Moroccans, and Aboriginal /Indigenes of the Land! Thus, only Moors can 'Present' 'Self'!

I, Merlon- Jonee: Ragland, A real, live flesh and blood, breathing, non-fictional, and Natural Being, born of a natural Mother, do solemnly, sincerely, and squarely Affirm that the foregoing facts contained in this Constructive and Actual Judicial Notice and Proclamation, by Affirmed Affidavit, are true, to the best of my knowledge, Culture, Customs and Beliefs; being actual, correct, not misleading, etc.; and being the Truth, the whole Truth, and nothing but the Truth.

Hibu (Love), Haqq (Truth), Salaam (Peace), Hurryatun (Freedom), Adl (Justice),

All Rights Reserved Without Prejudice / Recourse; Allodial Claim.

I am Merlon- Jonee: Ragland Natural Person - In Propria Persona - Authorized Representative; All Rights Reserved

Aboriginal / Indigenous, free Sovereign Moor - Natural Person of the Land; 'In Propria Persona' (Not Pro Se Nor Colorable)

*Moors / Muurs: The Aboriginal and Indigenous Natural Peoples and True Inheritors of the Lands (Territories) - North America, Central America, South America, and the Adjoining Islands
Al Moroc / Ameru / Americana)

By Special Appearance, in Honor, the Divine Being, Your Free National Appellation Here, Affirms that He / She is the Natural Person / Divine Being herein named, existing in His / Her own Proper Person; meeting the 'law of evidence' as required and defined in 'Identity'; affirmed by Lawful, Substantive Right; by Birthright; and respectively acknowledged - being lawfully qualified and competent to execute this Document. I therefore place my hand and seal thereto.

8. "I declare (or certify, verify, or state) under pain penalty of perjury that the foregoing is true and correct. Executed on June 13, 2024.

Done in Good Faith,

Merlon- Jonee: Ragland.

Affidavit

Page 10 of 10

STATE OF [REDACTED]

COUNTY (OR CITY) OF [REDACTED]

SUBSCRIBED AND SWORN TO BEFORE

ME, on the 13th day of July, 2024

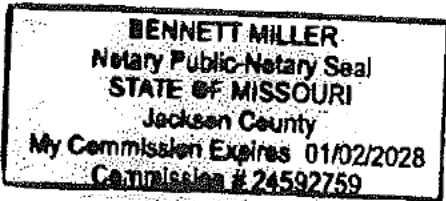
Signature Bennett Miller

(Seal)

NOTARY PUBLIC

My Commission expires:

01/02/2028



Merlon-Jonee Ragland
(Signature)

Merlon- Jonee: Ragland

EXHIBIT A

EXHIBIT #1

[FORM OF FACE OF NOTE]

[INCLUDE FOLLOWING LEGEND IF A GLOBAL NOTE]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, 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 HEREUNDER 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 INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

[INCLUDE FOLLOWING LEGEND IF A RESTRICTED SECURITY]

[THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

(2) AGREES FOR THE BENEFIT OF EVERGY, INC. (THE "COMPANY") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT;

A-1

How the Securities are Processed

Bill of Exchange (Bill), Note, Security
Indentured Trustee take/deliver to Bank

(C) TO A PERSON REASONABLY BELIEVED TO BE A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.]

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF EVERGY, INC. OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF EVERGY, INC. DURING THE IMMEDIATELY PRECEDING THREE MONTHS MAY PURCHASE, OTHERWISE ACQUIRE OR HOLD THIS SECURITY OR A BENEFICIAL INTEREST HEREIN.

2

Evergy, Inc.

4.50% Convertible Note due 2027

No. []

[Initially]¹ \$[]

CUSIP No. []

Evergy, Inc., a corporation duly organized and validly existing under the laws of the State of Missouri (the "Company," which term includes any successor corporation or other entity under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.]² []³, or registered assigns, the principal sum [as set forth in the "Schedule of Increases and Decreases in Global Note" attached hereto]⁴ [of \$[]]⁵, which amount, taken together with the principal amounts of all other outstanding Notes, shall not, unless permitted by the Indenture, exceed \$1,400,000,000 in aggregate at any time, in accordance with the rules and procedures of the Depository, on December 15, 2027, and interest thereon as set forth below.

This Note shall bear interest at the rate of 4.50% per year from December 7, 2023, or from the most recent date to which interest had been paid or provided for to, but excluding, the next scheduled Interest Payment Date until December 15, 2027. Interest is payable semi-annually in arrears on each June 15 and December 15, commencing on June 15, 2024, to Holders of record at the close of business on the preceding June 1 and December 1 (whether or not such day is a Business Day), respectively. Additional Interest will be payable as set forth in Section 4.06(d), Section 4.06(e) and Section 6.03 of the within-mentioned Indenture, and any reference to interest on, or in respect of, any Note therein shall be deemed to include Additional Interest if, in such context, Additional Interest is, was or would be payable pursuant to any of such Section 4.06(d), Section 4.06(e) or Section 6.03, and any express mention of the payment of Additional Interest in any provision therein shall not be construed as excluding Additional Interest in those provisions thereof where such express mention is not made.

Any Defaulted Amounts shall accrue interest per annum at the rate borne by the Notes, subject to the enforceability thereof under applicable law, from, and including, the relevant payment date to, but excluding, the date on which such Defaulted Amounts shall have been paid by the Company, at its election, in accordance with Section 2.03(c) of the Indenture.

The Company shall pay or cause the Paying Agent to pay by wire transfer the principal of and interest on this Note, if and so long as such Note is a Global Note, in immediately available funds to the Depository or its nominee, as the case may be, as the registered Holder of such Note. As provided in and subject to the provisions of the Indenture, the Company shall pay or cause the Paying Agent to pay the principal of any Notes (other than Notes that are Global Notes) at the

- ¹ Include if a global note.
- ² Include if a global note.
- ³ Include if a physical note.
- ⁴ Include if a global note.
- ⁵ Include if a physical note.

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office or agency designated by the Company for that purpose. The Company has initially designated the Trustee as its Paying Agent and Note Registrar in respect of the Notes and its agency in the continental United States of America, as a place where Notes may be presented for payment or for registration of transfer and exchange.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Note the right to convert this Note into cash and shares of Common Stock, if any, on the terms and subject to the limitations set forth in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note, and any claim, controversy or dispute arising under or related to this Note, shall be construed in accordance with and governed by the laws of the State of New York (without regard to the conflicts of laws provisions thereof).

In the case of any conflict between this Note and the Indenture, the provisions of the Indenture shall control and govern.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed manually or electronically by the Trustee or a duly authorized authenticating agent under the Indenture.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

EVERGY, INC.

By: _____
Name:
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee, certifies that this is one of the Notes described
in the within-named Indenture.

By: _____
Authorized Officer

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[FORM OF REVERSE OF NOTE]

Evergy, Inc.
4.50% Convertible Note due 2027

This Note is one of a duly authorized issue of Notes of the Company, designated as its 4.50% Convertible Notes due 2027 (the "Notes"), initially limited to the aggregate principal amount of \$1,400,000,000 all issued or to be issued under and pursuant to an Indenture dated as of December 7, 2023 (the "Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Notes. Additional Notes may be issued in an unlimited aggregate principal amount in accordance with the Indenture. Capitalized terms used in this Note and not defined in this Note shall have the respective meanings set forth in the Indenture.

In case certain Events of Default shall have occurred and be continuing, the principal of, and interest on, all Notes may be declared, by either the Trustee or Holders of at least 25% in aggregate principal amount of Notes then outstanding, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions and certain exceptions set forth in the Indenture.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price on the Fundamental Change Repurchase Date and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Note to a Paying Agent to collect such payments in respect of the Note. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Notes, and in certain other circumstances, with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures modifying the terms of the Indenture and the Notes as described therein. It is also provided in the Indenture that, subject to certain exceptions, the Holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the Holders of all of the Notes waive certain past Defaults or Events of Default under the Indenture and the consequences thereof.

Each Holder shall have the right to receive payment or delivery, as the case may be, of (x) the principal (including the Fundamental Change Repurchase Price, if applicable) of, (y) accrued and unpaid interest, if any, on, and (z) the consideration due upon conversion of, this Note at the place, at the respective times, at the rate and in the lawful money or shares of Common Stock, as the case may be, herein prescribed.

The Notes are issuable in registered form without coupons in denominations of \$1,000 principal amount and integral multiples of \$1,000 in excess thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations, without payment of any service charge but, if required by the Company or Trustee, with payment of a sum sufficient to cover any transfer or similar tax that may be imposed in connection therewith as a result of the name of the Holder of the new Notes issued upon such exchange of Notes being different from the name of the Holder of the old Notes surrendered for such exchange.

The Notes are not subject to redemption through the operation of any sinking fund or otherwise.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes or any portion thereof (in principal amounts of \$1,000 or integral multiples thereof) surrendered for repurchase in accordance with the Indenture on the Fundamental Change Repurchase Date at a price equal to the Fundamental Change Repurchase Price.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, during certain periods and upon the occurrence of certain conditions specified in the Indenture, prior to the close of business on the Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof that is \$1,000 or an integral multiple thereof, into cash and shares of Common Stock, if any, at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture.

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM = as tenants in common

UNIF GIFT MIN ACT = Uniform Gifts to Minors Act

CUST = Custodian

TEN ENT - as tenants by the entireties

JT TEN = joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

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SCHEDULE OF INCREASES AND DECREASES IN GLOBAL NOTES

Evergy, Inc.
4.50% Convertible Notes due 2027

The initial principal amount of this Global Note is _____ DOLLARS (\$[_____]). The following increases or decreases in this Global Note have been made:

<u>Date of increase or decrease</u>	<u>Amount of decrease in principal amount of this Global Note</u>	<u>Amount of increase in principal amount of this Global Note</u>	<u>Principal amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee or Custodian</u>
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⁶ Include if a global note.

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[FORM OF NOTICE OF CONVERSION FOR PHYSICAL NOTES]

To: The Bank of New York Mellon Trust Company, N.A.
240 Greenwich Street, Floor 7E
New York, New York 10286
Attention: Corporate Trust Administration

The undersigned registered owner of this Note hereby exercises the option to convert this Note, or the portion hereof (that is \$1,000 principal amount or an integral multiple thereof) below designated, into cash and shares of Common Stock, if any, in accordance with the terms of the Indenture referred to in this Note, and directs that any cash payable and any shares of Common Stock issuable and deliverable upon such conversion, together with any cash for any fractional share, and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. If any shares of Common Stock or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any in accordance with Section 14.02(d) and Section 14.02(e) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Dated: _____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if shares of Common Stock are to be issued, or

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Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)
Please print name and address

Principal amount to be converted (if less than all):
\$_____,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Social Security or Other Taxpayer
Identification Number

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[FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE FOR PHYSICAL NOTES]

To: The Bank of New York Mellon Trust Company, N.A.
240 Greenwich Street, Floor 7E
New York, New York 10286
Attention: Corporate Trust Administration

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Evergy, Inc. (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the registered Holder hereof in accordance with Section 15.02 of the Indenture referred to in this Note (1) the entire principal amount of this Note, or the portion thereof (that is \$1,000 principal amount or an integral multiple thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, if any, thereon to, but excluding, such Fundamental Change Repurchase Date. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

The certificate numbers of the Notes to be repurchased are as set forth below:

Dated: _____

Signature(s)

Social Security or Other Taxpayer
Identification Number

Principal amount to be repaid (if less than all): \$ _____,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

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[FORM OF ASSIGNMENT AND TRANSFER]

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert social security or Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the within Note occurring prior to the Resale Restriction Termination Date, as defined in the Indenture governing such Note, the undersigned confirms that such Note is being transferred:

- To Evergy, Inc. or a subsidiary thereof; or
- Pursuant to a registration statement that has become or been declared effective under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended, or any other available exemption from the registration requirements of the Securities Act of 1933, as amended.

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Dated: _____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if Notes are to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the assignment must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

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THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee, Conversion Agent, Paying
Agent and Note Registrar

By: /s/ Ann M. Dolezal

Name: Ann M. Dolezal

Title: Vice President

[Signature Page to Indenture]

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