

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

Great Plains Energy Incorporated)	
)	
Westar Energy, Inc.)	Docket No. EC17-__-000

**JOINT APPLICATION FOR AUTHORIZATION OF
DISPOSITION OF JURISDICTIONAL ASSETS
AND MERGER PURSUANT TO SECTION 203
OF THE FEDERAL POWER ACT**

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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 submit this application (“Application”) seeking all prior authorizations necessary to complete the merger transaction described in more detail in Part III of this Application (the “Proposed Transaction”), in which the Applicants will merge to form a new holding company that will operate the present Commission-jurisdictional public utilities and other affiliates of Great Plains Energy and Westar.

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

² 18 C.F.R. pt. 33 (2017).

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 Proposed 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.

I. INTRODUCTION

On July 10, 2017, the Applicants entered into an agreement pursuant to which the Applicants will form a new holding company as part of a stock-for-stock merger of equals.⁴ The Proposed Transaction will involve no premium paid or received with respect to either Great Plains Energy or Westar, no transaction debt and no exchange of cash. The Proposed Transaction will create a combined company serving nearly 1.6 million customers across Kansas and Missouri. It is expected to provide a number of public interest benefits, including the following:

- creation of a financially stronger Midwestern utility company with a strong balance sheet and improved free cash flows that will enable the company to pursue growth opportunities including investments in additional renewables and transmission assets;
- 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; and
- creation of a more diversified generation portfolio with a larger geographic footprint that is expected to create significant cost savings and net operating efficiencies.

In addition to providing these benefits, the Proposed 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

⁴ On July 11, 2016, Applicants submitted a request for Commission authorization pursuant to Section 203 of the FPA for a merger and disposition of assets by which Great Plains Energy proposed to acquire Westar in Docket No. EC16-146-000 (“2016 Transaction”). By order issued April 19, 2017, the Kansas Corporation Commission (“KCC”) rejected the 2016 Transaction. On July 20, 2017, following announcement of the Proposed Transaction, the Applicants submitted a Notice of Withdrawal for the application submitted in Docket No. EC16-146-000 seeking authorization for the 2016 Transaction. The Proposed Transaction involves the same Applicants as the 2016 Transaction but varies in some aspects that the Applicants anticipate may be material to the Commission’s review of the Proposed Transaction. Accordingly, the Applicants respectfully submit the request for authorization for the Proposed Transaction in this new proceeding.

Proposed 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 Proposed 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. Specifically, (1) the Applicants are making hold harmless rate commitments that are as protective or more protective as other commitments the Commission has found to address any concerns regarding the potential impact of a merger on rates; (2) the Proposed Transaction has no effect on the jurisdiction either of this Commission or of any state utility commission; and (3) the Proposed Transaction raises no cross-subsidization issues.

Consequently, the Commission should find that the Proposed Transaction is consistent with the public interest and authorize the Proposed Transaction without conducting an evidentiary hearing on or before January 5, 2018.

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 ticker 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.

Neither Great Plains Energy nor any of its public utility subsidiaries own or control any intrastate natural gas or storage assets, nor do they own or control any physical coal supplies or control who may access transportation of coal supplies.

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 with its principal office in Kansas City, 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.⁵ KCP&L owns or controls, through long-term power purchase agreements, more than 5,400 MW of electric generation capacity. KCP&L serves more than 530,000 customers in its franchised territories located in Missouri and Kansas, and is subject to state regulation by the Missouri Public Service Commission (“MoPSC”) and the Kansas Corporation Commission (“KCC”). KCP&L is a transmission-owning 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

⁵ 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) (unpublished 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) (unpublished letter order accepting change in status filing to reflect additional generation capacity).

KCP&L's transmission facilities is provided pursuant to the SPP Open Access Transmission Tariff ("OATT").⁶

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.⁷ 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 owns or controls, through long-term power purchase agreements, more than 2,400 MW of electric generation capacity and is a transmission-owning 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 transmission facilities is provided

⁶ KCP&L does not maintain its own OATT and open access transmission service over KCP&L's transmission facilities is provided exclusively pursuant to the SPP OATT. *See Kansas City Power & Light Co.*, Docket No. ER17-72-000 (Nov. 16, 2016) (unpublished letter order).

⁷ *Great Plains Energy Inc.*, 121 FERC ¶ 61,069 (2007), *order denying reh'g*, 122 FERC ¶ 61,177 (2008).

pursuant to the SPP OATT.⁸ GMO has been granted authority to make wholesale sales of electric energy, capacity and certain ancillary services at market-based rates.⁹ GMO is subject to state regulation by the MoPSC.

3. Transource Energy, LLC

GPE Transmission Holding Company, LLC (“GPEHoldco”), a wholly-owned, direct subsidiary of Great Plains Energy, owns 13.5% of Transource, and AEP Transmission Holding Company, LLC (“AEPHoldco”), a wholly-owned subsidiary of AEP, owns 86.5% of Transource. Transource is headquartered in Columbus, Ohio with offices in Kansas City, Missouri, Tulsa, Oklahoma and Dallas, Texas. Transource directly holds ten wholly-owned subsidiaries and one partially-owned subsidiary organized to construct, finance, own and operate, and maintain the assets of competitive transmission projects.¹⁰

⁸ GMO does not maintain its own OATT and open access transmission service over GMO’s transmission facilities is provided exclusively pursuant to the SPP OATT. *See KCP&L Greater Missouri Operations Co.*, Docket No. ER17-70-000 (Nov. 16, 2016) (unpublished letter order).

⁹ 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) (unpublished letter order accepting change in status filing); *Kansas City Power & Light Co.*, Docket Nos. ER10-2074-005, *et al.* (Dec. 31, 2015) (unpublished letter order accepting updated triennial market power analysis for the SPP region); *Kansas City Power & Light Co., et al.*, Docket Nos. ER10-2074-006, *et al.* (Feb. 3, 2016) (unpublished letter order accepting change in status filing to reflect additional generation capacity).

¹⁰ In addition to the six Transource subsidiaries described herein, Transource directly holds the following wholly-owned subsidiaries: Transource Indiana, LLC, a limited liability company organized under the laws of Indiana, Transource Kentucky, LLC, Transource Projectco, LLC and Transource New York, LLC, each of which is a limited liability company organized under the laws of the State of Delaware. Transource holds 50% interest in Golden State Transmission, LLC, a limited liability company organized under the laws of Delaware for developing transmission projects in California with Edison International, an unaffiliated entity, owning the remaining 50% interest. Transource also holds as an indirect wholly-owned subsidiary Transource New York Land Company, Inc., a corporation organized under the laws of the State of New York to support Transource’s construction and ownership of transmission facilities in the state of New York. These subsidiary entities do not currently own or operate any generation or transmission assets, do not have rates or tariffs on file with the Commission and are therefore not described in detail herein.

(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. Transource Missouri owns the Iatan-Nashua Project, a 31 mile 345 kV transmission line located in northwest Missouri and placed into service April 8, 2015. Transource Missouri also owns the Missouri portion of the Sibley-Nebraska City Project consisting of 135 miles of 345 kV transmission line and associated substation assets located in northwest Missouri and placed into service December 15, 2016. Transource Missouri is a member of SPP and has transferred functional control of its facilities to SPP. The Commission has accepted Transource Missouri’s formula transmission rates to recover its revenue requirements through the SPP OATT.¹¹

(b) 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 is currently developing the Thorofare Area Project, a 23-mile 138 kV transmission line and associated substations located in West Virginia. The Project was selected by PJM Interconnection, L.L.C. (“PJM”) as a reliability project and is expected to be placed into service in mid-2019.¹² Once the project is placed into service, Transource West Virginia will execute the PJM Consolidated Transmission Owners Agreement and transfer the functional control of its facilities to PJM. The Commission has accepted

¹¹ See *Transource Missouri, LLC*, 141 FERC ¶ 61,075 (2012), *order accepting uncontested settlement*, 143 FERC ¶ 61,104 (2013).

¹² PJM awarded Transource West Virginia the Thorofare Project, which consisted 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). The project was subsequently modified through application of a certificate of convenience and necessity from the Public Service Commission of West Virginia, Case No. 15-1870-E-CN, resulting in the project scope expanding to include an additional substation location and approximately eight additional line miles.

Transource West Virginia's formula transmission rate to allow recovery of its revenue requirements through the PJM OATT.¹³

(c) 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 transmission projects located in Kansas that are identified within SPP's regional planning process. Transource Kansas will become a member of SPP and transfer functional control of its facilities to SPP should it be awarded a competitive transmission project.

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 revenue requirements through the SPP OATT.¹⁴

(d) 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

¹³ See *Transource West Virginia, LLC*, 152 FERC ¶ 61,180 (2015), *order accepting contested settlement*, 157 FERC ¶ 61,181 (2016).

¹⁴ See *Transource Kansas, LLC*, 151 FERC ¶ 61,010 (2015); *Transource Kansas, LLC*, Docket No. ER15-958-000 (July 7, 2016) (unpublished letter order accepting uncontested settlement). The formula transmission rate accepted by the Commission is not being challenged as applied to Transource Kansas, but the KCC is challenging on appeal at the U.S. Court of Appeals for the District of Columbia Circuit ("D.C. Circuit") the Commission's acceptance that yet-to-be-formed state structured affiliates of Transource Kansas within the SPP region may recover their costs by replicating the formula transmission rate accepted by the Commission for Transource Kansas. That case, Case No. 16-1093, has been consolidated by the D.C. Circuit with Case No. 16-1164, in which the KCC is also challenging a similar Commission ruling that yet-to-be-formed affiliates of Kanstar Transmission, LLC may recover their costs using the same cost-of-service formula transmission rate accepted for Kanstar Transmission, LLC. That consolidated case remains pending at this time before the D.C. Circuit.

new competitive transmission projects located in Wisconsin identified within the Midcontinent Independent System Operator, Inc. (“MISO”) regional planning process. Transource Wisconsin will become a member of MISO and transfer functional control of its facilities to MISO should it be awarded a competitive transmission project. Transource Wisconsin does not currently own or operate any generation or transmission assets. The Commission has accepted Transource Wisconsin’s formula transmission rate to allow recovery of its revenue requirements through the MISO Open Access Transmission, Energy and Operating Reserves Markets Tariff (“MISO Tariff”).¹⁵

(e) Transource Pennsylvania, LLC

Transource Pennsylvania, LLC (“Transource Pennsylvania”) 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 Pennsylvania, along with Transource Maryland, LLC (“Transource Maryland”) are currently developing the Independence Energy Connection Project, consisting of one 27-mile 230 kV double-circuit transmission line, one 15-mile 230 kV double-circuit transmission line and associated substations located in Pennsylvania and Maryland. The Project was selected by PJM as a market efficiency solution to mitigate energy congestion for the region and is expected to be placed into service in mid-2020. Once the project is placed into service, Transource Pennsylvania will execute the PJM Consolidated Transmission Owners Agreement and transfer functional control of its facilities to PJM. The Commission has accepted and

¹⁵ *Transource Wisconsin, LLC*, 155 FERC ¶ 61,302 (2016); *Transource Wisconsin, LLC*, 157 FERC ¶ 61,087 (2016) (accepting revisions to formula rate template); *Transource Wisconsin, LLC*, Docket No. ER15-13-007 (Jan. 17, 2017) (unpublished letter order accepting revisions to formula rate protocols). 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 Tariff. *Transource Wisconsin, LLC*, 155 FERC ¶ 61,302 at P 3 (2016). 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).

suspended Transource Pennsylvania's formula transmission rate to allow recovery of its revenue requirements through the PJM OATT, subject to refund and hearing and settlement judge proceedings.¹⁶

(f) Transource Maryland, LLC

Transource Maryland is a public utility within the meaning of the FPA and is a limited liability company organized under the laws of the State of Maryland. As referenced above, Transource Maryland and Transource Pennsylvania are currently developing the Independence Energy Connection Project, consisting of one 27-mile 230 kV double-circuit transmission line, one 15-mile 230 kV double-circuit transmission line and associated substations located in Pennsylvania and Maryland. The Project was selected by PJM as a market efficiency solution to mitigate energy congestion for the region and is expected to be placed into service in mid-2020. Once the project is placed into service, Transource Maryland will execute the PJM Consolidated Transmission Owners Agreement and transfer functional control of its facilities to PJM. The Commission has accepted and suspended Transource Maryland's formula transmission rate to allow recovery of its revenue requirements through the PJM OATT, subject to refund and hearing and settlement judge proceedings.¹⁷

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"), owns or controls, through long-term power purchase agreements, more than 8,000 MW of electric generation

¹⁶ See *PJM Interconnection, LLC*, 158 FERC ¶ 61,089 (2017).

¹⁷ See *id.*

capacity.¹⁸ Westar, including KG&E, operates and coordinates approximately 30,000 miles of electric distribution and transmission lines, and provides retail and wholesale electric service to approximately 702,000 customers. Westar's and KG&E'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. The Westar and KG&E 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.¹⁹ While Westar has an OATT on file with the Commission,²⁰ 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/or ancillary services at market based rates.²¹ Westar has a Full Requirements Electric Service Tariff on file with the Commission.²²

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.

¹⁸ Westar provides energy management services under various energy management agreements. None of these contractual arrangements confers control of generating facilities to Westar.

¹⁹ See *Westar Energy, Inc.*, 153 FERC ¶ 61,143 (2015) (accepting SPP compliance filing to Westar formula rate); see also *Southwest Power Pool, Inc.*, Docket No. ER16-1544-000 (Jul. 28, 2016) (unpublished letter order).

²⁰ Westar's OATT is designated Westar, FERC Electric Tariff, Vol. No. 5.

²¹ 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).

²² 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).

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.²³

2. Prairie Wind Transmission, LLC

Westar owns a 50% undivided interest in Prairie Wind Transmission, LLC (“Prairie Wind”),²⁴ 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 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.²⁵

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

Westar indirectly owns a 50% undivided interest in MPT Heartland Development, LLC,²⁶ 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

²³ See *Westar Generating, Inc.*, Docket No. ER13-1210, *et al.*, (Jan. 13, 2014) (unpublished letter order).

²⁴ Prairie Wind is a joint venture between Westar and Electric Transmission America, LLC.

²⁵ 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).

²⁶ MPT Heartland Development, LLC is a joint venture between BHE Southwest Transmission Holdings, LLC and Westar Transmission, LLC.

any generation or transmission assets. The Commission has accepted Kanstar's formula transmission rate 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.²⁷

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,²⁸ 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.²⁹

III. DESCRIPTION OF THE PROPOSED TRANSACTION

The terms and conditions of the Proposed Transaction are set forth in the Amended and Restated Agreement and Plan of Merger ("Merger Agreement"), dated as of July 9, 2017, by and

²⁷ 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. See *Kanstar Transmission, LLC*, 152 FERC ¶ 61,209 at PP 1-2 (2015). As referenced above, the KCC has filed a petition for review with the D.C. Circuit in a consolidated case, Case Nos. 16-1093 and 16-1164, challenging the Commission's acceptance that yet-to-be-formed state structured affiliates of Kanstar within the SPP region may recover their costs through replicating the formula transmission rate accepted by the Commission for Kanstar.

²⁸ Midwest Power Midcontinent Transmission Development, LLC is jointly and equally owned by Westar Transmission, LLC and BHE Midcontinent Transmission Holdings, LLC.

²⁹ 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.

among Westar, Great Plains Energy, Monarch Energy Holding, Inc. (“Holdco”), a newly-created Missouri corporation³⁰ and King Energy, Inc. (“Merger Sub”), a Kansas corporation and wholly owned subsidiary of Holdco. 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 Proposed Transaction, Great Plains Energy will merge with and into Holdco with Holdco continuing as the surviving corporation, and the separate existence of Great Plains Energy will cease. Merger Sub will merge with and into Westar, with Westar continuing as the surviving corporation and a wholly-owned subsidiary of Holdco. Upon consummation of the Proposed Transaction, Westar and the current direct subsidiaries of Great Plains Energy (such as KCP&L, GMO and GPEHoldco) will become direct subsidiaries of Holdco. Thus, the subsidiaries of Westar (including KG&E, Westar Generating, Prairie Wind Transmission, LLC) will become indirect, either wholly-owned or partially-owned, subsidiaries of Holdco, consistent with Westar’s currently existing ownership interest in each entity prior to consummation of the Proposed Transaction.

Pursuant to the terms of the Merger Agreement, Westar shareholders will exchange each share of Westar common stock for a share in Holdco, and Great Plains Energy shareholders will receive 0.5981 of a share of common stock in Holdco for each Great Plains Energy share. Following closing of the Proposed Transaction, Westar Energy shareholders will own approximately 52.5% and Great Plains Energy shareholders will own approximately 47.5% of Holdco.

³⁰ The name of the holding company Monarch Energy Holding, Inc. will be changed before the closing of the Proposed Transaction.

Attached as Exhibit C are charts depicting the pre-Proposed Transaction organizational structure of the Applicants, the interim structure that will occur momentarily to effectuate the Proposed Transaction, *i.e.*, a merger step, and the post-Proposed Transaction organizational structure of Holdco.

IV. THE PROPOSED 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.”³¹ Applicants need not show that a transaction positively benefits the public interest, but rather simply that it is “consistent with the public interest,” *i.e.*, that the transaction does not harm the public interest.³²

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.³³ 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.³⁴

³¹ 16 U.S.C. § 824b(a)(4).

³² *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)).

³³ *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”).

³⁴ *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) (“Order No. 642-A”).

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,³⁵ and were clarified in the Commission's Supplemental Merger Policy Statement.³⁶

As demonstrated below, the Proposed 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.³⁷ Accordingly, the relevant geographic market for purposes of this merger analysis is the SPP balancing authority area.³⁸ 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.³⁹ Importantly, this generation facility is pseudo-tied and, thus, wholly dedicated to SPP. In other

³⁵ *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").

³⁶ *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).

³⁷ Hunger and Macan Affidavit at 6.

³⁸ *Id.* at 21.

³⁹ *See id.* at 5, 15-16.

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.⁴⁰ The Affidavit describes how the circumstances in SPP that have resulted in a lack of submarkets continue to exist.⁴¹ Dr. Hunger and Mr. Macan conclude that SPP has little congestion and sees little price separation across the SPP footprint.⁴² As part of their analysis, Dr. Hunger and Mr. Macan analyzed the congestion and price separation in the Kansa City area to consider whether that area should be treated as a submarket within SPP. They conclude that the Kansas City area is not a submarket.⁴³ Their analysis of the Kansas City area is included as Exhibit No. J-7 to the Hunger and Macan Affidavit.

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 and available economic capacity measures."⁴⁴

⁴⁰ *Id.* at 7, 21-22.

⁴¹ *Id.* at 21-22.

⁴² *Id.* at 21. 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.* at 21-22.

⁴³ *Id.* at 7.

⁴⁴ 18 C.F.R. § 33.3(c)(4).

Exhibit J-4 to the Hunger and Macan Affidavit specifically identifies Great Plains Energy's generation. Great Plains Energy owns generation facilities with a total of summer capacity of 6,523 MW.⁴⁵ Great Plains Energy also has long-term contracts to purchase approximately 1,305 MW of capacity.⁴⁶ 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.⁴⁷ Exhibit J-5 to the Hunger and Macan Affidavit identifies Westar's generation. Westar owns generation facilities with a total summer capacity of 6,573 MW. Westar also has long-term contracts that, by the end of the study period, will include the purchase of 1,526 MW of capacity.⁴⁸

Dr. Hunger and Mr. Macan performed a full DPT analysis for the SPP balancing authority area based on expected market conditions in 2018 because Applicants' generation capacity overlaps in SPP. Dr. Hunger and Mr. Macan's competitive analysis screen under both available economic capacity ("AEC") and economic capacity ("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."⁴⁹ Dr. Hunger and Mr.

⁴⁵ Hunger and Macan Affidavit at 15.

⁴⁶ *Id.*

⁴⁷ *Id.* at 15-16. The total summer rating for the Crossroads facility is 308 MW, and 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.*

⁴⁸ *Id.* at 15-16.

⁴⁹ *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)).

Macan note that there is little retail access in the SPP.⁵⁰ The Applicants’ public utility affiliates that served load in Kansas and Missouri as “traditional” regulated utilities prior to the Proposed 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.⁵¹ Their analysis indicates that AEC is unconcentrated in all periods. In no period studied do the post-merger scenarios exceed 17%. In addition, the change in Herfindahl-Hirschman Index (“HHI”) is 136 points or fewer in each period and the market remains unconcentrated with no HHI exceeding 572.⁵²

Table 1: Available Economic Capacity in SPP⁵³

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size	HHI	Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$52	811	3.9%	1,177	5.6%	20,855	298	1,987	9.5%	20,855	342	44
S_SP2	\$47	1,116	5.1%	1,458	6.7%	21,714	340	2,574	11.9%	21,714	409	69
S_P	\$32	1,727	6.6%	2,327	8.9%	26,260	456	4,054	15.4%	26,260	572	117
S_OP	\$23	1,426	7.8%	1,124	6.1%	18,315	450	2,550	13.9%	18,315	546	96
W_SP	\$32	706	2.9%	1,740	7.1%	24,497	453	2,446	10.0%	24,497	494	41
W_P	\$26	1,354	7.6%	1,114	6.3%	17,784	329	2,468	13.9%	17,784	425	95
W_OP	\$21	1,202	7.4%	1,497	9.2%	16,244	380	2,699	16.6%	16,244	516	136
SH_SP	\$36	1,236	5.7%	1,479	6.8%	21,682	358	2,715	12.5%	21,682	436	78
SH_P	\$26	1,084	5.4%	1,271	6.4%	19,902	443	2,355	11.8%	19,902	512	70
SH_OP	\$19	398	3.5%	0	0.0%	11,399	317	398	3.5%	11,399	317	0

Source: CRA Analysis

This table shows that there are no adverse competitive effects of the Proposed Transaction on the energy markets when analyzed on an AEC basis. After the Proposed Transaction, SPP is unconcentrated in all periods, *i.e.*, there is an HHI below 1,000.

⁵⁰ Hunger and Macan Affidavit at 9.

⁵¹ *Id.*

⁵² *Id.*

⁵³ *Id.* at 10.

Furthermore, as noted above, in all time periods, the change in HHI is 136 points or fewer.

Thus, there are no screen violations under Dr. Hunger's and Mr. Macan's AEC analysis.

(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 220 points and the highest post-merger HHI is 770.⁵⁴

Table 2: Economic Capacity in SPP⁵⁵

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size	HHI	Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$52	6,302	8.7%	5,928	8.2%	72,105	605	12,230	17.0%	72,105	748	144
S_SP2	\$47	6,236	8.8%	5,888	8.3%	71,102	615	12,124	17.1%	71,102	760	145
S_P	\$32	5,578	8.3%	5,772	8.6%	66,931	626	11,350	17.0%	66,931	770	144
S_OP	\$23	4,632	9.5%	3,961	8.2%	48,577	551	8,593	17.7%	48,577	707	155
W_SP	\$32	4,590	7.4%	4,715	7.6%	62,404	619	9,304	14.9%	62,404	730	111
W_P	\$26	4,636	9.6%	3,781	7.8%	48,368	545	8,418	17.4%	48,368	694	150
W_OP	\$21	4,123	10.9%	3,812	10.1%	37,800	527	7,935	21.0%	37,800	747	220
SH_SP	\$36	5,273	8.5%	5,018	8.1%	61,927	586	10,291	16.6%	61,927	724	138
SH_P	\$26	3,917	8.0%	3,773	7.7%	49,071	564	7,690	15.7%	49,071	687	123
SH_OP	\$19	2,844	9.4%	1,086	3.6%	30,172	438	3,931	13.0%	30,172	506	68

Source: CRA Analysis

This table shows that, when considered on an EC basis, the Proposed Transaction again has no adverse competitive effect on the SPP market. Post-Proposed Transaction, the market is unconcentrated in every period and as noted, the highest HHI is 770 points. Thus, there also are no screen violations under Dr. Hunger's and Mr. Macan's EC analysis.

⁵⁴ *Id.* at 10.

⁵⁵ *Id.* at 11.

(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.⁵⁶ In each case, the analysis demonstrated that there are no competitive issues raised by the Proposed Transaction.⁵⁷

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 Proposed 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.⁵⁸ 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-Proposed Transaction, the Economic Capacity HHI would be 752 and the change in HHI resulting from the Proposed Transaction would be 156 points.⁵⁹ Dr. Hunger and Mr. Macan

⁵⁶ 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).

⁵⁷ Hunger and Macan Affidavit at 5-6, 10.

⁵⁸ *Id.* at 13.

⁵⁹ *Id.*

conclude that, based on the results, the Proposed Transaction will not adversely affect competition as it relates to installed capacity in SPP.⁶⁰

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.⁶¹ The below table reflects the significant resource margins in SPP.

Table 3: SPP Resource Margin by Year⁶²

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%
2015	67,251	45,279	49%
2016	72,145	50,622	43%

Source: SPP 2016 State of the Market

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 Proposed Transaction will not adversely affect competition in the energy market and the energy market is unconcentrated both before and after the Proposed Transaction.⁶³ Dr. Hunger and Mr. Macan also point out that the SPP Market Monitor has concluded that since

⁶⁰ *Id.*

⁶¹ *Id.* at 14.

⁶² *Id.*

⁶³ *Id.* at 11-12.

September 24, 2014, zonal limits for ancillary services were removed because these limits were not needed to ensure 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.⁶⁴ 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 2%, 1% and 12% of total sales, respectively.⁶⁵

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;”⁶⁶ (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 Proposed Transaction, as Dr. Hunger and Mr. Macan explain in their testimony.

⁶⁴ See *id.* at 12.

⁶⁵ *Id.* at 12 (citing to SPP Market Monitoring Unit, Annual State of the Market Report – 2016 at pp. 71-73).

⁶⁶ 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.⁶⁷ Consequently, the Proposed 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.⁶⁸ 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.⁶⁹

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 Proposed Transaction. As a result, the Proposed 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.⁷⁰

⁶⁷ Hunger and Macan Affidavit at 14-15, 24. 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 24.

⁶⁸ *See, e.g., Enova Corp.*, 79 FERC ¶ 61,107 (1997); *Duke Power Co.*, 79 FERC ¶ 61,236 (1997).

⁶⁹ *See* Hunger and Macan Affidavit at 14-15, 24.

⁷⁰ *See id.* at 15, 25.

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.⁷¹ 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 inputs to power production needed for entry by rivals.⁷² The Proposed 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.⁷³

As referenced above, the Proposed Transaction will involve no premium paid or received with respect to either Great Plains Energy or Westar, no transaction debt, no exchange of cash, and will be a stock-for-stock merger of equals. Specifically, after the Proposed Transaction, fair value adjustments and goodwill will not be recorded on the books of any of the public utility operating companies.

⁷¹ See *id.* at 15.

⁷² *Id.*

⁷³ 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.

Both before and after the Proposed Transaction, the Applicants' public utility operating companies (*i.e.*, the Applicants' operating company transmission and distribution utilities, which will be subsidiaries of Holdco following the Proposed Transaction) and their affiliates will continue to maintain separate books and records. There will be no acquisition premium or goodwill recorded on the books of any of the Applicants' public utility operating companies and no portion of the acquisition adjustment or goodwill will be recovered through the rates of the Applicants' public utility operating companies. There will be no change in the value of the assets and liabilities recorded on the books of the public utility operating companies for ratemaking purposes. Westar and each of Great Plains Energy' public utilities will continue to maintain accurate and appropriate detailed books, financial records and accounts for any public utility operations as required by the Commission, 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.⁷⁴

The Commission has established that market-based wholesale power sales do not raise concerns about a transaction's possible adverse effect on rates.⁷⁵ 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 authorization process.⁷⁶

The structure of the Proposed Transaction protects against adverse effects on rates related to finance risks. Specifically, no new debt will be issued to close the Proposed Transaction and, pursuant to the Merger Agreement itself, customers of Applicants' public utility operating companies will not bear any financing costs associated with the Proposed Transaction.⁷⁷ The Merger Agreement also details that post-merger the new holding company, Holdco, and its public utility operating companies will maintain separate debt that is separately rated by national credit ratings agencies and will each maintain investment grade credit ratings.⁷⁸

Additionally, 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.

⁷⁴ See, e.g., *Ameren Corp.*, 140 FERC ¶ 61,034 (2012).

⁷⁵ See, e.g., *NorAm Energy Services, Inc.*, 80 FERC ¶ 61,120 at 61,382-83 (1997).

⁷⁶ 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).

⁷⁷ See Exhibit I, Amended Merger Agreement at Exhibit F.

⁷⁸ *Id.*

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 Proposed Transaction will not have an adverse effect on rates. Specifically, the Applicants commit for a period of five years⁷⁹ to hold transmission and wholesale power and wholesale distribution service customers with cost-based rates harmless from the rate effects of the Proposed Transaction.⁸⁰ 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. As discussed below, the transaction-related costs subject to the hold harmless commitment include transition costs, as identified in its Hold Harmless Policy Statement. The Commission has approved this type of commitment in its Merger Policy Statement and in a number of

⁷⁹ See *Policy Statement on Hold Harmless Commitments*, 155 FERC ¶ 61,189 at P 83 (2016) (“Hold Harmless Policy Statement”) (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’”).

⁸⁰ 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.

subsequent cases⁸¹ and endorsed this approach most recently in the Hold Harmless Policy Statement.⁸²

For purposes of the hold harmless commitment in this proceeding, and consistent with the Commission's Hold Harmless Policy Statement, the Applicants define transaction costs to include the following:⁸³

- the costs of securing an appraisal, formal written evaluation, or fairness opinions related to the Proposed Transaction;
- the costs of structuring and negotiating the transaction and obtaining tax advice on the structure of the Proposed Transaction;
- the costs of preparing and reviewing documents effectuating the Proposed 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 Proposed 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 Proposed Transaction.

Further, as stated above, transaction costs expressly include transition costs. Transition costs that the Applicants are committing to exclude from recovery during the hold harmless commitment period, unless the Applicants can demonstrate that savings are in excess of such transition costs, include the following costs incurred to integrate operations:⁸⁴

⁸¹ *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).

⁸² 155 FERC ¶ 61,189 (2016).

⁸³ *See id.* at P 44.

⁸⁴ *See* Hold Harmless Policy Statement 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 will increase in connection with the Proposed Transaction. *See id.* at P 52.

- engineering studies after closing the Proposed Transaction;
- severance payments;
- operational integration costs;
- accounting and operating systems integration costs;
- costs to terminate any duplicative leases, contracts and operations; and
- refinancing costs to refinance existing obligations in order to achieve operational and financial synergies.

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.⁸⁵ 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.

Capital costs not related to the Proposed Transaction would not be subject to the hold harmless commitment. *Id.* at P 51.

⁸⁵ 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 Proposed 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 Proposed Transaction are tracked and identified precisely, Great Plains Energy and Westar have implemented an accounting distribution protocol specific to the Proposed Transaction.

The Applicants hold harmless commitment described above is consistent with commitments made by Applicants regarding state jurisdictional rates that are reflected in Exhibit F to the Merger Agreement.⁸⁶ Among other things, Exhibit F to the Merger Agreement expressly provides with regard to state jurisdictional rates that “[Great Plains Energy] and Westar agree not to seek rate recovery of any goodwill recorded in connection with the [Proposed Transaction]” and “[Great Plains Energy] and Westar will agree not to seek rate recovery of any transaction costs (including advisory fees and change of control severance costs) incurred in connection with the [Proposed Transaction].” Exhibit F of the Merger Agreement also expressly provides that capital costs used to set state jurisdictional rates will not increase as a result of the Proposed Transaction.

In addition to the commitments described above, the Applicants voluntarily commit to implement the following additional measures after closing of the Proposed Transaction to ensure that cost-based wholesale power sales and transmission customers are held harmless:

- The new holding company Holdco and its public utility operating companies (*i.e.*, the operating company transmission and distribution utilities that will be subsidiaries of Holdco following the Proposed Transaction) will maintain separate debt that is

⁸⁶ The Merger Agreement is included as Exhibit I.

separately rated by national credit ratings agencies so that none will be responsible for the debts of affiliated companies and separate preferred stock, if any.

- The new holding company Holdco and its public utility operating companies will maintain separate capital structures to finance the activities and operations of each entity.
- The new holding company Holdco and its public utility operating companies will maintain investment grade credit ratings.
- Applicants agree that, except for existing guarantees between Westar and its subsidiaries, the new holding company Holdco and its public utility operating companies shall not guarantee notes (or enter into make-well agreements, etc.) of one another, or the new holding company Holdco or any of the new holding company Holdco's other affiliates.
- Applicants agree that no utility stock or assets shall be pledged as collateral for obligations of any entity other than the utility unless otherwise ordered by the state commissions or this Commission.
- Applicants agree that each public utility subsidiary shall be held harmless from any business and financial risk exposures associated with another public utility subsidiary, the new holding company Holdco or its other affiliates.
- The new holding company Holdco and its public utility operating companies and other affiliates will maintain separate books and records and will agree to reasonable conditions regarding access by the state commissions and this Commission to information, books and records.
- No new debt will be issued to close the Proposed Transaction. Regardless, Applicants separately agree that customers of their public utility operating companies will not bear any financing costs associated with the Proposed Transaction.

This Commission has full authority and capability to monitor the Applicants' hold harmless commitment.⁸⁷ The Applicants' public utility operating companies 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

⁸⁷ See, e.g., *PPL Corp.*, 133 FERC ¶ 61,083 at P 27 (2010).

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 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.⁸⁸

* 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, KG&E 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 related to each of KCP&L, GMO, Transource Missouri, Transource West Virginia, Transource Pennsylvania, Transource Maryland, Westar and Prairie

⁸⁸ *PPL Corp.*, 133 FERC ¶ 61,083 at P 27 (2010) (emphasis in original).

Wind's transmission assets are pursuant to a Commission-accepted formula rate that is updated annually to establish each company's revenue requirement⁸⁹ (with the exception of certain transmission service provided pursuant to grandfathered agreements with fixed stated rates, described further herein). 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.

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.⁹⁰ Transource Missouri also has formula rate protocols that were updated as part of a settlement agreement⁹¹ and approved by the Commission.⁹² 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.⁹³

⁸⁹ 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.

⁹⁰ See *Kansas City Power & Light Co. and KCP&L Greater Missouri Operations Co.*, 150 FERC ¶ 61,201 (2015), *order on compliance*, 153 FERC ¶ 61,150 (2015); *Westar Energy, Inc.*, 150 FERC ¶ 61,203 (2015), *order on compliance*, 153 FERC ¶ 61,143 (2015).

⁹¹ 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).

⁹² *Transource Missouri, LLC*, 143 FERC ¶ 61,104 (2013).

⁹³ For Transource Kansas, see *Transource Kansas, LLC*, 151 FERC ¶ 61,010 (2015); *Transource Kansas, LLC*, Docket No. ER15-958-000 (July 7, 2016) (unpublished letter order accepting uncontested settlement). For Transource Wisconsin, see *Transource Wisconsin, LLC*, 149 FERC ¶ 61,180 (2014), *order on reh'g*, 154 FERC ¶ 61,010 (2016); *Transource Wisconsin, LLC*, 155 FERC ¶ 61,302 (2016); *Transource Wisconsin, LLC*, Docket No. ER15-13-007 (Jan. 17, 2017) (unpublished letter order accepting revisions to formula rate protocols). For Transource West Virginia, see *Transource West Virginia, LLC*, 152 FERC ¶ 61,180 (2015), *order accepting contested settlement*, 157 FERC ¶ 61,181 (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 ¶

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.⁹⁴ After the Proposed 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 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.⁹⁵

The updated formula rate protocols also ensure that all interested parties, including customers under the OATT, state utility regulatory commissions, consumer advocacy agencies,

61,098 (2016). For MPTA, see *Midwest Power Transmission Arkansas, LLC*, 152 FERC ¶ 61,210 (2015).

⁹⁴ 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).

⁹⁵ 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 state attorneys general, have the opportunity to participate actively in the annual review of the rate updates and true-up adjustments.⁹⁶

In addition to OATT transmission service, GMO and KCP&L each have interconnection agreements among themselves, SPP and the transmission interconnection customers pursuant to which GMO and KCP&L may provide wholesale distribution service.⁹⁷ 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 costs flowing to such customers and GMO and KCP&L would need to make a Section 205 submittal before it would be able to charge its customer pursuant to that agreement. Finally, certain of the Applicants' public utility affiliates also have grandfathered, pre-OATT transmission agreements pursuant to which they provide unbundled transmission service.⁹⁸ 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.

⁹⁶ 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).

⁹⁷ *Southwest Power Pool, Inc.*, Docket No. ER16-1779 (Jul. 7, 2016) (unpublished letter order); *Southwest Power Pool, Inc.*, Docket No. ER17-427 (Jan. 24, 2017) (unpublished letter order).

⁹⁸ See Exhibit F.

2. Wholesale Power Rates

The Applicants' public utility affiliates also make wholesale sales of power pursuant to market-based rate authority.⁹⁹ 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.¹⁰⁰

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 of the State Line Facility to Westar at cost-based rates. The Commission reviewed the Westar Generating PPA under its stringent *Edgar*¹⁰¹ standard and allowed the PPA to become an effective FERC rate schedule.¹⁰² 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 Proposed 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

⁹⁹ Some of the sales KCP&L and GMO make pursuant to their market-based rate authority provide full requirements service to certain Missouri 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.

¹⁰⁰ 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.").

¹⁰¹ *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.

¹⁰² *Westar Generating, Inc.*, Docket No. ER13-1210, *et al.*, (Jan. 13, 2014) (unpublished letter order).

template, all of which are on file with the Commission.¹⁰³ 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 Proposed Transaction will not 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.

¹⁰³ 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).

The first prong of the test in the Merger Policy Statement no longer is applicable because PUHCA 1935 has been repealed.¹⁰⁴ With respect to the second prong of the test, the Proposed 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 Proposed 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. KCP&L and Westar will seek approval of the Proposed Transaction from the KCC and, prior to consummating the Proposed Transaction, will have obtained such approval. KCP&L and GMO are regulated by the MoPSC. KCP&L and GMO will seek approval of the Proposed Transaction from the MoPSC and, prior to consummating the Proposed Transaction, will have obtained such approval. The KCC's regulation of KCP&L and Westar, on the one hand, and the MoPSC's regulation of KCP&L and GMO, on the other, will not be diminished or otherwise adversely affected by the Proposed Transaction. Accordingly, the Proposed 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

¹⁰⁴ See Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,914.

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.”¹⁰⁵

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.¹⁰⁶ 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 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.¹⁰⁷

In Exhibit M, the Applicants demonstrate, based on facts and circumstances known to them or that are reasonably foreseeable, at the time of the Proposed Transaction or in the future, that the Proposed 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

¹⁰⁵ 16 U.S.C. § 824b(a)(4).

¹⁰⁶ Order No. 669, FERC Stats. & Regs. ¶ 31,200 at P 169; Order No. 669-A, FERC Stats. & Regs. ¶ 31,214 at P 144.

¹⁰⁷ 18 C.F.R. § 33.2(j)(1)(ii).

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.¹⁰⁸

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

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

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¹⁰⁸ See, e.g., *Northeast Generation Co.*, 117 FERC ¶ 61,068 at P 17 (2006).

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 Proposed Transaction

See Exhibit H.

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

See Exhibit I.

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

The facts relied upon to show that the Proposed 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 Proposed 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. Following consummation of the Proposed Transaction, fair value adjustments and goodwill will not be recorded on the books of any of the public utility subsidiaries of Holdco. If, however, the Applicants determine in the future that the Proposed 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 Proposed Transaction.

L. Protective Agreement

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. 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. In accordance with the Commission's regulations, the Applicants have included as Attachment 1 to this Application a protective agreement under which parties to this proceeding will be able to review the information for which privileged treatment is sought. The protective agreement is based on the Commission's Model Protective Order.

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 Proposed 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 authorizing the Proposed Transaction without conducting an evidentiary hearing.

Respectfully submitted,

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September 1, 2017

Attachment 1 – Protective Agreement

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into this ____ day of _____, by and between Great Plains Energy Incorporated (“Great Plains Energy”) and Westar Energy, Inc. (“Westar” and, together with Great Plains Energy, collectively the “Applicants”) and _____ (“Intervenor”), and shall govern the use of all Protected Materials produced by Applicants to Intervenor, or vice versa, in connection with the proceeding before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. EC17-____-____. Applicants and Intervenor are sometimes referred to herein individually as a “Party” or jointly as the “Parties.”

1. Applicants filed Protected Materials in Commission Docket No. EC17-____-____ (the “proceeding”) and Intervenor is a Participant in such proceeding, as the term Participant is defined in 18 C.F.R. § 382.102(b), or has filed a motion to intervene or a notice of intervention in such proceeding. Applicants and Intervenor enter into this Agreement in accordance with their respective rights and obligations set forth in 18 C.F.R. § 388.112(b)(2). Notwithstanding any order terminating such proceeding, this Agreement shall remain in effect until specifically modified or terminated by the Commission or court of competent jurisdiction.

2. This Agreement applies to the following two categories of Protected Materials: (A) a Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) a Party 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”).

3. Definitions – For purposes of this Agreement:

(a) (1) The term “Protected Materials” means (A) materials provided by a Party in association with the proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials that are made subject to this Protective Agreement 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 Party producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information—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(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the publicly available files of the Commission or 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 Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stats. & Regs. ¶ 31,140 (2003). Protected Materials do include any information or documents contained in the files of the Commission that have been designated as Critical Energy Infrastructure Information.

(b) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives 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 Agreement, and that they have read the Agreement and agree to be bound by it. Each Party shall provide a copy of the Non-Disclosure Certificate(s) executed by its Reviewing Representative(s) to the other Party prior to such Reviewing Representative(s) receiving access to any Protected Materials.

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

(1) an attorney retained by a Party for purposes of the proceeding;

(2) attorneys, paralegals, and other employees associated for purposes of the proceeding with an attorney described in Paragraph (3)(c)(1);

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

(4) a person designated as a Reviewing Representative by order of the Commission; or

(5) employees or other representatives of a Party with significant responsibility for matters involving the proceeding.

4. Protected Materials shall be made available under the terms of this Agreement only to Parties and only through their Reviewing Representative(s) as provided in Paragraphs 7–9.

5. Protected Materials shall remain available to a Party until the later of the date that an order terminating the 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 Party shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in the proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Party, if requested to do so, shall also submit to the producing Party 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 this Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8–9.

7. Protected Materials shall be treated as confidential by the Party and its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of the proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of the proceeding and who needs to know the information in order to carry out that person's responsibilities in the 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 or the buying or selling of electric generation or transmission assets, the direct supervision of any employee or employees whose duties include the foregoing, the provision of consulting services to any person whose duties include the foregoing, or the direct supervision of any employee or employees whose duties include the foregoing, such Reviewing Representative may not use information contained in any Protected Materials obtained through the proceeding to give any Party or any competitor of any Party a commercial advantage.

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

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 the proceeding, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in the proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

11. Subject to Paragraph 18, the Commission shall resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, the parties to the dispute shall use their best efforts to resolve it. If a Party contests the designation of materials as protected, it shall notify the Party that provided the Protected Materials by specifying in writing the materials whose designation is contested. This Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the Party, within said 5-day period, files a motion with the Commission, 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 Party seeking protection. If the Commission 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 Party as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Agreement unless a Party 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 any hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or by other appropriate means endorsed to the effect that they are protected pursuant to this Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information—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. Counsel for the producing Party shall, upon the request of a Party, provide 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 Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in pleadings, testimony or exhibits to the proceeding in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission.

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

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

16. The Parties may amend this Agreement only by mutual consent and in writing; provided, however, that a Party has the right to seek changes to this Agreement as appropriate from the Commission.

17. All Protected Materials filed with the Commission 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 means bearing prominent markings indicating that the contents include Protected Materials subject to this Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information—Do Not Release."

18. If the Commission finds at any time in the course of the proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Agreement for three (3) business days from the date of issuance of the Commission's decision, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. No Party waives its rights to seek additional administrative or judicial remedies after the Commission'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 for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

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

20. No Party 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 Agreement and shall be used only in connection with the proceeding. Any violation of this Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, the Parties each have caused this Protective Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

By: _____

Name: _____

Title: _____

Representing Great Plains Energy Incorporated

By: _____

Name: _____

Title: _____

Representing Westar Energy, Inc.

By: _____

Name: _____

Title: _____

Representing Intervenor

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 Agreement, dated as of _____, entered into by and between Great Plains Energy Incorporated, Westar Energy, Inc. and _____ in connection with Docket No. EC17-____-____, that I have been given a copy of and have read the Protective Agreement, 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 Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____
Name: _____
Title: _____
Representing: _____
Date: _____

Attachment 2 –Verifications

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Great Plains Energy Incorporated

Westar Energy, Inc.

)
)
)

Docket No. EC17-____-000

VERIFICATION


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

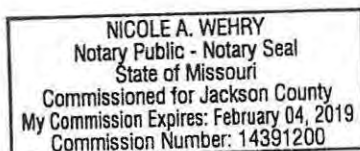
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn to (or affirmed) before me on this 30th day of August, 2017, Darrin R. Ives, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Notary Public

My Commission Expires:



UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Great Plains Energy Incorporated

Westar Energy, Inc.

)
)
)

Docket No. EC17-____-000

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 such Application is true and correct to the best of her knowledge, information and belief.

Cathryn Dinges

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 30th day of August 2017, Cathryn Dinges, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Carlene Barkley
Notary Public

My Commission Expires:

April 18, 2021



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% 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% of Transource.

Transource Missouri, LLC (“Transource Missouri”). Transource Missouri is a wholly-owned subsidiary of Transource, which owns transmission facilities.

Transource Kansas, LLC (“Transource Kansas”). Transource Kansas is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain new competitive transmission projects in Kansas.

Transource Wisconsin, LLC (“Transource Wisconsin”). Transource Wisconsin is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate and maintain new competitive transmission projects in Wisconsin.

Transource West Virginia, LLC (“Transource West Virginia”). Transource West Virginia is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate and maintain new competitive transmission projects in West Virginia. Transource West Virginia is currently constructing the PJM Interconnection, L.L.C. (“PJM”) Thorofare Project.

Transource Pennsylvania, LLC (“Transource Pennsylvania”). Transource Pennsylvania is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain new competitive transmission projects in Pennsylvania. Transource Pennsylvania is developing the PJM’s Independence Energy Connection Project.

Transource Maryland, LLC (“Transource Maryland”). Transource Maryland is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain

new competitive transmission projects in Maryland. Transource Maryland is developing the PJM's Independence Energy Connection Project.

Transource New York, LLC ("Transource New York"). Transource New York is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain new competitive transmission projects in New York.

Transource New York Land Company, Inc. ("Transource NY Land"). Transource NY Land is a wholly-owned subsidiary of Transource New York, formed to support the construction and ownership of competitive transmission projects in New York.

Transource Projectco, LLC ("Transource Projectco"). Transource Projectco is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain new competitive transmission projects.

Transource Indiana, LLC ("Transource Indiana"). Transource Indiana is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain new competitive transmission projects in Indiana.

Transource Kentucky, LLC ("Transource Kentucky"). Transource Kentucky is a wholly-owned subsidiary of Transource, formed to construct, finance, own, operate, and maintain new competitive transmission projects in Kentucky.

Golden State Transmission, LLC ("Golden State Transmission"). Transource holds 50% interest in Golden State Transmission, formed to develop competitive transmission projects in California.

Grid Assurance LLC ("Grid Assurance"). Great Plains Energy holds a 16.67% interest in Grid Assurance, a Delaware limited liability company that was formed as an electricity sector response to the immediate need for a secure domestic supply of critical transmission equipment in the event of a catastrophe.

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.,¹⁰⁹ KLT Investments Inc.,¹¹⁰ 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.

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.¹¹¹ Mega Renewables is a California company that owns hydroelectric projects.

¹⁰⁹ KCP&L Solar, Inc. is not an energy affiliate.

¹¹⁰ KLT Investments Inc. is not an energy affiliate.

¹¹¹ G.B. Hydro Partners L.P. is a professional management services company.

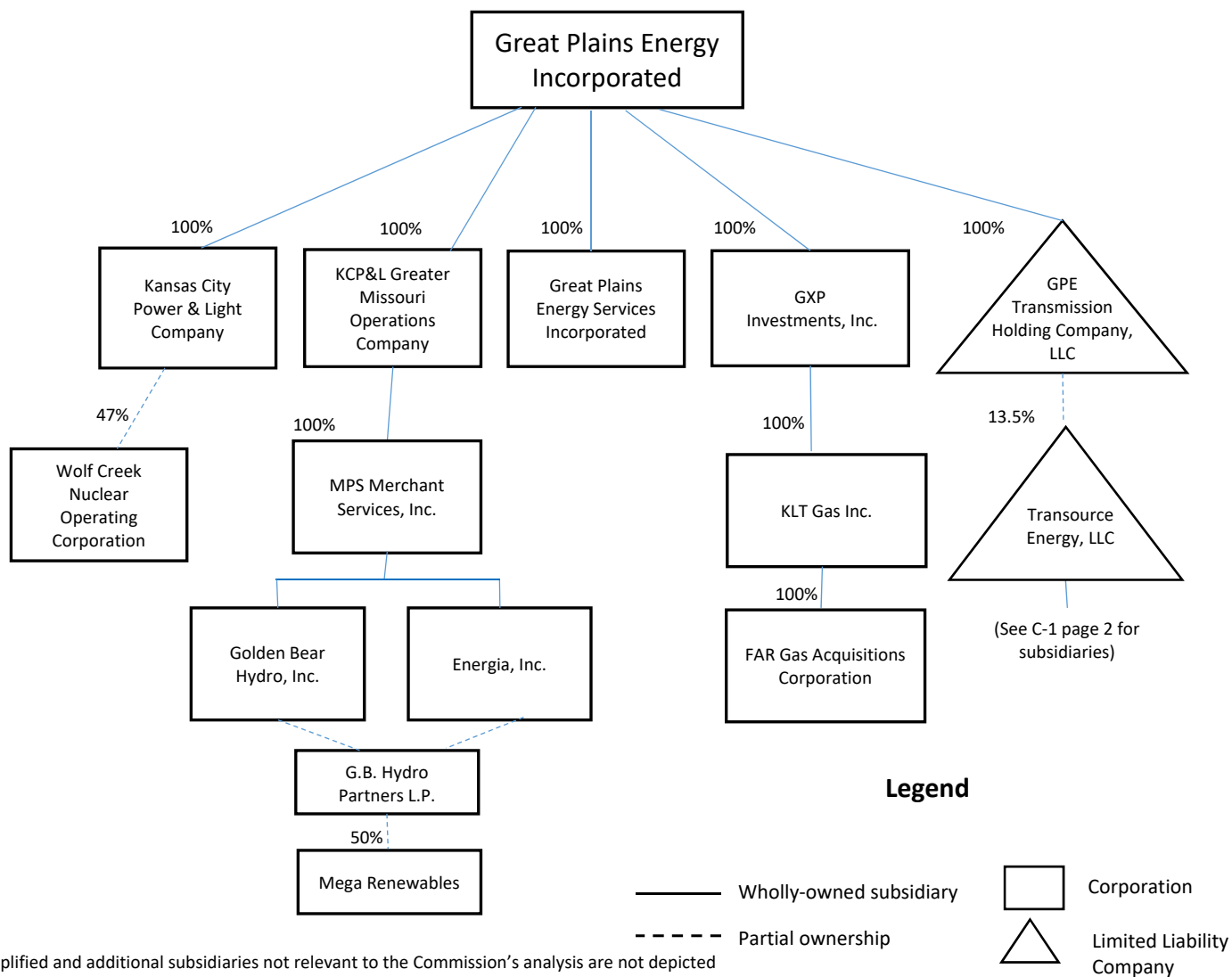
Exhibit B-2: List of Westar Energy, Inc. Energy Subsidiaries and Energy Affiliates

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 Proposed Transaction. Attached in Exhibit C-2 is the organizational chart that depicts the pertinent corporate structure of Westar before the Proposed Transaction. Exhibit C-3 depicts the merger step of the Proposed Transaction. Attached in Exhibit C-4 is the organizational chart that depicts the pertinent corporate structure of the combined company after the Proposed 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)

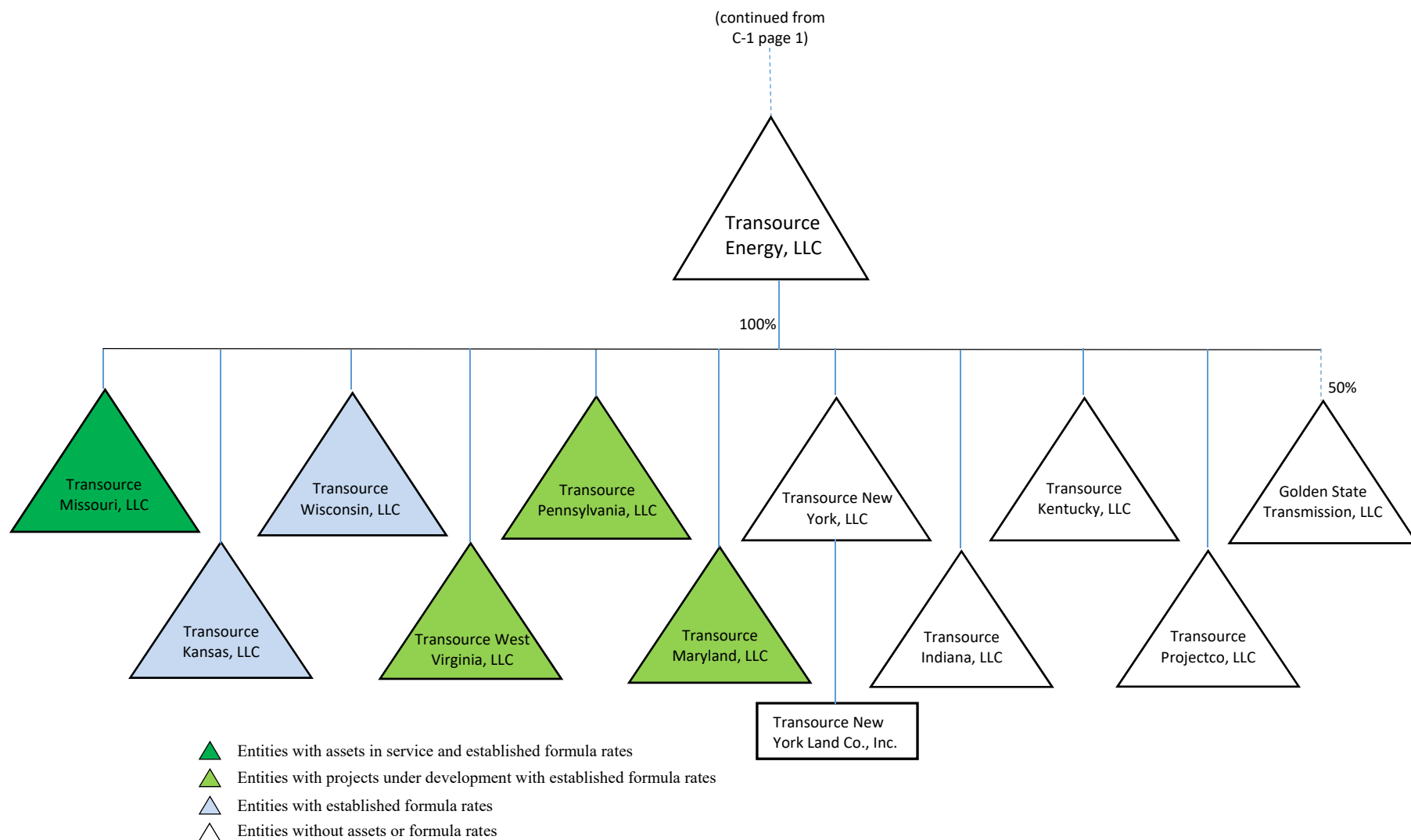


Exhibit C-2: Pre-Transaction Westar Energy, Inc. Corporate Structure

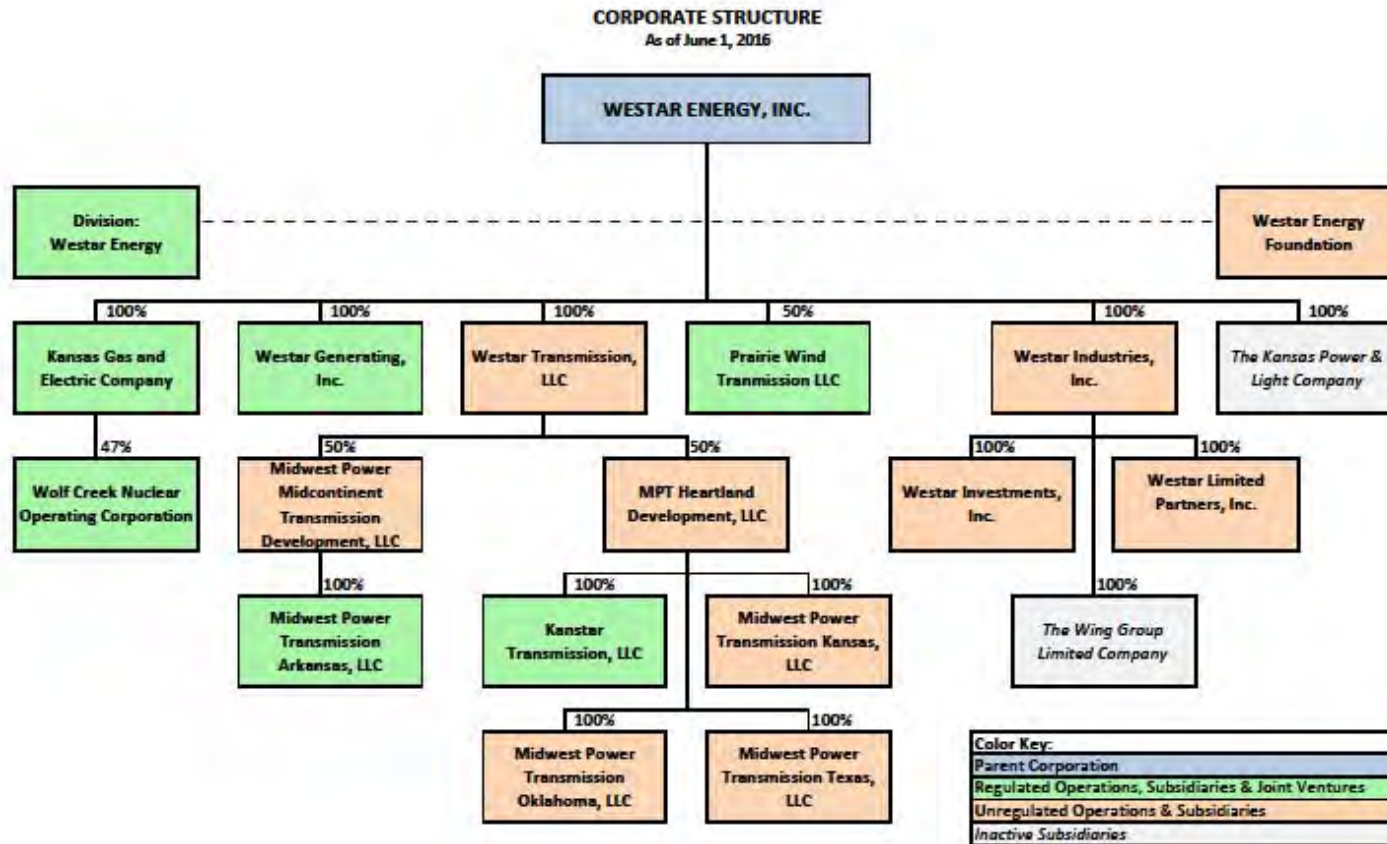


Exhibit C-3: Merger Step of Proposed Transaction

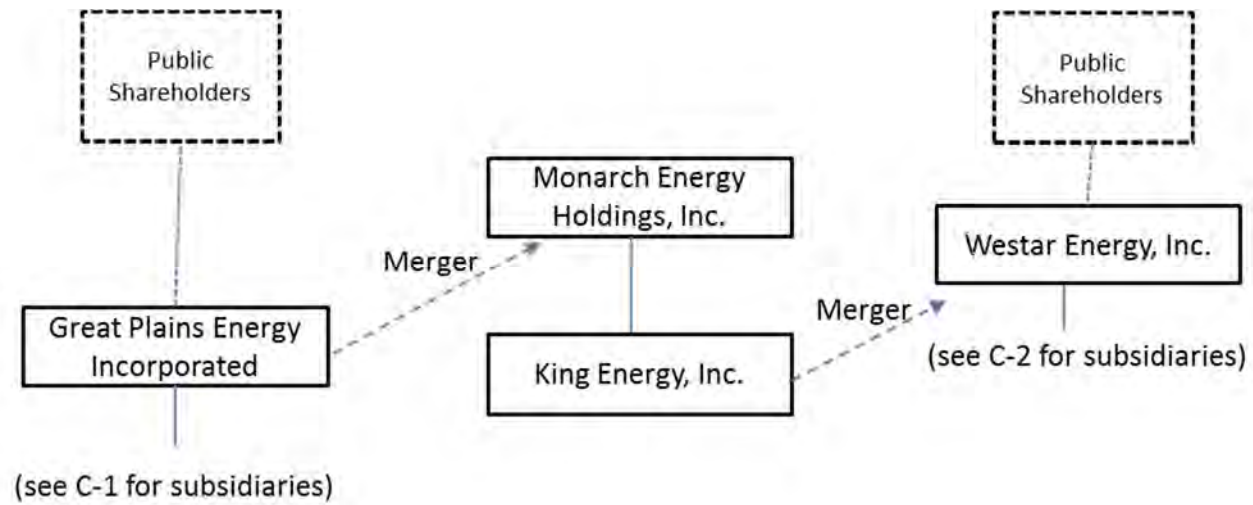
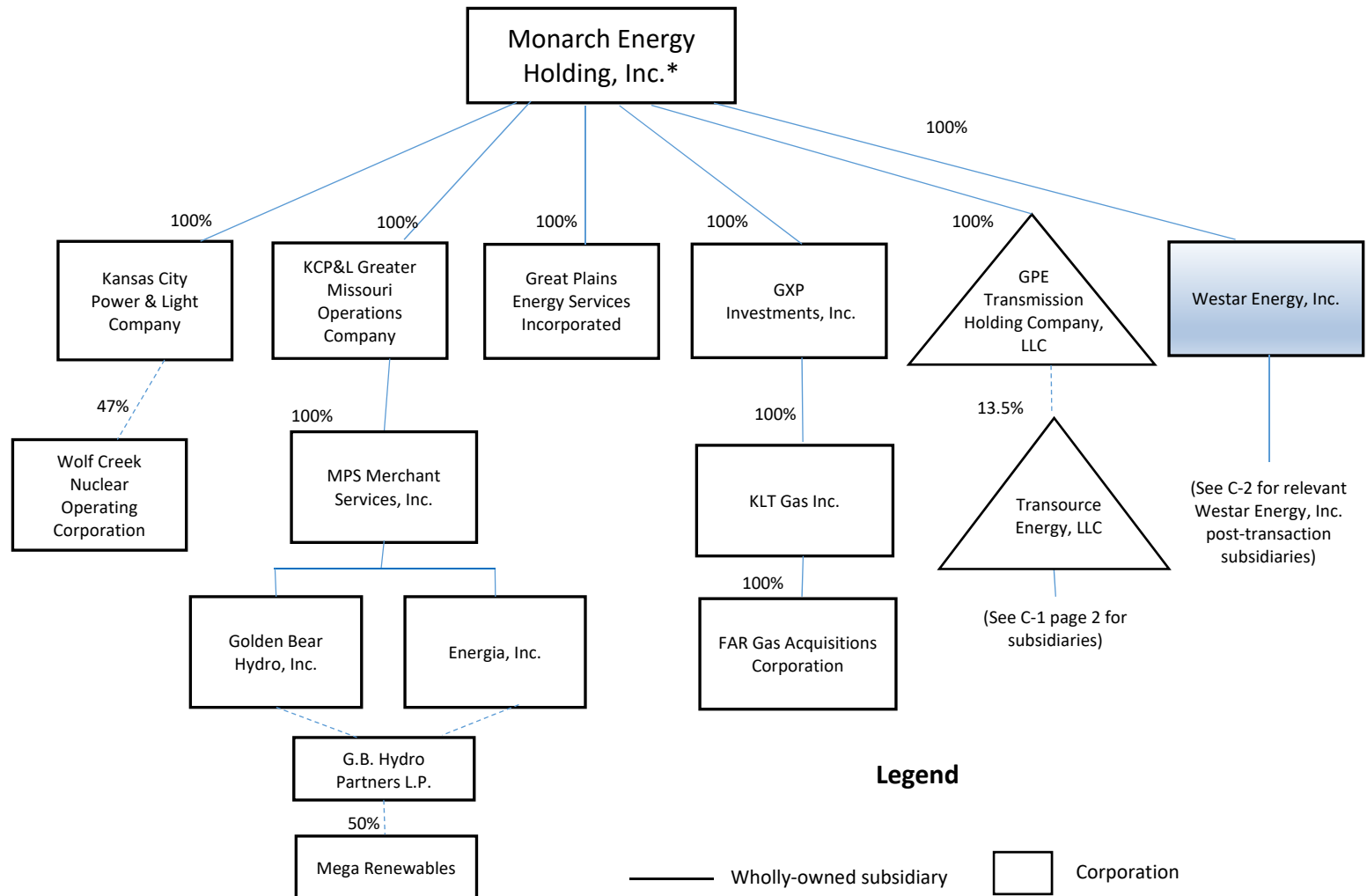


Exhibit C-4: Post-Transaction Corporate Structure



* The name of the holding company Monarch Energy Holding, Inc. will be changed before the closing of the Proposed Transaction.
 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 Proposed 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 Proposed 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:¹¹²

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)

¹¹² 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:¹¹³

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

¹¹³ In the case of Transource West Virginia, LLC and Westar Generating, Inc., each recently filed the FERC Form No. 1, but their respective FERC Form No. 1 reports do not include information that would be relevant for this Exhibit G and are therefore not included here.

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

Form 1 Approved
OMB No.1902-0021
(Expires 12/31/2019)
Form 1-F Approved
OMB No.1902-0029
(Expires 12/31/2019)
Form 3-Q Approved
OMB No.1902-0205
(Expires 12/31/2019)



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)

Kansas City Power & Light Company

Year/Period of Report

End of 2016/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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	Common 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	1,813.24		194

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.
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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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 PI/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 PI/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 PI/Wd-H-Fr	4.99		1
36					TOTAL	1,813.24		194

TRANSMISSION LINE STATISTICS

- 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.
- 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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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
1	DC Roanridge	Barry/Nashua	161.00	161.00	Steel Pole	0.95		2
2	Hawthorn	Leeds #27	161.00	161.00	StlPI/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 PIWd-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					166.17		
24	Total 33 Kv					166.17		
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	1,813.24		194

TRANSMISSION LINE STATISTICS

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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
1	Swissvale	Stilwell	345.00	345.00	Wd-H-Frame	34.51		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					167.95		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	9.43		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	1,813.24		194

TRANSMISSION LINE STATISTICS

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	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	5.60		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	1,813.24		194

TRANSMISSION LINE STATISTICS

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	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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					333.71		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					358.63		
16	Total 33 Kv					358.63		
17	Transmission Line Expenses							
18	Overhead							
19	Underground							
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36					TOTAL	1,813.24		194

Name of Respondent 20170508-8052 FERC PDF (Unofficial) Kansas City Power & Light Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2017	Year/Period of Report End of 2016/Q4
TRANSMISSION LINE STATISTICS (Continued)			
<p>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)</p> <p>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.</p> <p>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.</p> <p>10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.</p>			

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	6,126,905	6,572,701					3
795M-AL	771,067	6,271,566	7,042,633					4
954M-AL		3,269,095	3,269,095					5
954M-AL		554,941	554,941					6
795M-AL	456,349	2,844,778	3,301,127					7
795M-AL	3,592	580,777	584,369					8
795M-AL	27,465	396,367	423,832					9
	1,780,775	20,551,111	22,331,886					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	923,413	1,131,814					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	451,991	640,095					29
1192M-AL		60,727	60,727					30
								31
1192M-AL	305,069	2,806,537	3,111,606					32
1192M-AL	313,956	3,773,581	4,087,537					33
1192M-AL	144,576	3,387,391	3,531,967					34
1192M-AL	140,512	2,897,970	3,038,482					35
	25,623,471	253,446,664	279,070,135	266,515	2,363,008	2,403,265	5,032,788	36

Name of Respondent 20170508-8052 FERC PDF (Unofficial) Kansas City Power & Light Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2017	Year/Period of Report End of 2016/Q4
TRANSMISSION LINE STATISTICS (Continued)			
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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)	
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	1,682,189	1,736,603					4
556M-AL	111,599	4,348,302	4,459,901					5
795M-AL	69,438	1,501,258	1,570,696					6
795M-AL	68,625	895,612	964,237					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	538,125	894,806					15
1192M-AL	26,316	1,258,704	1,285,020					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	887,791	961,290					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	1,463,521	1,585,907					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		428,525	428,525					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	253,446,664	279,070,135	266,515	2,363,008	2,403,265	5,032,788	36

Name of Respondent 20170508-8052 FERC PDF (Unofficial) Kansas City Power & Light Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2017	Year/Period of Report End of 2016/Q4
TRANSMISSION LINE STATISTICS (Continued)			
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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)	
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	424,905	449,409					19
	9,372,652	68,676,481	78,049,133					20
	458,508	15,081,546	15,540,054					21
	458,508	15,081,546	15,540,054					22
	300,726	14,064,089	14,364,815					23
	300,726	14,064,089	14,364,815					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	253,446,664	279,070,135	266,515	2,363,008	2,403,265	5,032,788	36

TRANSMISSION LINE STATISTICS (Continued)

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795M-AL	207,326	3,174,408	3,381,734					1
795M-AL	37,478	294,818	332,296					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	3,340,245	3,787,531					7
954M-AL	1,313,316	4,324,929	5,638,245					8
954M-AL	1,135,735	1,302,665	2,438,400					9
954M-AL		75,237	75,237					10
954M-AL		369,569	369,569					11
	355	103,731	104,086					12
	4,192,980	37,396,682	41,589,662					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	3,809,055	4,089,638					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	868,861	927,608					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	1,658,719	1,686,065					26
336M-AL	50,149	7,011,114	7,061,263					27
397M-AL	32,288	1,530,306	1,562,594					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		284,381	284,381					33
954M-AL		26,461	26,461					34
1192M-AL	82,697	534,891	617,588					35
	25,623,471	253,446,664	279,070,135	266,515	2,363,008	2,403,265	5,032,788	36

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	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	3,769,481	4,360,939					14
1192M-AL	353,000	1,924,670	2,277,670					15
1192M-AL		571,565	571,565					16
1192M-AL		1,433,019	1,433,019					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		936,225	936,225					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	253,446,664	279,070,135	266,515	2,363,008	2,403,265	5,032,788	36

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TRANSMISSION LINE STATISTICS (Continued)

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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)	
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	3,216,315	3,457,408					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	67,704,969	76,695,412					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	23,841,642	24,369,029					15
	527,387	23,841,642	24,369,029					16
								17
				260,361	2,287,700	2,403,265	4,951,326	18
				6,154	75,308		81,462	19
								20
								21
								22
								23
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								27
								28
								29
								30
								31
								32
								33
								34
								35
	25,623,471	253,446,664	279,070,135	266,515	2,363,008	2,403,265	5,032,788	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 (c)	SUPPORTING STRUCTURE		CIRCUITS PER STRUCTURE	
	From (a)	To (b)		Type (d)	Average Number per Miles (e)	Present (f)	Ultimate (g)
1	No New Lines Added for						
2	2016						
3							
4							
5							
6							
7							
8							
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37							
38							
39							
40							
41							
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 KV (Operating) (k)	LINE COST					Line No.
Size (h)	Specification (i)	Configuration and Spacing (j)		Land and Land Rights (l)	Poles, Towers and Fixtures (m)	Conductors and Devices (n)	Asset Retire. Costs (o)	Total (p)	
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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.
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 - Northland District	AC Distribution	161.00	13.00	
2					
3	11-Barry - Northland District	AC Distribution	161.00	13.00	
4					
5	12-Brookridge - Johnson County District	AC Distribution	161.00	13.00	
6					
7	13-Shawnee - Johnson County District	AC Distribution	161.00	13.00	
8					
9	15-Grand Avenue - F&M District	AC Distribution	161.00	13.00	
10					
11	15W-Grand Avenue West - F&M District	AC Distribution	161.00	13.00	
12					
13	16-Stilwell - Southland District	AC Transmission	345.00	161.00	13.00
14		AC Distribution	161.00	13.00	
15	17-Navy - F&M District	AC Distribution	161.00	13.00	
16					
17	19-Riley - Southland District	AC Distribution	161.00	13.00	
18					
19	20-Reeder - Johnson County District	AC Distribution	161.00	13.00	
20					
21	22-Switzer - Southland District	AC Distribution	161.00	13.00	
22					
23	23-Southtown - Dodson District	AC Distribution	161.00	13.00	
24					
25	24-Crosstown - F&M District	AC Distribution	161.00	13.00	
26					
27	25-Glasgow - East District	AC Distribution	34.00	13.00	
28					
29	27-Avondale - Northland District	AC Distribution	161.00	13.00	
30					
31	28-Sweet Springs - East District	AC Distribution	34.00	13.00	
32					
33	29-Lenexa - Johnson County District	AC Distribution	161.00	13.00	
34					
35	30-Swope - Dodson District	AC Distribution	161.00	13.00	
36					
37	31-Forest - Dodson District	AC Distribution	161.00	13.00	
38					
39	35-Loma Vista - Dodson District	AC Distribution	161.00	13.00	
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	37-Terrace - F&M District	AC Distribution	161.00	13.00	
2					
3	38-Oxford - Southland District	AC Distribution	161.00	13.00	
4					
5	39-Tiffany - Northland District	AC Distribution	161.00	13.00	
6					
7	41-Olathe - Southland District	AC Distribution	161.00	13.00	
8					
9	42-Brunswick - East District	AC Transmission	161.00	34.00	13.00
10		AC Distribution	34.00	13.00	
11	44-Chouteau - F&M District	AC Distribution	161.00	13.00	
12					
13	46-South Ottawa - South District	AC Transmission	161.00	34.00	
14		AC Distribution	34.00	13.00	
15	47-Overland Park - Johnson County District	AC Distribution	161.00	13.00	
16					
17	48-Tomahawk - Dodson District	AC Distribution	161.00	13.00	
18					
19	49-Weatherby - Northland District	AC Distribution	161.00	13.00	
20					
21	50-Kenilworth - Johnson County District	AC Distribution	161.00	13.00	
22					
23	51-Cedar Creek - Johnson County District	AC Distribution	161.00	13.00	
24					
25	52-Claycomo - Northland District	AC Distribution	161.00	13.00	
26					
27	53-Blue Valley - F&M District	AC Distribution	161.00	13.00	
28					
29	55-Paola - South District	AC Transmission	161.00	34.00	
30					
31	56-Hickman - Dodson District	AC Distribution	161.00	13.00	
32					
33	57-Courtney - F&M District	AC Distribution	69.00	13.00	
34					
35	61-Leeds - Dodson District	AC Distribution	161.00	13.00	
36					
37	63-Line Creek - Northland District	AC Distribution	161.00	13.00	
38					
39	64-Nashua - Northland District	AC Transmission	345.00	161.00	
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	65-Antioch - Southland District	AC Distribution	161.00	13.00	
2					
3	66-Martin City - Dodson District	AC Distribution	161.00	13.00	
4					
5	67-Lakeview - South District	AC Distribution	34.00	13.00	
6					
7	68-Roeland Park - Johnson County District	AC Distribution	161.00	13.00	
8					
9	69-Moonlight - Southland District	AC Distribution	161.00	13.00	
10					
11	70-Shoal Creek - Northland District	AC Distribution	161.00	13.00	
12					
13	71-Randolph - Northland District	AC Distribution	161.00	13.00	
14					
15	72-Craig - Johnson County District	AC Transmission	345.00	161.00	13.00
16					
17	73-Centennial - South District	AC Distribution	161.00	13.00	
18					
19	74-Northeast GSU - Units 11-18	AC Transmission	13.00	161.00	
20	- F&M District	AC Distribution	161.00	13.00	
21	75-Midtown - Dodson District	AC Distribution	161.00	13.00	
22					
23	78-Gladstone - Northland District	AC Distribution	161.00	13.00	
24		AC Transmission	161.00	69.00	
25	79-Blue Mills - F&M District	AC Distribution	161.00	69.00	13.00
26		AC Distribution	161.00	13.00	
27	81-West Gardner - Southland District	AC Transmission	345.00	161.00	13.00
28		AC Transmission	161.00	34.00	
29	82-Murlen - Southland District	AC Distribution	161.00	13.00	
30					
31	83-Salisbury - East District	AC Transmission	161.00	34.00	13.00
32		AC Transmission	161.00	34.00	
33	84-Bunker Ridge - Dodson District	AC Distribution	161.00	13.00	
34					
35	86-Blue Springs - F&M District	AC Distribution	69.00	13.00	
36					
37	90-College - Johnson County District	AC Distribution	161.00	13.00	
38					
39	91-Merriam - Johnson County District	AC Distribution	161.00	13.00	
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	93-Shawnee Mission - Johnson County District	AC Distribution	161.00	13.00	
2					
3	94-North Kansas City - Northland District	AC Distribution	161.00	13.00	
4					
5	95-Norton - East District	AC Transmission	161.00	34.00	
6					
7	96-Hawthorn - F&M District	AC Transmission			
8					
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 - Northland District	AC Distribution	161.00	13.00	
18		AC Distribution	69.00	13.00	
19	104-Carrollton - East District	AC Transmission	161.00	34.00	
20		AC Distribution	34.00	13.00	
21	108-Centerville - South District	AC Transmission	161.00	34.00	
22					
23	112-Montrose Station	AC Transmission			
24	- East District				
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 - South District	AC Transmission	161.00	34.00	
29					
30	114-Lackman - Southland District	AC Distribution	161.00	13.00	
31					
32	115-Redel - Southland District	AC Distribution	161.00	13.00	
33					
34	117-Bucyrus - South District	AC Distribution	161.00	13.00	
35					
36	118-Duncan - F&M District	AC Transmission	161.00	69.00	
37		AC Distribution	161.00	13.00	
38	121-North Louisburg - South District	AC Distribution	161.00	13.00	
39					
40	125-Pflumm - Johnson County District	AC Distribution	161.00	13.00	

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					
2	127-South Waverly - East District	AC Transmission	161.00	69.00	
3		AC Transmission	161.00	34.00	
4	128-Quarry - Southland District	AC Distribution	161.00	13.00	
5					
6	132-Cedar Niles - South District	AC Distribution	161.00	13.00	
7					
8	136-Malta Bend - East District	AC Distribution	161.00	13.00	
9					
10	137-Pleasant Valley - South District	AC Transmission	161.00	34.00	
11					
12	139-Troost - F&M District	AC Distribution	161.00	13.00	
13					
14	161-BNSF - Southland District	AC Distribution	161.00	13.00	
15					
16	472-Baldwin - South District	AC Distribution	34.00	13.00	
17					
18	474-Linn Valley - South District	AC Distribution	34.00	13.00	
19					
20	478-Michigan Valley - South District	AC Distribution	34.00	13.00	
21					
22	482-Chiles - South District	AC Distribution	34.00	13.00	
23					
24	484-Walmart - South District	AC Distribution	34.00	13.00	
25					
26	498-Plummer - Northland District	AC Distribution	69.00	13.00	
27					
28	650-Tina Pipeline - East District	AC Distribution	34.00	4.00	
29					
30	651-Salisbury Pipeline - East District	AC Distribution	34.00	4.00	
31					
32	652-LaCygne Lake - South District	AC Transmission	69.00	34.00	
33					
34	704-La Cygne GSU - Unit 1 & 2	AC Transmission			
35	- South District				
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 - Northland District	AC Transmission			
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	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 - South District	AC Transmission	25.00	345.00	
7					
8	707-Levee GSU - Units 7 & 8 - F&M District	AC Transmission	13.00	161.00	
9					
10	708-Bull Creek GSU - Units 1, 2, 3 & 4	AC Transmission	13.00	161.00	
11	- Southland District				
12	709-Osawatomie GSU - Unit 1	AC Transmission	13.00	161.00	
13	- South District				
14	716-Spearville Windfarm	AC Transmission			
15	- Spearville District				
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 - Northland District	AC Transmission	161.00	69.00	
21	(MOPUB owned Sub)				
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.				

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)	
50	2					1
						2
97	3					3
						4
206	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
204	6					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
120	3					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)	
101	3					1
						2
131	4					3
						4
92	3					5
						6
201	5					7
						8
17	1					9
9	1					10
63	2					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

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)	
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 (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)	
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
58	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

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
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

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)	
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
21790	452	28				25
14516						26
7274						27
						28
						29
						30
						31
						32
						33
						34
						35
						36
						37
						38
						39
						40

Name of Respondent	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2017	Year/Period of Report 2016/Q4
Kansas City Power & Light Company			
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.

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

Form 1 Approved
OMB No.1902-0021
(Expires 12/31/2019)
Form 1-F Approved
OMB No.1902-0029
(Expires 12/31/2019)
Form 3-Q Approved
OMB No.1902-0205
(Expires 12/31/2019)



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)

KCP&L Greater Missouri Operations Company

Year/Period of Report

End of 2016/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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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.

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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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36					TOTAL	1,608.24	46.16	55

TRANSMISSION LINE STATISTICS

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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	9,327,241	9,824,555					1
795MCM		1,794,938	1,794,938					2
795MCM	231,674	2,616,523	2,848,197					3
795MCM	35,776	1,478,143	1,513,919					4
795MCM	133,442	3,780,747	3,914,189					5
795MCM	75,138	2,473,790	2,548,928					6
795MCM	1,363,771	9,019,420	10,383,191					7
2-795MCM	8,422	158,567	166,989					8
795MCM	159,767	1,442,853	1,602,620					9
795MCM	114,566	438,038	552,604					10
795MCM	507,596	5,735,917	6,243,513					11
795MCM	799,328	2,336,310	3,135,638					12
795MCM	10,182	219,945	230,127					13
795MCM	315,960	1,565,901	1,881,861					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	879,303	1,052,534					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	754,697	966,964					23
795MCM	54,889	688,347	743,236					24
1192MCM	911,486	3,524,028	4,435,514					25
795MCM	254,247	2,273,534	2,527,781					26
477MCM	148,332	1,801,183	1,949,515					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	7,037,724	7,159,540					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
	14,623,560	193,180,297	207,803,857	159,588	2,319,444	262,629	2,741,661	36

Name of Respondent 20170508-8053 FERC PDF (Unofficial) KCP&L Greater Missouri Operations Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2017	Year/Period of Report End of 2016/Q4
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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
								2
	1,226,594	37,291,453	38,518,047					3
								4
								5
								6
								7
	438,479	15,794,865	16,233,344					8
				92,601	1,707,907	12,937	1,813,445	9
					531		531	10
								11
								12
								13
								14
								15
								16
								17
								18
								19
								20
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								22
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								27
								28
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								30
								31
								32
								33
								34
								35
	14,623,560	193,180,297	207,803,857	159,588	2,319,444	262,629	2,741,661	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	159,704,484	172,354,100	92,601	1,708,438	12,937	1,813,976	1
2-795 ACSR	79,965	4,406,310	4,486,275					2
2-795 ACSR	1,055,746	3,482,622	4,538,368					3
397.5 ACSR	3,901	539,399	543,300					4
1192.5 ACSR	451,793	13,060,571	13,512,364					5
1192.5 ACSR	26,798	651,630	678,428					6
1192.5 ACSR	9,355	1,066,869	1,076,224					7
795 ACSR	27	1,937,924	1,937,951					8
VARIOUS	32,189	574,166	606,355					9
VARIOUS	208,935	2,426,440	2,635,375					10
3/0 ACSR	7,669	1,164,598	1,172,267					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
				66,987	611,006	249,692	927,685	21
								22
								23
								24
								25
								26
								27
								28
								29
								30
								31
								32
	1,973,944	33,475,813	35,449,757	66,987	611,006	249,692	927,685	33
								34
								35
	14,623,560	193,180,297	207,803,857	159,588	2,319,444	262,629	2,741,661	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 (c)	SUPPORTING STRUCTURE		CIRCUITS PER STRUCTURE	
	From	To		Type	Average Number per Miles	Present	Ultimate
	(a)	(b)		(d)	(e)	(f)	(g)
1	No new Lines Added for						
2	2016						
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
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 KV (Operating) (k)	LINE COST					Line No.
Size (h)	Specification (i)	Configuration and Spacing (j)		Land and Land Rights (l)	Poles, Towers and Fixtures (m)	Conductors and Devices (n)	Asset Retire. Costs (o)	Total (p)	
									1
									2
									3
									4
									5
									6
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									40
									41
									42
									43
									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	118-Duncan Road - Lee's Summit/Blue Springs District	AC Distribution	161.00	12.00	
2					
3	142-North Congress - Platte City/Liberty District	AC Distribution	161.00	25.00	
4					
5	203-Adrian - Belton District	AC Distribution	161.00	12.00	
6		AC Distribution	161.00	25.00	
7	204-Appleton City - Clinton District	AC Transmission	69.00	34.00	2.40
8		AC Distribution	69.00	12.00	
9	209-Belton South - Belton District	AC Transmission	161.00	69.00	
10		AC Distribution	161.00	12.00	
11		AC Distribution	69.00	12.00	
12	213-Blue Springs West - Lee's Summit/Blue Springs Di	AC Distribution	161.00	12.00	
13					
14	214-Blue Springs East - Lee's Summit/Blue Springs Di	AC Distribution	161.00	12.00	
15					
16	215-Blue Springs South - Lee's Summit/Blue Springs D	AC Distribution	161.00	12.00	
17					
18	221-Clinton Green St - Clinton District	AC Distribution	69.00	12.00	
19					
20	223-Clinton Plant - Clinton District	AC Transmission	69.00	34.00	2.40
21		AC Distribution	69.00	12.00	
22	224-Clinton 161 - Clinton District	AC Transmission	161.00	69.00	
23					
24	226-Cole Camp Junction - Sedalia District	AC Transmission	69.00	34.00	2.40
25					
26	228-Concordia 69 - Warrensburg District	AC Transmission	69.00	34.00	2.40
27		AC Distribution	69.00	12.00	
28	238-Ferrelview 161 - Platte City/Liberty District	AC Distribution	161.00	25.00	
29					
30	240-Frost Road - Lee's Summit/Blue Springs District	AC Distribution	161.00	12.00	
31					
32	245-Grain Valley - Blue Springs District	AC Distribution	161.00	12.00	
33					
34	246-Grandview East - Belton District	AC Distribution	161.00	12.00	
35					
36	247-Grandview West - Belton District	AC Distribution	69.00	8.00	
37					
38	248-Grandview City - Belton District	AC Distribution	69.00	8.00	
39					
40					

SUBSTATIONS

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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	250-Greenwood Energy Center - Belton District	AC Transmission	13.00	161.00	
2					
3	251-Honeywell - Belton District	AC Distribution	161.00	12.00	
4					
5	252-Harris Road - Lee's Summit/Blue Springs District	AC Distribution	161.00	12.00	
6					
7	253-Hallmark - Platte City/Liberty District	AC Distribution	161.00	12.00	
8					
9	258-Harrisonville 161 - Belton District	AC Transmission	161.00	69.00	
10					
11	264-Hook Road - Lee's Summit/Blue Springs District	AC Distribution	161.00	12.00	
12					
13	270-KCI - Platte City/Liberty District	AC Distribution	161.00	12.00	
14					
15	271-KC South - Lee's Summit/Blue Springs District	AC Distribution	161.00	12.00	
16					
17	274-Kelsey-Hayes - Sedalia District	AC Distribution	67.00	4.00	
18					
19	277-Lake Winnebago - Lee's Summit/Blue Springs Distr	AC Distribution	161.00	12.00	
20					
21	278-Lamar - Nevada District	AC Transmission	69.00	34.00	
22					
23	281-Lakewood - Blue Springs District	AC Distribution	161.00	12.00	
24					
25	282-Lee's Summit East - Lee's Summit/Blue Springs Di	AC Distribution	161.00	12.00	
26					
27	283-Longview 161 - Lee's Summit/Blue Springs Distric	AC Transmission	161.00	69.00	
28		AC Distribution	161.00	12.00	
29	285-Lexington 69	AC Distribution	69.00	12.00	
30	- Lexington/Richmond/Henrietta District	AC Distribution	69.00	4.00	
31	286-Lexington 161	AC Transmission	161.00	69.00	
32	- Lexington/Richmond/Henrietta District				
33	290-Liberty 69- Moss Street - Platte City/Liberty Di	AC Distribution	69.00	12.00	
34					
35	291-Liberty West - Platte City/Liberty District	AC Distribution	161.00	12.00	
36					
37	292-Liberty South - Platte City/Liberty District	AC Distribution	161.00	12.00	
38					
39	297-Martin City East - Lee's Summit/Blue Springs Dis	AC Transmission	161.00	69.00	
40					

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	300-Metz - Nevada District	AC Transmission	69.00	34.00	2.40
2					
3	306-Nevada 69 - Nevada District	AC Distribution	69.00	12.00	
4					
5	307-Nevada 3M - Nevada District	AC Distribution	69.00	12.00	
6					
7	308-Nevada 161 - Nevada District	AC Transmission	161.00	69.00	
8	Nevada 161 GSU	AC Transmission	13.00	69.00	
9					
10	311-Oak Grove 161 - Blue Springs District	AC Distribution	161.00	12.00	
11					
12	312-Odesa 161	AC Transmission	161.00	69.00	
13	- Lexington/Richmond/Henrietta District				
14	314-Osceola 161 - Clinton District	AC Transmission	161.00	34.00	
15					
16	316-Peculiar - Belton District	AC Distribution	161.00	12.00	
17					
18	317-Peculiar 345 - Belton District	AC Transmission	345.00	161.00	13.80
19					
20	319-Platte City 161 - Platte City/Liberty District	AC Distribution	161.00	25.00	
21					
22	320-Pleasant Hill - Belton District	AC Transmission	345.00	161.00	13.80
23		AC Transmission	161.00	69.00	
24		AC Distribution	69.00	12.00	
25	321-Pope Lane - Platte City/Liberty District	AC Transmission	161.00	25.00	
26		AC Distribution	161.00	14.00	
27	322-Post Oak - Warrensburg District	AC Transmission	69.00	34.00	2.40
28					
29	325-Prairie Lee - Blue Springs District	AC Distribution	161.00	12.00	
30					
31	326-Ralph Green Plant - Belton District	AC Transmission			
32					
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 - Belton District	AC Distribution	69.00	12.00	
38					
39	328-Raymore North - Belton District	AC Distribution	161.00	12.00	
40					

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	330-Raytown #1 - Lee's Summit/Blue Springs District	AC Distribution	161.00	12.00	
2					
3	333-Richmond 161	AC Distribution	161.00	12.00	
4	- Lexington/Richmond/Henrietta District				
5	337-Roanridge - Platte City/Liberty District	AC Transmission	161.00	69.00	
6					
7	341-Sedalia West - Sedalia District	AC Transmission	161.00	69.00	
8		AC Distribution	161.00	12.00	
9	342-Sedalia East - Sedalia District	AC Transmission	161.00	12.00	
10					
11	347-Sedalia Plant - Sedalia District	AC Distribution	69.00	12.00	
12					
13	350-Sheldon - Nevada District	AC Distribution	67.00	13.00	
14					
15	351-Sibley Plant - Platte City/Liberty District	AC Transmission			
16					
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 - Platte City/Liberty District	AC Transmission	345.00	161.00	13.80
22					
23	355-Smithville 161 - Platte City/Liberty District	AC Distribution	161.00	13.80	
24					
25	356-South Harper - Belton District	AC Transmission	161.00	69.00	
26					
27	359-Staley Road - Platte City/Liberty District	AC Distribution	69.00	12.00	
28					
29	361-Strother Road - Blue Springs District	AC Distribution	161.00	12.00	
30					
31	365-Trenton Plant - Trenton District	AC Distribution			
32					
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 - Belton District	AC Distribution	161.00	12.00	
37					
38	367-American Air (formerly TWA)	AC Distribution	161.00	12.00	
39	- Platte City/Liberty District				
40	372-Warrensburg Plant	AC Distribution	69.00	12.00	

SUBSTATIONS

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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	- Warrensburg District	AC Distribution	69.00	4.00	
2					
3	373-Warrensburg East	AC Transmission			
4	- Warrensburg District				
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 - Sedalia District	AC Transmission	161.00	69.00	
9					
10	375-Warsaw 69 - Sedalia District	AC Distribution	69.00	12.00	
11					
12	376-Western Electric - Lee's Summit/Blue Springs Dis	AC Distribution	161.00	12.00	
13					
14	377-Whiteman AFB West - Warrensburg District	AC Distribution	161.00	12.00	
15					
16	380-Whiteman AFB East - Warrensburg District	AC Distribution	161.00	12.00	
17					
18	381-Windsor - Warrensburg District	AC Distribution	161.00	12.00	
19					
20	438-Weston - Platte City/Liberty District	AC Distribution	161.00	25.00	
21					
22					
23	68 Small Company Owned Substations	AC Distribution			
24	2 Small Company Owned Substations	AC Transmission			
25					
26	1-Jeffrey Energy Center #1 * - JEC District		26.00	230.00	
27	2-Jeffrey Energy Center #2 * - JEC District		26.00	345.00	
28	3-Jeffrey Energy Center #3 * - JEC District		26.00	7.20	
29	3-Jeffrey Energy Center #3 ** - JEC District		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					
39					
40					

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	382-Ajax - St. Joseph District	AC Distribution	35.00	13.00	
2					
3	383-Alabama Street - St. Joseph District	AC Distribution	161.00	13.00	
4					
5	385-Belt Junction - St. Joseph District	AC Distribution	35.00	13.00	
6					
7	386-Brown's Curve	AC Transmission	67.00	35.00	
8		AC Distribution	67.00	13.00	
9	388-Cook - St. Joseph District	AC Distribution	161.00	13.00	
10					
11	390-East Side - St. Joseph District	AC Transmission	161.00	35.00	
12		AC Distribution	161.00	13.00	
13	391-Edmond Street - St. Joseph District	AC Transmission	161.00	69.00	
14		AC Transmission	161.00	35.00	
15		AC Distribution	161.00	12.00	
16	394-Filmore	AC Distribution	67.00	13.00	
17					
18	395-Gower - St. Joseph District	AC Distribution	35.00	13.00	
19					
20	396-Grant City	AC Distribution	35.00	13.00	
21	Worth Co, Mo				
22	397-Hwy 48	AC Distribution	35.00	13.00	
23	Andrew Co, Mo				
24	399-Industrial Park	AC Transmission	161.00	35.00	
25	400-Industrial Park	AC Distribution	35.00	13.00	
26	Buchanan Co, Mo				
27	401-Kellogg	AC Transmission	67.00	34.00	
28	Andrew Co, Mo	AC Distribution	67.00	13.00	
29	402-King City	AC Transmission	35.00	13.00	
30	Gentry Co, Mo				
31	404-Lake Road				
32	Buchanan Co, Mo				
33	Lake Road	AC Transmission	161.00	35.00	13.00
34	Lake Road Unit 4 GSU	AC Transmission	13.00	161.00	
35	Lake Road Units 1, 2, 3, 5, 6, 7 GSU	AC Transmission	13.00	35.00	
36	Lake Road	AC Distribution	35.00	13.00	
37	Lake Road	AC Distribution	13.00	2.00	
38	Lake Road	AC Distribution	13.00	4.00	
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.
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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	407-Maryville				
2	Nodaway Co, Mo				
3	Maryville	AC Transmission	161.00	67.00	13.00
4	Maryville	AC Distribution	161.00	13.00	
5	Maryville	AC Transmission	67.00	35.00	13.00
6	Maryville	AC Distribution	67.00	13.00	
7	409-Messanie	AC Distribution	35.00	13.00	
8	Buchanan Co, Mo				
9	410-Midway	AC Transmission	161.00	67.00	
10	Andrew Co, Mo				
11	413-Mound City	AC Distribution	67.00	13.00	
12	Holt Co, Mo				
13	414-Muddy Creek	AC Distribution	35.00	13.00	
14	Buchanan Co, Mo				
15	415-Nodaway	AC Distribution	67.00	13.00	
16	Nodaway Co, Mo				
17	416-Oak Street	AC Disbribution	35.00	13.00	
18	Buchanan Co, Mo				
19	417-Oregon	AC Distribution	35.00	13.00	
20	Holt Co, Mo				
21	418-Parnell	AC Distribution	35.00	13.00	
22	Nodaway Co, Mo				
23	419-Pickering	AC Distribution	67.00	13.00	
24	Nodaway Co, Mo				
25	421-Quaker Oats	AC Distribution	35.00	13.00	
26	Buchanan Co, Mo				
27	422-Ravenwood	AC Distribution	35.00	13.00	
28	Nodaway Co, Mo				
29	424-Rochester	AC Distribution	35.00	13.00	
30	Andrew Co, Mo				
31	425-Rosecrans	AC Distribution	35.00	13.00	
32	Buchanan Co, Mo				
33	426-Rushville	AC Distribution	35.00	13.00	
34	Buchanan Co, Mo				
35	427-Savannah	AC Distribution	67.00	13.00	
36	Andrew Co, Mo				
37	429-St Joe	AC Transmission	345.00	161.00	13.00
38	Andrew Co, Mo				
39	430-Tarkio	AC Distribution	67.00	13.00	
40	Atchison Co, Mo				

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	432-Wire Rope	AC Distribution	35.00	4.00	
2	Buchanan Co, Mo				
3	433-Woodbine	AC Distribution	161.00	13.00	
4	Buchanan Co, Mo				
5	434-Worth	AC Distribution	35.00	13.00	
6	Worth Co, Mo				
7	436-Eastowne	AC Transmission	345.00	161.00	
8	Andrew Co, Mo	AC Distribution	161.00	12.00	
9	705-Iatan	AC Distribution	35.00	13.00	
10	Platte Co, Mo				
11					
12	5 Small Company Owned Substations	AC Distribution			
13					
14					
15	SJLP Total		4535.00	1441.00	52.00
16					
17					
18					
19					
20					
21					
22					
23					
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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)	
30	1					1
						2
30	1					3
						4
13	1					5
30	1					6
13	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
60	2					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 (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)	
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 (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)	
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 (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)	
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
7363	345	30				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)	
42	4					1
						2
60	2					3
						4
40	5					5
						6
8	1	1				7
2	1					8
60	2					9
						10
134	2					11
60	2					12
56	1					13
67	1					14
60	2					15
39	4					16
						17
15	2	1				18
						19
4	1					20
						21
2	1					22
						23
138	2					24
21	2					25
						26
10	1	1				27
6	1					28
4	1					29
						30
						31
						32
133	2					33
112	1					34
144	6					35
83	3					36
8	2					37
8	1					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)	
						1
						2
112	2					3
30	1					4
21	2					5
21	2					6
28	4					7
						8
132	2					9
						10
11	2					11
						12
7	1					13
						14
20	2	1				15
						16
27	4					17
						18
11	2					19
						20
2	1					21
						22
6	1					23
						24
14	2					25
						26
5	1					27
						28
5	1					29
						30
11	2					31
						32
5	1					33
						34
31	3					35
						36
672	2					37
						38
12	2					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)	
12	2					1
						2
60	2					3
						4
1	3	1				5
						6
650	1	1				7
25	1					8
9	1					9
						10
						11
22	7					12
						13
						14
3278	110	6				15
						16
						17
						18
						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: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2017	Year/Period of Report 2016/Q4
KCP&L Greater Missouri Operations Company			
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.: 34 Column: a

This line item includes GSU transformer.

Schedule Page: 426.5 Line No.: 35 Column: a

This line item included GSU transformer.

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

Form 1 Approved
OMB No.1902-0021
(Expires 12/31/2019)
Form 1-F Approved
OMB No.1902-0029
(Expires 12/31/2019)
Form 3-Q Approved
OMB No.1902-0205
(Expires 12/31/2019)



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)

Transource Missouri, LLC

Year/Period of Report

End of 2016/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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
1	0101 Iatan	Nashua	345.00	345.00	1	17.90		1
2	0101 Iatan	Nashua	345.00	345.00	2	4.12		1
3	0101 Iatan	Nashua	345.00	345.00	2	7.83		1
4	0102 Mullin Creek	Sibley	345.00	345.00	1	101.82		1
5	0102 Mullin Creek	Sibley	345.00	345.00	2	1.06		1
6	0103 Mullin Creek	Nebraska City	345.00	345.00	1	33.29		1
7								
8	Line cost and expense	not available by individual						
9	transmission line	Total shown in Column J-P						
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36					TOTAL	166.02		6

Name of Respondent 20170508-8038 FERC PDF (Unofficial) Transource Missouri, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11 / 17 / 2017	Year/Period of Report End of 2016/Q4
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TRANSMISSION LINE STATISTICS (Continued)			
<p>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)</p> <p>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.</p> <p>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.</p> <p>10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.</p>			

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
2-1192.5 ACSS TW								4
2-1192.5 ACSS TW								5
2-1192.5 ACSS TW								6
								7
	47,874,648	238,537,916	286,412,564	205	600		805	8
								9
								10
								11
								12
								13
								14
								15
								16
								17
								18
								19
								20
								21
								22
								23
								24
								25
								26
								27
								28
								29
								30
								31
								32
								33
								34
								35
	47,874,648	238,537,916	286,412,564	205	600		805	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 (c)	SUPPORTING STRUCTURE		CIRCUITS PER STRUCTURE	
	From (a)	To (b)		Type (d)	Average Number per Miles (e)	Present (f)	Ultimate (g)
1	0102 Mullin Creek	Sibley	101.82	1		1	1
2	0102 Mullin Creek	Sibley	1.06	2		1	1
3	0103 Mullin Creek	Nebraska City	33.29	1		1	1
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44	TOTAL		136.17			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 KV (Operating) (k)	LINE COST					Line No.
Size (h)	Specification (i)	Configuration and Spacing (j)		Land and Land Rights (l)	Poles, Towers and Fixtures (m)	Conductors and Devices (n)	Asset Retire. Costs (o)	Total (p)	
2-1192.5	ACSS TW		345	32,290,252	76,852,036	51,234,690		160,376,978	1
2-1192.5	ACSS TW		345						2
2-1192.5	ACSS TW		345	10,683,674	31,167,421	20,418,779		62,269,874	3
									4
									5
									6
									7
									8
									9
									10
									11
									12
									13
									14
									15
									16
									17
									18
									19
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									21
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									37
									38
									39
									40
									41
									42
									43
				42,973,926	108,019,457	71,653,469		222,646,852	44

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

Form 1 Approved
OMB No.1902-0021
(Expires 12/31/2019)
Form 1-F Approved
OMB No.1902-0029
(Expires 12/31/2019)
Form 3-Q Approved
OMB No.1902-0205
(Expires 12/31/2019)



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)

Westar Energy, Inc.

Year/Period of Report

End of 2016/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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	72.74		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								
28	25 Summit	Elm Creek	345.00	345.00	SPS	28.56		2
29	TOTAL 345kV LINES					418.02		19
30								
31	230 kV LINES:							
32	01 Tecumseh Hill Sub	Swissvale Sub	230.00	230.00	HFW	12.56		1
33	01 Tecumseh Hill Sub	Swissvale Sub	230.00	230.00	ST	2.44		1
34								
35	02 Swissvale Sub	Morris Co Sub	230.00	230.00	HFW	49.75		1
36					TOTAL	3,553.74	180.19	56

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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	230.00	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	13 Jeffrey EC Sub	Auburn Rd Sub	230.00	230.00	HFW	29.88		1
25								
26	14 Jeffrey EC Sub	East Manhattan Sub	230.00	230.00	HFW	27.06		1
27								
28	15 East Manhattan Sub	Manhattan KPL-SECI Tie	230.00	230.00	SPW	2.91		1
29	15 East Manhattan Sub	Manhattan KPL-SECI Tie	230.00	230.00	SPW	1.35		1
30	15 East Manhattan Sub	Manhattan KPL-SECI Tie	230.00	230.00	HFW	2.92		1
31	15 East Manhattan Sub	Manhattan KPL-SECI Tie	230.00	230.00	SPS	0.13		1
32	15 East Manhattan Sub	Manhattan KPL-SECI Tie	230.00	230.00	SHF	0.78		1
33	TOTAL 230kV LINES					352.58	6.73	25
34								
35								
36					TOTAL	3,553.74	180.19	56

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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	03 Hook Jct	Kaw Jct	161.00	161.00	HFW	0.62		1
7	03 Hook Jct	Kaw Jct	161.00	161.00	HFW	0.31		1
8	03 Kaw Jct	Tecumseh Hill Sub	161.00	161.00	HFW	0.88		1
9	03 Kaw Jct	Tecumseh Hill Sub	161.00	161.00	ST	0.33		1
10	03 Kaw Jct	Midland Jct Sub	161.00	161.00	HFW	16.87		1
11	03 Kaw Jct	Midland Jct Sub	161.00	161.00	HFW	1.25		1
12								
13	05 Stranger Creek Sub	KCPL-GMO Tie	161.00	161.00	HFW	9.94		1
14	05 Stranger Creek Sub	KCPL-GMO Tie	161.00	161.00	SPS	1.87		1
15								
16	06 Spring Hill Sub	Spring Hill KPL-KCPL Tie	161.00	161.00	SPW	0.62		1
17	TOTAL 161 kV LINES					102.60		12
18								
19	115 kV LINES		115.00			1,091.89	118.87	
20								
21	69 kV LINES		69.00			129.85	54.59	
22								
23	34.5 kV LINES		34.50	34.50		1,458.80		
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36					TOTAL	3,553.74	180.19	56

Name of Respondent 20170505-8016 FERC PDF (Unofficial) Westar Energy, Inc.	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 05/07/2017 / /	Year/Period of Report End of 2016/Q4
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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	6,960,172	7,088,647					2
795.0 ACSR								3
								4
795.0 ACSR	32,119	818,880	850,999					5
								6
795.0 ACSR	85,579	3,197,930	3,283,509					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	78,878	9,464,260	9,543,138					13
								14
795.0 ACSR	289,775	7,300,422	7,590,197					15
795.0 ACSR								16
								17
1192.5&1590 ACSR	669,756	38,816,673	39,486,429					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
								27
1590 ACSR	3,910,419	32,667,013	36,577,432					28
	9,525,411	187,694,566	197,219,977					29
								30
								31
927.2 AAAC	39,823	1,032,539	1,072,362					32
927.2 AAAC								33
								34
927.2 AAAC	76,306	2,532,689	2,608,995					35
	37,265,681	677,144,847	714,410,528					36

Name of Respondent 20170505-8016 FERC PDF (Unofficial) Westar Energy, Inc.	This Report Is: (2) <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11 / 17	Year/Period of Report End of 2016/Q4
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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)	
927.2 AAAC	60,408	1,596,688	1,657,096					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	4,664,400	4,729,870					10
								11
927.2 AAAC	51,211	3,502,412	3,553,623					12
927.2 AAAC								13
927.2 AAAC								14
								15
927.2 AAAC	69,138	1,598,408	1,667,546					16
								17
795.0 ACSR	14,347	185,035	199,382					18
927.2 AAAC								19
								20
1192.5 ACSR	32,676	1,502,118	1,534,794					21
927.2 AAAC								22
								23
795.0 ACSR	65,602	2,446,252	2,511,854					24
								25
1192.5 ACSR	61,468	2,645,969	2,707,437					26
								27
1192.5 ACSR	111,205	3,498,754	3,609,959					28
927.2 AAAC								29
795.0 ACSR								30
1590 KCM ACSR								31
1590 KCM ACSR								32
	780,573	30,123,891	30,904,464					33
								34
								35
	37,265,681	677,144,847	714,410,528					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
397.5 ACSR								6
927.2 AAAC								7
927.2 AAAC								8
927.2 AAAC								9
397.5 ACSR								10
795.0 ACSR								11
								12
1192.5 ACSR	29,980	2,026,487	2,056,467					13
1192.5 ACSR								14
								15
1192.5 ACSR	30,117	197,501	227,618					16
	124,378	5,324,884	5,449,262					17
								18
Various Sizes	22,362,098	331,919,244	354,281,342					19
								20
Various Sizes	2,043,613	21,848,370	23,891,983					21
								22
Various Sizes	2,429,608	100,233,892	102,663,500					23
								24
								25
								26
								27
								28
								29
								30
								31
								32
								33
								34
								35
	37,265,681	677,144,847	714,410,528					36

Name of Respondent Westar Energy, Inc.	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
FOOTNOTE DATA			

Schedule Page: 422 Line No.: 3 Column: I

Costs are included in line 2 above.

Schedule Page: 422 Line No.: 10 Column: I

Costs are included in line 9 above.

Schedule Page: 422 Line No.: 11 Column: I

Costs are included in line 9 above.

Schedule Page: 422 Line No.: 16 Column: I

Costs are included in line 15 above.

Schedule Page: 422 Line No.: 19 Column: I

Costs are included in line 18 above.

Schedule Page: 422 Line No.: 24 Column: I

Costs are included in line 23 above.

Schedule Page: 422 Line No.: 33 Column: I

Costs are included in line 32 above.

Schedule Page: 422.1 Line No.: 2 Column: I

Costs are included in line 1 above.

Schedule Page: 422.1 Line No.: 5 Column: I

Costs are included in line 4 above.

Schedule Page: 422.1 Line No.: 8 Column: I

Costs are included in line 7 above.

Schedule Page: 422.1 Line No.: 13 Column: I

Costs are included in line 12 above.

Schedule Page: 422.1 Line No.: 14 Column: I

Costs are included in line 12 above.

Schedule Page: 422.1 Line No.: 19 Column: I

Costs are included in line 18 above.

Schedule Page: 422.1 Line No.: 22 Column: I

Costs are included in line 21 above.

Schedule Page: 422.1 Line No.: 29 Column: I

Costs are included in line 28 above.

Schedule Page: 422.1 Line No.: 30 Column: I

Costs are included in line 28 above.

Schedule Page: 422.1 Line No.: 31 Column: I

Costs are included in line 28 above.

Schedule Page: 422.1 Line No.: 32 Column: I

Costs are included in line 28 above.

Schedule Page: 422.2 Line No.: 3 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 4 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 14 Column: I

Costs are included in line 13 above.

Schedule Page: 422.2 Line No.: 19 Column: d

Various

Schedule Page: 422.2 Line No.: 21 Column: d

Various

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 (a)	To (b)		Type (d)	Average Number per Miles (e)	Present (f)	Ultimate (g)
1	ADDED OVERHEAD:						
2	115.09 S. Alma	South Manhattan	13.41	SPS	6.41	1	1
3	115.09 S. Alma	Keene	13.26	SLT	5.81	1	1
4	115.34 East Nemaha Tap	East Nemaha	2.48	SPW	18.00	1	1
5	115.82 West Jct. City	Anzio	1.40	SPW	20.00	1	1
6	345.07 Summit	JEC	6.95	SPS	8.06	2	2
7	345.25 Summit	Elm Creek	28.56	SPS	7.25	2	2
8							
9							
10							
11	REMOVED OVERHEAD:						
12	115.09 South Manhattan	S. Alma	-13.45	HFW	-6.47	-1	-1
13	115.09 S. Alma	Keene	-13.26	LT	-6.33	-1	-1
14	115.82 West Jct. City	Anzio	-1.33	SPW	-24.00	-1	-1
15	345.07 Summit	JEC	-7.08	HFW	-6.64	-1	-1
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
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31							
32							
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34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44	TOTAL		30.94		22.09	4	4

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 KV (Operating) (k)	LINE COST					Line No.
Size (h)	Specification (i)	Configuration and Spacing (j)		Land and Land Rights (l)	Poles, Towers and Fixtures (m)	Conductors and Devices (n)	Asset Retire. Costs (o)	Total (p)	
									1
3W-1192.5	ACSR	Vertical	115		9,976,132	2,786,402		12,762,534	2
3W-1192.5	ACSR	Vertical	115		12,230,482			12,230,482	3
3W-1192.5	ACSR	Vertical	115	23,936	2,635,617			2,659,553	4
3W-556	ACSR	Vertical	115		763,005	79,953		842,958	5
6W-1590	ACSR	Vertical	345		102,308	1,127,061		1,229,369	6
1590	ACSR	Vertical	345		20,124,892	12,542,120		32,667,012	7
									8
									9
									10
									11
4/0&266.8	ACSR	Horizontal	115				-62,564	-62,564	12
266.8	ACSR	Vertical	115						13
566	ACSR	Vertical	115				-117,559	-117,559	14
1192.5	ACSR	Horizontal	115						15
									16
									17
									18
									19
									20
									21
									22
									23
									24
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									34
									35
									36
									37
									38
									39
									40
									41
									42
									43
				23,936	45,832,436	16,535,536	-180,123	62,211,785	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	12.00	
7	18th & Plum	Distribution	69.00	12.00	
8	19th Street	Distribution	115.00	12.00	
9	1st & Brady	Distribution	34.00	12.00	
10	27th & Croco	Distribution	115.00	12.00	
11	29th & Gage	Distribution	115.00	12.00	
12	2nd & Elm	Distribution	69.00	4.00	
13	2nd & Madison	Distribution	69.00	13.20	
14	2nd & Madison	Transmission	115.00	69.00	
15	2nd & Prescott	Distribution	34.00	12.00	
16	30th & Prairie	Distribution	115.00	12.00	
17	3rd & Van Buren	Distribution	115.00	12.00	
18	3rd & Van Buren	Transmission	115.00	69.00	34.50
19	41st & California	Distribution	115.00	12.00	
20	43rd & Lorraine	Distribution	115.00	12.00	
21	4th & Van Buren	Distribution	115.00	12.00	
22	53rd & Mund	Distribution	115.00	12.00	
23	54th & Meriden	Distribution	115.00	12.00	
24	6th & Golden	Distribution	115.00	12.00	
25	6th Street	Distribution	115.00	12.00	
26	87th Street	Transmission	345.00	115.00	
27	95th & Waverly	Distribution	115.00	12.00	
28	Abilene Energy Center	Transmission	115.00	34.00	
29	Anzio	Transmission	115.00	34.00	
30	Arnold	Distribution	69.00	12.00	
31	Arnold	Distribution	115.00	12.00	
32	Arnold	Transmission	115.00	69.00	
33	Auburn Substation	Transmission	230.00	115.00	
34	Auburn Substation (Spare)	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

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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	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 Nemaha	Transmission	115.00	34.00	
20	East Street	Transmission	115.00	34.00	
21	East Street	Distribution	115.00	12.00	
22	Education Station (MacVicar)	Distribution	115.00	12.00	
23	Edwardsville	Distribution	115.00	12.00	
24	Edwardsville	Transmission	161.00	115.00	
25	Emporia Energy Center	ATT Transmission	13.80	345.00	
26	Emporia Energy Center	ATT Transmission	18.00	345.00	
27	Eudora	Distribution	115.00	12.00	
28	Exide	Industrial	115.00	12.00	
29	F & Monroe	Industrial	69.00	12.00	
30	Fairgrounds	Distribution	115.00	12.00	
31	Fairmont - Basehor	Distribution	34.00	12.00	
32	Florence Junction	Transmission	115.00	34.00	
33	FMC	Distribution	115.00	12.00	
34	Forbes	Distribution	115.00	12.00	
35	Four Corners	Distribution	115.00	12.00	
36	Ft. Junction Sw. Station	Distribution	115.00	12.00	
37	General Foods	Industrial	34.00	12.00	
38	Goodyear No 1	Industrial	34.50	2.40	
39	Goodyear No 2	Industrial	34.50	2.40	
40	Gordon Evans SES	ATT Transmission	16.00	138.00	

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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	Gordon Evans SES	ATT Transmission	13.80	138.00	
2	Gordon Evans SES	ATT Transmission	18.00	138.00	
3	Gordon Evans SES	ATT Transmission	24.00	138.00	
4	Hallmark	Distribution	115.00	12.00	
5	Hatcher	Distribution	34.00	12.00	
6	Heartland	Distribution	115.00	12.00	
7	Hillsboro	Transmission	115.00	34.00	
8	Hoyt	Transmission	345.00	115.00	14.40
9	Hoyt HTI	Distribution	115.00	12.00	
10	Hoyt Mayetta Rural	Distribution	34.00	12.00	
11	Hunter's Island	Distribution	34.00	12.00	
12	Hutchinson EC Substation	Transmission	115.00	69.00	
13	Hutchinson EC Substation	ATT Transmission	18.00		
14	Hutchinson Gas Turbine Substation	ATT Transmission	69.00	13.80	
15	Hutchinson Gas Turbine Substation	ATT Transmission	69.00	13.80	
16	Hutchinson Gas Turbine Substation	ATT Transmission	115.00	13.80	
17	Hutchinson Gas Turbine Substation	ATT Transmission	115.00	13.80	
18	Indian Hills	Distribution	115.00	12.00	
19	Indianola	Distribution	115.00	12.00	
20	Indianola	Transmission	115.00	34.00	
21	Jaggard	Distribution	115.00	12.00	
22	Jaggard	Transmission	115.00	34.00	
23	Jeffrey Energy Center Substation	ATT Transmission	230.00	34.50	
24	Jeffrey Energy Center Substation	ATT Transmission	345.00	230.00	14.40
25	Jeffrey Energy Center Unit 1	ATT Transmission	230.00	26.00	
26	Jeffrey Energy Center Unit 2	ATT Transmission	345.00	26.00	
27	Jeffrey Energy Center Unit 3	ATT Transmission	345.00	26.00	
28	Junction City	Distribution	115.00	12.00	
29	Junction City	Transmission	115.00	34.00	
30	K.U. West Campus	Industrial	115.00	12.00	
31	Keene	Distribution	34.00	12.00	
32	Kelly	Transmission	161.00	115.00	
33	Kereford	Transmission	115.00	69.00	
34	KnobHill	Transmission	115.00	34.00	
35	KSU Campus	Distribution	115.00	12.00	
36	Lang	Transmission	345.00	115.00	
37	Lawrence Energy Center Unit 3	ATT Transmission	14.00		
38	Lawrence Energy Center Unit 4	ATT Transmission	14.00		
39	Lawrence Energy Center Unit 5	ATT Transmission	24.00		
40	Lawrence Hill	Distribution	115.00	12.00	

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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	Lawrence Hill	Transmission	230.00	115.00	
2	Levee	Distribution	115.00	12.47	
3	LFM	Industrial	69.00	12.00	
4	LFM	Industrial	69.00	14.40	
5	Lindsborg Interconnect	Distribution	34.00	12.00	
6	Louisville	Distribution	34.00	12.00	
7	Mapco Sub No. 1	Industrial	34.50	2.40	
8	Marysville	Distribution	34.00	12.00	
9	Matters Corner	Distribution	115.00	12.00	
10	Matters Corner	Transmission	115.00	34.00	
11	Maur Hill	Distribution	69.00	12.00	
12	McDowell Creek	Transmission	230.00	115.00	
13	Meadowlark	Distribution	115.00	12.00	
14	Metropolitan	Distribution	34.00	12.00	
15	Midland Jct.	Transmission	230.00	115.00	
16	Midwest Grain	Distribution	69.00	4.00	
17	Monticello	Distribution	115.00	12.00	
18	Moonlight	Transmission	115.00	34.00	
19	Moonlight	Distribution	115.00	12.00	
20	Morris County	Transmission	115.00	34.00	
21	Morris County	Transmission	230.00	115.00	
22	Morris County	Transmission	345.00	230.00	14.40
23	Moundridge	Transmission	138.00	115.00	
24	Mulberry Creek	Distribution	34.00	12.00	
25	Muscotah	Transmission	69.00	34.00	
26	N.W. Leavenworth	Distribution	115.00	12.00	
27	N.W. Leavenworth	Transmission	115.00	34.00	
28	New Cities Service	Distribution	115.00	12.00	
29	New Cities Service	Transmission	115.00	69.00	
30	North American Philips	Industrial	115.00	12.00	
31	North Central Foundry	Transmission	115.00	34.00	
32	North Manhattan	Transmission	230.00	115.00	14.40
33	North Street	Distribution	115.00	12.00	
34	North Tyler	Distribution	115.00	12.00	
35	Northland	Distribution	115.00	12.00	
36	Parallel	Distribution	115.00	12.00	
37	Parallel	Transmission	115.00	34.00	
38	Pentagon	Distribution	115.00	12.00	
39	Quinton Heights	Distribution	115.00	12.00	
40	Reno County	Transmission	345.00	115.00	

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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	Rock Creek	Distribution	69.00	12.00	
2	S.W. Lawrence	Distribution	115.00	12.00	
3	Sabetha Interconnect	Distribution	34.00	12.00	
4	Salina Main	Distribution	115.00	12.00	
5	Salina Main	Transmission	115.00	34.00	
6	Salt Creek	Distribution	115.00	12.47	
7	Schilling	Distribution	115.00	12.47	
8	Scranton	Distribution	115.00	12.00	
9	Shawnee Heights	Distribution	115.00	12.00	
10	Sherman & Madison	Distribution	34.00	4.00	
11	Sherwood	Distribution	115.00	12.00	
12	Smoky Hill	Transmission	115.00	34.00	
13	Smoky Hill	Distribution	115.00	12.00	
14	Soldier Creek	Distribution	34.00	12.00	
15	South Alma	Transmission	115.00	34.00	
16	South Gage	Distribution	115.00	12.00	
17	South Seneca	Distribution	34.00	12.00	
18	South Seneca	Transmission	115.00	34.00	
19	Southgate	Distribution	115.00	12.00	
20	Southtown	Distribution	115.00	12.00	
21	Springhill	Distribution	115.00	12.00	
22	Springhill	Transmission	161.00	115.00	
23	Spruce St.	Distribution	115.00	12.00	
24	St. George REC	Distribution	34.00	12.00	
25	Stagg Hill	Distribution	115.00	12.47	
26	Stagg Hill	Transmission	115.00	34.50	
27	Stranger Creek	Transmission	345.00	161.00	
28	Stranger Creek	Transmission	345.00	115.00	14.40
29	Summit	Transmission	345.00	230.00	14.40
30	Summit	Transmission	230.00	115.00	
31	Swissvale	Transmission	345.00	230.00	14.40
32	Tecumseh Energy Center Substation	Transmission	115.00	69.00	
33	Tecumseh Energy Center Unit 7/9	ATT Transmission	14.40		
34	Tecumseh Energy Center Unit 8/10	ATT Transmission	16.00		
35	Tecumseh Hill	Industrial	115.00	12.00	
36	Tecumseh Hill	Transmission	161.00	115.00	
37	Tecumseh Hill	Transmission	230.00	115.00	
38	Thornton St.	Distribution	115.00	12.00	
39	Thornton St.	Transmission	115.00	34.00	
40	Timberlane	Transmission	115.00	34.00	

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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	Timberlane	Distribution	115.00	12.00	
2	Tonga Tap	Distribution	115.00	12.00	
3	Tonga Tap	Transmission	115.00	34.00	
4	Tonganoxie	Distribution	34.00	12.00	
5	Underpass	Distribution	115.00	12.00	
6	Union Ridge	Transmission	115.00	34.00	
7	Union Ridge	Transmission	230.00	115.00	
8	Vaughn	Transmission	115.00	34.00	
9	Wadsworth	Distribution	34.00	4.00	
10	Walnut	Distribution	115.00	12.00	
11	Walnut	Transmission	115.00	69.00	
12	Wamego Interconnect	Distribution	34.00	12.00	
13	Waterworks	Industrial	34.00	12.00	
14	Wathena	Transmission	69.00	34.00	
15	Wathena	Distribution	69.00	12.00	
16	West Abilene	Distribution	34.00	12.00	
17	West Crawford	Distribution	115.00	12.00	
18	West Emporia	Distribution	115.00	12.00	
19	West Emporia	Transmission	115.00	34.00	
20	West Junction City	Distribution	115.00	12.00	
21	West KSU Stadium	Distribution	34.00	12.00	
22	West McPherson	Transmission	115.00	34.00	
23	Westgate	Distribution	34.00	12.00	
24	Westmoreland	Distribution	34.00	12.00	
25	Westside	Distribution	34.50	12.47	
26	Wheatland	Transmission	115.00	34.00	
27	Wildcat Creek	Distribution	115.00	12.00	
28	Williams Brothers Pipeline	Distribution	161.00	4.16	
29	Wren	Distribution	115.00	12.00	
30					
31	234 Total		25822.00	8509.85	203.80
32					
33					
34					
35					
36	1 substation Transmission Attended	ATT Transmission	34.50	7.20	
37	4 substations Transmission Unattended	Transmission	303.16	102.00	
38	127 substations Distribution Unattended	Distribution	4617.00	1320.64	
39	24 substations Industrial	Industrial	883.44	75.68	
40	Abilene DS&O	Resale	34.00	12.00	

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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	Bestwall	Resale	34.50	4.16	
2	Clay Center COOP	Resale	34.50	12.47	
3	Herington City	Resale	34.50	4.16	
4	Minneapolis DS&O	Resale	34.00	12.00	
5	Olpe - Lyon Co. REA	Resale	34.00	12.00	
6	Pearl DS&O COOP	Resale	34.00	12.00	
7	Ramona DS&O	Resale	34.00	12.00	
8	Salemburg DS&O COOP	Resale	34.00	12.00	
9					
10	165 Substations with less than 10 MVa Total		6145.60	1598.31	
11					
12	Transmission Attended				
13	Transmission Unattended				
14	Distribution				
15	Resale				
16					
17	Total				
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 (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)	
25	2					1
45	2					2
11	1					3
21	2					4
22	1					5
67	3					6
11	1					7
70	3					8
14	2					9
22	1					10
45	2					11
11	1					12
45	2					13
112	1					14
21	2					15
21	2					16
22	1					17
112	1					18
47	2					19
25	1					20
101	4					21
25	1					22
11	1					23
47	2					24
67	3					25
400	1					26
50	2					27
89	2					28
71	2					29
11	1					30
21	2					31
112	1					32
400	1					33
280	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.

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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
38	1					19
33	2					20
58	1					21
50	1					22
32	1					23
165	3					24
240	1					25
690	2					26
23	1					27
22	1					28
11	3					29
50	2					30
11	1					31
21	2					32
21	1					33
47	1					34
11	1					35
25	3					36
11	1					37
16	1					38
23	1					39
170	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.

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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)	
200	1					1
236	3					2
340	3					3
45	1					4
14	2					5
25	1					6
22	1					7
560	3					8
11	1					9
11	1					10
11	3					11
112	1					12
213	1					13
65	1					14
65	1					15
65	2					16
194	1					17
45	1					18
25	1					19
100	2					20
25	2					21
28	1					22
112	1					23
1120	1					24
750	2					25
750	2					26
750	1					27
21	1					28
22	1					29
11	1					30
25	1					31
167	1					32
42	1					33
75	1					34
95	4					35
280	1					36
65	3					37
15	1					38
448	1					39
95	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.

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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	1					1
25	3					2
11	1					3
18	1					4
11	3					5
11	1					6
12	3					7
10	1					8
45	1					9
56	2					10
11	2					11
280	1					12
50	1					13
11	3					14
280	2					15
25	2					16
25	1					17
28	1					18
45	1					19
33	3					20
280	1					21
560	1					22
350	1					23
11	1					24
20	2					25
11	1					26
27	1					27
22	1					28
56	1					29
28	1					30
11	1					31
280	1					32
14	1					33
22	1					34
36	1					35
11	1					36
28	1					37
50	1					38
45	1					39
560	2					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
70	1					2
11	2					3
21	2					4
67	3					5
50	2					6
20	2					7
11	1					8
11	1					9
11	1					10
25	1					11
37	1					12
45	1					13
14	2					14
28	1					15
45	2					16
14	2					17
28	1					18
22	1					19
45	2					20
21	2					21
168	1					22
47	2					23
11	1					24
11	1					25
37	1					26
400	1					27
1120	2					28
560	1					29
560	2					30
960	2					31
80	1					32
110	1					33
363	2					34
16	2					35
168	1					36
280	1					37
22	1					38
27	1					39
25	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)	
70	3					1
11	1					2
50	2					3
12	2					4
45	2					5
50	1					6
100	1					7
33	1					8
17	2					9
21	2					10
45	1					11
15	1					12
14	2					13
14	1					14
20	2					15
21	2					16
45	2					17
33	2					18
37	1					19
70	3					20
21	2					21
28	2					22
11	1					23
11	1					24
11	1					25
66	1					26
48	2					27
11	1					28
70	3					29
						30
22961	344					31
						32
						33
						34
						35
6	2					36
16	4					37
536	200					38
74	41					39
7	2					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)	
4	1					1
3	1					2
7	1					3
4	1					4
4	1					5
4	1					6
1	3					7
1	1					8
						9
667	259					10
						11
6967	34					12
12587	163					13
4039	394					14
35	12					15
						16
23628	603					17
						18
						19
						20
						21
						22
						23
						24
						25
						26
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						29
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						32
						33
						34
						35
						36
						37
						38
						39
						40

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

Form 1 Approved
OMB No.1902-0021
(Expires 12/31/2019)
Form 1-F Approved
OMB No.1902-0029
(Expires 12/31/2019)
Form 3-Q Approved
OMB No.1902-0205
(Expires 12/31/2019)



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)

Kansas Gas and Electric Company

Year/Period of Report

End of 2016/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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	2,469.88	66.48	146

TRANSMISSION LINE STATISTICS

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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	0.30		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					213.57	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	2,469.88	66.48	146

TRANSMISSION LINE STATISTICS

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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	2,469.88	66.48	146

TRANSMISSION LINE STATISTICS

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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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	13 Murray Gill Sub	Clearwater Sub	138.00	138.00	SHF	7.96		1
5	13 Clearwater Sub	Harper Sub	138.00	138.00	HFW	6.12		1
6								
7	14 Halstead Sub	Moundridge Sub	138.00	138.00	SPS	2.18	8.98	1
8								
9	15 Neosho Sub	Liberty/Dearing Sub	138.00	138.00	HFW	41.19		1
10								
11	16 Altoona Sub	Tioga Sub	138.00	138.00	HFW	16.38		1
12								
13	17 Dearing Sub	Bartlesville KGE-AEP Tie	138.00	138.00	HFW	3.91		1
14								
15	18 Northeast Sub	Weaver Sub	138.00	138.00	SPS	0.27		1
16	18 Northeast Sub	Weaver Sub	138.00	138.00	ST		0.84	1
17	18 Northeast Sub	Weaver Sub	138.00	138.00	SPW	0.29		1
18	18 Northeast Sub	Weaver Sub	138.00	138.00	HFW	10.29		1
19								
20	19 Gordon Evans Sub	Wichita 345 Sub	138.00	138.00	ST	0.19		1
21								
22	20 Dearing Sub	Montgomery Sub	138.00	138.00	HFW	11.45		1
23								
24	21 Rose Hill Sub	El Paso Sub	138.00	138.00	SPS		6.52	1
25	21 Rose Hill Sub	El Paso Sub	138.00	138.00	HFW	1.74		1
26	21 Rose Hill Sub	El Paso Sub	138.00	138.00	ST	0.11		1
27								
28	22 Murray Gill Sub	Waco Jct	138.00	138.00	SPW	0.65		1
29	22 Waco Jct	Waco Sub	138.00	138.00	SPW	1.23	1.23	2
30	22 Waco Jct	Centennial Sub	138.00	138.00	SPW	8.37		1
31	22 Centennial Sub	Cowskin Sub	138.00	138.00	ST	0.02		1
32	22 Centennial Sub	Cowskin Sub	138.00	138.00	SPW,SPS	3.26		1
33								
34	23 Canal Sub	17th Street Sub	138.00	138.00	SPW	4.40		1
35	23 Canal Sub	17th Street Sub	138.00	138.00	SPS	0.47		1
36					TOTAL	2,469.88	66.48	146

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Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
1								
2	24 Neosho 345 Sub	Neosho SES Sub	138.00	138.00	HFW	0.30		1
3								
4	25 Montgomery Sub	Taylor Sub	138.00	138.00	SPW	1.86		1
5	25 Taylor Sub	Altoona Sub	138.00	138.00	SPW	2.75		1
6	25 Taylor Sub	Altoona Sub	138.00	138.00	HFW	7.54		1
7	25 Montgomery Sub	Altoona Sub	138.00	138.00	HFW	10.63		1
8	25 Montgomery Sub	Altoona Sub	138.00	138.00	ST	0.71		1
9								
10	26 Northeast Sub	Benton Sub	138.00	138.00	SPW	3.04		1
11	26 Northeast Sub	Benton Sub	138.00	138.00	HFW	4.72		1
12	26 Northeast Sub	Benton Sub	138.00	138.00	ST	0.05		1
13	26 Northeast Sub	Benton Sub	138.00	138.00	ST		1.23	1
14	26 Benton Sub	Midian Sub	138.00	138.00	HFW	14.08		1
15	26 Benton Sub	Midian Sub	138.00	138.00	ST	0.02		1
16								
17	27 Rose Hill Sub	Weaver Sub	138.00	138.00	SPS	0.72		1
18	27 Rose Hill Sub	Weaver Sub	138.00	138.00	HFW	1.18		1
19	27 Rose Hill Sub	Weaver Sub	138.00	138.00	ST	0.02		1
20	27 Rose Hill Sub	Weaver Sub	138.00	138.00	ST	0.02	5.47	1
21								
22	28 El Paso Sub	Stearman Sub	138.00	138.00	SPW	5.19		1
23	28 El Paso Sub	Stearman Sub	138.00	138.00	SPS	0.30		1
24	28 Stearman Sub	Boeing Sub	138.00	138.00	SPS		0.28	1
25	28 El Paso Sub	Boeing Sub	138.00	138.00	SPW	1.12		1
26	28 El Paso Sub	Boeing Sub	138.00	138.00	SPS	0.52		1
27	28 El Paso Sub	Boeing Sub	138.00	138.00	ST		0.11	1
28	28 Boeing Sub	Canal Sub	138.00	138.00	SPW	3.18		1
29	28 Boeing Sub	Canal Sub	138.00	138.00	SPS	0.18		1
30	28 Boeing Sub	Canal Sub	138.00	138.00	SPS		0.52	1
31								
32	29 Chisholm Sub	17th Street Sub	138.00	138.00	SPS	0.28		1
33	29 Chisholm Sub	17th Street Sub	138.00	138.00	HFW	1.53		1
34	29 Chisholm Sub	17th Street Sub	138.00	138.00	CONC	4.09		1
35								
36					TOTAL	2,469.88	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 Structure (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
1	30 El Paso Sub	64th Street Sub	138.00	138.00	ST	0.27		1
2	30 El Paso Sub	64th Street Sub	138.00	138.00	SPW	5.77		1
3	30 El Paso Sub	64th Street Sub	138.00	138.00	SPW	0.92		1
4	30 El Paso Sub	64th Street Sub	138.00	138.00	ST	0.99		1
5								
6	31 Rose Hill Sub	Stearman Sub	138.00	138.00	SPS	10.19		2
7	31 Rose Hill Sub	Stearman Sub	138.00	138.00	SPS	1.45		1
8								
9	32 Gordon Evans Sub	Wichita 345 Sub	138.00	138.00	HFW	0.11		1
10								
11	33 64th Street Sub	Weaver Sub	138.00	138.00	ST		0.25	1
12	33 64th Street Sub	Weaver Sub	138.00	138.00	SPW	10.01		1
13	33 64th Street Sub	Weaver Sub	138.00	138.00	SPW		0.92	1
14	33 Springdale Tap	Springdale Sub	138.00	138.00	SPW	0.06		1
15	33 Harry St Sub So Tap	Harry St Sub	138.00	138.00	SPW	0.12		1
16								
17	34 Crisholm Sub	Grant Sub	69.00	138.00	SPW	2.31		1
18								
19	36 Sumner County Sub	Timber Jct Sub	138.00	138.00	SPW	12.00		1
20	36 Timber Jct Sub	TC Rock Sub	138.00	138.00	SPW	1.12		2
21								
22	38 Bently West Sub	38 Bentley East Sub	138.00	138.00	SPW	3.41		1
23								
24	TOTAL 138 kV LINES					496.47	54.20	113
25								
26	69 kV Lines		69.00	69.00		937.04	12.07	
27								
28	34.5 kV LINES		34.50	34.50		66.42		
29								
30								
31								
32								
33								
34								
35								
36					TOTAL	2,469.88	66.48	146

Name of Respondent 20170505-8015 FERC PDF (Unofficial) Kansas Gas and Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2016/Q4
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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	359,223	10,358,562	10,717,785					2
								3
795.0 ACSR	812,818	13,766,938	14,579,756					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	12,466,458	13,042,398					11
954.0 ACSR								12
954.0 ACSR								13
954.0 ACSR								14
								15
954.0 ACSR	466,761	5,804,258	6,271,019					16
954.0 ACSR								17
								18
795.0 ACSR	131,636	1,584,454	1,716,090					19
								20
795.0 ACSR	225,488	2,032,318	2,257,806					21
								22
954.0 ACSR	918,643	12,603,184	13,521,827					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	196,144,337	209,628,990					35
	50,465,522	572,369,369	622,834,891					36

Name of Respondent 20170505-8015 FERC PDF (Unofficial) Kansas Gas and Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11 / 17	Year/Period of Report End of 2016/Q4
TRANSMISSION LINE STATISTICS (Continued)			
<p>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)</p> <p>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.</p> <p>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.</p> <p>10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.</p>			

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	4,120,414	5,029,175					2
								3
636.0 ACSR	3,928	41,734	45,662					4
795.0 ACSR								5
								6
336.0 ACSR	18,272	2,214,450	2,232,722					7
336.0 ACSR								8
								9
795.0 ACSR	163,726	2,648,395	2,812,121					10
795.0 ACSR								11
								12
954.0 ACSR		1,367,604	1,367,604					13
								14
795.0 ACSR	134,505	3,399,673	3,534,178					15
795.0 ACSR								16
								17
	1,229,192	13,792,270	15,021,462					18
								19
								20
795.0 ACSR	89,537	4,821,749	4,911,286					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	933,509	988,372					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
	50,465,522	572,369,369	622,834,891					36

Name of Respondent 20170505-8015 FERC PDF (Unofficial) Kansas Gas and Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 7/1/2017 / /	Year/Period of Report End of 2016/Q4
TRANSMISSION LINE STATISTICS (Continued)			
<p>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)</p> <p>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.</p> <p>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.</p> <p>10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.</p>			

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	7,622,690	7,889,276					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	2,916,226	1,532,673	4,448,899					10
1192.5 ACSR								11
954.0 ACSR								12
954.0 ACSR								13
								14
666.0 ACSR	89,233	970,374	1,059,607					15
666.0 ACSR								16
666.0 ACSR								17
954.0 ACSR								18
								19
666.0 ACSR	396,669	6,250,922	6,647,591					20
666.0 ACSR								21
666.0 ACSR								22
								23
477.0 ACSR	165,352	1,798,728	1,964,080					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	526,915	7,279,967	7,806,882					35
	50,465,522	572,369,369	622,834,891					36

Name of Respondent 20170505-8015 FERC PDF (Unofficial) Kansas Gas and Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 7/4/2017 / /	Year/Period of Report End of 2016/Q4
TRANSMISSION LINE STATISTICS (Continued)			
<p>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)</p> <p>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.</p> <p>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.</p> <p>10. Base the plant cost figures called for in columns (j) to (l) on the book cost at end of year.</p>			

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
1192.5 ACSR	50,179	8,206,195	8,256,374					4
266.8 ACSR								5
								6
1192.5 ACSR	17,325	1,667,830	1,685,155					7
								8
795.0 ACSR	83,755	1,938,294	2,022,049					9
								10
477.0 ACSR	45,415	601,500	646,915					11
								12
795.0 ACSR	8,283	1,708,760	1,717,043					13
								14
795.0 ACSR	265,589	1,365,898	1,631,487					15
795.0 ACSR								16
795.0 ACSR								17
795.0 ACSR								18
								19
795.0 ACSR		34,081	34,081					20
								21
795.0 ACSR	33,611	466,492	500,103					22
								23
954.0 ACSR	125,051	1,298,016	1,423,067					24
954.0 ACSR								25
954.0 ACSR								26
								27
954.0 ACSR	742,786	9,379,417	10,122,203					28
954.0 ACSR								29
954.0 ACSR								30
3" SP AL								31
Various								32
								33
954.0 ACSR		1,252,251	1,252,251					34
954.0 ACSR								35
	50,465,522	572,369,369	622,834,891					36

Name of Respondent 20170505-8015 FERC PDF (Unofficial) Kansas Gas and Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 05 / 07 / 2017	Year/Period of Report End of 2016/Q4
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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)
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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.
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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)	
								1
1192.5 ACSR		1,138,073	1,138,073					2
								3
954.0 ACSR	81,747	3,651,610	3,733,357					4
954.0 ACSR								5
954.0 ACSR								6
954.0 ACSR								7
954.0 ACSR								8
								9
954.0 ACSR	386,692	2,257,740	2,644,432					10
954.0 ACSR								11
954.0 ACSR								12
666.0 ACSR								13
954.0 ACSR								14
954.0 ACSR								15
								16
954.0 ACSR	32,973	662,421	695,394					17
954.0 ACSR								18
954.0 ACSR								19
954.0 ACSR								20
								21
954.0 ACSR	132,779	3,519,412	3,652,191					22
954.0 ACSR								23
954.0 ACSR								24
954.0 ACSR								25
477.0 ACSR								26
954.0 ACSR								27
954.0 ACSR								28
954.0 ACSR								29
477.0 ACSR								30
								31
954.0 ACSR	119,828	1,920,448	2,040,276					32
954.0 ACSR								33
954.0 ACSR								34
								35
	50,465,522	572,369,369	622,834,891					36

Name of Respondent 20170505-8015 FERC PDF (Unofficial) Kansas Gas and Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 7/1/2017 / /	Year/Period of Report End of 2016/Q4
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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)
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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)	
954.0 ACSR	5,688	2,560,488	2,566,176					1
954.0 ACSR								2
477.0 ACSR								3
477.0 ACSR								4
								5
954.0 ACSR	1,519,628	7,193,608	8,713,236					6
954.0 ACSR								7
								8
954.0 ACSR		51,985	51,985					9
								10
954.0 ACSR	4,962,910	15,287,644	20,250,554					11
954.0 ACSR								12
954.0 ACSR								13
954.0 ACSR								14
954.0 ACSR								15
								16
954.0 ACSR		989,228	989,228					17
								18
1192.5 ACSR	1,049,582	8,517,630	9,567,212					19
1192.5 ACSR								20
								21
1192.5 ACSR	958	189	1,147					22
								23
	14,565,432	111,849,671	126,415,103					24
								25
	19,981,396	246,831,923	266,813,319					26
								27
	1,204,849	3,751,168	4,956,017					28
								29
								30
								31
								32
								33
								34
								35
	50,465,522	572,369,369	622,834,891					36

Name of Respondent Kansas Gas and Electric Company	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
FOOTNOTE DATA			

Schedule Page: 422 Line No.: 5 Column: I

Costs are included in line 4 above.

Schedule Page: 422 Line No.: 8 Column: I

Costs are included in line 7 above.

Schedule Page: 422 Line No.: 9 Column: I

Costs are included in line 7 above.

Schedule Page: 422 Line No.: 12 Column: I

Costs are included in line 11 above.

Schedule Page: 422 Line No.: 13 Column: I

Costs are included in line 11 above.

Schedule Page: 422 Line No.: 14 Column: I

Costs are included in line 11 above.

Schedule Page: 422 Line No.: 17 Column: I

Costs are included in line 16 above.

Schedule Page: 422 Line No.: 24 Column: I

Costs are included in line 23 above.

Schedule Page: 422 Line No.: 25 Column: I

Costs are included in line 23 above.

Schedule Page: 422 Line No.: 26 Column: I

Costs are included in line 23 above.

Schedule Page: 422 Line No.: 33 Column: I

Costs are included in Line 32 above.

Schedule Page: 422.1 Line No.: 5 Column: I

Costs are included in line 4 above.

Schedule Page: 422.1 Line No.: 8 Column: I

Costs are included in line 7 above.

Schedule Page: 422.1 Line No.: 11 Column: I

Costs are included in line 10 above.

Schedule Page: 422.1 Line No.: 16 Column: I

Costs are included in line 15 above.

Schedule Page: 422.1 Line No.: 22 Column: I

Costs are included in line 21 above.

Schedule Page: 422.1 Line No.: 23 Column: I

Costs are included in line 21 above.

Schedule Page: 422.1 Line No.: 24 Column: I

Costs are included in line 21 above.

Schedule Page: 422.1 Line No.: 27 Column: I

Costs are included in line 26 above.

Schedule Page: 422.1 Line No.: 30 Column: I

Costs are included in line 29 above.

Schedule Page: 422.1 Line No.: 33 Column: I

Costs are included in line 32 above.

Schedule Page: 422.1 Line No.: 34 Column: I

Costs are included in line 32 above.

Schedule Page: 422.1 Line No.: 35 Column: I

Costs are included in line 32 above.

Schedule Page: 422.2 Line No.: 3 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 4 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 5 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 6 Column: I

Costs are included in line 2 above.

Name of Respondent	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
Kansas Gas and Electric Company			
FOOTNOTE DATA			

Schedule Page: 422.2 Line No.: 7 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 8 Column: I

Costs are included in line 2 above.

Schedule Page: 422.2 Line No.: 11 Column: I

Costs are included in line 10 above.

Schedule Page: 422.2 Line No.: 12 Column: I

Costs are included in line 10 above.

Schedule Page: 422.2 Line No.: 13 Column: I

Costs are included in line 10 above.

Schedule Page: 422.2 Line No.: 16 Column: I

Costs are included in line 15 above.

Schedule Page: 422.2 Line No.: 17 Column: I

Costs are included in line 15 above.

Schedule Page: 422.2 Line No.: 18 Column: I

Costs are included in line 15 above.

Schedule Page: 422.2 Line No.: 21 Column: I

Costs are included in line 20 above.

Schedule Page: 422.2 Line No.: 22 Column: I

Costs are included in line 20 above.

Schedule Page: 422.2 Line No.: 25 Column: I

Costs are included in line 24 above.

Schedule Page: 422.2 Line No.: 28 Column: I

Costs are included in line 27 above.

Schedule Page: 422.2 Line No.: 29 Column: I

Costs are included in line 27 above.

Schedule Page: 422.2 Line No.: 30 Column: I

Costs are included in line 27 above.

Schedule Page: 422.2 Line No.: 33 Column: I

Costs are included in line 32 above.

Schedule Page: 422.3 Line No.: 1 Column: I

Costs are included in line 35 above.

Schedule Page: 422.3 Line No.: 2 Column: I

Costs are included in line 35 above.

Schedule Page: 422.3 Line No.: 5 Column: I

Costs are included in line 4 above.

Schedule Page: 422.3 Line No.: 16 Column: I

Costs are included in line 15 above.

Schedule Page: 422.3 Line No.: 17 Column: I

Costs are included in line 15 above.

Schedule Page: 422.3 Line No.: 18 Column: I

Costs are included in line 15 above.

Schedule Page: 422.3 Line No.: 25 Column: I

Costs are included in line 24 above.

Schedule Page: 422.3 Line No.: 26 Column: I

Costs are included in line 24 above.

Schedule Page: 422.3 Line No.: 29 Column: I

Costs are included in line 28 above.

Schedule Page: 422.3 Line No.: 30 Column: I

Costs are included in line 28 above.

Schedule Page: 422.3 Line No.: 31 Column: I

Costs are included in line 28 above.

Schedule Page: 422.3 Line No.: 32 Column: I

954.0 ACSR, 1192.5 ACSR

Schedule Page: 422.3 Line No.: 32 Column: I

Name of Respondent	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
Kansas Gas and Electric Company			
FOOTNOTE DATA			

Costs are included in line 28 above.

Schedule Page: 422.3 Line No.: 35 Column: I

Costs are included in line 34 above.

Schedule Page: 422.4 Line No.: 5 Column: I

Costs are included in line 4 above.

Schedule Page: 422.4 Line No.: 6 Column: I

Costs are included in line 4 above.

Schedule Page: 422.4 Line No.: 7 Column: I

Costs are included in line 4 above.

Schedule Page: 422.4 Line No.: 8 Column: I

Costs are included in line 4 above.

Schedule Page: 422.4 Line No.: 11 Column: I

Costs are included in line 10 above.

Schedule Page: 422.4 Line No.: 12 Column: I

Costs are included in line 10 above.

Schedule Page: 422.4 Line No.: 13 Column: I

Costs are included in line 10 above.

Schedule Page: 422.4 Line No.: 14 Column: I

Costs are included in line 10 above.

Schedule Page: 422.4 Line No.: 15 Column: I

Costs are included in line 10 above.

Schedule Page: 422.4 Line No.: 18 Column: I

Costs are included in line 17 above.

Schedule Page: 422.4 Line No.: 19 Column: I

Costs are included in line 17 above.

Schedule Page: 422.4 Line No.: 20 Column: I

Costs are included in line 17 above.

Schedule Page: 422.4 Line No.: 23 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 24 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 25 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 26 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 27 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 28 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 29 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 30 Column: I

Costs are included in line 22 above.

Schedule Page: 422.4 Line No.: 33 Column: I

Costs are included in line 32 above.

Schedule Page: 422.4 Line No.: 34 Column: I

Costs are included in line 32 above.

Schedule Page: 422.5 Line No.: 2 Column: I

Costs are included in line 1 above.

Schedule Page: 422.5 Line No.: 3 Column: I

Costs are included in line 1 above.

Schedule Page: 422.5 Line No.: 4 Column: I

Costs are included in line 1 above.

Schedule Page: 422.5 Line No.: 7 Column: I

Costs are included in line 6 above.

Name of Respondent	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
Kansas Gas and Electric Company			
FOOTNOTE DATA			

Schedule Page: 422.5	Line No.: 12	Column: I
Costs are included in line 11 above.		
Schedule Page: 422.5	Line No.: 13	Column: I
Costs are included in line 11 above.		
Schedule Page: 422.5	Line No.: 14	Column: I
Costs are included in line 11 above.		
Schedule Page: 422.5	Line No.: 15	Column: I
Costs are included in line 11 above.		
Schedule Page: 422.5	Line No.: 20	Column: I
Costs are included in line 19 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		Line Length in Miles (c)	SUPPORTING STRUCTURE		CIRCUITS PER STRUCTURE	
	From (a)	To (b)		Type (d)	Average Number per Miles (e)	Present (f)	Ultimate (g)
1	ADDED OVERHEAD:						
2	69.30 Rome	Wellington	9.07	SPW	15.98	1	1
3	138-12 Evans	Maize		N/A			
4	138.24 Neosho 345	Neosho SES	0.35	HFW	14.29	1	1
5	138.33 Beech	Beech Tap	0.66	SPS,MPS	19.00	1	1
6	138.33 Harry St.	Beech Tap	0.12	SPS,MPS	17.00	1	1
7	138.33 Springdale	Beech Tap	2.86	SPS,MPS	15.00	1	1
8	138.34 Chisholm	Grant	0.61	SPS,SPW	1.64	1	1
9	161.10 Neosho 161kV	Neosho 345kV	0.30	HFW	16.67	1	1
10	345.15A La Cygne	Wolf Creek	0.27	HFS	7.41	1	1
11							
12							
13	REMOVED OVERHEAD:						
14	69.30 Rome	Wellington	8.91	SPW	18.85	1	1
15	69.76 Minnehah Tap	64TH Street	0.72	SPW	22.26	1	1
16	138.12 Evans	Maize		HFW			
17	138.24 Neosho 345	Neosho SES	0.28	SPW	14.29	1	1
18	138.33 Beech	Beech Tap	0.39	SPS	18.00	1	1
19	138.33 Harry St.	Beech Tap	0.39	SPW	16.00	1	1
20	138.33 Springdale	Beech Tap	2.52	SPW	20.00	1	1
21	138.34 Chisholm	Grant	0.61	SPW	1.64	1	1
22	161.10 Neosho 161kV	Neosho 345kV	0.29	SPW	17.24	1	1
23	345.15A La Cygne	Wolf Creek	0.27	HFW	7.41	1	1
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44	TOTAL		28.62		242.68	17	17

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 KV (Operating) (k)	LINE COST					Line No.
Size (h)	Specification (i)	Configuration and Spacing (j)		Land and Land Rights (l)	Poles, Towers and Fixtures (m)	Conductors and Devices (n)	Asset Retire. Costs (o)	Total (p)	
									1
	ACSR	Vertical	69		2,657,733	1,565,055		4,222,788	2
N/A	N/A	N/A	138		139,852	348,906		488,758	3
	ACSR	Horizontal	138		922,514	166,470		1,088,984	4
	ACSR	Vertical	138		7,904,311	3,387,562		11,291,873	5
	ACSR	Vertical	138						6
	ACSR	Vertical	138						7
	ACSR	Vertical	138		354,498	22,723		377,221	8
	ACSR	Vertical	161		1,162,250	161,720		1,323,970	9
	ACSR	Horizontal	345						10
									11
									12
									13
3W-1/0	Copper	Vertical	69				-410,362	-410,362	14
3W-954	ACSR	Vertical	69						15
N/A	N/A	N/A	138						16
954	ACSR	Vertical	138				-34,555	-34,555	17
T2 477	ACSR	Vertical	138						18
T2 477	ACSR	Vertical	138						19
T2 477	ACSR	Vertical	138						20
3W-954	ACSR	Vertical	138				-48,467	-48,467	21
6W-954	ACSR	Vertical	161				-37,250	-37,250	22
3W-954	ACSR	Horizontal	345						23
									24
									25
									26
									27
									28
									29
									30
									31
									32
									33
									34
									35
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									37
									38
									39
									40
									41
									42
									43
					13,141,158	5,652,436	-530,634	18,262,960	44

Name of Respondent	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
Kansas Gas and Electric Company			
FOOTNOTE DATA			

Schedule Page: 424 Line No.: 2 Column: h

3W-1192.5 KCM

Schedule Page: 424 Line No.: 4 Column: h

6W-1192.5 KCM

Schedule Page: 424 Line No.: 5 Column: h

3W-1192.5 KCM

Schedule Page: 424 Line No.: 6 Column: h

3W-1192.5 KCM

Schedule Page: 424 Line No.: 6 Column: m

Costs are included in Line 5 above

Schedule Page: 424 Line No.: 6 Column: n

Costs are included in Line 5 above

Schedule Page: 424 Line No.: 6 Column: o

Costs are included in Line 5 above

Schedule Page: 424 Line No.: 7 Column: h

3W-1192.5 KCM

Schedule Page: 424 Line No.: 7 Column: m

Costs are included in Line 5 above

Schedule Page: 424 Line No.: 7 Column: n

Costs are included in Line 5 above

Schedule Page: 424 Line No.: 7 Column: o

Costs are included in Line 5 above

Schedule Page: 424 Line No.: 8 Column: h

3W - 954 KCM

Schedule Page: 424 Line No.: 9 Column: h

3W-1192.5 KCM

Schedule Page: 424 Line No.: 10 Column: h

3W-954 KCM

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	13.80	345.00	
4	Emporia Energy Center	ATT Transmission	18.00	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 Substation	Transmission	115.00	69.00	
31	Hutchinson EC Substation	ATT Transmission	18.00		
32	Hutchinson Gas Turbine Substation	ATT Transmission	69.00	13.80	
33	Hutchinson Gas Turbine Substation	ATT Transmission	69.00	13.80	
34	Hutchinson Gas Turbine Substation	ATT Transmission	115.00	13.80	
35	Hutchinson Gas Turbine Substation	ATT Transmission	115.00	13.80	
36	Hydraulic	Distribution	69.00	12.00	
37	Independence (INDE)	Distribution	69.00	12.00	
38	Interstate	Distribution	138.00	12.47	
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.
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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	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	161.00	138.00	
38	Neosho 345kV	Transmission	345.00	138.00	13.80
39	Neosho 345kV	Transmission	345.00	161.00	13.80
40	Newton (NEWT)	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	Northeast	Distribution	69.00	12.00	
2	Northeast	Transmission	138.00	69.00	13.20
3	Northeast	Transmission	138.00	69.00	
4	Northeast Parsons	Distribution	138.00	12.00	
5	Oak	Distribution	69.00	12.00	
6	Oaklawn	Distribution	69.00	12.00	
7	Oatville	Distribution	69.00	12.00	
8	Oliver	Distribution	69.00	12.00	
9	Orchard	Distribution	69.00	12.00	
10	Osage	Distribution	69.00	12.00	
11	Oxford	Distribution	138.00	12.00	
12	Paris	Distribution	69.00	12.00	
13	Parsons (PARS)	Distribution	69.00	12.00	
14	Peck	Distribution	69.00	12.00	
15	Pester	Industrial	69.00	4.00	
16	Pitnac	Distribution	69.00	12.00	
17	Pittsburg (PITT)	Distribution	69.00	4.00	
18	Pittsburg (PITT)	Distribution	69.00	12.00	
19	Plaza	Distribution	69.00	4.00	
20	Plaza	Distribution	69.00	12.00	
21	Potwin (POTW)	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	Total 176		18436.16	5852.06	308.68
19					
20	1 substation Transmission Attended	ATT Transmission	14.40	4.16	
21	1 substation Transmission Unattended	Transmission	69.00	34.00	
22	43 substations Distribution Unattended	Distribution	2445.88	402.15	
23	11 substations Industrial	Industrial	702.47	52.00	
24	Arcadia	Resale	23.00	4.00	
25	Arma	Resale	23.00	4.00	
26	Bell	Resale	69.00	12.00	
27	Caney	Resale	69.00	12.00	
28	Crawford	Resale	69.00	12.00	
29	Erie Interconnect	Resale	69.00	2.40	
30	Gale	Resale	69.00	12.00	
31	Haven	Resale	12.47	2.40	
32	La Harpe	Resale	34.00	12.00	
33	Sheffield	Resale	69.00	23.00	
34					
35	66 Substations with less than 10 MVa Total		3738.22	588.11	
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	Transmission Attended				
2	Transmission Unattended				
3	Distribution Unattended				
4	Resale				
5					
6	Total				
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
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 (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)	
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
35	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 (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)	
100	1					1
14	4					2
240	1					3
690	2					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
112	1					30
213	1					31
65	1					32
65	1					33
65	2					34
194	1					35
18	2					36
23	5					37
72	3					38
112	1					39
1120	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)	
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
46	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
209	2					36
262	2					37
400	1					38
500	1					39
43	3					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)	
61	3					1
150	1					2
150	1					3
56	2					4
14	1					5
35	2					6
28	2					7
20	2					8
10	3					9
42	4					10
11	3					11
28	2					12
21	2					13
25	2					14
21	2					15
11	1					16
19	2					17
42	3					18
22	2					19
70	3					20
13	4					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 (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)	
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
20132	347					18
						19
6	1					20
8	1					21
168	100					22
25	30					23
2	3					24
5	3					25
8	3					26
9	1					27
3	3					28
6	3					29
6	1					30
4	3					31
2	3					32
7	1					33
						34
259	156					35
						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)	
8830	39					1
8146	101					2
3335	335					3
80	28					4
						5
20391	503					6
						7
						8
						9
						10
						11
						12
						13
						14
						15
						16
						17
						18
						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: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2016/Q4
Kansas Gas and Electric Company			
FOOTNOTE DATA			

Schedule Page: 426.1 Line No.: 39 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%.

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

Form 1 Approved
OMB No.1902-0021
(Expires 12/31/2019)
Form 1-F Approved
OMB No.1902-0029
(Expires 12/31/2019)
Form 3-Q Approved
OMB No.1902-0205
(Expires 12/31/2019)



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)

Prairie Wind Transmission, LLC

Year/Period of Report

End of 2016/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 (e)	LENGTH (Pole miles) (In the case of underground lines report circuit miles)		Number Of Circuits (h)
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)	
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								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
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	7,051,130	41,371,392	48,422,522					3
								4
								5
								6
								7
								8
								9
								10
								11
								12
								13
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								17
								18
								19
								20
								21
								22
								23
								24
								25
								26
								27
								28
								29
								30
								31
								32
								33
								34
								35
	18,291,262	139,834,333	158,125,595					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 (c)	SUPPORTING STRUCTURE		CIRCUITS PER STRUCTURE	
	From	To		Type	Average Number per Miles	Present	Ultimate
	(a)	(b)		(d)	(e)	(f)	(g)
1	ADDED OVERHEAD:						
2	No Lines Added or Removed						
3	in 2016						
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
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16							
17							
18							
19							
20							
21							
22							
23							
24							
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26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
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 KV (Operating) (k)	LINE COST					Line No.
Size (h)	Specification (i)	Configuration and Spacing (j)		Land and Land Rights (l)	Poles, Towers and Fixtures (m)	Conductors and Devices (n)	Asset Retire. Costs (o)	Total (p)	
									1
									2
									3
									4
									5
									6
									7
									8
									9
									10
									11
									12
									13
									14
									15
									16
									17
									18
									19
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									22
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									30
									31
									32
									33
									34
									35
									36
									37
									38
									39
									40
									41
									42
									43
									44

Exhibit H: Jurisdictional Facilities and Securities Associated with or Affected by the Proposed 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 Amended and Restated Agreement and Plan of Merger (“Merger Agreement”) between Great Plains Energy Incorporated and Westar Energy, Inc., dated as of July 9, 2017, is attached as Exhibit I. Schedules described or referenced in the Merger Agreement 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.

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

by and among

WESTAR ENERGY, INC.,

GREAT PLAINS ENERGY INCORPORATED,

MONARCH ENERGY HOLDING, INC.,

KING ENERGY, INC.

and,

solely for the purposes of Section 9.14,

GP STAR, INC.

Dated as of July 9, 2017

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Exhibits

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AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

This AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated as of July 9, 2017, is by and among Westar Energy, Inc., a Kansas corporation (“Westar”), Great Plains Energy Incorporated, a Missouri corporation (“GPE”), Monarch Energy Holding, Inc., a Missouri corporation (“Holdco”), and King Energy, Inc., a Kansas corporation and wholly owned subsidiary of Holdco (“Merger Sub” and, together with Westar, GPE and Holdco, the “Parties”), and, solely for the purposes of Section 9.14, GP Star, Inc., a Kansas corporation and wholly owned subsidiary of GPE (“Original Merger Sub”).

RECITALS

WHEREAS, Westar, GPE and Original Merger Sub entered into that certain Agreement and Plan of Merger, dated as of May 29, 2016 (the “Original Merger Agreement”), pursuant to the terms of which, among other things, GPE would acquire Westar through the statutory merger of Original Merger Sub with and into Westar, whereupon the separate corporate existence of Original Merger Sub would cease, and Westar would be the surviving corporation;

WHEREAS, GPE and Westar have determined to instead engage in a business combination as peer companies in a merger of equals and, therefore, desire to amend and restate the Original Merger Agreement to reflect such change pursuant to Section 8.03 of the Original Merger Agreement on the terms set forth in this Agreement;

WHEREAS, the Parties intend to effect a reorganization, pursuant to which, upon the terms and subject to the conditions set forth herein, at the Effective Time (as defined below), GPE will merge with and into Holdco, with Holdco surviving such merger, and Merger Sub will merge with and into Westar, with Westar surviving such merger;

WHEREAS, the board of directors of Westar (the “Westar Board”) has (a) determined that it is in the best interests of Westar and its shareholders, and declared it advisable, for Westar to enter into this Agreement and to consummate the transactions contemplated hereby, (b) adopted and approved this Agreement and approved Westar’s execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, and (c) resolved to recommend that Westar’s shareholders adopt this Agreement;

WHEREAS, the board of directors of GPE (the “GPE Board”) has (a) determined that it is in the best interests of GPE and its shareholders, and declared it advisable, for GPE to enter into this Agreement and to consummate the transactions contemplated hereby, (b) adopted and approved this Agreement and approved GPE’s execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, and (c) resolved to recommend that GPE’s shareholders adopt this Agreement;

WHEREAS, the board of directors of Holdco (the “Holdco Board”) has (a) determined that it is in the best interests of Holdco and its shareholders, and declared it advisable, for Holdco to enter into this Agreement and to consummate the transactions contemplated hereby, and (b) adopted and approved this Agreement and approved Holdco’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 Holdco, in its capacity as Merger Sub's sole shareholder, adopt this Agreement;

WHEREAS, Holdco has adopted this Agreement and approved the transactions contemplated hereby, by written consent in its capacity as the sole shareholder of Merger Sub;

WHEREAS, GPE has adopted this Agreement and approved the transactions contemplated hereby, by written consent in its capacity as the sole shareholder of Holdco;

WHEREAS, Westar and GPE desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement; and

WHEREAS, for federal income tax purposes, it is intended that (a) the Westar Merger will qualify as an exchange under the provisions of Section 351 of the Code, and/or as a reorganization under the provisions of Section 368(a) of the Code and (b) the GPE Merger will qualify as a reorganization under the provisions of Section 368(a) of the Code.

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 The Mergers.

(a) At the Effective Time, upon the terms and subject to the conditions set forth herein, GPE shall be merged with and into Holdco in accordance with Section 351.410 of the General Business and Corporation Law of Missouri (the "GBCLM") and this Agreement (the "GPE Merger"), and the separate corporate existence of GPE shall cease. Holdco shall be the surviving corporation in the GPE Merger (sometimes referred to herein as the "Holdco Surviving Corporation"). Throughout this Agreement, the term "Holdco" shall refer to Holdco prior to the GPE Merger or to Holdco in its capacity as the surviving corporation in the GPE Merger, as the context requires.

(b) At the Effective Time, upon the terms and subject to the conditions set forth herein, Merger Sub shall be merged with and into Westar in accordance with Section 17-6701 of the Kansas General Corporation Code (the "KGCC") and this Agreement (the "Westar Merger" and, collectively with the GPE Merger, the "Mergers"), and the separate corporate existence of Merger Sub shall cease. Westar shall be the surviving corporation in the Westar Merger (sometimes referred to herein as the "Westar Surviving Corporation").

SECTION 1.02 The Effective Time. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date: (a) GPE shall deliver to the Secretary of State of the State of Missouri articles of merger with respect to the GPE Merger, in such form as required by, and executed in accordance with, the relevant provisions of the GBCLM (the “GPE Articles of Merger”), and (b) Westar shall deliver to the Secretary of State of the State of Kansas articles of merger with respect to the Westar Merger, in such form as is required by, and executed in accordance with, the relevant provisions of the KGCC (the “Westar Articles of Merger”). The Mergers shall become effective simultaneously and at the time that GPE and Westar shall agree, which time shall be specified in the respective articles of merger for the Mergers (such time being herein referred to as the “Effective Time”).

SECTION 1.03 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 1.04 Effects of the Mergers. The GPE Merger and the Westar Merger shall have the effects specified herein and in the applicable provisions of the GBCLM, including Sections 410-459 thereof, and the KGCC, including Article 67 thereof, respectively. Without limiting the foregoing, from and after the Effective Time, (a) the Holdco Surviving Corporation shall possess all of the properties, rights, privileges, powers and franchises of GPE and Holdco, and all of the claims, obligations, liabilities, debts and duties of GPE and Holdco shall become the claims, obligations, liabilities, debts and duties of Holdco, and (b) the Westar Surviving Corporation shall possess all of the properties, rights, privileges, powers and franchises of Westar and Merger Sub, and all of the claims, obligations, liabilities, debts and duties of Westar and Merger Sub shall become the claims, obligations, liabilities, debts and duties of Westar.

SECTION 1.05 Organizational Documents.

(a) As of the Effective Time, the articles of incorporation of Holdco, as in effect at the Effective Time (which shall be amended and restated pursuant to Section 6.06), shall be the articles of incorporation of the surviving corporation in the GPE Merger until thereafter amended as provided therein and in accordance with applicable Law. As of the Effective Time, the bylaws of Holdco, as in effect immediately prior to the Effective Time (which shall be amended and restated pursuant to Section 6.06), shall be the bylaws of the surviving corporation in the GPE Merger until thereafter amended as provided therein and in accordance with applicable Law.

(b) As of the Effective Time, the articles of incorporation of the Westar 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 Westar Surviving Corporation shall continue as “Westar Energy, Inc.”. As of the Effective Time, the bylaws of Westar 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 Westar Surviving Corporation shall continue as “Westar Energy, Inc.”.

SECTION 1.06 Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the directors the Westar Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be. The officers of Westar immediately prior to the Effective Time shall be the officers of the Westar Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected or qualified or appointed, as the case may be.

SECTION 1.07 Plan of Merger. This Article I and Article II and, solely to the extent necessary under the KGCC or the GBCLM, the other provisions of this Agreement shall constitute a “plan of merger” for purposes of the KGCC and GMCLM.

SECTION 1.08 Transition Committee. As promptly as practicable after the date of this Agreement and to the extent permitted by applicable Law, Westar and GPE shall create a special transition committee to oversee integration planning, including, to the extent permitted by applicable Law, consulting with respect to operations and major regulatory decisions. This transition committee shall be co-chaired by the chief executive officer of Westar and the chief executive officer of GPE, and shall be composed of such chief executive officers and two other designees of Westar and two other designees of GPE or as otherwise may be agreed by such chief executive officers.

SECTION 1.09 Post-Closing Holdco Dividend Policy. Subject to the discretion of the Holdco Board, Holdco shall adopt a dividend policy, effective as of the Effective Time, which shall be on terms consistent in all material respects with the dividend policy of GPE in effect immediately prior to the Closing.

ARTICLE II

EFFECT ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES AND BOOK-ENTRY SHARES

SECTION 2.01 Effect of Mergers on Capital Stock.

(a) Cancellation of Treasury Stock, Holdco Stock and GPE and Westar-Owned Stock. At the Effective Time, by virtue of the Mergers and without any action on the part of Westar, GPE, Holdco, Merger Sub or any holder of shares of any capital stock of Westar, GPE, Holdco or Merger Sub:

(i) each share of common stock, no par value, of GPE (“GPE Common Stock”) that is owned by GPE as treasury stock, if any, each share of GPE Common Stock that is owned by a wholly owned Subsidiary of GPE, if any, and each share of GPE Common Stock that is owned directly or indirectly by Westar, Holdco 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) each share of common stock, \$5.00 par value, of Westar (“Westar Common Stock”) that is owned by Westar as treasury stock, if any, each share of Westar Common Stock that is owned by a wholly owned Subsidiary of Westar, if any, and each share of Westar Common Stock that is owned directly or indirectly by GPE, Holdco 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; and

(iii) each share of common stock of Holdco, no par value, if any that is owned by GPE, Westar or any wholly owned subsidiary of GPE or Westar, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Conversion of GPE Common Stock and Westar Common Stock; Conversion of Merger Sub Common Stock. At the Effective Time:

(i) by virtue of the GPE Merger and without any action on the part of Westar, GPE, Holdco, Merger Sub or any holder of shares of any capital stock of Westar, GPE, Holdco or Merger Sub, subject to Section 2.01(c), each share of GPE 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 0.5981 (the “GPE Exchange Ratio”) validly issued, fully paid and nonassessable shares of common stock, no par value, of Holdco (“Holdco Common Stock”) (such amount, the “GPE Merger Consideration”), payable as provided in Section 2.02, and, when so converted, shall automatically be canceled and retired and shall cease to exist;

(ii) by virtue of the Westar Merger and without any action on the part of Westar, GPE, Holdco, Merger Sub or any holder of shares of any capital stock of Westar, GPE, Holdco or Merger Sub, each share of Westar 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)(ii)) shall be converted automatically into the right to receive one (1) (the “Westar Exchange Ratio”) validly issued, fully paid and nonassessable share of Holdco Common Stock (such amount, the “Westar Merger Consideration” and, collectively with the GPE Merger Consideration, the “Merger Consideration”), payable as provided in Section 2.02, and, when so converted, shall automatically be canceled and retired and shall cease to exist; and

(iii) by virtue of the Westar Merger and without any action on the part of Westar, GPE, Holdco, Merger Sub or any holder of shares of any capital stock of Westar, GPE, Holdco or Merger Sub, 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 Westar Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Westar Surviving Corporation.

(c) 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 Westar or GPE (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 GPE Common Stock and Westar 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, GPE and Westar shall appoint a bank or trust company to act as paying and exchange agent reasonably acceptable to each of them (the “Exchange Agent”) for the purpose of exchanging shares of GPE Common Stock and Westar Common Stock for the Merger Consideration in accordance with Section 2.01(b). At or prior to the Effective Time, Holdco shall deposit or cause to be deposited with the Exchange Agent, in trust for the benefit of the holders of GPE Common Stock and Westar Common Stock contemplated by Section 2.01(b), an aggregate amount of Holdco Common Stock sufficient to deliver the Merger Consideration pursuant to Section 2.01(b). In addition, Holdco shall deposit, or cause to be deposited, with the Exchange Agent, as necessary from time to time after the Effective Time, any dividends or other distributions payable pursuant to Section 2.02(j). All shares of Holdco Common Stock, 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 four (4) Business Days after the Effective Time), the Exchange Agent will mail to each holder of record of a certificate representing outstanding shares of GPE Common Stock and Westar Common Stock immediately prior to the Effective Time (a “Certificate”) and to each holder of uncertificated shares of GPE Common Stock and Westar 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(b):

(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 GPE and Westar, 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 GPE Common Stock or Westar 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, Holdco Common Stock that constitutes the Merger Consideration 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 GPE or Westar or its respective transfer agent of Certificates or Book-Entry Shares, and if any Certificate or Book-Entry Share is presented to GPE or Westar for transfer, such Certificate or Book-Entry Share shall be canceled against delivery of the Merger Consideration payable in respect of the shares of GPE Common Stock or Westar 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 GPE Common Stock or Westar Common Stock represented by such Certificate or Book-Entry Share as contemplated by Section 2.01(b). 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 GPE Common Stock or Westar Common Stock represented by Certificates or Book-Entry Shares.

(c) No Further Ownership Rights in GPE Common Stock and Westar 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 GPE Common Stock or Westar 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 GPE Common Stock or Westar 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 GPE Common Stock or Westar 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 Holdco, upon Holdco's demand, any portion of the Exchange Fund (including any interest and other income received by the Exchange 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 Mergers who has not complied with this Section 2.02 prior to such time, may look only to Holdco 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 Holdco; 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, Holdco.

(f) No Liability. None of Westar, GPE, Holdco, Merger Sub, 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 Holdco, GPE, Westar and the Exchange Agent shall be entitled to deduct and withhold from any cash and consideration otherwise payable pursuant to this Agreement to any holder of Certificates, Book-Entry Shares, Westar Restricted Share Units, Westar Performance Units, Westar Other Equity-Based Rights, GPE Deferred Share Units, GPE Performance Share Awards or GPE 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 (or the cash equivalent thereof) 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, Westar Restricted Share Units, Westar Performance Units, Westar Other Equity-Based Rights, GPE Deferred Share Units, GPE Performance Share Awards or GPE Other Equity-Based Rights, as applicable, in respect of which such deduction or withholding was made. Holdco 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, Westar Restricted Share Units, Westar Performance Units, Westar Other Equity-Based Rights, GPE Deferred Share Units, GPE Performance Share Awards or GPE 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 GPE Common Stock or Westar 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 Holdco, the posting by such Person of a bond, in such reasonable and customary amount as Holdco 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 Holdco Common Stock shall be issued upon the conversion of GPE Common Stock or Westar 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 Holdco 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. As promptly as practicable following the Effective Time, the Exchange Agent shall determine the excess of (i) the number of whole shares of Holdco Common Stock delivered to the Exchange Agent by Holdco pursuant to Section 2.02(a) representing the Merger Consideration over (ii) the aggregate number of whole shares of Holdco Common Stock to be distributed to former holders of GPE Common Stock and Westar Common Stock pursuant to Section 2.02(b) (such excess being herein called the “Excess Shares”). Following the Effective Time, the Exchange Agent shall, on behalf of former shareholders of GPE and Westar, sell the Excess Shares at then-prevailing prices on the NYSE, all in the manner provided in this Section 2.02(i). The Parties acknowledge that payment of the cash consideration received from the sale of the Excess Shares in lieu of issuing fractional

shares of Holdco Common Stock was not separately bargained for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to Holdco that would otherwise be caused by the issuance of fractional shares of Holdco Common Stock. The sale of the Excess Shares by the Exchange Agent shall be executed on the NYSE through one or more member firms of the NYSE and shall be executed in round lots to the extent practicable. The Exchange Agent shall use reasonable efforts to complete the sale of the Excess Shares as promptly following the Effective Time as, in the Exchange Agent's sole judgment, is practicable consistent with obtaining the best execution of such sales in light of prevailing market conditions. Until the net proceeds of such sale or sales have been distributed to the holders of Certificates and Book-Entry Shares formerly representing GPE Common Stock or Westar Common Stock, the Exchange Agent shall hold such proceeds in trust for holders of GPE Common Stock and Westar Common Stock (the "Common Shares Trust"). The Holdco Surviving Corporation shall pay all commissions, transfer taxes and other out-of-pocket transaction costs, including the expenses and compensation of the Exchange Agent incurred in connection with such sale of the Excess Shares. The Exchange Agent shall determine the portion of the Common Shares Trust to which each former holder of GPE Common Stock or Westar Common Stock is entitled, if any, by multiplying the amount of the aggregate net proceeds composing the Common Shares Trust by a fraction, the numerator of which is the amount of the fractional share interest to which such former holder of GPE Common Stock or Westar Common Stock would otherwise be entitled (after taking into account all shares of GPE Common Stock or Westar Common Stock, as applicable, held at the Effective Time by such holder) and the denominator of which is the aggregate amount of fractional share interests to which all former holders of GPE Common Stock or Westar Common Stock would otherwise be entitled. As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Certificates or Book-Entry Shares formerly representing GPE Common Stock or Westar Common Stock with respect to any fractional share interests, the Exchange Agent shall make available such amounts to such holders of Certificates or Book-Entry Shares formerly representing GPE Common Stock or Westar Common Stock, without interest, subject to and in accordance with the terms of Section 2.02(b).

(j) Dividends with Respect to Holdco Common Stock. No dividends or other distributions with respect to Holdco 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 Holdco Common Stock issuable hereunder, and all such dividends and other distributions shall be paid by Holdco 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 Holdco 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 Holdco Common Stock.

SECTION 2.03 Equity Awards.

(a) At or prior to the Effective Time, Westar shall take such actions as are necessary (including obtaining any resolutions of the Westar Board or, if appropriate, any committee thereof administering the Westar Stock Plan and providing any required notices and obtaining any required consents) to effect the following and to ensure that the conversions pursuant to Section 2.01(b) of the Westar Common Stock held by any director or officer of Westar and the conversion pursuant to this Section 2.03(a) with respect to any director or officer of Westar will be eligible for exemption under Rule 16b-3(e) under the Exchange Act:

(i) Westar Restricted Share Units. Immediately prior to the Effective Time, each Westar 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 (i) the Westar Merger Consideration plus (ii) cash in an amount equal to any dividend equivalents associated with such Westar 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 Westar Restricted Share Units shall be made within five (5) Business Days after the Closing Date.

(ii) Westar Performance Units. Immediately prior to the Effective Time, each Westar 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 (i) the Westar Merger Consideration plus (ii) cash in an amount equal to any dividend equivalents associated with such Westar Performance Unit as of the Effective Time, with the number of vested Westar 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.

(iii) Westar Other Equity-Based Rights. Immediately prior to the Effective Time, each contractual right to receive a share of Westar Common Stock or the value of such a share other than Westar Restricted Share Units and Westar Performance Units (each, a “Westar Other Equity-Based Right”) pursuant to any Westar 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 Westar Other Equity-Based Right shall lapse, and each Westar Other Equity-Based Right shall be cancelled as of the Effective Time and converted into a vested right to receive (i) the Westar Merger Consideration plus (ii) cash in an amount equal to any dividend equivalents associated with such Westar 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), such that as of the Effective Time, no Westar Other Equity-Based Rights shall be outstanding. In each case, payment with respect to any Westar Other Equity-Based Rights shall be made within five (5) Business Days after the Closing Date; provided, however, that in the case of any Westar 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 Westar Benefit Plan or election form absent the application of this Section 2.03(a)(iii) to the extent necessary to avoid the imposition of any penalty or other taxes under Section 409A of the Code.

(b) At or prior to the Effective Time, GPE shall take such actions as are necessary (including obtaining any resolutions of the GPE Board or, if appropriate, any committee thereof administering the GPE Stock Plan and providing any required notices and obtaining any required consents) to effect the following and to ensure that the conversions pursuant to Section 2.01(b) of the GPE Common Stock held by any director or officer of GPE and the conversion pursuant to this Section 2.03(b) with respect to any director or officer of GPE will be eligible for exemption under Rule 16b-3(e) under the Exchange Act:

(i) GPE Deferred Share Units. At the Effective Time, each GPE Deferred Share Unit that is outstanding and unvested immediately prior to the Effective Time shall be, as of the Effective Time, converted into an award of a number of deferred share units of Holdco Common Stock equal to the number of GPE Deferred Share Units of GPE Common Stock multiplied by the GPE Exchange Ratio, under the same terms and conditions as were applicable to such award of GPE Deferred Share Unit, including vesting.

(ii) GPE Performance Share Awards. At the Effective Time, each GPE Performance Share Award that is outstanding and unvested immediately prior to the Effective Time shall be, as of the Effective Time, converted into an award of a number of performance share awards of Holdco Common Stock equal to the number of GPE Performance Share Awards of GPE Common Stock multiplied by the GPE Exchange Ratio, under the same terms and conditions as were applicable to such GPE Performance Share Awards, including vesting, and the performance measurement period for such performance shares shall remain open (such that no payments shall be made under the terms of such performance shares solely as a result of or in connection with the Mergers) and the compensation committee of the Holdco Board shall adjust the performance measures of such performance shares as soon as practicable after the Effective Time as it determines is appropriate and equitable to reflect the performance of GPE during the performance measurement period prior to the Effective Time, the transactions contemplated by this Agreement.

(iii) GPE Other Equity-Based Rights. At the Effective Time, each contractual right to receive a share of GPE Common Stock or the value of such a

share other than GPE Deferred Share Units and GPE Performance Share Awards (each, a “GPE Other Equity-Based Right”) granted pursuant to any GPE Benefit Plan that is outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, be, as of the Effective Time, converted into an equity or equity-based award in respect of a number of shares of Holdco Common Stock equal to the number of shares of GPE Common Stock represented by such GPE Other Equity-Based Right multiplied by the GPE Exchange Ratio, under the same terms and conditions as were applicable to such GPE Other Equity-Based Right, including vesting.

SECTION 2.04 Appraisal Rights.

(a) Notwithstanding anything to the contrary contained in this Agreement, any share of GPE 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 351.455.1 of the GBCLM with respect to such share (a “Dissenting Share”) will not be converted into or represent the right to receive the 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 351.455.1 of the GBCLM 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) GPE will give Westar (i) prompt notice of any written demand for appraisal received by GPE prior to the Effective Time pursuant to Section 351.455.1 of the GBCLM and (ii) the opportunity to participate in all negotiations and proceedings with respect to any such demand.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF WESTAR

Except (a) as set forth in the Westar 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 amended and restated disclosure letter delivered by Westar to GPE concurrently with the execution and delivery by Westar of this Agreement, which amends and restates in its entirety the disclosure letter delivered by Westar to GPE concurrently with the execution and delivery of the Original Merger Agreement (the “A&R Westar Disclosure Letter”), Westar represents and warrants to GPE as follows:

SECTION 3.01 Organization, Standing and Power. Each of Westar and the Subsidiaries of Westar (the “Westar 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 Westar 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 Westar Material Adverse Effect. Each of Westar and the Westar 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 Westar Material Adverse Effect. Each of Westar and the Westar 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 Westar Material Adverse Effect. Westar has made available to GPE true and complete copies of the amended and restated articles of incorporation of Westar, as amended and in effect as of the date of this Agreement (the “Westar Articles”) and the bylaws of Westar, as amended and in effect as of the date of this Agreement (the “Westar Bylaws”).

SECTION 3.02 Westar Subsidiaries. All the outstanding shares of capital stock, voting securities of, and other equity interests in, each Westar Subsidiary have been validly issued and are fully paid and nonassessable and are owned by Westar, by another Westar Subsidiary or by Westar and another Westar 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 Westar Subsidiaries or applicable securities Laws. Section 3.02 of the A&R Westar Disclosure Letter sets forth, as of the date of this Agreement, a true and complete list of the Westar Subsidiaries. Westar has made available to GPE true and complete copies of the articles of incorporation and bylaws (or equivalent Organizational Documents) of each Westar Subsidiary in effect as of the date of this Agreement. Neither Westar nor any Westar Subsidiary owns any shares of capital stock or voting securities of, or other equity interests in, any Person other than the Westar Subsidiaries.

SECTION 3.03 Capital Structure.

(a) The authorized capital stock of Westar consists of 285,600,000 shares of which 275,000,000 shares is Westar 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 “Westar Preferred Stock”). At the close of business on July 6, 2017, (i) 142,093,387 shares of Westar Common Stock were issued and outstanding, (ii) no shares of Westar Preferred Stock were issued and outstanding, (iii) no shares of Westar Common Stock were held by Westar in its treasury, (iv) Westar Restricted Share Units with respect to an aggregate of 272,488 shares of Westar

Common Stock were issued and outstanding, (v) Westar Performance Units with respect to an aggregate of 265,988 shares of Westar Common Stock based on achievement of applicable performance criteria at target level were issued and outstanding and (vi) Westar Other Equity-Based Rights with respect to an aggregate 367,243 shares of Westar Common Stock were issued and outstanding. At the close of business on July 6, 2017, an aggregate of 4,748,053 shares of Westar Common Stock were available for issuance pursuant to the Westar Benefit Plans.

(b) All outstanding shares of Westar Common Stock are, and all shares of Westar Common Stock that may be issued upon the settlement of Westar Restricted Share Units, Westar Performance Units and Westar 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 A&R Westar 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 Westar or any Westar Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, (i) any capital stock of Westar or any Westar Subsidiary or any securities of Westar or any Westar Subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity interests in, Westar or any Westar Subsidiary or (ii) any warrants, calls, options or other rights to acquire from Westar or any Westar Subsidiary, or any other obligation of Westar or any Westar 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, Westar or any Westar Subsidiary (the foregoing clauses (i) and (ii), collectively, “Westar Equity Securities”). Except pursuant to the Westar Stock Plan, there are not any outstanding obligations of Westar or any Westar Subsidiary to repurchase, redeem or otherwise acquire any Westar Equity Securities. There is no outstanding Indebtedness of Westar having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Westar may vote (“Westar Voting Debt”). No Westar Subsidiary owns any shares of Westar Common Stock. Neither Westar nor any of the Westar 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, Westar.

SECTION 3.04 Authority; Execution and Delivery; Enforceability. Westar 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 Mergers, subject, in the case of the Westar Merger, to the receipt of the Westar Shareholder Approval. The Westar Board has adopted resolutions, at a meeting duly called at which a quorum of directors of Westar was present, (a) determining that it is in the best interests of Westar and its shareholders, and declaring it advisable, for Westar to enter into this Agreement, (b) adopting this Agreement and approving Westar’s execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby and (c) resolving to recommend that Westar’s shareholders approve this Agreement (the “Westar Board Recommendation”) and directing that this Agreement be submitted to Westar’s shareholders for approval at a duly held meeting of such shareholders for such purpose (the “Westar 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 Westar Common Stock entitled to vote at the Westar Shareholders Meeting (the “Westar Shareholder Approval”) and (ii) the filing of the Westar Articles of Merger as required by the KGCC, no other vote or corporate proceedings on the part of Westar or its shareholders are necessary to authorize, adopt or approve this Agreement or to consummate the transactions contemplated hereby, including the Mergers. Westar has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by GPE, Holdco 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 Westar of this Agreement does not, and the performance by Westar of its covenants and agreements hereunder and the consummation of the transactions contemplated hereby, including the Mergers, will not, (i) subject to obtaining the Westar Shareholder Approval, conflict with, or result in any violation of any provision of, the Westar Articles, the Westar Bylaws or the Organizational Documents of any Westar Subsidiary, (ii) subject to obtaining the Consents set forth in Section 3.05(a)(ii) of the A&R Westar Disclosure Letter (the “Westar 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 Westar or any Westar Subsidiary pursuant to, any Contract to which Westar or any Westar Subsidiary is a party or by which any of their respective properties or assets are bound or any Permit applicable to the business of Westar and the Westar Subsidiaries or (iii) subject to obtaining the Westar 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 Westar or any Westar 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 Westar Material Adverse Effect and would not prevent or materially impede, interfere with or delay the consummation of the transactions contemplated hereby, including the Mergers.

(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 Westar, any Westar Subsidiary or any other Affiliate of Westar in connection with Westar’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 Mergers, 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 Mergers;

(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 Westar 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 GPE and Westar 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 the Missouri Public Service Commission (the “MPSC”) and (4) Filings and Consents set forth in Section 3.05(b)(iv) of the A&R Westar Disclosure Letter (the Consents and Filings set forth in Section 3.05(b)(ii) and this Section 3.05(b)(iv), collectively, the “Westar Required Statutory Approvals”);

(v) the Westar Required Consents;

(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 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 Westar Material Adverse Effect and would not prevent or materially impede, interfere with or delay the consummation of the Westar Merger.

SECTION 3.06 Westar Reports; Financial Statements.

(a) Westar 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 Westar with the SEC since January 1, 2015 (such documents, together with all exhibits, financial statements, including the Westar Financial Statements, and schedules thereto and all information incorporated therein by reference, but excluding the Proxy Statement/Prospectus, being collectively referred to as the “Westar Reports”). Each Westar 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 Westar 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 Westar included in the Westar Reports (the “Westar 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 Westar and the Westar’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 Westar nor any Westar Subsidiary has any liability of any nature that is required by GAAP to be set forth on a consolidated balance sheet of Westar and the Westar Subsidiaries, except liabilities (i) reflected or reserved against in the most recent balance sheet (including the notes thereto) of Westar and the Westar Subsidiaries included in the Westar Reports filed prior to the date hereof, (ii) incurred in the ordinary course of business after March 31, 2017, (iii) incurred in connection with the Mergers or any other transaction or agreement contemplated by this Agreement or the Original Merger Agreement or (iv) that have not had and would not reasonably be expected to have, individually or in the aggregate, a Westar Material Adverse Effect.

(c) Westar 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. Westar 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 Westar 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 Westar’s filings with the SEC and other public disclosure documents. Westar has disclosed, based on its most recent evaluation prior to the date of this Agreement, to Westar’s outside auditors and the audit committee of the Westar 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 Westar’s ability to record, process, summarize and report financial information and (2) any fraud, known to Westar, whether or not

material, that involves management or other employees who have a significant role in Westar's internal controls over financial reporting.

SECTION 3.07 Absence of Certain Changes or Events.

(a) From December 31, 2016 to the date of this Agreement, each of Westar and the Westar Subsidiaries has conducted its respective business in the ordinary course of business in all material respects, except for the conduct in connection with the Mergers or as otherwise contemplated or required by this Agreement or the Original Merger Agreement.

(b) From December 31, 2016 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 Westar Material Adverse Effect.

SECTION 3.08 Taxes.

(a) (1) Each of Westar and Westar 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 Westar and Westar 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 Westar or any Westar Subsidiary; and neither Westar nor any Westar 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 Westar or any Westar Subsidiary, which have not been fully paid or settled, and (2) neither Westar nor any Westar 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 Westar nor any Westar Subsidiary had any liabilities for material unpaid Taxes as of the date of the latest balance sheet included in the Westar Financial Statements that had not been accrued or reserved on such balance sheet in accordance with GAAP and (2) neither Westar nor any Westar Subsidiary has incurred any material liability for Taxes since the date of the latest balance sheet included in the Westar Financial Statements except in the ordinary course of business;

(e) neither Westar nor any Westar Subsidiary has any liability for material Taxes of any Person (except for Westar or any Westar 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 Westar nor any Westar 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 Westar and Westar 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 Westar nor any Westar 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 Westar nor any Westar 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 Westar or any of 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);

(j) neither Westar nor any Westar Subsidiary has any Tax rulings, requests for rulings, closing agreements or other similar agreements in effect or filed with any Governmental Entity; and

(k) after reasonable diligence, neither Westar nor any Westar Subsidiary is aware of the existence of any fact, or has taken or agreed to take any action, that would prevent the Westar Merger or GPE Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code (or, in the case of the Westar Merger, as an exchange described in Section 351 of the Code).

(l) 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 Westar relating to Taxes, and no other representation or warranty of Westar contained herein shall be construed to relate to Taxes.

SECTION 3.09 Employee Benefits.

(a) Section 3.09(a) of the A&R Westar Disclosure Letter sets forth a complete and accurate list, as of the date of this Agreement, of each material Westar Benefit Plan and each material Westar Benefit Agreement.

(b) With respect to each material Westar Benefit Plan and material Westar Benefit Agreement, Westar has made available to GPE, 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 Westar Benefit Plan or Westar Benefit Agreement is maintained outside the jurisdiction of the United States, or covers any Westar 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 Westar Material Adverse Effect, (i) each Westar Benefit Plan and each Westar 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 Westar, threatened proceedings or claims against any Westar Benefit Plan or Westar Benefit Agreement or any fiduciary thereof, or Westar or any Westar Subsidiary with respect to any Westar Benefit Plan or Westar Benefit Agreement and (iii) all contributions, reimbursements, premium payments and other payments required to be made by Westar or any Westar Commonly Controlled Entity to any Westar 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 Westar Material Adverse Effect, neither Westar nor any Westar Commonly Controlled Entity has engaged in, and to the Knowledge of Westar, there has not been, any non-exempt transaction prohibited by ERISA or by Section 4975 of the Code with respect to any Westar Benefit Plan or Westar Benefit Agreement or their related trusts that would reasonably be expected to result in a liability of Westar or a Westar Commonly Controlled Entity. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Westar Material Adverse Effect, no Westar Benefit Plan or Westar 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 Westar, threatened.

(d) Section 3.09(d) of the A&R Westar Disclosure Letter sets forth each Westar Benefit Plan and Westar Benefit Agreement that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code. No Westar Benefit Plan or Westar Benefit Agreement is a multiemployer plan, as defined in Section 3(37) of ERISA, and neither Westar nor any Westar 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 Westar Material Adverse Effect, neither Westar nor any Westar 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 Westar 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 Westar, there is no reason why any such determination letter should be revoked.

(f) Except for any liabilities of Westar that have not had and would not reasonably be expected to have, individually or in the aggregate, a Westar Material Adverse Effect, neither Westar nor any Westar 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 set forth in Section 3.09(g) of the A&R Westar Disclosure Letter, 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 Mergers (alone or in conjunction with any other event, including any termination of employment before, on or following the Effective Time) will (i) entitle any Westar 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 Westar Benefit Plan or Westar 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 Westar relating to Westar Benefit Plans or Westar Benefit Agreements (including their compliance with any applicable Law) or ERISA, and no other representation or warranty of Westar contained herein shall be construed to relate to Westar Benefit Plans or Westar Benefit Agreements (including their compliance with any applicable Law) or ERISA.

SECTION 3.10 Labor and Employment Matters. Except for the Westar Union Contracts, neither Westar nor any Westar 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 Westar Union Contract, no employees of Westar or any Westar Subsidiary are represented by any other labor union with respect to their employment for Westar or any Westar Subsidiary. To the Knowledge of Westar, except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Westar Material Adverse Effect, (a) there are no labor union representation or certification proceedings with respect to employees of Westar or any Westar 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 Westar or any Westar Subsidiary. From January 1, 2016 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 Westar 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 Westar or any Westar Subsidiary. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Westar Material Adverse Effect, since January 1, 2015, Westar and each Westar 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 Westar Material Adverse Effect, there are no Claims or investigations pending or, to the Knowledge of Westar, threatened by or on behalf of any employee of Westar or any Westar 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 Westar, threatened against Westar or any Westar Subsidiary that has had or would reasonably be expected to have, individually or in the aggregate, a Westar Material Adverse Effect. There is no Judgment outstanding against or, to the Knowledge of Westar, investigation by any Governmental Entity of Westar or any Westar 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 Westar Material Adverse Effect. This Section 3.11 does not relate to Taxes; Westar Benefit Plans or Westar 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 Westar Material Adverse Effect, (a) Westar and the Westar Subsidiaries are in compliance with all applicable Laws (including Anti-Corruption Laws) and all material Permits applicable to the business and operations of Westar and the Westar Subsidiaries, and (b) Westar and each Westar 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 Westar, the Westar Subsidiaries or, to the Knowledge of Westar, 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 Westar or the Westar 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; Westar Benefit Plans or Westar 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 GPE contained in Section 4.19 are true and correct, Westar has taken all necessary actions, if any, so that the transactions contemplated hereby, including the Mergers, 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 Westar Articles or Westar 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 Westar Material Adverse Effect:

(i) Westar and the Westar 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 Westar nor any Westar Subsidiary has received any written communication from a Governmental Entity or other Person that alleges that Westar or any Westar 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 Westar or the Westar Subsidiaries as currently conducted, (1) Westar and each of the Westar 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 Westar nor any Westar 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 Westar, threatened in writing against Westar or any Westar 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 Westar or any Westar Subsidiary, and there are no other facts, circumstances or conditions, that would reasonably be expected to form the basis of any Environmental Claim against Westar or any Westar Subsidiary; and

(v) Westar and the Westar Subsidiaries have not transported or arranged for the transportation of any Hazardous Materials generated by Westar or any Westar 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 Westar or any Westar Subsidiary.

(b) The representations and warranties contained in this Section 3.14 are the sole and exclusive representations and warranties of Westar relating to Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters, and no other representation or warranty of Westar 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, Westar Benefit Plans and Westar Benefit Agreements, as of the date of this Agreement, neither Westar nor any Westar Subsidiary is a party to any Contract required to be filed by Westar as a “material contract” pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act (a “Filed Westar 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 Westar Material Adverse Effect, (i) each Filed Westar Contract is a valid, binding and legally enforceable obligation of Westar or one of the Westar Subsidiaries, as the case may be, and, to the Knowledge of Westar, of the other parties thereto, subject in all respects to the Bankruptcy and Equity Exceptions, (ii) each such Filed Westar Contract is in full force and effect and (iii) none of Westar or any Westar Subsidiary is (with or without notice or lapse of time, or both) in breach or default under any such Filed Westar Contract and, to the Knowledge of Westar, no other party to any such Filed Westar 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 Westar Material Adverse Effect, each of Westar and the Westar 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 Westar Material Adverse Effect and except as may be limited by the Bankruptcy and Equity Exceptions, (a) all leases, easements or other agreements under which Westar or any Westar 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 Westar or the Westar Subsidiaries and, to the Knowledge of Westar, the counterparties thereto, in accordance with their respective terms, and (b) none of Westar, the Westar Subsidiaries or, to the Knowledge of Westar, 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 Westar Material Adverse Effect, to the Knowledge of Westar, (i) Westar and the Westar 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 Westar, threatened in

writing against Westar, (iii) no Person is infringing or otherwise violating any Intellectual Property owned by Westar and the Westar Subsidiaries, and (iv) no Claims of such infringement or other violation are pending or, to the Knowledge of Westar, threatened in writing against any Person by Westar.

(b) The representations and warranties contained in this Section 3.17 are the sole and exclusive representations and warranties of Westar relating to Intellectual Property, and no other representation or warranty of Westar 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 Westar 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 Westar or any Westar Subsidiary ("Westar Insurance Policies") are in full force and effect and all premiums due with respect to all Westar Insurance Policies have been paid.

SECTION 3.19 Ownership of GPE Common Stock; Interested Shareholder. Neither Westar, any Westar Subsidiary nor any other Affiliate of Westar "beneficially owns" (as such term is defined for purposes of Section 13(d) of the Exchange Act) any shares of GPE Common Stock or any other GPE Equity Securities. Neither Westar, any Westar Subsidiary nor any of their respective affiliates or associates (as each such term is defined in Section 351.459.1 of the GBCLM) is, prior to the date hereof, an "interested shareholder" (as such term is defined in Section 351.459.1 of the GBCLM) of GPE.

SECTION 3.20 Regulatory Status.

(a) Westar is a "holding company" under the Public Utility Holding Company Act of 2005 ("PUHCA 2005"). Except for the Utility Subsidiaries, none of Westar or the Westar 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 Westar any Westar Subsidiary since January 1, 2017, 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 Westar Material Adverse Effect.

SECTION 3.21 Brokers' Fees and Expenses. Except for any Westar Financial Advisor, the fees and expenses of which will be paid by Westar, 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 Mergers, based upon arrangements made by or on behalf of Westar.

SECTION 3.22 Opinion of Financial Advisor. The Westar Board has received an opinion of the Westar Financial Advisor to the effect that, as of the date of such opinion, taking into account the GPE Exchange Ratio, and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the Westar Exchange Ratio is fair, from a financial point of view, to the holders of shares of Westar Common Stock (other than shares owned by Westar as treasury stock, shares that are owned by a wholly owned Subsidiary of Westar, or shares that are owned directly or indirectly by GPE, Holdco or Merger Sub).

SECTION 3.23 No Additional Representations. Except for the representations and warranties expressly set forth in Article IV (as modified by the A&R GPE Disclosure Letter) and in any certificate delivered by GPE to Westar in accordance with the terms hereof, Westar specifically acknowledges and agrees that neither GPE 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 A&R Westar Disclosure Letter) and in any certificate delivered by Westar to GPE in accordance with the terms hereof, Westar 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) Westar or the Westar Subsidiaries or any of Westar's or the Westar 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 Westar or the Westar Subsidiaries, as well as any other business plan and cost-related plan information of Westar or the Westar Subsidiaries, made, communicated or furnished (orally or in writing), or to be made, communicated or furnished (orally or in writing), to GPE, its Affiliates or its Representatives, in each case, whether made by Westar or any of its Affiliates, Representatives or shareholders or any other Person (this clause (ii), collectively, "Westar Projections") and (b) all liability and responsibility for any such other representation or warranty or any such Westar Projection.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GPE, HOLDCO AND MERGER SUB

Except (a) as set forth in the GPE 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 amended and restated disclosure letter delivered by GPE to Westar concurrently with the execution and delivery by GPE of this Agreement, which amends and restates in its entirety the disclosure letter delivered by GPE to Westar concurrently with the execution and delivery of the Original Merger Agreement (the "A&R

GPE Disclosure Letter”), GPE, Holdco and Merger Sub represent and warrant to Westar as follows:

SECTION 4.01 Organization, Standing and Power. Each of GPE, GPE’s Subsidiaries (“GPE Subsidiaries”), Holdco 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 GPE 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 GPE Material Adverse Effect. Each of GPE, the GPE Subsidiaries, Holdco 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 GPE Material Adverse Effect. Each of GPE, the GPE Subsidiaries, Holdco 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 GPE Material Adverse Effect. GPE has made available to Westar true and complete copies of the articles of incorporation of GPE, as amended and in effect as of the date of this Agreement (the “GPE Articles”) and the bylaws of GPE, as amended and in effect as of the date of this Agreement (the “GPE Bylaws”).

SECTION 4.02 GPE Subsidiaries. All the outstanding shares of capital stock or voting securities of, and other equity interests in, each GPE Subsidiary have been validly issued and are fully paid and nonassessable and are owned by GPE, by another GPE Subsidiary or by GPE and another GPE 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 GPE Subsidiaries or applicable securities Laws. Section 4.02 of the A&R GPE Disclosure Letter sets forth, as of the date of this Agreement, a true and complete list of the GPE Subsidiaries. GPE has made available to Westar true and complete copies of the articles of incorporation and bylaws (or equivalent Organizational Documents) of each GPE Subsidiary, in effect as of the date of this Agreement. Except as set forth in Section 4.02 of the A&R GPE Disclosure Letter, neither GPE nor any GPE Subsidiary owns any shares of capital stock or voting securities of, or other equity interests in, any Person other than the GPE Subsidiaries.

SECTION 4.03 Capital Structure.

(a) At the close of business on July 6, 2017, the authorized capital stock of GPE consists of (i) 390,000 shares of \$100.00 par value cumulative preferred stock (“GPE Preferred Par Value Stock”), (ii) 1,572,000 shares of cumulative preferred stock without par value (“GPE Preferred No Par Stock”), (iii) 11,000,000 shares of preference stock without par value (“GPE Preference Stock”) and (iv) 600,000,000 shares of GPE Common Stock. At the close of business on July 6, 2017, (A) no shares of GPE Preferred Par Value Stock were issued and outstanding, (B) no shares of GPE Preferred No Par Stock were

issued and outstanding, (C) 862,500 shares of GPE Preference Stock were issued and outstanding, (D) 215,650,054 shares of GPE Common Stock were issued and outstanding, (E) 135,166 shares of GPE Common Stock were held by GPE in its treasury, and (F) an aggregate of 1,235,113 shares of GPE Common Stock were issuable upon the conversion of GPE Deferred Share Units and the settlement of GPE 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 July 6, 2017, an aggregate of 5,139,000 shares of GPE Common Stock were available for issuance pursuant to the GPE Benefit Plans.

(b) All outstanding shares of GPE Common Stock are, and all shares of GPE Common Stock that may be issued upon the conversion of GPE Deferred Share Units or the settlement of GPE 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 A&R GPE 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 GPE or any GPE Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, (i) any capital stock of GPE or any GPE Subsidiary or any securities of GPE or any GPE Subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity interests in, GPE or any GPE Subsidiary or (ii) any warrants, calls, options or other rights to acquire from GPE or any GPE Subsidiary, or any other obligation of GPE or any GPE 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, GPE or any GPE Subsidiary (the foregoing clauses (i) and (ii), collectively, “GPE Equity Securities”). Except pursuant to the GPE Benefit Plans, there are not any outstanding obligations of GPE or any GPE Subsidiary to repurchase, redeem or otherwise acquire any GPE Equity Securities. Except as set forth in Section 4.03(b) of the A&R GPE Disclosure Letter, there is no outstanding Indebtedness of GPE having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of GPE may vote (“GPE Voting Debt”). No GPE Subsidiary owns any shares of GPE Common Stock. Neither GPE nor any of the GPE 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, GPE.

SECTION 4.04 Authority; Execution and Delivery; Enforceability. Each of GPE, Holdco 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 Mergers. The GPE Board has adopted resolutions, at a meeting duly called at which a quorum of directors of GPE was present, (a) determining that it is in the best interests of GPE and its shareholders, and declaring it advisable, for GPE to enter into this Agreement, (b) adopting this Agreement and approving GPE’s execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Mergers, and (c) resolving to recommend that GPE’s shareholders approve this Agreement (the “GPE Board Recommendation”) and directing that this Agreement be submitted to GPE’s shareholders for approval at a duly held meeting of such shareholders for such purpose (the “GPE Shareholders Meeting”). Such resolutions have not been amended or

withdrawn as of the date of this Agreement. The Holdco Board has adopted resolutions (i) determining that it is in the best interests of Holdco and its shareholder, and declaring it advisable, for Holdco to enter into this Agreement, (ii) adopting this Agreement and approving Holdco's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Mergers, and (iii) resolving to recommend that GPE, in its capacity as the sole shareholder of Holdco, adopt this Agreement. GPE has approved this Agreement by written consent in its capacity as the sole shareholder of Holdco. Such resolutions and written consent have not been amended or otherwise withdrawn as of the date of this Agreement. The board of directors of Merger Sub has adopted resolutions (a) 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, (b) 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 Mergers, and (c) resolving to recommend that Holdco, in its capacity as the sole shareholder of Merger Sub, adopt this Agreement. Holdco 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 otherwise withdrawn as of the date of this Agreement. Except for (i) the approval of this Agreement by the affirmative vote of the holders of at least two-thirds of the outstanding shares of GPE Common Stock entitled to vote at the GPE Shareholders Meeting (the "GPE Shareholder Approval") and (ii) the filing of the GPE Articles of Merger as required by the GBCLM, no other vote or corporate proceedings on the part of GPE or its shareholders is necessary to authorize, adopt or approve, as applicable, this Agreement or to consummate the transactions contemplated hereby, including the Mergers. GPE has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Westar, Holdco and Merger Sub, this Agreement constitutes the legal, valid and binding obligation of GPE, 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 GPE, Holdco and Merger Sub does not, and the performance by each of GPE, Holdco and Merger Sub of its covenants and agreements hereunder and the consummation of the transactions contemplated hereby, including the Mergers, will not, (i) subject to obtaining the GPE Shareholder Approval, conflict with, or result in any violation of any provision of, the Organizational Documents of GPE, (ii) subject to obtaining the Consents set forth in Section 4.05(a)(ii) of the A&R GPE Disclosure Letter (the "GPE Required Consents") and, together with the Westar 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 GPE, any GPE Subsidiary, Holdco or Merger Sub pursuant to, any Contract to which GPE, any GPE Subsidiary, Holdco 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 GPE, any GPE Subsidiary, Holdco or Merger Sub or (iii) subject to obtaining the GPE 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 GPE, any

GPE Subsidiary, Holdco 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 reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect and would not prevent or materially impede, interfere with or delay the consummation of the transactions contemplated hereby, including the Mergers.

(b) No Consent of or from, or Filing made to or with, any Governmental Entity, is required to be obtained or made by GPE, any GPE Subsidiary or any other Affiliate of GPE in connection with GPE's, Holdco'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 Mergers, 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 Mergers;

(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 the MPSC and (4) the Filings and Consents set forth in Section 4.05(b)(iii) of the A&R GPE Disclosure Letter (the Consents and Filings set forth in Section 4.05(b)(ii) and this Section 4.05(b)(iii), collectively, the "GPE Required Statutory Approvals" and, together with the Westar Required Statutory Approvals, the "Required Statutory Approvals");

(iv) the GPE Required Consents;

(v) the filing of the GPE Articles of Merger with the Secretary of State of the State of Missouri and appropriate documents with the relevant authorities of the other jurisdictions in which GPE and Westar 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 GPE Material Adverse Effect and would not prevent or materially impede, interfere with or delay the consummation of the GPE Merger.

(a) GPE 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 GPE or GPE Utility Sub with the SEC since January 1, 2015 (such documents, together with all exhibits, financial statements, including the GPE Financial Statements, and schedules thereto and all information incorporated therein by reference, but excluding the Proxy Statement/Prospectus, being collectively referred to as the “GPE Reports”). Each GPE 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 GPE 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 GPE included in the GPE Reports (the “GPE 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 GPE and GPE’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) None of GPE, any GPE Subsidiary, Holdco and Merger Sub has any liability of any nature that is required by GAAP to be set forth on a consolidated balance sheet of GPE, the GPE Subsidiaries, Holdco and Merger Sub, except liabilities (i) reflected or reserved against in the most recent balance sheet (including the notes thereto) of GPE, the GPE Subsidiaries, Holdco and Merger Sub included in the GPE Reports filed prior to the date hereof, (ii) incurred in the ordinary course of business after March 31, 2017, (iii) incurred in connection with the Mergers or any other transaction or agreement contemplated by this Agreement or the Original Merger Agreement or (iv) that have not had and would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect.

(c) GPE 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. GPE 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 GPE 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 GPE's filings with the SEC and other public disclosure documents. GPE has disclosed, based on its most recent evaluation prior to the date of this Agreement, to GPE's outside auditors and the audit committee of the GPE 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 GPE's ability to record, process, summarize and report financial information and (2) any fraud, known to GPE, whether or not material, that involves management or other employees who have a significant role in GPE's internal controls over financial reporting.

SECTION 4.07 Absence of Certain Changes or Events.

(a) From December 31, 2016 to the date of this Agreement, each of GPE, the GPE Subsidiaries, Holdco and Merger Sub has conducted its respective business in the ordinary course of business in all material respects, except for the conduct in connection with the Mergers or as otherwise contemplated or required by this Agreement or the Original Merger Agreement.

(b) From December 31, 2016 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 GPE Material Adverse Effect.

SECTION 4.08 Employee Benefits.

(a) Section 4.08(a) of the A&R GPE Disclosure Letter sets forth a complete and accurate list, as of the date of this Agreement, of each material GPE Benefit Plan and each material GPE Benefit Agreement.

(b) With respect to each material GPE Benefit Plan and material GPE Benefit Agreement, GPE has made available to Westar, 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 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 GPE Benefit Plan or GPE Benefit Agreement is maintained outside the jurisdiction of the United States, or covers any GPE 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 GPE Material Adverse Effect, (i) each GPE Benefit Plan and each GPE 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 GPE, threatened proceedings or claims against any GPE Benefit Plan or GPE Benefit Agreement or any fiduciary thereof, or GPE or any GPE Subsidiary with respect to any GPE Benefit Plan or GPE Benefit Agreement and (iii) all contributions, reimbursements, premium payments and other payments required to be made by GPE or any GPE Commonly Controlled Entity to any GPE 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 GPE Material Adverse Effect, neither GPE nor any GPE Commonly Controlled Entity has engaged in, and to the Knowledge of GPE, there has not been, any non-exempt transaction prohibited by ERISA or by Section 4975 of the Code with respect to any GPE Benefit Plan or GPE Benefit Agreement or their related trusts that would reasonably be expected to result in a liability of GPE or a GPE Commonly Controlled Entity. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, no GPE Benefit Plan or GPE 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 GPE, threatened.

(d) Section 4.08(d) of the A&R GPE Disclosure Letter sets forth each GPE Benefit Plan and GPE Benefit Agreement that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code. No GPE Benefit Plan or GPE Benefit Agreement is a multiemployer plan, as defined in Section 3(37) of ERISA, and neither GPE nor any GPE 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 GPE Material Adverse Effect, neither GPE nor any GPE 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).

(e) Each GPE 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 GPE, there is no reason why any such determination letter should be revoked.

(f) Except for any liabilities of GPE that have not had and would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, none of GPE, any GPE Subsidiary, Holdco or Merger Sub 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 set forth in Section 4.08(g) of the A&R GPE Disclosure Letter, 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 Mergers (alone or in

conjunction with any other event, including any termination of employment before, on or following the Effective Time) will (i) entitle any GPE 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 GPE Benefit Plan or GPE 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 4.08 are the sole and exclusive representations and warranties of GPE relating to GPE Benefit Plans or GPE Benefit Agreements (including their compliance with any applicable Law) or ERISA, and no other representation or warranty of GPE contained herein shall be construed to relate to GPE Benefit Plans or GPE Benefit Agreements (including their compliance with any applicable Law) or ERISA.

SECTION 4.09 Labor and Employment Matters. Except for the GPE Union Contracts, none of GPE, any GPE Subsidiary, Holdco or Merger Sub 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 GPE Union Contract, no employees of GPE, any GPE Subsidiary, Holdco or Merger Sub are represented by any other labor union with respect to their employment for GPE, any GPE Subsidiary, Holdco or Merger Sub. To the Knowledge of GPE, except as would not have or would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, (a) there are no labor union representation or certification proceedings with respect to employees of GPE, any GPE Subsidiary, Holdco or Merger Sub 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 GPE, any GPE Subsidiary, Holdco or Merger Sub. From January 1, 2016 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 GPE 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 GPE, any GPE Subsidiary, Holdco or Merger Sub. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, since January 1, 2015, GPE, each GPE Subsidiary, Holdco and Merger Sub 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 WARN. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, there are no Claims or investigations pending or, to the Knowledge of GPE, threatened by or on behalf of any employee of GPE, any GPE Subsidiary, Holdco or Merger Sub alleging violations of Laws pertaining to employment or labor matters.

SECTION 4.10 Litigation. Except as set forth in Section 4.10 of the A&R GPE Disclosure Letter, there is no Claim before any Governmental Entity pending or, to the Knowledge of GPE, threatened against GPE, any GPE Subsidiary, Holdco or Merger Sub that has had or would reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect. There is no Judgment outstanding against or, to the Knowledge of GPE, investigation by any Governmental Entity of GPE, any GPE Subsidiary, Holdco or Merger Sub or any of their

respective properties or assets that has had or would reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect.

SECTION 4.11 Compliance with Applicable Laws. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, (a) GPE, GPE Subsidiaries, Holdco 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 GPE, GPE Subsidiaries, Holdco and Merger Sub and (b) GPE, each GPE Subsidiary, Holdco and Merger Sub 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 GPE, GPE Subsidiaries, Holdco or Merger Sub or, to the Knowledge of GPE, 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 GPE, the GPE Subsidiaries, Holdco or Merger Sub, 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 4.11 does not relate to Taxes; GPE Benefit Plans or GPE 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 Section 4.21, Section 4.08, Section 4.13 or Section 4.16, respectively.

SECTION 4.12 Takeover Statutes. Assuming that the representations and warranties of Westar contained in Section 3.19 are true and correct, GPE has taken all necessary actions, if any, so that the transactions contemplated hereby, including the Mergers, are not subject to any Takeover Statute or any similar antitakeover provision in the GPE Articles or GPE Bylaws.

SECTION 4.13 Environmental Matters.

(a) Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect:

(i) GPE, the GPE Subsidiaries, Holdco and Merger Sub are in compliance with all Environmental Laws, and, except for matters that have been fully resolved, as of the date of this Agreement, none of GPE, any GPE Subsidiary, Holdco or Merger Sub has received any written communication from a Governmental Entity or other Person that alleges that GPE, any GPE Subsidiary, Holdco or Merger Sub is in violation of any Environmental Law or any Environmental Permit;

(ii) with respect to all Environmental Permits necessary to conduct the respective operations of GPE, the GPE Subsidiaries, Holdco or Merger Sub as currently conducted, (1) GPE, each of the GPE Subsidiaries, Holdco and Merger Sub 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) none of GPE, any GPE Subsidiary, Holdco or Merger Sub 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 GPE, threatened in writing against GPE, any GPE Subsidiary, Holdco or Merger Sub 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 GPE, any GPE Subsidiary, Holdco or Merger Sub, and there are no other facts, circumstances or conditions, that would reasonably be expected to form the basis of any Environmental Claim against GPE, any GPE Subsidiary, Holdco or Merger Sub; and

(v) GPE, the GPE Subsidiaries, Holdco and Merger Sub have not transported or arranged for the transportation of any Hazardous Materials generated by GPE, any GPE Subsidiary, Holdco or Merger Sub 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 GPE, any GPE Subsidiary, Holdco or Merger Sub.

(b) The representations and warranties contained in this Section 4.13 are the sole and exclusive representations and warranties of GPE relating to Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters, and no other representation or warranty of GPE contained herein shall be construed to relate to Environmental Permits, Environmental Laws, Environmental Claims, Releases, Hazardous Materials or other environmental matters.

SECTION 4.14 Contracts.

(a) Except for this Agreement, GPE Benefit Plans and GPE Benefit Agreements, as of the date of this Agreement, neither GPE nor any GPE Subsidiary is a party to any Contract required to be filed by GPE as a “material contract” pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act (a “Filed GPE 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 GPE Material Adverse Effect, (i) each Filed GPE Contract is a valid, binding and legally enforceable obligation of GPE or one of the GPE Subsidiaries, as the case may be, and, to the Knowledge of GPE, of the other parties thereto, subject in all respects to the Bankruptcy and Equity Exceptions, (ii) each such Filed GPE Contract is in full force and effect and (iii) none of GPE or any GPE Subsidiary is (with or without notice or lapse of time, or both) in breach or default under any such Filed GPE Contract and, to the Knowledge of GPE, no other party to any such Filed GPE Contract is (with or without notice or lapse of time, or both) in breach or default thereunder.

SECTION 4.15 Real Property. Except as would not have or would not reasonably be expected to have, individually or in the aggregate, a GPE Material Adverse Effect, each of GPE and the GPE 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 GPE Material Adverse Effect and except as may be limited by the Bankruptcy and Equity Exceptions, (a) all leases, easements or other agreements under which GPE, any GPE Subsidiary, Holdco or Merger Sub 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 GPE, the GPE Subsidiaries, Holdco or Merger Sub and, to the Knowledge of GPE, the counterparties thereto, in accordance with their respective terms, and (b) none of GPE, the GPE Subsidiaries, Holdco or Merger Sub or, to the Knowledge of GPE, the counterparties thereto are in default under any of such leases, easements or other agreements described in the foregoing clause (a). This Section 4.15 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 4.13 and Section 4.16, respectively.

SECTION 4.16 Intellectual Property.

(a) Except as would not have or would not be reasonably expected to have, individually or in the aggregate, a GPE Material Adverse Effect, to the Knowledge of GPE, (i) GPE, the GPE Subsidiaries, Holdco and Merger Sub 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 GPE, threatened in writing against GPE, (iii) no Person is infringing or otherwise violating any Intellectual Property owned by GPE, the GPE Subsidiaries, Holdco and Merger Sub and (iv) no Claims of such infringement or other violation are pending or, to the Knowledge of GPE, threatened in writing against any Person by GPE.

(b) The representations and warranties contained in this Section 4.16 are the sole and exclusive representations and warranties of GPE relating to Intellectual Property, and no other representation or warranty of GPE contained herein shall be construed to relate to Intellectual Property.

SECTION 4.17 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 GPE 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 GPE or any GPE Subsidiary ("GPE Insurance Policies") are in full force and effect and all premiums due with respect to all GPE Insurance Policies have been paid.

SECTION 4.18 Brokers' Fees and Expenses. Except for any Person set forth in Section 4.18 of the A&R GPE Disclosure Letter, the fees and expenses of which will be paid by GPE, 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 Mergers, based upon arrangements made by or on behalf of GPE.

SECTION 4.19 Ownership of Westar Common Stock; Interested Shareholder.
Neither GPE, any GPE Subsidiary nor any other Affiliate of GPE “beneficially owns” (as such term is defined for purposes of Section 13(d) of the Exchange Act) any shares of Westar Common Stock or any other Westar Equity Securities. Neither GPE, any GPE 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 Westar.

SECTION 4.20 Regulatory Status.

- (a) GPE is a public utility holding company under the PUHCA 2005.
- (b) Except as set forth in Section 4.20(b)(i) of the A&R GPE Disclosure Letter, none of the GPE Subsidiaries is regulated as a public utility under the FPA. Except for the GPE Subsidiaries set forth in Section 4.20(b)(ii) of the A&R GPE Disclosure Letter (the “GPE Utilities”), none of the GPE 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 GPE or any GPE 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 GPE Material Adverse Effect.

SECTION 4.21 Taxes.

- (a) (1) Each of the GPE and each GPE 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 GPE and GPE 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 GPE or any GPE Subsidiary; and neither the GPE nor any GPE 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 GPE or any GPE Subsidiary, which have not been fully paid or settled, and (2) neither the GPE nor any GPE 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 GPE nor any GPE Subsidiary had any liabilities for material unpaid Taxes as of the date of the latest balance sheet included in the GPE Financial Statements that had not been accrued or reserved on such balance sheet in accordance with GAAP and (2) neither the GPE nor any GPE Subsidiary has incurred any material liability for Taxes since the date of the latest balance sheet included in the GPE Financial Statements except in the ordinary course of business;

(e) neither GPE nor any GPE Subsidiary has any liability for material Taxes of any Person (except for GPE or any GPE 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 GPE nor any GPE 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 GPE and GPE 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 GPE nor any GPE 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 GPE nor any GPE 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 GPE or any of 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);

(j) neither GPE nor any GPE Subsidiary has any Tax rulings, requests for rulings, closing agreements or other similar agreements in effect or filed with any Governmental Entity; and

(k) after reasonable diligence, neither GPE nor any GPE Subsidiary is aware of the existence of any fact, or has taken or agreed to take any action, that would prevent the Westar Merger or GPE Merger from qualifying as a “reorganization” within the meaning

of Section 368(a) of the Code (or, in the case of the Westar Merger, as an exchange described in Section 351 of the Code).

(l) Except to the extent Section 4.08 relates to Taxes, the representations and warranties contained in this Section 4.21 are the sole and exclusive representations and warranties of GPE relating to Taxes, and no other representation or warranty of GPE contained herein shall be construed to relate to Taxes.

SECTION 4.22 Opinions of Financial Advisors. The GPE Board has received the opinions of Goldman, Sachs & Co. LLC and Lazard Frères & Co. LLC to the effect that, as of the date of each such opinion and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the GPE Exchange Ratio was fair, from a financial point of view, to the holders of shares of GPE Common Stock (other than shares owned by GPE as treasury stock, shares that are owned by a wholly owned Subsidiary of GPE, or shares that are owned directly or indirectly by Westar, Holdco or Merger Sub).

SECTION 4.23 Holdco; Merger Sub. All outstanding shares of capital stock of Holdco are duly authorized, validly issued, fully paid and nonassessable. GPE owns all of the outstanding shares of capital stock of Holdco. Holdco has been incorporated solely for the purposes of merging with GPE, with Holdco surviving and taking action incident to the Mergers and this Agreement. Holdco 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. All outstanding shares of capital stock of Merger Sub are duly authorized, validly issued, fully paid and nonassessable. Holdco owns all of the outstanding shares of capital stock of Merger Sub. Merger Sub has been incorporated solely for the purposes of merging with and into Westar and taking action incident to the Mergers 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 4.24 No Additional Representations. Except for the representations and warranties expressly set forth in Article III (as modified by the A&R Westar Disclosure Letter) and in any certificate delivered by Westar to GPE in accordance with the terms hereof, GPE (a) specifically acknowledges and agrees that none of Westar 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 Westar or the Westar Subsidiaries or any of Westar's or Westar's Subsidiaries respective businesses, assets, employees, Permits, liabilities, operations, prospects, condition (financial or otherwise) or any Westar 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 Westar Projection, (b) specifically acknowledges and agrees to Westar's express disclaimer and negation of any such other representation or warranty or any Westar Projection and of all liability and responsibility for any such other representation or warranty or any Westar 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) Westar in connection with accuracy, completeness or materiality of any Westar Projection and (ii) any Affiliate of Westar or any of Westar's or any such Affiliate's respective Representatives or shareholders (other than Westar) 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 Westar Projection. GPE acknowledges and agrees that (A) it has conducted to its satisfaction its own independent investigation of the transactions contemplated hereby (including with respect to Westar and the Westar 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 Westar expressly set forth in Article III (as modified by the A&R Westar Disclosure Letter), and (B) except for the representations and warranties of Westar expressly set forth in Article III (as modified by the A&R Westar Disclosure Letter) and in any certificate delivered by Westar to GPE in accordance with the terms hereof, it has not relied on, or been induced by, any representation, warranty or other statement of or by Westar or any of its Affiliates, Representatives or shareholders or any other Person, including any Westar Projection or with respect to Westar or the Westar Subsidiaries or any of Westar's or Westar's Subsidiaries respective businesses, assets, employees, Permits, liabilities, operations, prospects or condition (financial or otherwise) or any Westar 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 A&R GPE Disclosure Letter) and in any certificate delivered by GPE to Westar in accordance with the terms hereof, GPE 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) GPE or the GPE Subsidiaries or any of GPE's or the GPE 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 GPE or the GPE Subsidiaries (this clause (ii) collectively, "GPE Projections").

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

SECTION 5.01 Conduct of Business by Westar.

(a) Conduct of Business by Westar. Except for matters set forth in Section 5.01 of the A&R Westar 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 Westar Proceedings, or with the prior written consent of GPE (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this

Agreement until the Effective Time, Westar shall, and shall cause each Westar 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 A&R Westar 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 Westar Proceedings, or with the prior written consent of GPE (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the Effective Time, Westar shall not, and shall not permit any Westar 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 Westar or any Westar Subsidiary in respect of shares of Westar Common Stock on a schedule consistent with Westar's past practices in an amount per share of Westar Common Stock not in excess of \$0.40 for quarterly dividends, (2) dividend equivalents accrued or payable by Westar in respect of Westar Performance Units, Westar Restricted Share Units and Westar Other Equity-Based Rights in accordance with the applicable award agreements, (3) dividends and distributions by a direct or indirect Westar Subsidiary to Westar and (4) dividends necessary to comply with Section 5.06;

(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 Westar and the Westar Subsidiaries or among the Westar 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, Westar or any Westar Subsidiary or any securities of Westar or any Westar Subsidiary convertible into or exchangeable or exercisable for capital stock or voting securities of, or equity interests in, Westar or any Westar Subsidiary, or any warrants, calls, options or other rights to acquire any such capital stock, securities or interests, except for (1) the acquisition by Westar of shares of Westar Common Stock in the open market to satisfy its obligations under all Westar Benefit Plans or under Westar's dividend reinvestment and stock purchase plan (the "Westar DRIP") and (2) the withholding of shares of Westar Common Stock to satisfy Tax obligations with respect to awards granted pursuant to the Westar Stock Plan;

(v) issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien any Westar Equity Securities or Westar Voting Debt, in each case, except for (1) the settlement of Westar Restricted Share Units, Westar Performance Units or Westar Other Equity-Based Rights, or (2) the grant of Westar Restricted Share Units, Westar Performance Units or Westar Other Equity-Based Rights in the ordinary course of business and consistent with past practices;

(vi) (1) grant to any Westar Personnel any increase in compensation or benefits (including paying to any Westar Personnel any amount not due) except in the ordinary course of business and consistent with past practices, (2) grant to any Westar 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 Westar Personnel, (3) establish, adopt, enter into, amend in any material respect or terminate any Westar Union Contract or Westar Benefit Plan or Westar Benefit Agreement (or any plan or agreement that would be a Westar Union Contract, Westar Benefit Plan or Westar 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 Westar Benefit Plan or Westar Benefit Agreement, except in the case of the foregoing clauses (1) through (4) for actions required pursuant to the terms of any Westar Benefit Plan or Westar 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 Westar of existing Indebtedness of any wholly owned Westar Subsidiary, (5) guarantees and other credit support by Westar of obligations of any Westar 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 Westar

Subsidiaries, as authorized by the KCC, and to maintain the present capital structure of Westar 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 A&R Westar Disclosure Letter, plus a 10% variance for each principal category set forth in such capital plan, (2) aggregate capital expenditures 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 Westar Contract (except for (A) any modification, amendment, termination or waiver in the ordinary course of business or (B) a termination without material penalty to Westar or the appropriate Westar Subsidiary) or (2) without limiting GPE's or Westar's obligations under Section 6.03, enter into any Contract that, from and after the Closing, purports to bind Holdco and its Subsidiaries (other than Westar and the Westar 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 Westar or any Westar 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 Westar or the Westar Subsidiaries does not exceed (I) the amount with respect thereto reflected on the Westar 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 Westar and the Westar 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 "Westar 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 Westar Risk Management Guidelines; or

(xviii) enter into any Contract to do any of the foregoing.

(b) Emergencies. Notwithstanding anything to the contrary herein, Westar may, and may cause any Westar 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 Westar’s Business. GPE acknowledges and agrees that (i) nothing contained herein is intended to give GPE, directly or indirectly, the right to control or direct the operations of Westar or any Westar Subsidiary prior to the Effective Time and (ii) prior to the Effective Time, Westar shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and the Westar Subsidiaries’ respective operations.

(d) Advice of Changes. Westar shall promptly advise GPE 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 Conduct of Business by GPE.

(a) Conduct of Business by GPE. Except for matters set forth in Section 5.02 of the A&R GPE 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 GPE Proceedings, or with the prior written consent of Westar (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the Effective Time, GPE shall, and shall cause each GPE 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 A&R GPE 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 GPE Proceedings, or with the prior written consent of Westar (which consent shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the Effective Time, GPE shall not, and shall not permit any GPE 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 GPE or any GPE Subsidiary in respect of shares of GPE Common Stock on a schedule consistent with GPE's past practices in an amount per share of GPE Common Stock not in excess of \$0.275 for quarterly dividends, (2) dividends on GPE Preference Stock, (3) dividend equivalents accrued or payable by GPE in respect of GPE Deferred Share Units, GPE Performance Share Awards and GPE Other Equity-Based Rights in accordance with the applicable award agreements, (4) dividends and distributions by a direct or indirect GPE Subsidiary to GPE and (5) dividends necessary to comply with Section 5.06;

(ii) amend any of its Organizational Documents (except for immaterial or ministerial amendments);

(iii) except as permitted by Section 5.02(a)(v) or for transactions among GPE and the GPE Subsidiaries or among the GPE 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, GPE or any GPE Subsidiary or any securities of GPE or any GPE Subsidiary convertible into or exchangeable or exercisable for capital stock or voting securities of, or equity interests in, GPE or any GPE Subsidiary, or any warrants, calls, options or other rights to acquire any such capital stock, securities or interests, except for (1) the repurchases and redemptions set forth on Section 5.02(a)(iv) of the A&R GPE Disclosure Letter, (2) the acquisition by GPE of shares of GPE Common Stock in the open market to satisfy its obligations under all GPE Benefit Plans or under GPE's dividend reinvestment and stock purchase plan (the "GPE DRIP"), and (3) the withholding of shares of GPE Common Stock to satisfy Tax obligations with respect to awards granted pursuant to the GPE Stock Plan;

(v) issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien any GPE Equity Securities or GPE Voting Debt, in each case, except for (1) the settlement of GPE Deferred Share Units, GPE Performance Share Awards or GPE Other Equity-Based Rights, or (2) the grant of GPE Deferred Share Units, GPE Performance Share Awards or GPE Other Equity-Based Rights in the ordinary course of business and consistent with past practices;

(vi) (1) grant to any GPE Personnel any increase in compensation or benefits (including paying to any GPE Personnel any amount not due) except in the ordinary course of business and consistent with past practices, (2) grant to any GPE 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 GPE Personnel, (3) establish, adopt, enter into, amend in any material respect or terminate any GPE Union Contract or GPE Benefit Plan or GPE Benefit Agreement (or any plan or agreement that would be a GPE Union Contract, GPE Benefit Plan or GPE 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 GPE Benefit Plan or GPE Benefit Agreement, except in the case of the foregoing clauses (1) through (4) for actions required pursuant to the terms of any GPE Benefit Plan or GPE 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 5.02(a)(x), (3) Indebtedness in replacement of existing Indebtedness, (4) guarantees by GPE of existing Indebtedness of any wholly owned GPE Subsidiary, (5) guarantees and other credit support by GPE of obligations of any GPE 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 GPE Subsidiaries, as authorized by the MPSC, and to maintain the present capital structure of GPE consistent with past practice (excluding any Indebtedness pursuant to financing in connection with the Original Merger Agreement) 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 5.02(a)(x) of the A&R GPE Disclosure Letter, plus a 10% variance for each principal category set forth in such capital plan, (2) aggregate capital expenditures 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 GPE Contract (except for (A) any modification, amendment, termination or waiver in the ordinary course of business or (B) a termination without material penalty to GPE or the appropriate GPE Subsidiary) or (2) without limiting GPE's or Westar's obligations under Section 6.03, enter into any Contract that, from and after the Closing, purports to bind Holdco and its Subsidiaries (other than the GPE 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 GPE or any GPE 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 GPE or the GPE Subsidiaries does not exceed (I) the amount with respect thereto reflected on the GPE 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 GPE and the GPE 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 "GPE 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 GPE Risk Management Guidelines; or

(xviii) enter into any Contract to do any of the foregoing.

(b) Emergencies. Notwithstanding anything to the contrary herein, GPE may, and may cause any GPE 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 GPE's Business. Westar acknowledges and agrees that (i) nothing contained herein is intended to give Westar, directly or indirectly, the right to control or direct the operations of GPE or any GPE Subsidiary prior to the Effective Time and (ii) prior to the Effective Time, GPE shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and the GPE Subsidiaries' respective operations.

(d) Advice of Changes. GPE shall promptly advise Westar 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 5.03 Proceedings.

(a) Westar Proceedings. Between the date of this Agreement and the Closing, Westar and the Westar Subsidiaries may (i) initiate and continue to pursue the rate cases and other proceedings set forth in Section 5.03 of the A&R Westar Disclosure Letter, (ii) with the prior written consent of GPE (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 Westar or any Westar Subsidiary or materially affect the return on equity of Westar or any Westar Subsidiary in an adverse manner, with Governmental Entities and (iii) initiate any other proceeding with Governmental Entities in the ordinary course of business (the foregoing clauses (i), (ii) and (iii), collectively, the "Westar Proceedings") and (iv) 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 Westar Proceedings prior to the date of this Agreement. Notwithstanding the foregoing, without the prior written consent of GPE (such consent not to be unreasonably withheld, delayed or conditioned), Westar and the Westar Subsidiaries will not enter into any settlement or stipulation in respect of any Westar 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 Westar or any Westar Subsidiaries or materially affect the return on equity of Westar or any Westar Subsidiary in an adverse manner.

(b) GPE Proceedings. Between the date of this Agreement and the Closing, GPE and the GPE Subsidiaries may (i) initiate and continue to pursue the rate cases and other proceedings set forth in Section 5.03 of the A&R GPE Disclosure Letter, (ii) with the prior written consent of Westar (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 GPE or any GPE Subsidiary or materially affect the return on equity of GPE or any GPE Subsidiary in an adverse manner, with Governmental Entities and (iii) initiate any other proceeding with Governmental Entities in the ordinary course of business (the foregoing clauses (i),

(ii) and (iii), collectively, the “GPE Proceedings”) and (iv) 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 GPE Proceedings prior to the date of this Agreement. Notwithstanding the foregoing, without the prior written consent of Westar (such consent not to be unreasonably withheld, delayed or conditioned), GPE and the GPE Subsidiaries will not enter into any settlement or stipulation in respect of any GPE 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 GPE or any GPE Subsidiaries or materially affect the return on equity of GPE or any GPE Subsidiary in an adverse manner.

SECTION 5.04 No Solicitation by Westar; Westar Board Recommendation.

(a) Westar 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 Westar Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a Westar 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 Westar’s Affiliates and its and their respective Representatives or GPE and GPE’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 Westar Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a Westar Takeover Proposal. Westar 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 Westar’s Affiliates and its and their respective Representatives or GPE and GPE’s Affiliates and its and their respective Representatives) conducted heretofore with respect to any Westar 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 Westar Shareholder Approval, in response to the receipt of a bona fide written Westar 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 Westar and that the Westar 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 Westar Proposal, Westar and its Representatives may (1) furnish information with respect to Westar and the Westar Subsidiaries to the Person making such Westar Takeover Proposal (and its Representatives) (provided that all such information has previously been provided to GPE or is provided to GPE 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 Westar Takeover Proposal, including terms of a Westar Acquisition Agreement with respect thereto, and the negotiation of such terms with

the Person making such Westar 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 Westar or any of its Affiliates, in each case, at Westar's direction, shall constitute a breach of this Section 5.04(a) by Westar. Notwithstanding anything to the contrary herein, Westar may grant a waiver, amendment or release under any confidentiality or standstill agreement to the extent necessary to allow a confidential Westar Takeover Proposal to be made to Westar or the Westar Board so long as the Westar Board promptly (and in any event, within one Business Day) notifies GPE 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 Westar Recommendation Change Notice, neither the Westar Board nor any committee thereof shall (i) withdraw, change, qualify, withhold or modify in any manner adverse to GPE, or propose publicly to withdraw, change, qualify, withhold or modify in any manner adverse to GPE, the Westar Board Recommendation, (ii) adopt, approve or recommend, or propose publicly to adopt, approve or recommend, any Westar Takeover Proposal, (iii) fail to include in the Proxy Statement/Prospectus the Westar 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 "Westar Adverse Recommendation Change"). Except as set forth in Section 5.04(a), Section 5.04(c) and Section 5.04(e), neither the Westar Board nor any committee thereof shall authorize, permit, approve or recommend, or propose publicly to authorize, permit, approve or recommend, or allow Westar 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 Westar Takeover Proposal, or requiring, or that would reasonably be expected to cause, Westar to abandon or terminate this Agreement (a "Westar Acquisition Agreement").

(c) Notwithstanding anything to the contrary herein, at any time prior to obtaining the Westar Shareholder Approval, the Westar Board may make a Westar Adverse Recommendation Change (and, solely with respect to a Superior Westar Proposal, terminate this Agreement pursuant to Section 8.01(c)(i)) if (i) a Westar Intervening Event has occurred or (ii) Westar has received a Superior Westar Proposal that does not result from a breach (other than an immaterial breach) of Section 5.04 by Westar and, in each case, if the Westar Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to effect a Westar Adverse Recommendation Change as a result of the occurrence of such Westar Intervening Event or in response to the receipt of such Superior Westar Proposal, as the case may be, would reasonably likely be inconsistent with the Westar Board's fiduciary duties under applicable Law; provided, however, that the Westar Board may not make such Westar Adverse Recommendation Change unless (1) the Westar Board has provided prior written notice to GPE (a "Westar Recommendation Change Notice") that it is prepared to effect a Westar Adverse Recommendation Change at least three (3) Business Days prior to taking such action, which notice shall specify the basis for such Westar Adverse Recommendation

Change and, in the case of a Superior Proposal, attaching the most current draft of any Westar Acquisition Agreement with respect to such Superior Westar Proposal or, if no draft exists, a summary of the material terms and conditions of such Superior Westar Proposal (it being understood that such Westar Recommendation Change Notice shall not in itself be deemed a Westar Adverse Recommendation Change and that if GPE 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 Westar 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 Westar Recommendation Change Notice, Westar and its Representatives negotiate in good faith with GPE and its Representatives regarding any revisions to this Agreement that GPE 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 GPE, the Westar Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to make such a Westar Adverse Recommendation Change would be inconsistent with its fiduciary duties under applicable Law, and that, in the case of a Westar Adverse Recommendation Change with respect to a Westar Takeover Proposal, such Westar Takeover Proposal still constitutes a Superior Westar Proposal.

(d) Westar 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 GPE orally and in writing of any Westar Takeover Proposal, the material terms and conditions of any such Westar Takeover Proposal and the identity of the Person making any such Westar Takeover Proposal. Westar shall keep GPE 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 Westar Takeover Proposal.

(e) Nothing contained in this Section 5.04 shall prohibit Westar 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 Westar if, in the good-faith judgment of the Westar 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) “Westar 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 Westar, (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 Westar Subsidiary or otherwise) of any business or assets of Westar or the Westar Subsidiaries representing 20% or more of the consolidated

revenues, net income or assets of Westar and the Westar 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 Westar, (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 Westar or (5) any combination of the foregoing.

(ii) “Superior Westar Proposal” means a *bona fide* written Westar Takeover Proposal (provided that for purposes of this definition, the applicable percentage in the definition of Westar Takeover Proposal shall be “50.1%” rather than “20% or more”), which the Westar 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 Westar 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 Westar Board, is more favorable to the holders of Westar 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 GPE (including pursuant to Section 5.04(c))).

(iii) “Westar Intervening Event” means any fact, circumstance, effect, change, event or development relating to Westar or the Westar Subsidiaries that (1) is unknown to or by the Westar Board as of the date hereof (or if known, the magnitude or material consequences of which were not known or understood by the Westar Board as of the date of this Agreement), (2) becomes known to or by the Westar Board prior to obtaining the Westar Shareholder Approval and (3) has or would reasonably be expected to have a material beneficial effect on Westar and the Westar Subsidiaries, taken as a whole.

SECTION 5.05 No Solicitation by GPE; GPE Board Recommendation.

(a) GPE 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 GPE Takeover Proposal or any inquiry or proposal that would reasonably be expected to lead to a GPE Takeover Proposal, or (ii) directly or indirectly participate in any discussions or negotiations with any Person (except for GPE’s Affiliates and its and their respective Representatives or Westar and Westar’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 GPE Takeover Proposal or any inquiry or proposal that would reasonably

be expected to lead to a GPE Takeover Proposal. GPE 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 GPE's Affiliates and its and their respective Representatives or Westar and Westar's Affiliates and its and their respective Representatives) conducted heretofore with respect to any GPE 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 GPE Shareholder Approval, in response to the receipt of a bona fide written GPE Takeover Proposal made after the date of this Agreement that does not result from a breach (other than an immaterial breach) of this Section 5.05(a) by GPE and that the GPE 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 GPE Proposal, GPE and its Representatives may (1) furnish information with respect to GPE and GPE Subsidiaries to the Person making such GPE Takeover Proposal (and its Representatives) (provided that all such information has previously been provided to Westar or is provided to Westar 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 GPE Takeover Proposal, including terms of a GPE Acquisition Agreement with respect thereto, and the negotiation of such terms with the Person making such GPE 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 5.05(a) by any Representative of GPE or any of its Affiliates, in each case, at GPE's direction, shall constitute a breach of this Section 5.05(a) by GPE. Notwithstanding anything to the contrary herein, GPE may grant a waiver, amendment or release under any confidentiality or standstill agreement to the extent necessary to allow a confidential GPE Takeover Proposal to be made to GPE or the GPE Board so long as the GPE Board promptly (and in any event, within one Business Day) notifies Westar thereof after granting any such waiver, amendment or release.

(b) Except as set forth in Section 5.05(a), Section 5.05(c) and Section 5.05(e), and except for the public disclosure of a GPE Recommendation Change Notice, neither the GPE Board nor any committee thereof shall (i) withdraw, change, qualify, withhold or modify in any manner adverse to Westar, or propose publicly to withdraw, change, qualify, withhold or modify in any manner adverse to Westar, the GPE Board Recommendation, (ii) adopt, approve or recommend, or propose publicly to adopt, approve or recommend, any GPE Takeover Proposal, (iii) fail to include in the Proxy Statement/Prospectus the GPE 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 "GPE Adverse Recommendation Change"). Except as set forth in Section 5.05(a), Section 5.05(c) and Section 5.05(e), neither the GPE Board nor any committee thereof shall authorize, permit, approve or recommend, or propose publicly to authorize, permit, approve or recommend, or allow GPE 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 GPE Takeover Proposal, or requiring, or that would reasonably be expected to cause, GPE to abandon or terminate this Agreement (a “GPE Acquisition Agreement”).

(c) Notwithstanding anything to the contrary herein, at any time prior to obtaining the GPE Shareholder Approval, the GPE Board may make a GPE Adverse Recommendation Change (and solely with respect to a Superior GPE Proposal, terminate this Agreement pursuant to Section 8.01(d)(iii)) if (i) a GPE Intervening Event has occurred or (ii) GPE has received a Superior GPE Proposal that does not result from a breach (other than an immaterial breach) of Section 5.05 by GPE and, in each case, if the GPE Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to effect a GPE Adverse Recommendation Change as a result of the occurrence of such GPE Intervening Event or in response to the receipt of such Superior GPE Proposal, as the case may be, would reasonably likely be inconsistent with the GPE Board’s fiduciary duties under applicable Law; provided, however, that the GPE Board may not make such GPE Adverse Recommendation Change unless (1) the GPE Board has provided prior written notice to Westar (a “GPE Recommendation Change Notice”) that it is prepared to effect a GPE Adverse Recommendation Change at least three (3) Business Days prior to taking such action, which notice shall specify the basis for such GPE Adverse Recommendation Change and, in the case of a Superior Proposal, attaching the most current draft of any GPE Acquisition Agreement with respect to such Superior GPE Proposal or, if no draft exists, a summary of the material terms and conditions of such Superior GPE Proposal (it being understood that such GPE Recommendation Change Notice shall not in itself be deemed a GPE Adverse Recommendation Change and that if Westar 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 GPE Proposal, a new notice to which the provisions of clauses (2), (3) and (4) of this Section 5.05(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 5.05(c) shall be deemed to be two (2) Business Days), (2) during the three (3) Business Day period after delivery of the GPE Recommendation Change Notice, GPE and its Representatives negotiate in good faith with Westar and its Representatives regarding any revisions to this Agreement that Westar 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 Westar, the GPE Board determines in good faith (after consultation with outside legal counsel and a financial advisor) that the failure to make such a GPE Adverse Recommendation Change would be inconsistent with its fiduciary duties under applicable Law, and that, in the case of a GPE Adverse Recommendation Change with respect to a GPE Takeover Proposal, such GPE Takeover Proposal still constitutes a Superior GPE Proposal.

(d) GPE 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 Westar orally and in writing of any GPE Takeover Proposal, the material terms and conditions of any such GPE Takeover Proposal and the identity of the Person making any such GPE Takeover Proposal. GPE shall keep Westar 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 GPE Takeover Proposal.

(e) Nothing contained in this Section 5.05 shall prohibit GPE 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 GPE if, in the good-faith judgment of the GPE 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) “GPE 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 GPE, (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 GPE Subsidiary or otherwise) of any business or assets of GPE or the GPE Subsidiaries representing 20% or more of the consolidated revenues, net income or assets of GPE and the GPE 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 GPE, (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 GPE or (5) any combination of the foregoing.

(ii) “Superior GPE Proposal” means a *bona fide* written GPE Takeover Proposal (provided that for purposes of this definition, the applicable percentage in the definition of GPE Takeover Proposal shall be “50.1%” rather than “20% or more”), which the GPE 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 GPE 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 GPE Board, is more favorable to the holders of GPE 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 Westar (including pursuant to Section 5.05(c))).

(iii) “GPE Intervening Event” means any fact, circumstance, effect, change, event or development relating to GPE or the GPE Subsidiaries that (1) is

unknown to or by the GPE Board as of the date hereof (or if known, the magnitude or material consequences of which were not known or understood by the GPE Board as of the date of this Agreement), (2) becomes known to or by the GPE Board prior to obtaining the GPE Shareholder Approval and (3) has or would reasonably be expected to have a material beneficial effect on GPE and the GPE Subsidiaries, taken as a whole.

SECTION 5.06 Dividends. Each of GPE and Westar shall coordinate with the other regarding the declaration and payment of dividends in respect of GPE Common Stock and Westar Common Stock and the record dates and payment dates relating thereto, it being the intention of GPE and Westar that no holder of GPE Common Stock or Westar Common Stock shall receive two dividends, or fail to receive one dividend, for any single calendar quarter (or portion thereof) with respect to its shares of GPE Common Stock or Westar Common Stock, as the case may be, and/or any shares of Holdco Common Stock any such holder receives pursuant to the Mergers. For the avoidance of doubt, it is the Parties' intent that (a) the first quarterly dividend paid to the holders of Holdco Common Stock (including former holders of Westar Common Stock) following the Effective Time shall be paid in accordance with GPE's dividend policy, to be adopted by Holdco immediately after the Effective Time, and in no event later than the first record date for the payment of dividends after the Closing Date, and (b) the Parties accordingly shall coordinate their declaration and payment of dividends prior to the Effective Time and GPE shall coordinate the declaration and payment of its dividends after the Effective Time.

SECTION 5.07 Tax Status. None of Holdco, GPE or Westar shall, or shall permit any of its respective Subsidiaries to, take any actions that would be reasonably likely to adversely affect the status of (i) the GPE Merger as a reorganization under Section 368(a) of the Code, (ii) the Westar Merger as a reorganization under Section 368(a) of the Code, and (iii) the Mergers, taken together, as a contribution under Section 351 of the Code.

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 Westar, the Westar Board has made a Westar Adverse Recommendation Change or, in the case of GPE, the GPE Board has made a GPE Adverse Recommendation Change, (i) Westar and GPE shall jointly prepare and cause to be filed with the SEC a joint proxy statement to be mailed to the shareholders of each of Westar and GPE relating to the Westar Shareholders Meeting and the GPE 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) Westar, GPE and Holdco, shall jointly 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 shares of Holdco Common Stock to be issued in connection with the Mergers (the "Form S-4"). Each of GPE, Westar and Holdco 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 Mergers. Each of GPE, Westar and Holdco 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) Westar agrees that (i) none of the information supplied or to be supplied by Westar for inclusion or incorporation by reference in the Proxy Statement/Prospectus will, at the date it is first mailed to Westar's and GPE's shareholders or at the time of the Westar Shareholders Meeting and the GPE 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 by GPE 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. GPE agrees that (x) none of the information supplied or to be supplied by GPE for inclusion or incorporation by reference in the Proxy Statement/Prospectus will, at the date it is first mailed to Westar's shareholders and GPE's shareholders or at the time of the Westar Shareholders Meeting and the GPE 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 (y) except with respect to any information supplied by Westar 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.

(c) Each of Holdco, Westar and GPE shall promptly notify the others 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 Westar, the Westar Board has made a Westar Adverse Recommendation Change or, in the case of GPE, the GPE Board has made a GPE Adverse Recommendation Change:

(i) each of Westar and GPE 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, the Proxy Statement/Prospectus and (2) to have the SEC advise Westar and GPE as promptly as reasonably practicable that the SEC has no further comments on the Proxy Statement/Prospectus;

(ii) each of Westar and GPE 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 Westar and GPE as

promptly as reasonably practicable after the SEC advises Westar and GPE that the SEC has no further comments on the Proxy Statement/Prospectus; and

(iii) each of Westar and GPE shall include the Westar Board Recommendation and the GPE Board Recommendation in the preliminary and definitive Proxy Statements/Prospectus.

Notwithstanding anything to the contrary herein, unless, in the case of Westar, the Westar Board has made a Westar Adverse Recommendation Change or, in the case of GPE, the GPE Board has made a GPE 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 Westar or GPE, each of Holdco, Westar and GPE shall provide the others with a reasonable opportunity to review and comment on such document or response and consider in good faith any of the other Parties' comments thereon. Unless, in the case of Westar, the Westar Board has made a Westar Adverse Recommendation Change or, in the case of GPE, the GPE Board has made a GPE Adverse Recommendation Change, each Party shall use its reasonable best efforts to have the SEC advise Holdco, Westar and GPE, 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 Westar, the Westar Board has made a Westar Adverse Recommendation Change or, in the case of GPE, the GPE Board has made a GPE Adverse Recommendation Change, each of Holdco, Westar and GPE 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 Mergers.

(d) If, prior to the Effective Time, any event occurs with respect to GPE or any GPE Subsidiary, or any change occurs with respect to other information supplied by GPE 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, GPE shall promptly notify Westar of such event, and Holdco, GPE and Westar 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 Westar's shareholders and GPE'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 Westar or any Westar Subsidiary, or any change occurs with respect to other information supplied by Westar 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, Westar shall

promptly notify GPE of such event, and Holdco, Westar and GPE 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 Westar's shareholders and GPE'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 Westar, the Westar Board has made a Westar Adverse Recommendation Change, Westar shall, as soon as practicable after the mailing of the definitive Proxy Statement/Prospectus to the shareholders of Westar, duly call, give notice of, convene and hold the Westar Shareholders Meeting and, subject to Section 5.04(c), solicit the Westar Shareholder Approval.

(g) Unless, in the case of GPE, the GPE Board has made a GPE Adverse Recommendation Change, GPE shall, as soon as practicable after the mailing of the definitive Proxy Statement/Prospectus to the shareholders of GPE, duly call, give notice of, convene and hold the GPE Shareholders Meeting and, subject to Section 5.05(c), solicit the GPE Shareholder Approval.

(h) Unless, in the case of Westar, the Westar Board has made a Westar Adverse Recommendation Change or, in the case of GPE, the GPE Board has made a GPE Adverse Recommendation Change, each of GPE and Westar shall use reasonable best efforts to hold the GPE Shareholders Meeting and the Westar 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, Westar and GPE 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, Westar and GPE 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, the MPSC 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 Westar and GPE 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 Westar and GPE, 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 Westar and GPE, 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 Westar’s and GPE’s, as applicable, reasonable discretion); provided, further, that neither Westar nor GPE 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 Westar’s or GPE’s or their respective Affiliate’s intentional misconduct, each of Westar and GPE 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 Westar and GPE, as amended (the “Confidentiality Agreement”). The Confidentiality Agreement is hereby further amended to extend the term thereof until November 30, 2018, subject to the exception and proviso in paragraph 17 of the Confidentiality Agreement. If this Agreement is terminated pursuant to Section 8.01, the Confidentiality Agreement, as amended, 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 Mergers, (iii) obtaining the Required Statutory Approvals and all other Consents of Governmental Entities that are necessary, proper or advisable to consummate the Mergers and the other transactions contemplated hereby and (iv) executing and delivering any additional instruments that are necessary, proper or advisable to consummate the Mergers and the other transactions contemplated hereby. For the avoidance of doubt, any Filings made, or Consents or Required Statutory Approvals sought, obtained or denied based on the transactions contemplated by the Original Merger Agreement shall not be considered for any purposes of this Agreement, including Sections 6.03, 7.01(b), 7.01(c), 7.02(e) and 7.03(e), other than the Filings, Consents or Required Statutory Approvals set forth on Section 6.03 of the A&R GPE Disclosure Letter or that the Parties otherwise expressly agree are unaffected by the amendment and restatement of the Original Merger Agreement.

(b) In connection with and without limiting the generality of Section 6.03(a), each of GPE and Westar 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 Mergers, and (2) all other necessary Filings relating to the Mergers 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 Mergers, 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 Mergers (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 Mergers, 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 Mergers 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 Mergers, 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 Mergers; 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) Neither GPE nor Westar shall, and each 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 GPE's or Westar's covenants and agreements under this Section 6.03, each of GPE and Westar 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 Mergers 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 GPE or its Affiliates or Westar or the Westar 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 GPE, Westar or their respective Affiliates (including, after the Closing, Holdco and its Affiliates); 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 GPE, Westar, Holdco, Merger Sub, any GPE Subsidiary or any Westar Subsidiary or (ii) permit GPE, any GPE Subsidiary, Westar or any Westar Subsidiary without the prior written consent of the other Party, 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 GPE or Westar 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.

SECTION 6.04 Transaction Litigation. Each of Westar and GPE shall promptly notify the other Party of any shareholder litigation arising from this Agreement or the Mergers that is brought against Westar or GPE or members of the Westar Board or the GPE Board (“Transaction Litigation”). Each of Westar and GPE shall reasonably consult with the other Party with respect to the defense or settlement of any Transaction Litigation and shall not settle any Transaction Litigation without the other Party’s consent (not to be unreasonably withheld, conditioned or delayed).

SECTION 6.05 Section 16 Matters. Prior to the Effective Time, each of Westar and GPE shall take all such steps as may be required to cause any dispositions of Westar Common Stock and GPE Common Stock (including derivative securities with respect to Westar Common Stock and GPE Common Stock) directly resulting from the Mergers by each individual who will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Westar and GPE immediately prior to the Effective Time to be exempt under Rule 16b-3 promulgated under the Exchange Act.

SECTION 6.06 Post-Merger Governance.

(a) Board Matters. GPE, Westar and Holdco shall take all necessary corporate action to cause the following to occur as of the Effective Time:

(i) the number of directors constituting the Holdco Board as of the Effective Time to be mutually determined by GPE and Westar prior to the Effective Time;

(ii) the Holdco Board as of the Effective Time to be composed of an equal number of directors designated by each of GPE and Westar prior to the Effective Time (such individuals, the “GPE Designees” and the “Westar Designees”, as applicable), subject to such individuals’ ability and willingness to serve; and

(iii) the committees of the Holdco Board shall be as set forth in Exhibit B hereto, and the chairpersons of each such committee shall be designated in accordance with the provisions of Exhibit B hereto, subject to such individuals' ability and willingness to serve.

In the event that, before the Effective Time, any GPE Designee or any Westar Designee becomes unable or unwilling to serve as a director on the Holdco Board, or as a chairperson of a committee or as lead independent director, a replacement for such designee shall be determined in accordance with the provisions of Exhibit B hereto.

(b) Chairman of the Board; President and Chief Executive Officer; Executive Officers. Subject to such individuals' ability and willingness to so serve, Holdco shall take all necessary corporate action so that the individual identified on Exhibit B and designated as Holdco Chairman of the Board, and the individuals identified on Exhibit C and designated as President and Chief Executive Officer and other senior executive officer positions specified on such Exhibit C shall hold such designated positions as of the Effective Time as specified thereon. If, before the Effective Time, any such Person is unable or unwilling to serve as an officer of Holdco in the capacity set forth on Exhibit C, a replacement for such Person shall be determined in accordance with the provisions of Exhibit C hereto.

(c) Headquarters. From and after the Effective Time, (i) Holdco will have its corporate headquarters in Kansas City, Missouri and (ii) Holdco shall cause its utility operating headquarters to be located in Topeka, Kansas and Kansas City, Missouri.

(d) Holdco Organizational Documents. GPE and Holdco shall take all actions necessary so that (i) at or prior to the Effective Time, the articles of incorporation of Holdco shall be amended and restated so that, at the Effective Time, such articles of incorporation shall read in their entirety substantially in the form attached hereto as Exhibit D (the "Holdco Restated Articles") and (ii) at or prior to the Effective Time, the bylaws of Holdco shall be amended and restated so that, at the Effective Time, such bylaws shall read in their entirety substantially in the form attached hereto as Exhibit E (the "Holdco Restated Bylaws").

(e) Name. GPE and Westar agree to use their commercially reasonable efforts acting in good faith to agree on a new name and ticker symbol for Holdco prior to the Closing.

(f) Community Support. The Parties agree that provision of charitable contributions and community support in their respective service areas serves a number of their important corporate goals. From and after the Effective Time, Holdco and its subsidiaries taken as a whole intend to continue to provide charitable contributions and community support within the service areas of the Parties and each of their respective subsidiaries in each service area at levels substantially comparable to the levels of charitable contributions and community support provided, directly or indirectly, by GPE and Westar within their respective service areas prior to the Effective Time.

(g) KCC and MPSC Applications. Westar, GPE, Holdco and Merger Sub agree (i) that the applications submitted to the KCC and the MPSC with respect to the Mergers shall include the information concerning the Mergers, Westar, GPE, Holdco and Merger Sub required by the laws of the State of Kansas and the State of Missouri, (ii) to include specific commitments and agreements in such application to implement the principles set forth in Exhibit F hereto, and (iii) that the initial applications submitted to the KCC and the MPSC with respect to the Mergers and any amendment thereto shall only include such other agreements or commitments as agreed to by Westar, GPE, Holdco and Merger Sub, in each case, whose consent to any such agreements or commitments shall not be unreasonably withheld, conditioned or delayed. Westar agrees that it will not agree to, or accept, any additional or different agreements, commitments or conditions in connection with the Mergers pursuant to any settlement or otherwise with the staff of the KCC or any other Person without the prior written consent of GPE, which consent shall not be unreasonably withheld, conditioned or delayed. GPE agrees that it will not agree to, or accept, any additional or different agreements, commitments or conditions in connection with the Mergers pursuant to any settlement or otherwise with the staff of the MPSC or any other Person without the prior written consent of Westar, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 6.07 Public Announcements. Except with respect to (a) a Westar Adverse Recommendation Change, a Westar Recommendation Change Notice, a Westar Takeover Proposal, a Superior Westar Proposal or any matter related to any of the foregoing, (b) a GPE Adverse Recommendation Change, a GPE Recommendation Change Notice, a GPE Takeover Proposal, a Superior GPE 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, GPE and Westar 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 Mergers, 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. Westar and GPE agree that the initial press release to be issued with respect to this Agreement or Mergers 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 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) Holdco 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 Westar, the Westar Subsidiaries, GPE and the GPE Subsidiaries as provided in their respective Organization Documents and any indemnification or other similar Contracts of Westar, any Westar Subsidiary, GPE or any GPE 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 Holdco shall cause the Westar Surviving Corporation and the Westar Subsidiaries to perform their respective obligations thereunder. Without limiting the foregoing, from and after the Effective Time, Holdco 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 Westar, any Westar Subsidiary, GPE or any GPE 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 Westar, any Westar Subsidiary, GPE or any GPE Subsidiary as a director, officer or employee of another Person (the “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 Indemnified Party is or was a director, officer or employee of Westar, any Westar Subsidiary, GPE, any GPE Subsidiary or is or was serving at the request of Westar, any Westar Subsidiary, GPE or any GPE 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 Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such Claim from Holdco; provided that any Person to whom expenses are advanced provides an undertaking, if and only to the extent required by applicable Law or Holdco’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) Holdco shall cooperate in good faith in the defense of any such matter.

(b) In the event that Holdco 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, Holdco shall cause proper provision to be made so that the successors and assigns of Holdco 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, Holdco shall either cause to be maintained in effect the current policies of directors’ and officers’ liability insurance and fiduciary liability insurance maintained by Westar, the Westar Subsidiaries, GPE or the GPE Subsidiaries or provide substitute policies for Westar, GPE

and their respective current and former directors and officers who are currently covered by the directors' and officers' and fiduciary liability insurance coverage currently maintained by Westar and GPE, 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 Westar and GPE 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 Holdco 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 Westar or GPE prior to the date of this Agreement (the "Maximum Amount"), and if Holdco 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 Westar may, at its option, purchase a "tail" directors' and officers' liability insurance policy and fiduciary liability insurance policy for Westar, GPE and their respective current and former directors, officers and employees who are currently covered by the directors' and officers' and fiduciary liability insurance coverage currently maintained by Westar and GPE, 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 Westar and GPE 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. Holdco 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 Mergers, (ii) are intended to be for the benefit of, and will be enforceable by, each indemnified or insured party (including the 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"), Holdco shall, and shall cause the Westar Surviving Corporation to, provide each individual who is employed by Westar or a Westar Subsidiary immediately prior to the Effective Time and who remains employed thereafter by the Westar Surviving Corporation, Holdco or any of their Subsidiaries (each, a "Westar Employee") who is not a Westar 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 Westar Employee immediately prior to the Effective Time, (ii) aggregate incentive compensation opportunities that are substantially comparable, in the aggregate, to those provided to the Westar Employee immediately prior to the Effective Time and (iii) employee benefits that are substantially comparable, in the aggregate, to

those provided to the Westar Employee immediately prior to the Effective Time. During the Continuation Period, Holdco shall, and shall cause the Westar Surviving Corporation to, provide each Westar Employee who experiences a termination of employment with the Westar Surviving Corporation, Holdco or any of their Subsidiaries severance benefits that are no less favorable than those set forth in Section 6.10(a)(1) of the A&R Westar Disclosure Letter. During the two (2) year period following the Closing Date, subject to Section 6.10(e)(ii), Holdco shall, or shall cause the Westar Surviving Corporation to, treat retirees of Westar and its Subsidiaries with respect to the provision of post-retirement welfare benefits no less favorably than similarly situated retirees of Holdco and its Subsidiaries. Except as provided on Section 6.10(a)(2) of the A&R Westar Disclosure Letter, as soon as practicable following the end of the fiscal year in which the Effective Time occurs, Holdco shall, or shall cause the Westar Surviving Corporation to, pay each Westar Employee who remains employed with the Westar Surviving Corporation, Holdco 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 Westar Employee participated as of immediately prior to the Effective Time.

(b) With respect to each Westar Employee who is covered by a Westar Union Contract (each, a “Westar Represented Employee”), Holdco shall, and shall cause the Westar Surviving Corporation to, continue to honor the Westar 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 Holdco or the Westar Surviving Corporation to amend or terminate any such Westar Union Contract, to the extent permitted by the terms of the applicable Westar Union Contract and applicable Law). The provisions of this Section 6.10 shall be subject to any applicable provisions of the Westar Union Contracts and applicable Law in respect of such Westar 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 Westar Union Contract or applicable Law. Prior to the Closing Date, Westar 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 Westar 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, Holdco shall, or shall cause the Westar Surviving Corporation to, assume and honor in accordance with their terms all of Westar’s and all of the Westar 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 Westar and any Westar Employee) maintained by Westar or any Westar 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 Mergers (either alone or in combination with any other event), it being understood that this sentence shall not be construed to limit the ability of Holdco or the Westar 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

Westar Benefit Plan or Westar Benefit Agreement containing a definition of “change in control,” “change of control” or similar term that relates to a transaction at the level of Westar, the Closing shall be deemed to constitute a “change in control,” “change of control” or such similar term.

(d) At the Effective Time, Holdco shall, or shall cause a GPE Subsidiary to, assume and honor in accordance with their terms all of GPE’s and all of the GPE 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 GPE and any individual who is employed by GPE or a GPE Subsidiary immediately prior to the Effective Time and who remains employed thereafter by Holdco or any of its Subsidiaries) maintained by GPE or any GPE 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 Mergers (either alone or in combination with any other event), it being understood that this sentence shall not be construed to limit the ability of Holdco or any GPE Subsidiary 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 GPE Benefit Plan or GPE Benefit Agreement containing a definition of “change in control,” “change of control” or similar term that relates to a transaction at the level of GPE, the Closing shall be deemed to constitute a “change in control,” “change of control” or such similar term.

(e) With respect to all employee benefit plans of Holdco, the Westar 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 Westar Employee’s service with Westar or any Westar Subsidiary (as well as service with any predecessor employer of Westar or any such Westar Subsidiary, to the extent service with the predecessor employer was recognized by Westar or such Westar Subsidiary and is accurately reflected within a Westar Employee’s records) shall be treated as service with Holdco, the Westar 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 Westar 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 Holdco 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.

(f) Holdco shall, and shall cause the Westar 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 Holdco, the Westar Surviving Corporation or any of their Subsidiaries in which Westar 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 Westar Benefit

Plan immediately prior to the Effective Time. Holdco shall, or shall cause the Westar Surviving Corporation to, use commercially reasonable efforts to recognize the dollar amount of all co-payments, deductibles and similar expenses incurred by each Westar 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.

(g) 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 Westar 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 Westar Employee.

SECTION 6.11 Holdco; Merger Sub.

(a) Prior to the Effective Time, neither Holdco nor Merger Sub shall engage in any activity of any nature except for activities related to or in furtherance of the Mergers.

(b) GPE hereby (i) guarantees the due, prompt and faithful payment performance and discharge by Holdco and Merger Sub of, and compliance by Holdco and Merger Sub with, all of the covenants and agreements of Holdco and Merger Sub under this Agreement and (ii) agrees to take all actions necessary, proper or advisable to ensure such payment, performance and discharge by Holdco and Merger Sub hereunder.

SECTION 6.12 Takeover Statutes. If any Takeover Statute or similar statute or regulation becomes applicable to this Agreement or the Mergers, Westar and the Westar Board and GPE and the GPE Board shall use reasonable best efforts to grant such approvals and take such actions to ensure that the Mergers may be consummated as promptly as practicable on the terms contemplated by this Agreement.

SECTION 6.13 Stock Exchange Listing. Holdco shall use reasonable best efforts to cause the shares of Holdco Common Stock to be issued in the Mergers to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Closing. Each of Westar and GPE shall use its reasonable best efforts to cooperate with Holdco in connection with the foregoing, including by providing information reasonably requested by Holdco in connection therewith.

SECTION 6.14 Redemption of GPE Preference Stock. Prior to the Closing, GPE shall redeem all of the issued and outstanding shares of GPE Preference Stock pursuant to Section 13 of the Certificate of Designations for the GPE Preference Stock.

SECTION 6.15 Further Assurances. It may be preferable to effectuate a business combination between GPE and Westar by means of an alternative structure in light of the conditions set forth in Section 7.01(b), Section 7.02(e) and Section 7.03(e). Accordingly, if the

only conditions to the parties' obligations to consummate the Mergers that are not satisfied or waived are receipt of any one or more of the Westar Required Consents, GPE Required Consents, and the Required Statutory Approvals, and the adoption of an alternative structure (that otherwise substantially preserves for GPE and Westar the economic benefits of the Mergers without adversely affecting either GPE or Westar in any material respect) would result in such conditions being satisfied or waived, then the Parties shall use their respective commercially reasonable efforts to effect a business combination among themselves by means of a mutually agreed upon structure other than the Mergers that so preserves such benefits without adversely affecting either GPE or Westar in any material respect; provided that prior to closing any such restructured transaction, all third party and Governmental Authority declarations, filings, registrations, notices, authorizations, consents or approvals necessary for the effectuation of such alternative business combination shall have been obtained and all other conditions to the Parties' obligations to consummate the Mergers, as applied to such alternative business combination, shall have been satisfied or waived.

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 Westar Shareholder Approval and the GPE 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 Mergers 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 Mergers may be consummated has expired or been terminated, and (3) as to which all conditions to the consummation of the Mergers 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 Mergers (any such Law or Judgment, a "Legal Restraint").

(d) Listing. The shares of Holdco Common Stock issuable in the Mergers 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

Holdco shall have received all state securities and “blue sky” authorizations necessary for the issuance of the Merger Consideration.

SECTION 7.02 Conditions to Obligations of Westar. The obligation of Westar to consummate the Westar Merger is further subject to the satisfaction or waiver (by Westar) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of GPE, Holdco 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 “GPE 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 “GPE Material Adverse Effect” set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a GPE Material Adverse Effect, (ii) the representations and warranties of GPE, Holdco 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 GPE 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 GPE, Holdco and Merger Sub. GPE, Holdco 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) Absence of GPE 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 GPE Material Adverse Effect shall have occurred and be continuing.

(d) Officer’s Certificates. Westar shall have received a certificate signed on behalf of each of GPE, Holdco and Merger Sub by an executive officer of GPE, Holdco and Merger Sub, respectively, certifying the satisfaction by GPE, Holdco and Merger Sub of the conditions set forth in Section 7.02(a), Section 7.02(b) and Section 7.02(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.

(f) Tax Opinion. Westar shall have received an opinion of Baker Botts L.L.P., in form and substance satisfactory to Westar, dated the Closing Date, which opinion may be based on appropriate representations of GPE, Westar and Holdco that are in form and substance reasonably satisfactory to such counsel, to the effect that (i) the Westar Merger, taken together with the GPE Merger, will be treated as a nontaxable exchange described in Code Section 351 and/or (ii) the Westar Merger will be treated as a nontaxable reorganization described in Code Section 368.

(g) GPE Preference Stock. As of the Effective Time, there shall be no shares of GPE Preference Stock outstanding.

(h) Cash or Cash Equivalents. As of the Effective Time, GPE shall have not less than \$1.25 billion in cash or cash equivalents on its balance sheet, excluding the proceeds of any Indebtedness issued outside of the ordinary course of business.

SECTION 7.03 Conditions to Obligations of GPE. The obligations of GPE to consummate the GPE Merger are further subject to the satisfaction or waiver (by GPE) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Westar 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 “Westar 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 “Westar Material Adverse Effect” set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Westar Material Adverse Effect, (ii) the representations and warranties of Westar 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 Westar 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 Westar. Westar 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 Westar 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 Westar Material Adverse Effect shall have occurred and be continuing.

(d) Officer's Certificate. GPE shall have received a certificate signed on behalf of Westar by an executive officer of Westar certifying the satisfaction by Westar 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.

(f) Tax Opinion. GPE shall have received an opinion of Bracewell LLP, in form and substance satisfactory to GPE, dated the Closing Date, which opinion may be based on appropriate representations of GPE, Westar and Holdco that are in form and substance reasonably satisfactory to such counsel, to the effect that the GPE Merger will be treated as a reorganization described in Code Section 368(a).

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

SECTION 8.01 Termination Rights.

(a) Termination by Mutual Consent. Westar and GPE shall have the right to terminate this Agreement at any time prior to the Effective Time, whether before or after receipt of the Westar Shareholder Approval or GPE Shareholder Approval, by mutual written consent.

(b) Termination by Either Westar or GPE. Each of Westar and GPE shall have the right to terminate this Agreement, at any time prior to the Effective Time, whether before or after the receipt of the Westar Shareholder Approval or GPE Shareholder Approval, if:

(i) the Closing shall not have occurred by 5:00 p.m. New York City time on the date that is twelve (12) months from the date hereof (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 7.02(e), Section 7.03(e) and those conditions that by their nature are to be satisfied at the Closing), either Westar or GPE 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 Westar nor GPE may terminate this Agreement or extend the End Date pursuant to this Section 8.01(b)(i) if it 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 Mergers 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 Westar Shareholder Approval is not obtained at the Westar Shareholders Meeting duly convened (unless such Westar Shareholders Meeting has been adjourned, in which case at the final adjournment thereof); or

(iv) the GPE Shareholder Approval is not obtained at the GPE Shareholders Meeting duly convened (unless such GPE Shareholders Meeting has been adjourned, in which case at the final adjournment thereof).

(c) Termination by Westar. Westar shall have the right to terminate this Agreement:

(i) in the event that the Westar Board has made a Westar Adverse Recommendation Change with respect to a Superior Westar Proposal and shall have approved, and concurrently with the termination hereunder, Westar shall have entered into, a Westar Acquisition Agreement providing for the implementation of such Superior Westar Proposal, so long as (1) Westar has complied in all material respects with its obligations under Section 5.04(c) and (2) Westar prior to or concurrently with such termination pays to GPE the Westar Termination Fee in accordance with Section 8.02(b)(i) and the termination pursuant to this Section 8.01(c)(i) shall not be effective and Westar shall not enter into any such Westar Acquisition Agreement until GPE is in receipt of the Westar Termination Fee; provided, however, that Westar shall not have the right to terminate this Agreement under this Section 8.01(c)(i) after the Westar Shareholder Approval is obtained at the Westar Shareholders Meeting;

(ii) if GPE, Holdco 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 GPE, Holdco 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 GPE by the End Date (as it may be extended pursuant to Section 8.01(b)(i)) or is not cured by GPE within thirty (30) days after receiving written notice from Westar of such breach or failure; provided, however, that Westar shall not have the right to terminate this Agreement under this Section 8.01(c)(ii) if Westar is then in breach of any covenant or agreement contained herein or any representation or warranty of Westar 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 1.03 (except for those conditions that by their terms are to be satisfied at the Closing), (2) GPE does not comply with its obligations under this Agreement to complete the Closing on the day that the Closing should have been consummated pursuant to Section 1.03, and (3) GPE fails to comply with its obligations under this Agreement to consummate the Closing within five (5) Business Days following its receipt of written notice from Westar requesting such consummation; or

(iv) in the event that the GPE Board or a committee thereof has made a GPE Adverse Recommendation Change; provided, however, that Westar shall not have the right to terminate this Agreement under this Section 8.01(c)(iv) after the GPE Shareholder Approval is obtained at the GPE Shareholders Meeting.

(d) Termination by GPE. GPE shall have the right to terminate this Agreement:

(i) in the event that the Westar Board or a committee thereof has made a Westar Adverse Recommendation Change; provided, however, that GPE shall not have the right to terminate this Agreement under this Section 8.01(d)(i) after the Westar Shareholder Approval is obtained at the Westar Shareholders Meeting;

(ii) if Westar breaches or fails to perform any of its covenants or agreements contained herein, or if any of the representations or warranties of Westar 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 7.03(a) or Section 7.03(b), as applicable, and (2) is not reasonably capable of being cured by Westar by the End Date (as it may be extended pursuant to Section 8.01(b)(i)) or is not cured by Westar within thirty (30) days after receiving written notice from GPE of such breach or failure; provided, however, that GPE shall not have the right to terminate this Agreement under this Section 8.01(d)(ii) if GPE is then in breach of any covenant or agreement contained herein or any representation or warranty of GPE contained herein then fails to be true and correct such that the conditions set forth in Section 7.02(a) or Section 7.02(b), as applicable, could not then be satisfied;

(iii) in the event that the GPE Board has made a GPE Adverse Recommendation Change with respect to a Superior GPE Proposal and shall have approved, and concurrently with the termination hereunder, GPE shall have entered into, a GPE Acquisition Agreement providing for the implementation of such Superior GPE Proposal, so long as (1) GPE has complied in all material respects with its obligations under Section 5.05(c) and (2) GPE prior to or concurrently with such termination pays to Westar the GPE Fiduciary Out Termination Fee in accordance with Section 8.02(b)(iii) and the termination pursuant to this Section 8.01(d)(iii) shall not be effective and GPE shall not enter into any such GPE Acquisition Agreement until Westar is in receipt of the GPE Fiduciary Out Termination Fee; provided, however, that GPE shall not have the right to terminate

this Agreement under this Section 8.01(d)(iii) after the GPE Shareholder Approval is obtained at the GPE Shareholders Meeting; or

(iv) 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 1.03 (except for those conditions that by their terms are to be satisfied at the Closing), (2) Westar does not comply with its obligations under this Agreement to complete the Closing on the day that the Closing should have been consummated pursuant to Section 1.03, and (3) Westar fails to comply with its obligations under this Agreement to consummate the Closing within five (5) Business Days following its receipt of written notice from GPE requesting such consummation.

SECTION 8.02 Effect of Termination; Termination Fees.

(a) In the event of termination of this Agreement by either GPE or Westar 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 Westar or GPE (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) 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 GPE or Westar 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), Section 7.02(e) or Section 7.03(e) or, in connection with the Required Statutory Approvals, Section 7.01(c) shall have not been satisfied, (B) either GPE or Westar 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 (C) Westar terminates this Agreement pursuant to Section 8.01(c)(ii) based on a failure by GPE 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 GPE, Holdco or Merger Sub), or (2) Westar terminates this Agreement pursuant to Section 8.01(c)(iii), then GPE shall pay to Westar a fee of \$190,000,000 in cash (the “GPE Termination Fee”). GPE shall pay the GPE Termination Fee to Westar (to an account designated in writing by Westar) prior to or concurrently with such termination of this Agreement by GPE or no later than three (3) Business Days after the date of the applicable termination by Westar.

(ii) If Westar terminates this Agreement pursuant to Section 8.01(c)(i) or GPE terminates this Agreement pursuant to Section 8.01(d)(i), Westar shall pay to GPE a fee of \$190,000,000 in cash (the “Westar Termination Fee”). Westar shall pay the Westar Termination Fee to GPE (to an account designated in writing by GPE) prior to or concurrently with such termination of this Agreement by Westar 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 GPE pursuant to Section 8.01(d)(i).

(iii) If GPE terminates this Agreement pursuant to Section 8.01(d)(iii) or Westar terminates this Agreement pursuant to Section 8.01(c)(iv), GPE shall pay to Westar a fee of \$190,000,000 in cash (the “GPE Fiduciary Out Termination Fee”). GPE shall pay the GPE Fiduciary Out Termination Fee to Westar (to an account designated in writing by Westar) prior to or concurrently with such termination of this Agreement by GPE pursuant to Section 8.01(d)(iii) or no later than three (3) Business Days after the date of such termination of this Agreement by Westar pursuant to Section 8.01(c)(iv).

(iv) If (1) either (A) GPE or Westar terminates this Agreement pursuant to Section 8.01(b)(i) or Section 8.01(b)(iii) or (B) GPE terminates this Agreement pursuant to Section 8.01(d)(ii), (2) a Westar Takeover Proposal shall have been publicly disclosed or made to Westar 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 Westar Shareholders Meeting, and (3) within twelve (12) months after the termination of this Agreement, Westar shall have entered into a Westar Acquisition Agreement which is subsequently consummated, or consummated a Westar Takeover Proposal, then Westar shall pay the Westar Termination Fee to GPE (to an account designated in writing by GPE) within three (3) Business Days after the earlier of the date Westar enters into such Westar Acquisition Agreement or consummates such Westar Takeover Proposal. For purposes of clause (3) of this Section 8.02(b)(iv), the term “Westar Takeover Proposal” shall have the meaning assigned to such term in Section 5.04, except that the applicable percentage in the definition of “Westar Takeover Proposal” shall be “50.1%” rather than “20% or more”.

(v) If (1) either (A) GPE or Westar terminates this Agreement pursuant to Section 8.01(b)(i) or Section 8.01(b)(iv) or (B) Westar terminates this Agreement pursuant to Section 8.01(c)(ii), (2) a GPE Takeover Proposal shall have been publicly disclosed or made to GPE 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 GPE Shareholders Meeting, and (3) within twelve (12) months after the termination of this Agreement, GPE shall have entered into a GPE Acquisition Agreement which is subsequently consummated, or consummated a GPE Takeover Proposal, then GPE shall pay the GPE Fiduciary Out Termination Fee to Westar (to an account designated in writing by Westar) within three (3) Business Days after the earlier of the date GPE enters into such GPE Acquisition Agreement or consummates such GPE Takeover Proposal. For purposes of clause (3) of this Section 8.02(b)(v), the term “GPE Takeover Proposal” shall have the meaning assigned to such term in Section 5.05, except that the applicable percentage in the definition of “GPE Takeover Proposal” shall be “50.1%” rather than “20% or more”.

(vi) If either GPE or Westar 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 GPE shall pay to Westar a fee of \$80,000,000 in cash (the “GPE No Vote Termination Fee”). GPE shall pay the GPE No Vote Termination Fee to Westar (to an account designated in writing by Westar) prior to or concurrently with such termination of this Agreement by GPE 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 Westar 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 GPE 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 Westar 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, GPE, on the one hand, or Westar, on the other hand, commences a Claim that results in a Judgment against Westar 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 GPE 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, Westar shall pay to GPE, on the one hand, or GPE shall pay to Westar, on the other hand, its costs and expenses (including reasonable attorneys’ fees and the fees and expenses of any expert or consultant engaged by Westar) 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 Westar 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 GPE is obligated to pay the GPE Termination Fee under Section 8.02(b)(i) or the GPE Fiduciary Out Termination Fee under Section 8.02(b)(iii) or Section 8.02(b)(v) or the GPE 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 GPE Termination Fee, the GPE Fiduciary Termination Fee or the GPE No Vote Termination Fee, as the case may be, and, if applicable, the costs and expenses of Westar pursuant to Section 8.02(c) in accordance herewith, GPE, GPE Subsidiaries and their respective Affiliates and Representatives shall have no further liability with respect to this Agreement or the transactions contemplated hereby to Westar, the holders of the Westar Common Stock, Holdco, Merger Sub or any of their respective Affiliates or Representatives, and payment of the applicable fee and such costs and expenses by GPE shall be the Westar'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 Westar, the Westar Subsidiaries or 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 Westar 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); provided that, regardless of whether GPE pays or is obligated to pay the GPE Termination Fee, the GPE Fiduciary Out Termination Fee or the GPE No Vote Termination Fee, nothing in this Section 8.02(d) shall release GPE from liability for a Willful Breach of this Agreement. If this Agreement is terminated under circumstances in which Westar is obligated to pay the Westar Termination Fee under Section 8.02(b)(ii) or Section 8.02(b)(iv), upon payment of the Westar Termination Fee and, if applicable, the costs and expenses of GPE pursuant to Section 8.02(c) in accordance herewith, Westar shall have no further liability with respect to this Agreement or the transactions contemplated hereby to GPE, the holders of the GPE Common Stock, Holdco, Merger Sub or any of their respective Affiliates or Representatives, and payment of the Westar Termination Fee and such costs and expenses by Westar shall be GPE'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 GPE, GPE 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 GPE, Holdco 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 Westar pays or is obligated to pay the Westar Termination Fee, nothing in this Section 8.02(d) shall release Westar from liability for a Willful Breach of this Agreement. The Parties acknowledge and agree that (i) in no event shall Westar or GPE, as applicable, be required to pay the Westar Termination Fee, the GPE Termination Fee, the GPE Fiduciary Out Termination Fee or the GPE No Vote Termination Fee, as applicable, on more than one occasion, (ii) the GPE Fiduciary Out Termination Fee may become due and payable pursuant to Section 8.02(b)(v) after the prior payment of the GPE No Vote Termination Fee pursuant to Section 8.02(b)(vi), in which case GPE shall be obligated to pay an amount equal to the GPE Fiduciary Out Termination Fee less the amount of the GPE No Vote Fee previously paid and (iii) if a termination event occurs requiring GPE to pay a termination fee hereunder and at such time more than one right to terminate this Agreement is exercisable by the Parties, GPE 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, GPE shall be obligated to pay the GPE Fiduciary Out Termination Fee even if GPE 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 Mergers 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 Mergers) shall constitute a Willful Breach of this Agreement.

SECTION 8.03 Amendment. This Agreement may be amended by the parties at any time before or after receipt of the Westar Shareholder Approval; provided, however, that (a) after receipt of the Westar Shareholder Approval, there shall be made no amendment that by Law requires further approval by the shareholders of Westar without the further approval of such shareholders, (b) no amendment shall be made to this Agreement after the Effective Time and (c) except as provided above, no amendment of this Agreement shall require the approval of the shareholders of GPE or the shareholders of Westar. 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 Westar, GPE, Holdco 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 GPE, Holdco and 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
Elena V. Rubinov
Facsimile: (800) 404-3970
Email: john.klauberg@bracewell.com
fritz.lark@bracewell.com
elena.rubinov@bracewell.com

To Westar:

Westar Energy, Inc.
818 South Kansas Avenue
Topeka, KS 66612
Attention: Larry Irick
Facsimile: (785) 575-8136
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
James H. Mayor
Facsimile: (212) 259-2557
(713) 229-7849
Email: bill.lamb@bakerbotts.com
james.mayor@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 Westar and GPE may, at its option, include in the A&R Westar Disclosure Letter or the A&R GPE 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 Westar Financial Statements included in the Westar 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 A&R Westar Disclosure Letter, the A&R GPE 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 Mergers, including the Original Merger Agreement. Except (a) after the Effective Time, the rights of GPE’s and Westar’s respective shareholders 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.

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 to the extent any mandatory provisions of the General Business and Corporation Law of the State of Missouri govern.

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. 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 Mergers 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. 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.

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 MERGERS. 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 Withdrawal of Original Merger Sub. By executing this Agreement, Original Merger Sub hereby withdraws from the Original Merger Agreement as a party thereto, and from and after the date hereof, Original Merger Sub shall have no further rights to or interests in, or liabilities or obligations relating to or arising out of, the Original Merger Agreement or the transactions contemplated thereby. The Parties acknowledge that Original Merger Sub is executing this Agreement solely for the purpose of withdrawing from the Original Merger Agreement and the transactions contemplated thereby as described above.

[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: 

Name: Mark A. Ruelle

Title: President and Chief Executive
Officer

GREAT PLAINS ENERGY INCORPORATED

By: _____

Name: Terry Bassham

Title: Chairman of the Board, President
and Chief Executive Officer

MONARCH ENERGY HOLDING, INC.

By: _____

Name: _____

Title: _____

KING ENERGY, INC.

By: _____

Name: _____

Title: _____

solely for the purposes of Section 9.14:

GP STAR, INC.

By: _____

Name: _____

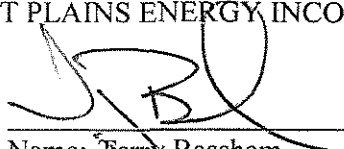
Title: _____

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, each as of the date first written above.

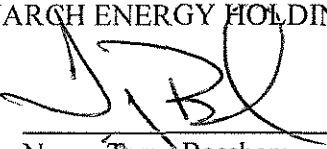
WESTAR ENERGY, INC.

By: _____
Name: Mark A. Ruelle
Title: President and Chief Executive Officer


GREAT PLAINS ENERGY INCORPORATED

By:  _____
Name: Terry Bassham
Title: Chairman of the Board, President and Chief Executive Officer

MONARCH ENERGY HOLDING, INC.


By:  _____
Name: Terry Bassham
Title: President and Chief Executive Officer

KING ENERGY, INC.

By:  _____
Name: Terry Bassham
Title: President and Chief Executive Officer

solely for the purposes of Section 9.14:

GP STAR, INC.

By:  _____
Name: Terry Bassham
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO A&R 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, 4.10, and 4.11, the Person set forth on Exhibit A of the A&R GPE Disclosure Letter and any of its Affiliates shall be deemed an Affiliate of GPE.

“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 Westar and its Affiliates or GPE and its Affiliates, as applicable, 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.

“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.

“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 A&R Westar Disclosure Letter and the A&R GPE Disclosure Letter.

“Environmental Claim” means any Claim, investigation or written notice 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 Westar or any Westar Subsidiary or GPE or any GPE Subsidiary, (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.

“GPE 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 GPE or any GPE Subsidiary, on the one hand, and any GPE Personnel, on the other hand.

“GPE 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 GPE or any GPE Subsidiary for the benefit of any GPE Personnel, or for which GPE or any GPE Subsidiary has any direct or indirect liability.

“GPE Commonly Controlled Entity” means any person or entity that, together with GPE, is treated as a single employer under Section 414 of the Code.

“GPE Deferred Share Units” means any director deferred share unit issued pursuant to the GPE Stock Plan.

“GPE 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 GPE and the GPE 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 GPE Material Adverse Effect has occurred: (a) any change or condition affecting any industry in which GPE or any GPE 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 GPE or any GPE 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 GPE Material Adverse Effect); (d) any change attributable to the announcement, execution or delivery of this Agreement or the pendency of the Mergers, including (i) any action taken by GPE or any GPE Subsidiary that is expressly required pursuant to this Agreement, or is consented to by Westar, or any action taken by Westar or any Affiliate thereof, to obtain any Consent from any Governmental Entity to the consummation of the Mergers 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 Westar or any of its Affiliates as the target of GPE; (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 GPE Common Stock on the NYSE or any change affecting the ratings or the ratings outlook for GPE or any GPE 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 GPE 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 Westar Required Statutory Approvals or the GPE 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 GPE Material Adverse Effect has occurred solely to the extent such fact, circumstance, effect, change, event or development has a materially disproportionate adverse effect on GPE and the GPE 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 GPE Material Adverse Effect, to the extent such change is not otherwise excluded from being taken into account by clauses (a)–(j) of this definition).

“GPE Personnel” means any current or former director, officer or employee of GPE or any GPE Subsidiary.

“GPE Performance Share Awards” means performance share awards granted pursuant to the GPE Stock Plan payable upon the achievement of certain performance measures.

“GPE Stock Plan” means the GPE Long-Term Incentive and Share Award Plan as amended and in effect from time to time.

“GPE Union Contracts” means the Contracts set forth in Section 4.09 of the A&R GPE Disclosure Letter.

“GPE Utility Sub” means Kansas City Power & Light Company, a Missouri corporation.

“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 Westar, the actual knowledge of the individuals listed in Section 1.01 of the A&R Westar Disclosure Letter and (ii) with respect to the GPE, the actual knowledge of the individuals listed in Section 1.01 of the A&R GPE 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, the MPSC 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.

“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 Holdco and its Subsidiaries, taken as a whole, after giving effect to the Mergers (which shall include GPE, the GPE Subsidiaries, Westar and the Westar Subsidiaries); provided that for this purpose GPE, Westar and their 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 Westar 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).

“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 Westar set forth in Section 3.20(a) of the A&R Westar Disclosure Letter.

“Westar 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 Westar or any Westar Subsidiary, on the one hand, and any Westar Personnel, on the other hand.

“Westar 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 Westar or any Westar Subsidiary for the benefit of any Westar Personnel, or for which Westar or any Westar Subsidiary has any direct or indirect liability.

“Westar Commonly Controlled Entity” means any person or entity that, together with Westar, is treated as a single employer under Section 414 of the Code.

“Westar Financial Advisor” means any Person set forth in Section 3.21 of the A&R Westar Disclosure Letter.

“Westar 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 Westar and the Westar 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 Westar Material Adverse Effect has occurred: (a) any change or condition affecting any industry in which Westar or any Westar 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 Westar or any Westar 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 Westar Material Adverse Effect); (d) any change attributable to the announcement, execution or delivery of this Agreement or the pendency of the Mergers, including (i) any action taken by Westar or any Westar Subsidiary that is expressly required pursuant to this Agreement, or is consented to by GPE, or any action taken by GPE or any Affiliate thereof, to obtain any Consent from any Governmental Entity to the consummation of the Mergers 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 GPE or any of its Affiliates as the acquirer of Westar; (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 Westar Common Stock on the NYSE or any change affecting the ratings or the ratings outlook for Westar or any Westar 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 Westar 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 Westar Required Statutory Approvals or the GPE 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 Westar Material Adverse Effect has occurred solely to the extent such fact, circumstance, effect, change, event or

development has a materially disproportionate adverse effect on Westar and the Westar 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 Westar Material Adverse Effect, to the extent such change is not otherwise excluded from being taken into account by clauses (a)–(j) of this definition).

“Westar Performance Unit” means any share unit payable in shares of Westar Common Stock or whose value is determined with reference to the value of shares of Westar Common Stock that are subject to performance-based vesting granted under the Westar Stock Plan.

“Westar Personnel” means any current or former director, officer or employee of Westar or any Westar Subsidiary.

“Westar Restricted Share Unit” means any share unit payable in shares of Westar Common Stock or whose value is determined with reference to the value of shares of Westar Common Stock granted that are subject to time-based vesting under the Westar Stock Plan.

“Westar Stock Plan” means the Long-Term Incentive and Share Award Plan as amended and in effect from time to time.

“Westar Union Contracts” means the Contracts set forth in Section 3.10 of the A&R Westar 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
A&R Westar Disclosure Letter	Article III
A&R GPE Disclosure Letter	Article IV
Agreement	Preamble
Bankruptcy and Equity Exceptions	3.04
Book-Entry Shares	2.02(b)(i)
Certificate	2.02(b)(i)
Closing	1.03
Closing Date	1.03
Confidentiality Agreement	6.02(b)
Consent	3.05(b)
Continuation Period	6.10(a)
Controlled Group Liability	3.09(d)
Dissenting Shares	2.04(a)
Effective Time	1.02
End Date	8.01(b)(i)
Environmental Permit	3.14(a)(i)
Exchange Act	3.05(b)(i)
Exchange Agent	2.02(a)
Exchange Fund	2.02(a)
FERC	3.05(b)(iv)
Filed GPE Contract	4.14(a)
Filed Westar Contract	3.15(a)
Filing	3.05(b)
Final Order	7.01(b)
Form S-4	6.01(a)
FPA	3.05(b)(iv)
GAAP	3.06(a)
GBCLM	1.01(a)
GPE	Preamble
GPE Acquisition Agreement	5.05(b)
GPE Adverse Recommendation Change	5.05(b)
GPE Articles	4.01
GPE Articles of Merger	1.02
GPE Board	Recitals
GPE Board Recommendation	4.04
GPE Bylaws	4.01
GPE Common Stock	2.01(a)(i)
GPE Designees	6.06(a)(ii)
GPE DRIP	5.02(a)(iv)
GPE Equity Securities	4.03(b)

GPE Exchange Ratio	2.01(b)(i)
GPE Fiduciary Out Termination Fee	8.02(b)(iii)
GPE Financial Statements	4.06(a)
GPE Insurance Policies	4.17
GPE Intervening Event	5.05(f)(iii)
GPE Merger	1.01(a)
GPE Merger Consideration	2.01(b)(i)
GPE No Vote Termination Fee	8.02(b)(vi)
GPE Other Equity-Based Right	2.03(b)(iii)
GPE Preferred No Par Stock	4.03(a)
GPE Preferred Par Value Stock	4.03(a)
GPE Preference Stock	4.03(a)
GPE Proceedings	5.03(b)
GPE Projections	4.24
GPE Recommendation Change Notice	5.05(c)
GPE Reports	4.06(a)
GPE Required Consents	4.05(a)
GPE Required Statutory Approvals	4.05(b)(iii)
GPE Risk Management Guidelines	5.02(a)(xvii)
GPE Shareholder Approval	4.04
GPE Shareholders Meeting	4.04
GPE Subsidiaries	4.01
GPE Takeover Proposal	5.05(f)(i)
GPE Termination Fee	8.02(b)(i)
GPE Utilities	4.20(b)
GPE Voting Debt	4.03(b)
Holdco	Preamble
Holdco Board	Recitals
Holdco Common Stock	2.01(b)(i)
Holdco Restated Articles	6.06(d)
Holdco Restated Bylaws	6.06(d)
Holdco Surviving Corporation	1.01(a)
HSR Act	3.05(b)(ii)
Indemnified Parties	6.09(a)
IRS	3.09(b)
KCC	3.05(b)(iv)
KGCC	1.01(b)
Legal Restraint	7.01(c)
Liens	3.02
Maximum Amount	6.09(c)
Mergers	1.01(b)
Merger Consideration	2.01(b)(ii)
Merger Sub	Preamble
MPSC	3.05(b)(iv)
NRC	3.05(b)(iv)
Original Merger Agreement	Recitals

Original Merger Sub	Preamble
Parties	Preamble
Proxy Statement/Prospectus	6.01(a)
PUHCA 2005	3.20(a)
Representatives	5.04(a)
Required Consents	4.05(a)
Required Statutory Approvals	4.05(b)(iii)
SEC	3.05(b)(i)
Securities Act	3.05(b)(i)
Superior GPE Proposal	5.05(f)(ii)
Superior Westar Proposal	5.04(f)(ii)
Takeover Statute	3.13
Transaction Litigation	6.04
WARN	3.10
Westar	Preamble
Westar Acquisition Agreement	5.04(b)
Westar Adverse Recommendation Change	5.04(b)
Westar Articles	3.01
Westar Articles of Merger	1.02
Westar Board	Recitals
Westar Board Recommendation	3.04
Westar Bylaws	3.01
Westar Common Stock	2.01(a)(ii)
Westar Designees	6.06(a)(ii)
Westar DRIP	5.01(a)(iv)
Westar Employee	6.10
Westar Equity Securities	3.03(b)
Westar Exchange Ratio	2.01(b)(ii)
Westar Financial Statements	3.06(a)
Westar Insurance Policies	3.18
Westar Intervening Event	5.04(f)(iii)
Westar Merger	1.01(b)
Westar Merger Consideration	2.01(b)(ii)
Westar Other Equity-Based Right	2.03(a)(iii)
Westar Preferred Stock	3.03(a)
Westar Proceedings	5.03(a)
Westar Projections	3.23
Westar Recommendation Change Notice	5.04(c)
Westar Reports	3.06(a)
Westar Represented Employee	6.10(b)
Westar Required Consents	3.05(a)
Westar Required Statutory Approvals	3.05(b)(iv)
Westar Risk Management Guidelines	5.01(a)(xvii)
Westar Shareholder Approval	3.04
Westar Shareholders Meeting	3.04
Westar Subsidiaries	3.01

Westar Surviving Corporation	1.01(b)
Westar Takeover Proposal	5.04(f)(i)
Westar Termination Fee	8.02(b)(ii)
Westar Voting Debt	3.03(b)
Willful Breach	8.02(e)

EXHIBIT B

BOARD MATTERS

1. Mark Ruelle will be appointed as the non-executive Chairman of the Holdco Board for a term of three years, effective as of, and conditioned upon the occurrence of, the Effective Time, and subject to his ability and willingness to serve. In the event that Mr. Ruelle is unwilling or unable to serve as the Chairman of the Holdco Board as of the Effective Time, Westar shall designate a replacement from among the Westar Designees, following reasonable consultation with GPE, who shall be appointed by Holdco in accordance with the Holdco Restated Articles and Holdco Restated Bylaws as in effect as of the Effective Time.
2. If any GPE Designee is unable or unwilling to serve as a director of Holdco as of the Effective Time, GPE will designate a replacement, following reasonable consultation with Westar, which replacement shall be deemed a GPE Designee for all purposes of the Merger Agreement.
3. If any Westar Designee is unable or unwilling to serve as a director of Holdco as of the Effective Time, Westar will designate a replacement, following reasonable consultation with GPE, which replacement shall be deemed a Westar Designee for all purposes of the Merger Agreement.
4. As of the Effective Time, the initial standing Board committees of Holdco will consist of: (a) a Compensation Committee, (b) an Audit Committee, (c) a Nominating and Governance Committee, (d) a Finance Committee, and (e) a Nuclear Operations and Environmental Committee. In determining and recommending committee assignments, the Board will take into account, among other things, the skills and expertise of the directors, the needs of the committees, and the goal that committee workloads be distributed reasonably among the full Board. As of the Effective Time, the initial standing committees of the Holdco Board shall be composed of an equal number of directors from among each of the Westar Designees and GPE Designees. Holdco will not have any other Board committee (including any Executive Committee) as of the Effective Time, except to the extent mutually agreed upon by GPE and Westar, including agreement upon the initial chairperson of any such committee.
5. GPE will designate the initial chairpersons of the Compensation Committee, the Audit Committee and the Nuclear Operations and Environmental Committee, in each case, following reasonable consultation with Westar, and in each case subject to such individuals' ability and willingness to serve. Westar will designate the initial chairpersons of the Nominating and Governance Committee and the Finance Committee, in each case, following reasonable consultation with GPE, and in each case subject to such individuals' ability and willingness to serve. If any such designated chairperson is unable or unwilling to serve in such position as of the Effective Time, the party that designated such chairperson shall designate a replacement from among such party's director designees, following reasonable consultation with the other party.
6. Westar will designate the initial lead independent director, following reasonable consultation with GPE, subject to such individual's ability and willingness to serve. If the individual so designated as lead independent director is unable or unwilling to serve in such position as of the Effective Time, Westar will designate a replacement from among the Westar Designees, following reasonable consultation with GPE.

EXHIBIT C

OFFICERS

1. Terry Bassham will be appointed as the President and Chief Executive Officer of Holdco, effective as of, and conditioned upon the occurrence of, the Effective Time, and subject to his ability and willingness to serve.
2. In the event that Mr. Bassham is unwilling or unable to serve as the President and Chief Executive Officer of Holdco as of the Effective Time, GPE and Westar shall confer and mutually designate a President and Chief Executive Officer of Holdco, who shall be appointed by Holdco in accordance with the Holdco Restated Articles and Holdco Restated Bylaws as in effect as of the Effective Time. Each of the following individuals shall be appointed to the office set forth next to such individual's name, to hold such office as of the Effective Time until his or her replacement is appointed in accordance with the Holdco Restated Bylaws or until his or her resignation or removal:

Individual:	Office:
Kevin Bryant	Executive Vice President and Chief Operating Officer
Greg Greenwood	Executive Vice President, Strategy and Chief Administrative Officer
Tony Somma	Executive Vice President and Chief Financial Officer
Jerl Banning	Senior Vice President and Chief People Officer
Chuck Caisley	Senior Vice President, Marketing and Public Affairs and Chief Customer Officer
Heather Humphrey	Senior Vice President, General Counsel and Corporate Secretary

In the event that any such individual(s) is (are) unwilling or unable to serve in such officer position(s) as of the Effective Time, GPE and Westar shall confer and mutually appoint other individual(s) to serve in such officer position(s).

EXHIBIT D
HOLDCO RESTATED ARTICLES

[See attached]

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MONARCH ENERGY HOLDING, INC.**

(Adopted as of _____)

ARTICLE ONE

The name of this corporation shall be MONARCH ENERGY HOLDING, INC.

ARTICLE TWO

The address, including street and number, if any, of the corporation's initial registered office in this state is 221 Bolivar Street, Jefferson City, Missouri, 65101, but it shall have power to transact business anywhere in Missouri, and also in several states of the United States if and when so desired under the respective laws thereof regarding foreign corporations. The name of its initial agent at such address is CSC-Lawyers Incorporating Service Company.

ARTICLE THREE

The amount of authorized capital stock of the Company is [[Six Hundred Twelve Million (612,000,000)] shares divided into classes as follows:

[Twelve Million (12,000,000)] shares of Preference Stock without par value.

[Six Hundred Million (600,000,000)]¹ shares of Common Stock without par value.

The preferences, qualifications, limitations, restrictions, and special or relative rights of the Preference Stock and the Common Stock shall be as follows:

A. PREFERENCE STOCK

(i) Series of Preference Stock. Shares of Preference Stock may be issued from time to time in one or more series as provided herein. Each such series shall be designated so as to distinguish the shares thereof from the shares of all other series, and shall have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the Articles of Incorporation or any amendment thereto or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors pursuant to authority expressly vested in it by the provisions of this Articles of Incorporation. Any of the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of any series

¹ NTD: Subject to finalization.

of Preference Stock may be made dependent upon facts ascertainable outside these Articles of Incorporation or of any amendment thereto, or outside the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors, provided that the manner in which such facts shall operate upon the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of such class of stock is clearly and expressly set forth in these Articles of Incorporation or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors. The shares of Preference Stock of all series shall be of equal rank, and all shares of any particular series of Preference Stock shall be identical, except that, if the dividends, if any, thereon are cumulative, the date or dates from which they shall be cumulative may differ. The terms of any series of Preference Stock may vary from the terms of any other series of Preference Stock to the full extent now or hereafter permitted by the Missouri General and Business Corporation Law, and the terms of each series shall be fixed, prior to the issuance thereof, in the manner provided for herein. Without limiting the generality of the foregoing, shares of Preference Stock of different series may, subject to any applicable provisions of law, vary with respect to the following terms:

- (a) The distinctive designation of such series and the number of shares of such series;
- (b) The rate or rates at which shares of such series shall be entitled to receive dividends, the conditions upon, and the times of payment of such dividends, the relationship and preference, if any, of such dividends to dividends payable on any other class or classes or any other series of stock, and whether such dividends shall be cumulative or noncumulative, and, if cumulative, the date or dates from which such dividends shall be cumulative;
- (c) The right, if any, to exchange or convert the shares of such series into shares of any other class or classes, or of any other series of the same or any other class or classes of stock of the Company, and if so convertible or exchangeable, the conversion price or prices, or the rates of exchange, and the adjustments, if any, at which such conversion or exchange may be made;
- (d) If shares of such series are subject to redemption, the time or times and the price or prices at which, at the terms and conditions on which, such shares shall be redeemable;
- (e) The preference of the shares of such series as to both dividends and assets in the event of any voluntary or involuntary liquidation or dissolution or winding up or distribution of assets of the Company;
- (f) The obligation, if any, of the Company to purchase, redeem or retire shares of such series and/or maintain a fund for such purposes, and the amount or amounts to be payable from time to time for such purpose or into such fund, the number of shares to be purchased, redeemed or retired, and the other terms and conditions of any such obligation;
- (g) The voting rights, if any, full or limited, to be given the shares of such series, including without limiting the generality of the foregoing, the right, if any, as a series or in

conjunction with other series or classes, to elect one or more members of the Board of Directors either generally or at certain specified times or under certain circumstances, and restrictions, if any, on particular corporate acts without a specified vote or consent of holders of such shares (such as, among others, restrictions on modifying the terms of such series of Preference Stock, authorizing or issuing additional shares of Preference Stock or creating any additional shares of Preference Stock or creating any class of stock ranking prior to or on a parity with the Preference Stock as to dividends or assets); and

(h) Any other preferences, and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof.

(ii) Authority for Issuance Granted to Board of Directors. Authority is hereby expressly granted to and vested in the Board of Directors at any time or from time to time to issue the Preference Stock as Preference Stock of any series, and in connection with the creation of each such series, so far as not inconsistent with the provisions of this ARTICLE THREE applicable to all series of Preference Stock, to fix, prior to the issuance thereof, by resolution or resolutions providing for the issue of shares thereof, the authorized number of shares of such series, which number may be increased, unless otherwise provided by the Board of Directors in creating such series, or decreased, but not below the number of shares thereof then outstanding, from time to time by like action of the Board of Directors, the voting powers of such series and the designations, rights, preferences, and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, of such series.

B. COMMON STOCK

(i) Dividends. Subject to the limitations in this ARTICLE THREE set forth, dividends may be paid on the Common Stock out of any funds legally available for the purpose, when and as declared by the Board of Directors.

(ii) Liquidation Rights. In the event of any liquidation or dissolution of the Company, after there shall have been paid to or set aside for the holders of outstanding shares having superior liquidation preferences to Common Stock the full preferential amounts to which they are respectively entitled, the holders of outstanding shares of Common Stock shall be entitled to receive pro rata, according to the number of shares held by each, the remaining assets of the Company available for distribution.

(iii) Voting Rights. Except as set forth in this ARTICLE THREE or as by statute otherwise mandatorily provided, the holders of the Common Stock shall exclusively possess full voting powers for the election of Directors and for all other purposes.

C. GENERAL

(i) Consideration for Shares. Subject to applicable law, the shares of the Company, now or hereafter authorized, may be issued for such consideration as may be fixed from time to time by the Board of Directors. Subject to applicable law and to the provisions of this ARTICLE THREE, shares of the Company issued and thereafter acquired by the Company may be disposed of by the Company for such consideration as may be fixed from time to time by the Board of Directors.

(ii) Crediting Consideration to Capital. The entire consideration hereafter received upon the issuance of shares of Common Stock without par value shall be credited to capital, and this requirement may not be eliminated or amended without the affirmative vote or consent of the holders of two-thirds of the outstanding Common Stock.

D. CERTAIN DEFINITIONS

In this ARTICLE THREE, and in any resolution of the Board of Directors adopted pursuant to this ARTICLE THREE establishing a series of Preference Stock, and fixing the designation, description and terms thereof, the meanings below assigned shall control:

“Senior stock” shall mean shares of stock of any class ranking prior to shares of Preference Stock as to dividends or upon dissolution or liquidation;

“Parity stock” shall mean shares of stock of any class ranking on a parity with, but not prior to, shares of Preference Stock as to dividends or upon dissolution or liquidation;

“Junior stock” shall mean shares of stock of any class ranking subordinate to shares of Preference Stock as to dividends and upon dissolution or liquidation; and

Preferential dividends accrued and unpaid on a share of Preference Stock, to any particular date shall mean an amount per share at the annual dividend rate applicable to such share for the period beginning with the date from and including which dividends on such share are cumulative and concluding on the day prior to such particular date, less the aggregate of all dividends paid with respect to such share during such period.

ARTICLE FOUR

No holder of outstanding shares of any class shall have any preemptive right to subscribe for or acquire shares of stock or any securities of any kind issued by the Company.

ARTICLE FIVE

The number of Directors to constitute the first Board of Directors shall be [___].² Thereafter the number of directors shall be fixed by, or in the manner provided by the By-laws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

ARTICLE SIX

The duration of the Company is perpetual.

ARTICLE SEVEN

The Company is formed for the following purposes:

² NTD: To be determined prior to closing.

The acquisition, construction, maintenance and operation of electric power and heating plant or plants and distribution systems therefor; the purchase of electrical current and of steam and of other heating mediums and forms of energy; distribution and sale thereof; the doing of all things necessary or incident to carrying on the business aforesaid in the State of Missouri and elsewhere, and generally engaging in any lawful act or activity for which a company may now or hereafter may be organized under the laws of the State of Missouri.

ARTICLE EIGHT

The Board of Directors may make, alter, amend or repeal By-laws of the Company by a majority vote of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this ARTICLE EIGHT shall be construed to limit the power of the shareholders to make, alter, amend or repeal By-laws of the Company at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

ARTICLE NINE

At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum; provided, that less than such quorum shall have the right successively to adjourn the meeting to a specified date not longer than 90 days after such adjournment, and no notice need be given of such adjournment to shareholders not present at the meeting.

ARTICLE TEN

These Articles of Incorporation may be amended in accordance with and upon the vote prescribed by the laws of the State of Missouri; provided, that in no event shall any such amendment be adopted after the date of the adoption of this ARTICLE TEN without receiving the affirmative vote of at least a majority of the outstanding shares of the Company entitled to vote.

ARTICLE ELEVEN

In addition to any affirmative vote required by these Articles of Incorporation or By-laws, the affirmative vote of the holders of at least 80% of the outstanding shares of Common Stock of the Company entitled to vote shall be required for the approval or authorization of any Business Combination with an Interested Shareholder; provided, however, that such 80% voting requirement shall not be applicable if:

- (a) the Business Combination shall have been approved by a majority of the Continuing Directors; or
- (b) the cash or the Fair Market Value of the property, securities or other consideration to be received per share by holders of the Common Stock in such Business Combination is not less than the highest per share price paid by or on behalf of the Interested Shareholder for any shares of Common Stock during the five-year period preceding the announcement of such Business Combination.

The following definitions shall apply for purposes of this ARTICLE ELEVEN:

(a) The term “Business Combination” shall mean: (i) any merger or consolidation involving the Company or a subsidiary of the Company with or into an Interested Shareholder; (ii) any sale, lease, exchange, transfer or other disposition (in one transaction or a series) of any Substantial Part of the assets of the Company or a subsidiary of the Company to or with an Interested Shareholder; (iii) the issuance of any securities of the Company or a subsidiary of the Company to an Interested Shareholder other than the issuance on a pro rata basis to all holders of shares of the same class pursuant to a stock split or stock dividend; (iv) any recapitalization or reclassification or other transaction that would have the effect of increasing the proportionate voting power of an Interested Shareholder; (v) any liquidation, spinoff, splitup or dissolution of the Company proposed by or on behalf of an Interested Shareholder; or (vi) any agreement, contract, arrangement or understanding providing for any of the transactions described in this definition of Business Combination;

(b) The term “Interested Shareholder” shall mean and include (i) any individual, corporation, partnership or other person or entity which, together with its “Affiliates” or “Associates” (as defined on March 1, 1986, in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended) “beneficially owns” (as defined on March 1, 1986, in Rule 13d-3 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended) in the aggregate 5% or more of the outstanding shares of the Common Stock of the Company, and (ii) any Affiliate or Associate of any such Interested Shareholder;

(c) The term “Continuing Director” shall mean any member of the Board of Directors of the Company who is unaffiliated with the Interested Shareholder and was a member of the Board of Directors prior to the time that the Interested Shareholder became an Interested Shareholder, and any successor of a Continuing Director if the successor is unaffiliated with the Interested Shareholder and is recommended or elected to succeed the Continuing Director by a majority of Continuing Directors;

(d) The term “Fair Market Value” shall mean: (i) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for New York Stock Exchange-Listed Stocks, or, if such stock is not quoted on the Composite Tape, on the New York Stock Exchange, or, if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934, as amended, on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any similar system then in use, or, if no such quotations are available, the Fair Market Value on the date in question of a share of such stock as determined by a majority of the Continuing Directors; and (ii) in the case of property other than cash or stock, the Fair Market Value of such property on the date in question as determined by a majority of the Continuing Directors; and

(e) The term “Substantial Part” shall mean 10% or more of the Fair Market Value of the total assets as reflected on the most recent balance sheet existing at the time the shareholders of the Company would be required to approve or authorize the Business Combination involving the assets constituting any such Substantial Part.

Notwithstanding ARTICLE TEN or any other provisions of these Articles of Incorporation or the By-laws of the Company (and notwithstanding the fact that a lesser percentage may be specified by law), this ARTICLE ELEVEN may not be altered, amended or repealed except by the affirmative vote of the holders of at least 80% or more of the outstanding shares of Common Stock of the Company entitled to vote.

ARTICLE TWELVE

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or officer of the Company or is or was serving at the request of the Company as a Director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Missouri General and Business Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid to or to be paid in settlement) actually and reasonably incurred by such person in connection therewith; provided, however, that, except as provided in paragraph (b) hereof, the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Company. The right to indemnification conferred in this ARTICLE TWELVE shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition: provided, however, that, if the Missouri General and Business Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Company of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this ARTICLE TWELVE or otherwise. The Company may, by action of its Board of Directors, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of directors and officers. Such indemnification shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this ARTICLE TWELVE is not paid in full by the Company within thirty days after a written claim has been received by the Company, the claimant may at any time thereafter bring

suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the Missouri General and Business Corporation Law for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Missouri General and Business Corporation Law, nor an actual determination by the Company (including its Board of Directors, independent, legal counsel, or its shareholders) that the claimant has not met such applicable standard or conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Rights Not Exclusive. The indemnification and other rights provided by this ARTICLE TWELVE shall not be deemed exclusive of any other rights to which a person may be entitled under any applicable law, By-laws of the Company, agreement, vote of shareholders or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in any other capacity while holding the office of Director or officer, and the Company is hereby expressly authorized by the shareholders of the Company to enter into agreements with its Directors and officers which provide greater indemnification rights than that generally provided by the Missouri General and Business Corporation Law; provided, however, that no such further indemnity shall indemnify any person from or on account of such Director's or officer's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. Any such agreement providing for further indemnity entered into pursuant to this ARTICLE TWELVE after the date of approval of this ARTICLE TWELVE by the Company's shareholders need not be further approved by the shareholders of the Company in order to be fully effective and enforceable.

(d) Insurance. The Company may purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee or agent of the Company, or was or is serving at the request of the Company as a Director, officer, employee or agent of another Company, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this ARTICLE TWELVE.

(e) Amendment. This ARTICLE TWELVE may be hereafter amended or repealed; however, no amendment or repeal shall reduce, terminate or otherwise adversely affect the right of a person entitled to obtain indemnification or an advance of expenses with respect to an action, suit or proceeding that pertains to or arises out of actions or omissions that occur prior to the later of (i) the effective date of such amendment or repeal;

(ii) the expiration date of such person's then current term of office with, or service for, the Company (provided such person has a stated term of office or service and completes such term); or (iii) the effective date such person resigns his or her office or terminates his or her service (provided such person has a stated term of office or service but resigns prior to the expiration of such term).

ARTICLE THIRTEEN

The liability of the Company's directors to the Company or any of its shareholders for monetary damages for breaches of fiduciary duties as a director shall be eliminated to the fullest extent permitted under the Missouri General and Business Corporation Law, as the same exists or may hereafter be amended. Neither any repeal or modification of this ARTICLE THIRTEEN by the shareholders of the Company nor the amendment or adoption of any other provision of the Articles of Incorporation inconsistent with this ARTICLE THIRTEEN shall adversely affect any right or protection of a director of the Company existing hereunder at the time of such repeal, modification or amendment with respect to acts or omissions occurring prior to such repeal, modification or amendment.

EXHIBIT E
HOLDCO RESTATED BYLAWS

[See attached]

MONARCH ENERGY HOLDING, INC.

AMENDED AND RESTATED BY-LAWS

AS OF [_____]

MONARCH ENERGY HOLDING, INC.

AMENDED AND RESTATED BY-LAWS

ARTICLE I

Offices

Section 1. The location of the registered office and the name of the registered agent of the Company in the State of Missouri shall be as stated in the Articles of Incorporation or as determined from time to time by the Board of Directors and on file in the appropriate public offices of the State of Missouri pursuant to applicable provisions of law.

Section 2. The Company also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Company may require.

ARTICLE II

Shareholders

Section 1.

(a) All meetings of the shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors or Executive Committee, but if the Board of Directors or Executive Committee shall fail to designate a place for said meeting to be held, then the same shall be held at the principal place of business of the Company.

(b) If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication:

(i) Participate in a meeting of shareholders; and

(ii) Be deemed present in person and vote at a meeting of shareholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that:

a. The Company shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder;

b. The Company shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially

concurrently with such proceedings; and

c. If any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Company.

(c) The Board of Directors may, to the extent not prohibited by law, adopt by resolution such rules and regulations for the conduct of the meetings or any meeting of shareholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations, the Chairman of the Board may prescribe such rules, regulations and procedures and do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the Chairman of the Board, may, to the extent not prohibited by law, include, without limitation, the following: (i) the establishment of an agenda for the meeting; (ii) the maintenance of order at the meeting; (iii) limitations on attendance at or participation in the meeting to shareholders of record of the Company, their duly authorized proxies and such other persons as shall be determined; (iv) restrictions on entry to the meeting after a specified time; and (v) limitations on the time allotted to questions or comments by participants. Unless otherwise determined by the Board or the Chairman of the Board, meetings of shareholders shall not be required to be held in accordance with any rules of parliamentary procedure.

Section 2. An annual meeting of the shareholders shall be held on the first Tuesday of May in each year, if not a legal holiday, and if a legal holiday, then on the first succeeding day which is not a legal holiday, at 10 a.m.; provided, however, the day fixed for such meeting in any year may be changed, by resolution of the Board of Directors, to such other day and time as the Board of Directors may deem to be desirable or appropriate, subject to any applicable limitations of law. The purpose of the annual meeting shall be to elect directors of the Company and transact such other business as may properly be brought before the meeting.

Section 3. Unless otherwise expressly provided in the Articles of Incorporation of the Company with respect to Preference Stock, special meetings of the shareholders may only be called by the Chairman of the Board, by the Chief Executive Officer, by the President or at the request in writing (which shall include a request received by electronic transmission) of a majority of the Board of Directors. Special meetings of shareholders of the Company may not be called by any other person or persons.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. Written notice shall include, but not be limited to, notice by electronic transmission which means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval, and reproduction of information by the recipient. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his or her address as it appears on the records of the Company.

Section 5. Attendance of a shareholder at any meeting, whether in person or by means of remote communication, shall constitute a waiver of notice of such meeting except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. At least ten (10) days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Company. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at any such meeting.

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Company shall be entitled to one vote on each matter submitted at a meeting of the shareholders. A shareholder may vote either in person or by proxy in the manner provided in the corporation laws of the State of Missouri, including by means of electronic transmission or by telephone. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

At any election of directors of the Company, each holder of outstanding shares of any class entitled to vote thereat shall have the right to cast as many votes in the aggregate as shall equal the number of shares of such class held, multiplied by the number of directors to be elected by holders of shares of such class, and may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates as such holder shall elect.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person, by means of remote connection or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these By-laws. The Board of Directors, the chairman of the meeting or the holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. The vote for directors and the vote on any other question that has been properly brought before the meeting in accordance with these By-laws shall be by ballot. Each ballot cast by a shareholder must state the name of the shareholder voting and the number of shares voted by him and if such ballot be cast by a proxy, it must also state the name of such proxy. All

elections and all other questions shall be decided by plurality vote, unless the question is one on which by express provision of the statutes or of the Articles of Incorporation or of these By-laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. The Chairman of the Board, or in his or her absence the Chief Executive Officer, the President or any Vice President of the Company, shall convene all meetings of the shareholders and the Chairman of the Board shall act as chairman thereof. The Board of Directors may appoint any shareholder to act as chairman of any meeting of the shareholders in the absence of the Chairman of the Board, and in the case of the failure of the Board so to appoint a chairman, the shareholders present at the meeting shall elect a chairman who shall be either a shareholder or a proxy of a shareholder.

The Secretary of the Company shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the President or acting chairman may appoint any person to act as secretary of the meeting.

Section 11. At any meeting of shareholders where a vote by ballot is taken for the election of directors or on any proposition, the person presiding at such meeting shall appoint not less than two persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Subject to any statutory requirements which may be applicable, all questions touching upon the qualification of voters, the validity of proxies, and the acceptance or rejection of votes shall be decided by the inspectors. In case of a tie vote by the inspectors on any question, the presiding officer shall decide the issue.

Section 12. Unless otherwise provided by statute or by the Articles of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Section 13. Notice of Shareholder Business and Nominations.

(a) Business Brought Before an Annual Meeting.

(1) At an annual meeting of shareholders, only such business shall be conducted that is properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in the Company's notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (ii) brought before the meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (iii) otherwise properly brought before the meeting by a shareholder who: (A) was a shareholder of record at the time of giving the notice provided for in this Section 13(a) and on the record date for the determination of shareholders entitled to vote at the annual meeting, (B) is entitled to vote at the meeting, and (C) complied with all of the notice procedures set forth in this Section 13(a) as to such business (except for proposals made in accordance with Rule 14a-8 under the Exchange Act (as defined in Section 13(d), which are addressed in Section 13(a)(5)). The foregoing clause (iii) shall be the exclusive means for a shareholder to propose business to be brought before an annual meeting of the shareholders.

Shareholders seeking to nominate persons for election to the Board of Directors must comply with the notice procedures set forth in Section 13(b) of these By-laws, and this Section 13(a) shall not be applicable to nominations except as expressly provided therein.

(2) Without qualification, for business to be properly brought before an annual meeting by a shareholder pursuant to clause (iii) of paragraph (a)(1) of this Section 13, the shareholder must have given Timely Notice (as defined in Section 13(d)) thereof in writing to the Secretary of the Company and any such proposed business must constitute a proper matter for shareholder action. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a shareholder's notice as described above.

(3) Such shareholder's notice for the annual meeting shall set forth:

(i) (A) the name and address of the shareholder providing the notice, as they appear on the Company's books, and of the other Proposing Persons (as defined in Section 13(d)), (B) the class or series and number of shares of the Company that are, directly or indirectly, owned of record, and the class and number of shares beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by each Proposing Person, except that any such Proposing Person shall be deemed to beneficially own any shares of any class or series of the Company as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future, and (C) a representation that each Proposing Person will notify the Company in writing of the class and number of shares owned of record, and of the class and number of shares owned beneficially, in each case, as of the record date for the meeting;

(ii) as to each Proposing Person: (A) any Derivative Instruments (as defined in Section 13(d)) that are, directly or indirectly, owned or held by such Proposing Person; (B) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person, directly or indirectly, has or shares a right to vote any shares of any class or series of the Company; (C) any Short Interests (as defined in Section 13(d)), that are held directly or indirectly by such Proposing Person; (D) any rights to dividends on the shares of any class or series of the Company owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Company; (E) any performance-related fees (other than an asset based fee) that such Proposing Person is entitled to receive based on any increase or decrease in the price or value of shares of any class or series of the Company, Derivative Instruments or Short Interests, if any, including, without limitation, any such interests held by persons sharing the same household as such Proposing Person; and (F) any plans or proposals that the Proposing Person may have that relate to or may result in the acquisition or disposition of securities of the Company, an extraordinary corporate transaction (such as the sale of a material amount of assets of the Company or any of its subsidiaries, a merger, reorganization or liquidation) involving the Company or any of its subsidiaries, any change in the

Board of Directors or management of the Company (including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board of Directors), any material change in the present capitalization or dividend policy of the Company, any change in the Company's Articles of Incorporation or By-laws, causing a class of securities of the Company to be delisted from a national securities exchange or any other material change in the Company's business or corporate structure or any action similar to those listed above;

(iii) as to each matter proposed to be brought by any Proposing Person before the annual meeting: (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the meeting, and any material interest of such Proposing Person in such business and (B) a reasonably detailed description of all agreements, arrangements, understandings or relationships between or among any of the Proposing Persons and/or any other persons or entities (including their names) in connection with the proposal of such business by such Proposing Person; and

(iv) any other information relating to any Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for the proposal pursuant to Section 14 of the Exchange Act.

(4) A shareholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 13(a) shall be true and correct as of the record date for the meeting and as of the date of the meeting or any adjournment or postponement thereof, as the case may be, and such update and supplement shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Company not later than five (5) business days after the later of the record date for the meeting or the date notice of such record date is first Publicly Disclosed (in the case of the update and supplement required to be made as of the record date), and as promptly as practicable (in the case of any update or supplement required to be made after the record date).

(5) This Section 13(a) is expressly intended to apply to any business proposed to be brought before an annual meeting, regardless of whether or not such proposal is made by means of an independently financed proxy solicitation. In addition to the foregoing provisions of this Section 13(a), each Proposing Person shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 13(a). This Section 13 shall not be deemed to affect (i) the rights of shareholders to request inclusion of proposals in the Company's proxy statement pursuant to Rule 14a-8 under the Exchange Act and, if required by such rule to be included in the Company's proxy statement, to include a description of such proposal in the notice of meeting and to be submitted for a shareholder vote at the applicable meeting, or (ii) the rights of the holders of any series of Preferred Stock if and to the extent provided under law, the Articles of Incorporation or these By-laws.

(6) Notwithstanding satisfaction of the provisions of this Section 13(a), the proposed business described in the notice may be deemed not to be properly brought before the meeting if, pursuant to the Articles of Incorporation, the By-laws, state law or any rule or regulation of the Securities and Exchange Commission, it was offered as a shareholder proposal and was omitted, or had it been so offered, it could have been omitted, from the notice of, and proxy material for, the meeting (or any supplement thereto) authorized by the Board of Directors.

(7) In the event Timely Notice is given pursuant to Section 13(a)(2) and the business described therein is not disqualified pursuant to this Section 13(a), such business may be presented by, and only by, the shareholder who shall have given the notice required by this Section 13(a), or a representative of such shareholder who is qualified under the law of the State of Missouri to present the proposal on the shareholder's behalf at the meeting.

(8) Notwithstanding anything in these By-laws to the contrary: (i) no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this Section 13(a) or, subject to Section 13(a)(1) or Section 13(a)(5), as permitted under Rule 14a-8 under the Exchange Act (other than the nomination of a person for election as a director, which is governed by Section 13(b)), and (ii) unless otherwise required by law, if a Proposing Person intending to propose business at an annual meeting pursuant to Section 13(a)(1)(iii) does not provide the information required under Section 13(a)(2)-(4) within the periods specified therein, or the shareholder who shall have given the notice required by Section 13(a) (or a qualified representative of the shareholder) does not appear at the meeting to present the proposed business, such business shall not be transacted, notwithstanding that proxies in respect of such business may have been received by the Company. The chairman of the annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 13(a) and any such business not properly brought before the meeting shall not be transacted. The requirements of this Section 13(a) are included to provide the Company notice of a shareholder's intention to bring business before an annual meeting and shall in no event be construed as imposing upon any shareholder the requirement to seek approval from the Company as a condition precedent to bringing any such business before an annual meeting.

(b) Nominations of Directors.

(1) Nominations of persons for election to the Board of Directors at an annual meeting or special meeting (but only if the Board of Directors has first determined that directors are to be elected at such special meeting) may be made at such meeting (i) by or at the direction of the Board of Directors (or a duly authorized committee thereof), or (ii) by any shareholder who: (A) was a shareholder of record at the time of giving the notice provided for in this Section 13(b) and on the record for determination of shareholders entitled to vote at the meeting; (B) is entitled to vote at the meeting; and (C) complied with the notice procedures set forth in this Section 13(b) as to such nomination. Section 13(b)(1)(ii) of these By-laws shall be the exclusive means for a shareholder to propose any nomination of a person or persons for election to the Board of Directors to be considered by the shareholders at an annual meeting or special meeting.

(2) Without qualification, for nominations to be made at an annual meeting by a shareholder, the shareholder must (i) provide Timely Notice (as defined in Section 13(d)) in

writing and in proper form to the Secretary of the Company and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 13(b). Without qualification, if the Board of Directors has first determined that directors are to be elected at a special meeting, then for nominations to be made at a special meeting by a shareholder, the shareholder must (i) provide notice thereof in writing and in proper form to the Secretary of the Company at the principal executive offices of the Company not earlier than the one hundred twentieth (120th) day prior to such special meeting and not later than the ninetieth (90th) day prior to such special meeting or, if later, the tenth (10th) day following the day on which the date of such special meeting was first Publicly Disclosed and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 13(b). In no event shall any adjournment or postponement of an annual meeting or special meeting, or the announcement thereof, commence a new time period for the giving of a shareholder notice as described above.

(3) To be in proper form for purposes of this Section 13(b), a shareholder's notice to the Secretary pursuant to this Section 13(b) must set forth:

(i) (A) the name and address of Proposing Person providing the notice, as they appear on the Company's books, and of the other Proposing Persons, (B) any Material Ownership Interests (as defined in Section 13(d)) of each Proposing Person, as well as the information set forth in Section 13(a)(3)(ii), clause (F) regarding each Proposing Person and (C) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitation of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act; and

(ii) as to each person whom the shareholder proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a shareholder's notice pursuant to this Section 13(b) if such proposed nominee were a Proposing Person; (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee, if applicable, and to serving as a director if elected), (C) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among any Proposing Person, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, and any other persons Acting in Concert with such nominee, affiliates, associates and other person, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if the Proposing Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant, and a representation that each Proposing Person will notify the Company in writing of any such relationships, arrangements, agreements or understandings as of the record date for the meeting, promptly following the later

of such record date or the date the notice of such record date is first Publicly Disclosed; and (D) a completed and signed questionnaire, representation and agreement as provided in Section 13(b)(7).

(4) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence or lack of independence of such nominee.

(5) A shareholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 13(b) shall be true and correct as of the record date for the meeting and as of the date of the meeting or any adjournment or postponement thereof, as the case may be, and such update and supplement shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Company not later than five (5) business days after the later of the record date for the meeting or the date notice of such record date is first Publicly Disclosed (in the case of the update and supplement required to be made as of the record date), and as promptly as practicable in the case of any update or supplement required to be made after the record date.

(6) Notwithstanding anything in the Timely Notice requirement in the first sentence of Section 13(b)(2) to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement by the Company naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting of shareholders, a shareholder's notice required by this Section 13(b) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Company not later than the close of business on the tenth (10th) day following the day on which such nominees or increased size was first Publicly Disclosed by the Company.

(7) To be eligible to be a shareholder proposed nominee for election as a director of the Company, a person must deliver (in accordance with the time periods prescribed by delivery of notice under this Section 13(b) to the Secretary at the principal executive offices of the Company a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in form provided by the Secretary upon written request) that such person (i) is not and will not become a party to (A) any Voting Commitment (as defined in Section 13(d) that has not been disclosed to the Company or (B) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Company, with such person's fiduciary duties under applicable law, (ii) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (iii) in such person's individual capacity, if elected as a director of the Company, will comply with applicable Publicly

Disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Company.

(8) In addition to the foregoing provisions of this Section 13(b), each Proposing Person shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 13.

(9) Only such persons who are nominated in accordance with the procedures set forth in this Section 13(b) shall be eligible to serve as directors. Except as otherwise provided by law, the Articles of Incorporation or these By-laws, the chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in this Section 13(b) and, if any proposed nomination is not in compliance with this Section 13(b), to declare that such defective nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Company.

(c) Special Meetings of Shareholders. Only such business shall be conducted at a special meeting of shareholders as shall have been brought before the meeting pursuant to the Company's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of shareholders at which directors are to be elected pursuant to the Company's notice of meeting (1) by or at the direction of the Board of Directors or (2) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any shareholder of the Company who is a shareholder of record at the time the notice provided for in this Section 13 is delivered to the Secretary of the Company, who is entitled to vote at the meeting and upon such election and who complies with the notice procedure set forth in this Section 13. In the event the Company calls a special meeting of shareholders for the purpose of electing one or more directors to the Board of Directors, any such shareholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Company's notice of meeting, if the shareholder's notice required by paragraph (b)(2) of this Section 13 shall be delivered to the Secretary at the principal executive offices of the Company not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) of the giving of a shareholder's notice as described above.

(d) Definitions. For purposes of Section 13, of these By-laws, the following terms have the meanings specified or referred to below:

(1) "Acting in Concert" means a person will be deemed "Acting in Concert" with another person for purposes of these By-laws if such person knowingly acts (whether or not pursuant to an express agreement, arrangement or understanding) in concert with, or towards a common goal relating to the management, governance or control of the Company in parallel with, such other person where (A) each person is conscious of the other person's conduct or intent and this awareness is an element in their decision-making processes and (B) at least one additional factor suggests that such persons intend to act in concert or in parallel, which such additional

factors may include, without limitation, exchanging information (whether publicly or privately), attending meetings, conducting discussions, or making or soliciting invitations to act in concert or in parallel; provided, that a person shall not be deemed to be Acting in Concert with any other person solely as a result of the solicitation or receipt of revocable proxies from such other person in connection with a public proxy solicitation pursuant to, and in accordance with, the Exchange Act. A person that is Acting in Concert with another person shall also be deemed to be Acting in Concert with any third party who is also Acting in Concert with the other person.

(2) “Derivative Instruments” shall mean (i) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise, conversion or exchange privilege or settlement payment or mechanism at a price related to any class or series of shares of the Company or with a value derived in whole or in part from the price or value or volatility of any class or series of shares of the Company, or (ii) any derivative, swap or other transaction, right or instrument or series of transactions, rights or instruments engaged in, directly or indirectly, by any Proposing Person the purpose or effect of which is to give such Proposing Person economic risks or rights similar to ownership of shares of any class or series of the Company, including, due to the fact that the value of such derivative, swap or other transaction, right or instrument is determined by reference to the price or value or volatility of any shares of any class or series of the Company, or which derivative, swap or other transaction, right or instrument provides, directly or indirectly, the opportunity to profit from any increase or decrease in the price or value or volatility of any shares of any class or series of the Company, in each case whether or not such derivative, swap, security, instrument, right or other transaction or instrument, (A) conveys any voting rights in such shares to any Proposing Person, or is required to be, or is capable of being, settled through delivery of such shares, or (B) any Proposing Person may have entered into other transactions or arrangements that hedge or mitigate the economic effect of such derivative, swap, security, instrument or other right or transaction related to any of the foregoing.

(3) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(4) “Material Ownership Interests” shall mean the disclosures to be made pursuant to Section 13(a)(3)(i), clauses (B) and (C), and pursuant to Section 13(a)(3)(ii), clauses (A) through (E).

(5) “Proposing Person” shall mean (i) the shareholder providing the notice of business proposed to be brought before an annual meeting or the shareholder providing notice of the nomination of a director, (ii) such beneficial owner, if different, on whose behalf the business proposed to be brought before the annual meeting, or on whose behalf the notice of the nomination of the director, is made, (iii) any affiliate or associate of such shareholder or beneficial owner (the terms “affiliate” and “associate” are defined in Rule 12b-2 under the Exchange Act), and (iv) any other person with whom such shareholder or beneficial owner (or any of their respective affiliates or associates) is Acting in Concert.

(6) “Publicly Disclosed” shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Company with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(7) “Short Interests” shall mean any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called “stock borrowing” agreement or arrangement, engaged in, directly or indirectly, by any Proposing Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk of shares of any class or series of the Company by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person with respect to the shares of any class or series of the Company, or which provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Company.

(8) “Timely Notice” shall mean a shareholder’s notice to the Secretary of the Company not less than sixty (60) days nor more than ninety (90) days prior to the date of the annual meeting of shareholders; provided, however, that in the event that less than seventy

(9) days’ notice or prior Public Disclosure of the date of the meeting is given to shareholders, notice by the shareholder to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs.

(10) “Voting Commitment” shall mean any agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director of the Company, will act or vote on any issue or question.

ARTICLE III

Board of Directors

Section 1. The property, business and affairs of the Company shall be managed and controlled by a Board of Directors which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-laws directed or required to be exercised or done by the shareholders.

Section 2.

(a) The Board of Directors shall consist of not less than seven (7) nor more than [____] ¹ directors, the exact number to be set from time-to-time by a resolution adopted by the affirmative vote of the majority of the whole Board. Each director shall be elected at the annual meeting of the shareholders to serve until the next annual meeting of the shareholders and until his or her successor shall be elected and qualified. Subject to Section 20, the Board of Directors shall elect on an annual basis the Chairman of the Board. The independent directors of the Board of Directors shall elect on an annual basis an independent director as Lead Director. The powers and responsibilities of the Lead Director shall be established from time to time by the Board of Directors and shall be set forth in the Corporate Governance Guidelines of the Board of Directors.

¹ NTD: To be determine prior to closing.

The Lead Director may call, and shall preside over, all meetings of the independent directors of the Company.

(b) No person shall be eligible to be elected and to hold office as a director if such person is determined by a majority of the whole Board of Directors to have acted contrary to the Company's best interest.

(c) Any director may resign at any time by giving notice in writing or by electronic transmission to the Chairman of the Board or to the Secretary. The resignation of any director shall take effect upon the acceptance of such resignation by the Board of Directors.

Section 3. In case of the death, resignation or removal of one or more of the directors of the Company, vacancies existing on the Board of Directors for any reason and newly created directorships resulting from any increase in the authorized number of directors, a majority of the remaining directors, though less than a quorum, may fill the vacancy or vacancies until the successor or successors are elected at a meeting of the shareholders.

Section 4. The Board of Directors may hold its regular meetings either within or without the State of Missouri at such place as shall be specified in the notice of such meeting. The Chairman of the Board, or in his or her absence the Lead Director or other director appointed by the members of the Board of Directors, shall convene all meetings of the Board of Directors and shall act as chairman thereof.

Section 5. Regular meetings of the Board of Directors shall be held as the Board of Directors shall from time to time determine. The Secretary or an Assistant Secretary shall give at least three (3) business days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the Lead Director, the Chief Executive Officer, the President or three members of the Board and shall be held at such place as shall be specified in the notice of such meeting. Notice of such special meeting stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, or personally or by telephone, electronic transmission or similar means of communication on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 7. A majority of the full Board of Directors as prescribed in these By-laws shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting

can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 8. The Board of Directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation for directors. Compensation for nonemployee directors may include both a stated annual retainer and a fixed fee for attendance at each regular or special meeting of the Board. Nonemployee members of special or standing committees of the Board may be allowed a fixed fee for attending committee meetings. Any director may serve the Company in any other capacity and receive compensation therefor. Each director may be reimbursed for his or her expenses, if any, in attending regular and special meetings of the Board and committee meetings.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-laws, notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone, electronic transmission or similar means of communication addressed to such director at such address as appears on the books of the Company, or by mail by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to such director at such address as appears on the books of the Company. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, electronically transmitted or mailed.

Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Company, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the Chairman of the Board and two or more additional directors, who shall be elected by the Board of Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the committee, and shall be held at such time and place as shall be specified in the notice of such meeting. The Secretary or an Assistant Secretary shall give at least one day's notice of the time, place and purpose of each such meeting to each committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Kansas City, Missouri, at least three days' notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the committee members shall constitute a quorum and the unanimous act of all the members of the committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. In addition to the Executive Committee provided for by these By-laws, the Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may designate one or more standing or special committees, each consisting of two or more directors. Each standing or special committee shall have and may exercise so far as may be permitted by law and to the extent provided in such resolution or resolutions or in these By-laws, the responsibilities of the business and affairs of the Company. The Board of Directors may, at its discretion, appoint qualified directors as alternate members of a standing or special committee to serve in the temporary absence or disability of any member of a committee. Except where the context requires otherwise, references in these By-laws to the Board of Directors shall be deemed to include the Executive Committee, a standing committee or a special committee of the Board of Directors duly authorized and empowered to act in the premises.

Section 15. Each standing or special committee shall record and keep a record of all its acts and proceedings and report the same from time to time to the Board of Directors.

Section 16. Regular meetings of any standing or special committee, of which no notice shall be necessary, shall be held at such times and in such places as shall be fixed by majority of the committee. Special meetings of a committee shall be held at the request of any member of the committee. Notice of each special meeting of a committee shall be given not later than one day prior to the date on which the special meeting is to be held. Notice of any special meeting need not be given to any member of a committee, if waived by him in writing or by electronic transmission before or after the meeting; and any meeting of a committee shall be a legal meeting without notice thereof having been given, if all the members of the committee shall be present.

Section 17. A majority of any committee shall constitute a quorum for the transaction of business, and the act of a majority of those present, by telephone conference call (or similar communications equipment whereby all persons participating in the meeting can hear each other), at any meeting at which a quorum is present shall be the act of the committee. Members of any committee shall act only as a committee and the individual members shall have no power as such.

Section 18. The members or alternates of any standing or special committee shall serve at the pleasure of the Board of Directors.

Section 19. If all the directors severally or collectively shall consent in writing or by electronic transmission to any action which is required to be or may be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 20. Upon the adoption of these By-laws, the initial members of the Board of Directors, the Lead Director, the Chairman of the Board and the composition of the committees shall be as determined in accordance with Exhibit B to that certain Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017 (as amended, restated or otherwise modified, the “Merger Agreement”), by and among the Company, Westar Energy, Inc., a Kansas corporation, Great Plains Energy Incorporated, a Missouri corporation, King Energy, Inc., a Kansas corporation, and for limited purposes set forth therein, GP Star, Inc., a Kansas corporation.

ARTICLE IV

Officers

Section 1. The officers of the Company shall include a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers of the Company shall be appointed by the Board of Directors.

Section 3. The Board of Directors may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time determine.

Section 4. Each officer of the Company shall hold such person’s office at the pleasure of the Board of Directors or for such other period as the Board may specify at the time of such person’s election or appointment, or until such person’s death, resignation or removal by the Board, whichever occurs first. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries of all officers of the Company shall be fixed by the Board of Directors or by such person or persons as delegated by the Board of Directors.

Section 6. Upon the adoption of these By-laws, the initial officers of the Company shall include those specified in Exhibit C to the Merger Agreement.

ARTICLE V

Powers and Duties of Officers

Section 1. The Board of Directors shall designate the Chief Executive Officer of the Company, who may be the Chairman of the Board and/or the President. The Chief Executive Officer shall have general and active management of and exercise general supervision of the business and affairs of the Company, subject, however, to the right of the Board of Directors, or the Executive Committee acting in its stead, to delegate any specific power to any other officer or

officers of the Company, and the Chief Executive Officer shall see that all orders and resolutions of the Board of Directors and the Executive Committee are carried into effect. During such times when neither the Board of Directors nor the Executive Committee is in session, the Chief Executive Officer of the Company shall have and exercise full corporate authority and power to manage the business and affairs of the Company (except for matters required by law, the By-laws or the Articles of Incorporation to be exercised by the shareholders or Board itself or as may otherwise be specified by orders or resolutions of the Board) and the Chief Executive Officer shall take such actions, including executing contracts or other documents, as he or she deems necessary or appropriate in the ordinary course of the business and affairs of the Company. The Vice Presidents and other authorized persons are authorized to take actions which are (i) routinely required in the conduct of the Company's business or affairs, including execution of contracts and other documents incidental thereto, which are within their respective areas of assigned responsibility, and (ii) within the ordinary course of the Company's business or affairs as may be delegated to them respectively by the Chief Executive Officer.

Section 2. The President, if not designated Chief Executive Officer, shall perform such duties and exercise such powers as shall be assigned to him from time to time by the Board of Directors or the Chief Executive Officer.

Section 3. The Vice Presidents shall perform such duties and exercise such powers as shall be assigned to them from time to time by the Board of Directors or the Chief Executive Officer.

Section 4. The Secretary shall attend meetings of the shareholders, the Board of Directors and the Executive Committee, and shall keep the minutes of such meetings. He or she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer. He or she shall be the custodian of the seal of the Company and shall affix the same to any instrument requiring it and, when so affixed, shall attest it by his or her signature. He or she shall, in general, perform all duties incident to the office of secretary.

Section 5. The Assistant Secretaries shall perform such of the duties and exercise such of the powers of the Secretary as shall be assigned to them from time to time by the Board of Directors or the Chief Executive Officer or the Secretary, and shall perform such other duties as the Board of Directors or the Chief Executive Officer shall from time to time prescribe.

Section 6. The Treasurer shall have the custody of all moneys and securities of the Company. He or she is authorized to collect and receive all moneys due the Company and to receipt therefor, and to endorse in the name of the Company and on its behalf when necessary or proper all checks, drafts, vouchers or other instruments for the payment of money to the Company and to deposit the same to the credit of the Company in such depositories as may be designated by the Board of Directors. He or she is authorized to pay interest on obligations and dividends on stocks of the Company when due and payable. He or she shall, when necessary or proper, disburse the funds of the Company, taking proper vouchers for such disbursements. He or she shall render to the Board of Directors and the Chief Executive Officer, whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Company. He or she

shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer. He or she shall, in general, perform all duties incident to the office of treasurer.

Section 7. The Assistant Treasurers shall perform such of the duties and exercise such of the powers of the Treasurer as shall be assigned to them from time to time by the Board of Directors or the Chief Executive Officer or the Treasurer, and shall perform such other duties as the Board of Directors or the Chief Executive Officer shall from time to time prescribe.

Section 8. In the case of absence or disability or refusal to act of any officer of the Company, the Chief Executive Officer may delegate the powers and duties of such officer to any other officer or other person unless otherwise ordered by the Board of Directors.

Section 9. The President, the Chief Executive Officer, the Vice Presidents and any other person duly authorized by resolution of the Board of Directors shall severally have power to execute on behalf of the Company any deed, bond, indenture, certificate, note, contract or other instrument authorized or approved by the Board of Directors.

Section 10. Unless otherwise ordered by the Board of Directors, the President, the Chief Executive Officer or any Vice President of the Company (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Company, at any meeting of shareholders of any corporation in which this Company may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Company, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Company may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

Certificates of Stock

Section 1. The Board of Directors shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Company in such form as may be prescribed by the Board of Directors in conformity with law, and shall appoint the necessary officers, transfer agents and registrars for that purpose; provided that some or all of the shares of capital stock may be uncertificated shares as determined by the Board of Directors.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the President, the Chief Executive Officer or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and sealed with the seal of the Company. Such seal may be facsimile, engraved or printed. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Company, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Company, such certificate or certificates may nevertheless be issued by the Company with the same effect as if the person or persons who signed such certificate or certificates or whose

facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Company.

Section 3. Transfers of stock shall be made on the books of the Company only by the person in whose name such stock is registered or by his or her attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Company.

Section 4. The Company shall be entitled to treat the person in whose name any share of stock is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have notice thereof, except as otherwise expressly provided by the laws of Missouri.

Section 5. In case of the loss or destruction of any certificate for shares of the Company, a new certificate may be issued in lieu thereof under such regulations and conditions as the Board of Directors may from time to time prescribe.

Section 6.

(a) Notwithstanding anything to the contrary in this Article VI, unless the Articles of Incorporation or another provision in these By-laws provide otherwise, the Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The authorization does not affect shares already represented by certificates until such certificates are surrendered to the Company.

(b) Every holder of uncertificated shares is entitled to receive a statement of holdings as evidence of share ownership.

(c) After the issue or transfer of shares without certificates, the Company shall, if required by law or agreement, provide to such holders of the applicable uncertificated shares a statement that the Company will furnish each such shareholder information pertaining to classes of shares or different series within a class, the designations, relative rights, preferences and limitations applicable to each class and the variations in rights, preferences and limitations determined for each such series.

ARTICLE VII

Closing of Transfer Books

The Board of Directors shall have power to close the stock transfer books of the Company for a period not exceeding seventy days preceding the date of any meeting of shareholders or the date for payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding seventy days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of shares shall go into effect, as a record

date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of shares, and in such case such shareholders and only such shareholders as shall be shareholders of record on the date of closing the transfer books or on the record date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Company after such date of closing of the transfer books or such record date fixed as aforesaid.

ARTICLE VIII

Inspection of Books

Section 1. The Company shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of its proceedings of its shareholders and Board of Directors (and any committee having the authority of the Board) and the names and business or residence addresses of its officers. The Company shall keep at its registered office or principal place of business in the State of Missouri, or at the office of its transfer agent in the State of Missouri, if any, books and records in which shall be recorded the number of shares subscribed, the names of the owners of the shares, the numbers owned by them respectively, the amount of shares paid, and by whom, and the transfer of such shares with the date of transfer.

Section 2. A shareholder may, upon written demand, inspect the records of the Company, pursuant to any statutory or other legal right, during the usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Company. A shareholder may delegate such shareholder's right of inspection to a certified or public accountant on the condition, to be enforced at the option of the Company, that the shareholder and accountant agree with the Company to furnish to the Company promptly a true and correct copy of each report with respect to such inspection made by such accountant. No shareholder shall use, permit to be used or acquiesce in the use by others of any information so obtained to the detriment competitively of the Company, nor shall he or she furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Company. The Company as a condition precedent to any shareholder's inspection of the records of the Company may require the shareholder to indemnify the Company, in such manner and for such amount as may be determined by the Board of Directors, against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder of information obtained in the course of such inspection.

Section 3. The Company shall not be liable for expenses incurred in connection with any inspection of its books.

ARTICLE IX

Corporate Seal

The corporate seal of the Company shall have inscribed thereon the name of the Company and the words “Corporate Seal – Missouri.”

ARTICLE X

Fiscal Year

Section 1. The fiscal year of the Company shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Company to be made to the shareholders.

ARTICLE XI

Waiver of Notice

Whenever by statute or by the Articles of Incorporation or by these By-laws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII

Amendments

The Board of Directors may make, alter, amend or repeal By-laws of the Company by a majority vote of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal By-laws of the Company at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

EXHIBIT F

REGULATORY COMMITMENTS

GPE and Westar agree that the initial applications submitted to the Kansas Corporation Commission (“KCC”) and the Missouri Public Service Commission (“MPSC”) with respect to the Merger will include specific commitments and agreements consistent with the items set forth below.

1. Customer Rates

- a. *Goodwill* – GPE and Westar agree not to seek rate recovery of any goodwill recorded in connection with the Merger.
- b. *Transaction Costs* – GPE and Westar will agree not to seek rate recovery of any transaction costs (including advisory fees and change of control severance costs) incurred in connection with the Merger.
- c. *Transition Costs* – GPE and Westar will agree that their utility operations shall be required to attest in all future rate proceedings before the KCC and MPSC that no transition costs in excess of their corresponding benefits are included in cost of service and rates. This commitment shall be required until all transition costs are fully amortized. Transition costs are those costs incurred to integrate GPE and Westar under common ownership and include integration planning and execution and costs to achieve merger savings. Transition costs can be ongoing costs or one-time costs. Utility operations’ transition costs, which shall include but not be limited to severance payments made to employees other than those required to be made under change of control agreements, can be deferred and considered for recovery in future rate cases. If subsequent rate recovery is sought, each of GPE and Westar agree that the utility will have the burden of proof to demonstrate that recovery of such transition costs is just and reasonable as their incurrence facilitated the ability to provide benefits to its customers.
- d. *Rate Case Filing Plans* – GPE and Westar plan, consistent with their current respective business plans, to file general rate proceedings in 2018 for each of their electric operations.
- e. *Allocation of Costs Among Affiliates* – GPE and Westar agree that each of their utility operations will provide an updated cost allocation manual to the KCC and MPSC within six (6) months of the closing of the Merger explaining the basis of allocation factors used to assign costs to each utility, and will further agree that the KCC and MPSC 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* – GPE and Westar will agree that capital costs used to set rates shall not increase as a result of the Merger.
- b. *Transaction Financing* – No new debt will be issued to close the Merger. Regardless, GPE and Westar will agree that their electric utility operations' customers shall not bear any financing costs associated with the Merger.
- c. *Capital Structures* – Post-Merger, the new holding company and its utility subsidiaries will maintain separate capital structures to finance the activities and operations of each entity unless otherwise approved by the KCC or MPSC, as applicable. The new holding company 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 KCC or MPSC, as applicable. The new holding company and its utility subsidiaries will maintain investment grade credit ratings.
- d. *Other Financing-Related Matters* – GPE and Westar will agree that, except for guarantees between Westar and its subsidiaries, the new holding company and its utility subsidiaries shall not guarantee notes (or enter into make-well agreements, etc.) of one another, or the new holding company or any of the new holding company's other affiliates, absent prior approval of the KCC or MPSC, as applicable; 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 KCC or MPSC, as applicable; and that each utility subsidiary shall be held harmless from any business and financial risk exposures associated with another utility subsidiary, the new holding company or its other affiliates.

3. Cost Savings – GPE and Westar expect to realize approximately \$40 million of net cost savings in 2018, growing to approximately \$160 million in 2022 and beyond. These cost savings are comprised of non-fuel operations and maintenance, fuel, and inventory carrying costs.

4. Employees – GPE and Westar will agree that no involuntary severance of employees shall occur as a result of the Merger. GPE and Westar will also agree that no involuntary severance of employees shall occur as a result of closing the following generating facilities: Sibley (units 1, 2 and 3), Montrose (units 1, 2 and 3), Lake Road (unit 4/6), Tecumseh, Gordon Evans and Murray Gill.

5. Capital Requirements – GPE and Westar acknowledge that their utility operations 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 acknowledge that meeting these capital requirements will be considered a high priority

by the new holding company's board of directors and executive management and that the new holding company's access to capital post-Merger will permit it and its utility subsidiaries to satisfy all of such capital requirements.

6. Service Quality and Reliability – GPE and Westar 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.

7. Books, Records and Information – GPE and Westar agree that the new holding company and its utility subsidiaries and other affiliates will maintain separate books and records and will agree to reasonable conditions regarding access by regulators to information, books and records.

8. Collective Bargaining – GPE and Westar will honor all existing collective bargaining agreements.

9. Low-Income Assistance – GPE and Westar will agree that each of their utility operations will maintain and promote low-income assistance programs consistent with those in place prior to the Merger.

10. Charitable and Community Involvement – GPE and Westar will maintain aggregate Kansas and Missouri charitable contributions and community support at 2015 levels for at least five years after closing of the Merger.

Exhibit J: Facts Relied upon to Demonstrate Consistency with Public Interest

The facts relied upon to show that the Transaction is consistent with the public interest are set forth in Part IV of the Application and in the following testimony of Dr. David Hunger and Mr. Edo Macan.

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

Great Plains Energy Incorporated)	
)	Docket No. EC17-____-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 or participated in analyses involving mergers and other corporate transactions; market power in market-based rates (“MBR”) cases; investigations of market manipulation in energy 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

¹ As described in more detail in Section II.A of the application ("Application") filed by Applicants pursuant to Section 203 of the Federal Power Act ("FPA"), GPE is a holding company and owns the franchised electric utility operations of Kansas City Power & Light Company ("KCP&L") and KCP&L Greater Missouri Operations Company ("GMO"). KCP&L and GMO own or controls, through long-term power purchase agreements, more than 7,800 MW of electric generation capacity. KCP&L and GMO 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. Transource directly holds ten wholly-owned subsidiaries and one partially-owned subsidiary organized to construct, finance, own and operate, and maintain the assets of competitive transmission projects. Transource Missouri LLC ("Transource Missouri") currently is the only Transource subsidiary that owns operational transmission facilities, the 31-mile 345kV Iatan-Nashua Project and the 135-mile Missouri portion of the 345kV Sibley-Nebraska City Project. These Transource Missouri projects are under the functional control of Southwest Power Pool, Inc. ("SPP"). The Commission has approved Transource Missouri's transmission formula rate, allowing it to recover its costs through the SPP Open Access Transmission Tariff ("OATT"). Five other Transource subsidiaries (Transource West Virginia, LLC, Transource Kansas, LLC, Transource Wisconsin, LLC, Transource Pennsylvania, LLC, and Transource Maryland, LLC) have rates or tariffs on file with the Commission and/or have projects under construction. The remaining Transource subsidiaries do not currently own or operate any generation or transmission assets and do not have rates or tariffs on file with the Commission.

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. 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. Westar, including KG&E, owns or controls, through long-term power purchase agreements, more than 8,000 MW of generation. Westar, including KG&E, operates and coordinates approximately 30,000 miles of electric distribution and transmission lines, and provides retail and wholesale electric service to approximately 702,000 customers. The Westar and KG&E transmission system is located in eastern and central Kansas and is under the functional control of SPP. Prairie Wind

impact of the merger of the Applicants on relevant electricity markets. We performed the Competitive Analysis Screen described in Appendix A to the 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 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. Based on our analysis, using the Commission's required standards of review, we recommend that the Commission determine that this merger will not have an adverse effect on competition in markets subject to its jurisdiction.

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

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.

³ *Inquiry Concerning the Commission's Merger Policy Under the Fed. Power Act: Policy Statement*, Order No. 592, FERC Stats. & Regs. ¶ 31,044 (1996), *order on reconsideration*, Order No. 592-A, 79 FERC ¶ 61,321 (1997) ("Order No. 592").

⁴ *Revised Filing Requirements Under Part 33 of the Commission'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").

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*, as discussed below (*see also*, Table 1). Based on this analysis 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 and footprint expanded to include the Western Area Power Administration – Upper Great Plains region, the Basin Electric Power Cooperative, and the Heartlands Consumer Power District (collectively, the “Integrated System”). 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 Integrated System expansion, to be consistent with the Commission’s required forward-looking analysis.

Q. DID YOU ANALYZE ANY SUBMARKETS WITHIN SPP?

- A. We did not perform a DPT for any sub-markets within SPP, but we did analyze the congestion and price separation in the Kansas City area in order to determine whether that should be considered a submarket. We conclude that the Kansas City area is not a submarket. That analysis is included as Exhibit No. J-7.

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 the New York Independent System Operator (“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 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 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”),

⁵ Order No. 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. Order No. 697 specifically named 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, FERC Stats. & Regs. ¶ 31,252 at PP 231, 246 (2007), Order No. 697-A, FERC Stats. & Regs. ¶ 31,268 (2008), Order No. 697-B, FERC Stats. & Regs. ¶ 31,285 (2008) (“Order No. 697”).

Electric Reliability Council of Texas (“ERCOT”), Midcontinent Independent System Operator, Inc. (“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 time period used as the basis for the study (Dec. 2014 – Nov. 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 (Dec 2014 – Nov 2016)

Destination market	Total Load (GWh)	Pre-Merger				Post-Merger	
		GPE		Westar		GPE-Westar	
		GWh of Sales	% of Load in Dest. Market	GWh of Sales	% of Load in Dest. Market	GWh of Sales	% of Load in Dest. Market
AECI	39,140	0.70	0.0018%	7.16	0.0183%	7.86	0.0201%
MISO	1,316,246	47.86	0.0036%	2,427.57	0.1844%	2,475.42	0.1881%
PJM	1,525,746	-	0.0000%	1,210.78	0.0794%	1,210.78	0.0794%

⁶ Sales data source: FERC EQR (sourced from Energy Velocity). Load data source: FERC Form 714. MISO operations data source: MISO website.

⁷ Source: FERC Form 714.

⁸ Detail of results and process can be found in Workpapers, Section CRA-03.

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 2018.

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 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 EC analysis results in our testimony.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 17 percent during any period. In all time periods, the change in HHI is 136 points or fewer and the market is unconcentrated, with no HHI exceeding 572.

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).

Table 2: Available Economic Capacity in SPP¹¹

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size HHI		Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$52	811	3.9%	1,177	5.6%	20,855	298	1,987	9.5%	20,855	342	44
S_SP2	\$47	1,116	5.1%	1,458	6.7%	21,714	340	2,574	11.9%	21,714	409	69
S_P	\$32	1,727	6.6%	2,327	8.9%	26,260	456	4,054	15.4%	26,260	572	117
S_OP	\$23	1,426	7.8%	1,124	6.1%	18,315	450	2,550	13.9%	18,315	546	96
W_SP	\$32	706	2.9%	1,740	7.1%	24,497	453	2,446	10.0%	24,497	494	41
W_P	\$26	1,354	7.6%	1,114	6.3%	17,784	329	2,468	13.9%	17,784	425	95
W_OP	\$21	1,202	7.4%	1,497	9.2%	16,244	380	2,699	16.6%	16,244	516	136
SH_SP	\$36	1,236	5.7%	1,479	6.8%	21,682	358	2,715	12.5%	21,682	436	78
SH_P	\$26	1,084	5.4%	1,271	6.4%	19,902	443	2,355	11.8%	19,902	512	70
SH_OP	\$19	398	3.5%	0	0.0%	11,399	317	398	3.5%	11,399	317	0

Furthermore, our EC analysis shows that the merger does not raise market power concerns. As shown in Table 3, the SPP EC market is unconcentrated in all time periods and Applicants' combined share is below 20 percent in nine of the ten season/load levels. The highest HHI change, which occurs in the Winter Off-Peak period is 220 points in a period with a post-merger HHI of 747. The highest period post-merger HHI is the Summer Peak, with an HHI of 770.

¹¹ Appendix F of the Commission's order in an AEP case 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).

Table 3: Economic Capacity in SPP

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size HHI		Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$52	6,302	8.7%	5,928	8.2%	72,105	605	12,230	17.0%	72,105	748	144
S_SP2	\$47	6,236	8.8%	5,888	8.3%	71,102	615	12,124	17.1%	71,102	760	145
S_P	\$32	5,578	8.3%	5,772	8.6%	66,931	626	11,350	17.0%	66,931	770	144
S_OP	\$23	4,632	9.5%	3,961	8.2%	48,577	551	8,593	17.7%	48,577	707	155
W_SP	\$32	4,590	7.4%	4,715	7.6%	62,404	619	9,304	14.9%	62,404	730	111
W_P	\$26	4,636	9.6%	3,781	7.8%	48,368	545	8,418	17.4%	48,368	694	150
W_OP	\$21	4,123	10.9%	3,812	10.1%	37,800	527	7,935	21.0%	37,800	747	220
SH_SP	\$36	5,273	8.5%	5,018	8.1%	61,927	586	10,291	16.6%	61,927	724	138
SH_P	\$26	3,917	8.0%	3,773	7.7%	49,071	564	7,690	15.7%	49,071	687	123
SH_OP	\$19	2,844	9.4%	1,086	3.6%	30,172	438	3,931	13.0%	30,172	506	68

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 599 (Summer Peak, plus 10 percent) and 782 for EC (Summer Peak, plus 10 percent).

Q. PLEASE DESCRIBE YOUR REVIEW OF THE EFFECT ON COMPETITION IN SPP ANCILLARY SERVICES MARKETS.

- A. SPP optimizes jointly 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. Additionally, the MMU's Annual State of the Market Report for 2016 shows that prices for operating reserves, regulation-up, regulation-down, supplemental reserves, and spinning reserves were lower in 2015 and 2016 than they had been in 2014.¹⁴

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 2 percent, 1 percent, and 12 percent of total sales, respectively.¹⁵ Based on all of the above, we conclude that the proposed transaction would not have a 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.

¹² See, e.g., *FirstEnergy Corp. Allegheny Energy, Inc.*, 133 FERC ¶ 61,222 (2010) (accepting applicants' argument that generally unconcentrated nature of the PJM energy market indicated a lack of competitive concern in ancillary services markets). The Commission has also found that energy-related ancillary services such as imbalance energy can be sold pursuant to the general market-based rates tariff. See *Third-Party Provision of Ancillary Services; Accounting and Financial Reporting for New Electric Storage Technologies*, Order No. 784, FERC Stats. & Regs. ¶ 31,349 (2013), Order No. 784-A, 146 FERC ¶ 61,114 (2014) ("Order No. 784").

¹³ SPP Market Monitoring Unit, State of the Market Report – Summer 2015, at p. 20.

¹⁴ SPP Market Monitoring Unit, Annual State of the Market Report – 2016, at pp. 68-70.

¹⁵ See FERC EQR Data for GMO, KCP&L, and Westar; SPP Market Monitoring Unit, Annual State of the Market Report – 2016, pp. 71-73. CRA analysis for these numbers is provided in Workpapers, Section CRA-04.3.

Q. PLEASE DESCRIBE YOUR REVIEW OF THE EFFECT ON COMPETITION IN SPP RESOURCE ADEQUACY CONSTRUCTS.

- 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.¹⁶ 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.¹⁷

Taking the above approach, the EC HHI during an extreme instance of Summer SP1 period is 752 and the change in HHI resulting from the proposed merger is 156 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.

¹⁶ The Commission has recognized this metric as a reasonable proxy for capacity in a number of Federal Power Act Section 203 cases where the applicants participate in Commission-approved capacity markets. *See, e.g., Wisconsin Energy Corporation*, 151 FERC ¶ 61,015 at P 39 (2015).

¹⁷ *See, e.g., Atlas Power Finance, LLC et al.*, Docket No. EC16-94-000 (June 8, 2016) (FERC Staff letter requesting additional information 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”).

Table 4: Economic Capacity in SPP during Extreme Peak Load

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size	HHI	Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
Peak	\$1,000	6,801	9.2%	6,333	8.5%	74,234	595	13,134	17.7%	74,234	752	156

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 49 percent from 2008 to 2016, as shown in Table 5.¹⁸

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%
2015	67,251	45,279	49%
2016	72,145	50,622	43%

Source: SPP 2016 State of the Market

Q. DOES YOUR ANALYSIS OF VERTICAL MARKET POWER REVEAL ANY COMPETITIVE CONCERNS?

- A. No. Neither of the Applicants controls fuel supplies. Neither owns or controls interstate natural gas pipeline facilities, and neither owns or controls natural gas distribution systems. Neither of the Applicants owns or controls any physical coal supplies, nor do they control

¹⁸ SPP Market Monitoring Unit, Annual State of the Market Report – 2016, at p 37.

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.

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 conclude that there are no vertical market power concerns. In the case of the Applicants, their transmission facilities are under the functional 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. Applicants do not have dominant control over generation sites. SPP is a large market and the few sites that Applicants control are not inputs to power production.

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, the GPE-owned generating units that were modeled have a total summer capacity rating of 6,523 MW. This consists of 3,455 MW of coal-fired capacity, 1,903 MW of gas-fired capacity (primarily gas turbines), 149 MW of wind, 3 MW of solar, 461 MWs of oil-fired capacity, and 552 MW of nuclear. In addition, GPE has long-term contracts to purchase 1,305 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.¹⁹ Crossroads is physically interconnected to the MISO system; however, the facility is pseudo-tied and thus dedicated

¹⁹ The Crossroads capacity is included in GPE’s total generation figures included above. Total summer rating for Crossroads is 308 MW.

to the SPP market; GPE has long-term firm transmission service arrangements to import energy from the generator into SPP.

As shown in Exhibit J-5, the Westar-owned generating units that were modeled have a total summer capacity rating of 6,573. This consists of 3,235 MW of coal-fired capacity, 2,287 MW of gas-fired capacity, 70 MW of oil-fired capacity, 430 MW of wind, and 551 MW of nuclear. In addition, Westar has long-term contracts that, by the end of the study period, will include the purchase of 1,526 MW from both generator-specific sources and several generic counterparties. Westar also has arrangements to sell 896 MW of power to other utilities. These contracts are listed in Exhibit J-5.²⁰

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

²⁰ All generation capacities listed in this exhibit are "net summer interest."

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 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 markets. 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. 592,²¹ 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

²¹ Order No. 592, FERC Stats and Regs. ¶ 31,044 (1996).

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.²²

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*,²³ 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

²² 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. See *Analysis of Horizontal Market Power under the Federal Power Act*, 138 FERC ¶ 61,109 (2012).

²³ Order No. 642, FERC Stats. & Regs. ¶ 31,111 (2000).

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.

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 AEC²⁴ 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.²⁵ 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

²⁴ 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.

²⁵ The Commission has found that energy-related ancillary services such as imbalance energy can be sold pursuant to the general market-based rates tariff. *See* Order No. 784, FERC Stats. & Regs. ¶ 31,349 (2013).

account, at a variable cost no higher than 105 percent of the destination market price. As 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.”²⁶ 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.²⁷ 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

²⁶ Order No. 642 at 31,884.

²⁷ 18 C.F.R. § 33.3(c)(2) (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”).

default markets where applicable.²⁸ The Commission's indicative screens for purposes of determining eligibility to obtain authorization to sell at market-based rates also use BAAs or RTOs/ISOs as default geographic markets.²⁹ 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.³⁰

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 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.³¹ Furthermore, there is reason to believe that congestion in this area has been eased by transmission upgrades completed in 2015-2016 and will be further eased by those scheduled to be completed between 2017-2018 (additional upgrades will also be

²⁸ 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.

²⁹ Order No. 697 at P 231.

³⁰ *Id.* at P 246 (citing to a number of Commission decisions involving electric utility mergers).

³¹ See SPP Market Monitoring Unit, State of the Market Report – Winter 2016, at p. 26.

completed in 2019 and 2020).³² 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 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.”³³ 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. As stated above, we analyzed the Kansas City area as a potential sub-market and concluded that it should not be treated as a sub-market within SPP.³⁴

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

³² See SPP Market Monitoring Unit, State of the Market Report – Summer 2015, at p. 28.

³³ SPP Market Monitoring Unit, State of the Market Report – Winter 2016, at p. 6.

³⁴ See Exhibit J-7.

prices charged by the downstream electricity supplier.³⁵ 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.³⁶ 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.

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.³⁷

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

³⁵ While Order No. 642 identifies these three types of effects, the third is more properly an effect on rates and regulation.

³⁶ Order No. 642 at 31,909 and 18 CFR §33.4(c)(3).

³⁷ 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.

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.”³⁸

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.

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 do 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.³⁹

³⁸ Order No. 642, FERC Stats. & Regs. ¶ 31,111 at 31,904 (2000).

³⁹ Order No. 697 at P 22.

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.⁴⁰ The transmission facilities owned or controlled by the Applicants and their affiliates (including those of Transource, GPE's competitive transmission joint venture with American Electric Power, Inc. ("AEP"), and Prairie Wind, a joint venture formed by Westar 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 pre-OATT grandfathered transmission service agreements that are on file with the Commission, 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

⁴⁰ "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." Order No. 697 at P 408.

generation sites; therefore, such ownership or control could not be used to impose a barrier to entry for competing generation developers.⁴¹

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 Policy Statement,⁴² Order No. 642, Revised Filing Requirements under Part 33 of the Commission's Regulations⁴³ and Section 33.3 of the Commission's Regulations.⁴⁴ 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

⁴¹ 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 No. 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.

⁴² Order No. 592, FERC Stats. & Regs. ¶ 31,044 (1996).

⁴³ Order No. 642, FERC Stats. & Regs. ¶ 31,111 (2000).

⁴⁴ 18 C.F.R. § 33.3.

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, 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 *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 50.⁴⁵

⁴⁵ 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.

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 (*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.”⁴⁶ 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

⁴⁶ *AEP Power Marketing, Inc. et al.*, 107 FERC ¶ 61,018 (2004).

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.⁴⁷ For each season, hours were segmented into peak and off-peak periods.⁴⁸ 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

⁴⁷ 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.

⁴⁸ 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.

place. As such, it is appropriate for the DPT analysis in support of this kind of transaction to use a forward-looking Study Year.⁴⁹ Here, we use a Study Year beginning December 1, 2017 and extending through November 30, 2018, consistent with the Commission's required methodology.⁵⁰ We refer to this as the 2017/18 Study Year. This period was selected because the merger is expected to be finalized by second half of 2018, and the December to November time span is consistent with the Commission's requirements 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 2017/18 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 2018 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.⁵¹ 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

⁴⁹ Order No. 642 at 31,887.

⁵⁰ See, e.g., Order No. 697-A at Appendix D.

⁵¹ See, e.g., Workpapers, Sections CRA-06.1, CRA-02.1 and CRA-04.1.

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.

As described further in the Workpapers⁵² we used SPP reference prices for December 2014 through November 2016 for each of the 10 time periods as a starting point. As described above, market clearing prices were adjusted to reflect forecasted system conditions during the Study Year. Natural gas is assumed to be the marginal fuel during on-peak periods, while coal is assumed to be the marginal fuel during off-peak periods.⁵³ In addition, we conducted price sensitivity analyses around the base case prices, which evaluated 10 percent higher and lower prices.⁵⁴ The price sensitivity tests also showed 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.

⁵² See Workpapers, Section CRA-02.

⁵³ “Typically coal is on the margin more often in low load months, while gas is on the margin more often in high load months. Natural gas units in the SPP region are normally used for load following, and have historically been on the margin more than coal. This typical seasonal pattern is less obvious in the first year of the Marketplace.” See SPP Market Monitoring Unit, 2014 State of the Market, at p. 38.

⁵⁴ These sensitivity analyses are provided in the Workpapers and are discussed in general terms in Exhibit J-6.

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 SPP⁵⁵ 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.⁵⁶

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 and Sibley Unit 1 in June 2017.⁵⁷ Greenwood Photovoltaic (“Greenwood PV”), owned by GPE, began operating in June 2016. Westar has no planned generation additions or retirements during the study period. KCP&L and GMO have a PPA that will become effective during the study period. This PPA is considered in our modeling. 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

⁵⁵ *Southwest Power Pool, Inc.*, Informational Filing of 2015 Simultaneous Import Limit Study for SPP Region, Docket No. AD10-02 (June 30, 2015) available at: https://www.spp.org/documents/29040/2015-06-30_informational%20filing%20of%202015%20sil%20study%20for%20spp%20region_ad10-2.pdf

⁵⁶ This group of sellers includes AEP West (SWEPCO and Public Service of Oklahoma), Empire District Electric, Enel S.p.A., NextEra, OGE, and Xcel (Southwestern Public Service). Enel S.p.A. and NextEra are included in this group because their 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 publicly available – particularly what is filed in EQRs and MBR triennial updates – because they do not have obligations as entities with Market Based Rate authorization.

⁵⁷ The Sibley Unit 1 boiler will remain in service only to provide start-up steam to Sibley Unit 3 in the event that Sibley Unit 2 is not available to do so.

are planned for retirement before or during the Study Year.⁵⁸ 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 1, 2018 are excluded from our DPT analysis. Similarly, any units that are scheduled to come online prior to June 1, 2018 are considered operational for the entire Study Year. Any units coming online or retiring on or after June 1, 2018 do not have their status changes included in our analyses.⁵⁹

Q. HOW DO YOU ACCOUNT FOR LONG-TERM PURCHASES AND SALES?

- 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.⁶⁰ 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 four other large market participants in SPP: AEP (SWEPSCO and Public Service of Oklahoma), Empire District Electric (“Empire”), Oklahoma Gas & Electric (“OGE”), and Xcel (Southwestern

⁵⁸ The Applicants also confirmed planned new builds and retirements specific to their portfolios.

⁵⁹ See Workpapers, Section CRA-05.1.

⁶⁰ 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”). Order No. 697 provides some further guidance on what constitutes control but accepts that judgments will be necessary and declines to be highly prescriptive.

Public Service).⁶¹ We also made contract adjustments for Enel S.p.A. and NextEra, two other important sellers 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 1,305 MW of power from 10 generators owned by other entities and 2 long-term sales contracts that amount to 52 MW. With the exception of the 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 and is pseudo-tied to SPP and cannot be offered into any other market without long lead times and changes in the models of various RTOs, we conservatively modeled Crossroads to be located within the SPP market.

Similarly, as shown in Exhibit J-5, Westar has long term contracts to purchase approximately 1,526 MW from 13 counterparties and 11 long-term sales contracts which, added to its GFR Wholesale Sales, amount to 896 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 publicly available sources. For example, AEP triennial FERC filings show plants

⁶¹ 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.

that are not present in the Energy Velocity data, so we appended plant data to the Energy Velocity data.⁶² 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.⁶³

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.⁶⁴ We follow the 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.⁶⁵

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

⁶² *AEP Generation Resources Inc.*, Docket No. ER13-1896-009 (June 26, 2015) (triennial updated market power analysis).

⁶³ Workpapers, Section CRA-05.

⁶⁴ *See, e.g., Refinements to Policies and Procedures for Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, Order No. 816, FERC Stats. & Regs. ¶ 31,374 at PP 100-107 (2015), *order on reh’g and clarification*, Order No. 784-A, FERC Stats. & Regs. ¶ 31,382 (“Order No. 784”).

⁶⁵ Order No. 697, FERC Stats. & Regs. ¶ 31,252 at P 344.

Velocity fuel costs of those units by the rate of change between the average 2016 historical prices and the average 2018 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 NO_x were added to the marginal operating costs of each applicable generator based on emissions rate data from Energy Velocity's databases. Historical SO₂ and NO_x costs were used, with annual SO₂ and NO_x costs applied to the marginal generation cost year-round. For NO_x 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 publicly available. However, some pertinent information can be gathered from utilities' MBR triennial filings, and additional 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 largest sellers – those with some publicly available data on PPAs – in SPP: AEP, Empire, Xcel, OGE, Westar, and GPE. We also modeled Enel S.p.A.'s and 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 Energy Velocity (SPP was the ultimate source) data for the time period from December 2014 to November 2016. We used the average of the LMPs for SPP North and SPP South pricing hubs. Historical energy prices were adjusted to reflect forecasted fuel price conditions in the study year. Specifically, to approximate which fuel is on the margin at different times in the SPP market, on-peak prices were adjusted to reflect expected changes in the natural gas price, and off-peak were adjusted to reflect expected changes in the coal price.⁶⁶

⁶⁶ See Workpapers, Section CRA-02.1 for more detail regarding how this escalation was performed.

SPP 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.

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. The Applicants provided detailed hourly load data and for all others we used hourly load data from FERC Form 714, both of which were then mapped to the different study periods. We escalated loads by applying a growth factor equal to the average of summer peak, winter peak, and annual energy growth for SPP between the historical values for Dec 2014-Nov 2015 and Dec 2015-Nov 2016 and the forecast for 2018. We obtained the forecasts for 2018 summer and winter peaks as well as for annual energy from FERC Form 714.

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 company loads.

Q. HOW DID YOU TREAT SPINNING AND REGULATING RESERVES IN YOUR MODEL?

- A. If generation is used to provide spinning and regulating reserves, it cannot also be used to provide 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 added to the load and modeled in the DPT.

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.⁶⁷ For the Applicants EQR data, we used the two 12-month periods upon which the study is based - December 2014-November 2015 and December 2015-November 2016. To compare EQR data, which is reported on a quarterly 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.

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

⁶⁷ See 18 C.F.R. § 33.3(d)(11) (stating "*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").

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
	MWh of Sales	MWh of Sales	MWh of Sales
GPE DPT Results (EC)	14,967,854	11,280,967	9,410,433
GPE EQR Transactions (Dec 2015 - Nov 2016)	11,952,219	8,948,482	7,767,944
GPE EQR Transactions (Dec 2014 - Nov 2015)	12,657,381	8,338,639	7,430,435
Westar DPT Results (EC)	10,528,586	10,641,146	8,296,149
Westar EQR Transactions (Dec 2015 - Nov 2016)	12,556,107	9,693,324	7,030,202
Westar EQR Transactions (Dec 2014 - Nov 2015)	13,395,730	8,945,895	6,360,765

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.

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

Great Plains Energy, Inc.

)

)

Westar Energy, Inc.

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Docket No. EC17-__-000

**APPLICATION
UNDER SECTION 203 OF THE FEDERAL POWER ACT**

**PREPARED DIRECT TESTIMONY AND EXHIBITS OF
DAVID HUNGER AND EDO MACAN
ON BEHALF OF APPLICANTS**

I, David Hunger, Ph.D., being duly sworn, depose and state that the foregoing Affidavit on behalf of Great Plains Energy, Inc. and Westar Energy, Inc. is true, correct, accurate, and complete to the best of my knowledge, information, and belief.



A handwritten signature in blue ink, appearing to be "D. Hunger", written over a horizontal line.

David Hunger, Ph.D.

District of Columbia: SS

Subscribed and sworn to before me, in my presence,
this 24 day of August, 2017

A handwritten signature in blue ink, appearing to be "Corlis C. Carter", written over a horizontal line.

Corlis C. Carter, Notary Public, D.C.

My commission expires June 14, 2019.

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Great Plains Energy, Inc.

Westar Energy, Inc.

)
)Docket No. Docket No. EC17-__ -000
)

APPLICATION
UNDER SECTION 203 OF THE FEDERAL POWER ACT

PREPARED DIRECT TESTIMONY AND EXHIBITS OF
DAVID HUNGER AND EDO MACAN
ON BEHALF OF APPLICANTS

I, Edo Macan, being duly sworn, depose and state that the foregoing Affidavit on behalf of Great Plains Energy, Inc. and Westar Energy, Inc. is true, correct, accurate, and complete to the best of my knowledge, information, and belief.

Edo Macan

Edo Macan

SUBSCRIBED AND SWORN to
before me this 31st day of August 2017

Suzanne M. Walsh



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-7	Kansas City Area Congestion Analysis

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 took part in or 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 2013, he has testified in multiple Commission proceedings involving organized capacity markets administered by RTOs; as well as merger and market-power cases at the state and federal level.

Experience

2013 - Present *Vice President*, Charles River Associates – Energy Practice

1999–2013 Federal Energy Regulatory Commission

1999 - 2000 *Economist*, Office of Economic Policy

2000 - 2002 *Economist*, Office of Markets, Tariffs, and Rates - Division of Corporate Applications

2002 - 2003 *Economist*, Office of Market Oversight and Investigations

2003 – 2007 *Senior Economist*, Office of Energy Market Regulation – West Division

2007-2009 *Supervisory Energy Industry Analyst* - Office of Energy Market Regulation – West Division

2009 – 2010 *Deputy Director*, Office of Energy Market Regulation – West Division

2010 – 2013 *Senior Economist*, Office of Energy Policy and Innovation

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). In addition, Dr. Hunger worked on market design issues in each of the FERC-regulated RTOs.
2001–2014	<i>Affiliated Professor</i> , Georgetown University, Graduate Public Policy Institute Classes taught: Microeconomic Theory, Energy Policy, and Master's Thesis advising.
2012 –2014	<i>Adjunct Professor</i> , Penn State University, Energy Business and Finance – Energy and Environmental Economics
2000–2001	<i>Adjunct Assistant Professor of Economics</i> , American University. Classes taught: Principles of Microeconomics and Principles of Macroeconomics
1998–1999	<i>Assistant Professor of Economics</i> , Oglethorpe University. Classes taught: Managerial Economics and International Economics (MBA); Principles of Economics, Intermediate Microeconomics, Macroeconomics, International Economics and Industrial Organization (undergraduate)
1994–1998	<i>Graduate Teaching Fellow</i> , Department of Economics, University of Oregon Classes taught: Econometrics, Industrial Organization, and Principles of Microeconomics

Filed Testimony

BlueWater Gas Storage LLC, Docket No. CP06-368, Notice of Change in Circumstances, Updated Market Power Analysis for Market Based Rates for Gas Storage. July 10, 2017.

South Carolina Electric & Gas Company, Docket No. ER10-2498, Updated Market Power Analysis. June 27, 2017.

British Columbia Power Exchange Corporation, et al v. State of California, ex rel. Bill Lockyer, Attorney General of the State of California, Docket No. EL02-71-057. Answering Testimony on Behalf of Shell Energy North America (US), L.P. February 2, 2017.

Triennial Market Power Update Analysis of FirstEnergy Companies. Docket Nos. ER10-2727-000 *et al.*, before the Federal Energy Regulatory Commission. December 23, 2016.

Antero Resources Corp. v. South Jersey Resources Group, LLC and South Jersey Gas Co. (South Jersey). Civil Action No. 15-cv-00656-MEH. United States District Court for the District of Colorado. Expert Report filed on behalf of South Jersey related to changes in published natural gas index prices. December 2, 2016.

Notice of Inquiry: Modifications to Commission Requirements for Review of Transactions under Section 203 of the Federal Power Act and Market-Based Rate Applications under Section 205 of the Federal Power Act Docket No. RM16-21-000. Comments of Market Power Experts. November 28, 2016.

Application for Authorization under Section 203 of the Federal Power Act for the merger of Great Plains Energy Incorporated and Westar Energy, Inc., Docket No. EC16-146-000. Affidavit in Reply to Staff Deficiency Letter on behalf of Great Plains Energy Incorporated and Westar Energy, Inc. before the Federal Energy Regulatory Commission, November 7, 2016.

Complaint of the New England Power Generators Association, Inc. Docket No. EL16-120-000. Reply 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, November 4, 2016.

Complaint of the New England Power Generators Association, Inc. Docket No. EL16-120-000. 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, September 30, 2016.

Testimony in the Matter of Southwest Power Pool, Inc. vs. AES Shady Point, LLC. Testimony on behalf of AES Shady Point related to a dispute regarding termination of transmission service before the American Arbitration Association. AAA Case No. 01-15-0004-4670. August 4, 2016.

Application for Authorization under Section 203 of the Federal Power Act for the Merger of Great Plains Energy Incorporated and Westar Energy, Inc. Docket No. EC16-146-000. Testimony of the competitive effects of the merger on behalf of Great Plains Energy Incorporated and Westar Energy, Inc. before the Federal Energy Regulatory Commission, with Edo Macan, July 11, 2016.

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, FirstEnergy 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, FirstEnergy 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, FirstEnergy 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, FirstEnergy 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, FirstEnergy 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. EL 15-25-000. 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. EL 15-25-000. 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-El 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, FirstEnergy 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, FirstEnergy 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, FirstEnergy 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, FirstEnergy 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, FirstEnergy 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, FirstEnergy Corp., and Dayton Power & Light before the Federal Energy Regulatory Commission, December, 2013.

In the Matter of PJM Up-to Congestion Transactions, Federal Energy Regulatory Commission Docket Nos. IN10-5-000 and IN15-3-000, Affidavit on Behalf of Powhatan Energy Fund regarding claims of market manipulation, October 2013.

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.

Presentations

The Role of Demand Response in Wholesale Energy, Capacity, and Ancillary Services Markets. IEEE Power and Energy Society Meeting, Boston, MA, July 20, 2016.

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

Charitable Foundation of the Energy Bar Association – Board Member

Law360 Energy Editorial Advisory Board, 2014

Journal of Regulatory Economics – reviewer

Energy Economics – reviewer

Energy Journal - reviewer

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

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–	<i>Principal</i> , Charles River Associates, Oakland, CA
2011–2013	<i>Managing Director</i> , Coprogram, Oakland, CA
2001–2010	<i>Manager</i> , Analysis Group Inc., San Francisco, CA
2000–2001	<i>Associate Director</i> , Duke Energy, Corporate Risk Management, Houston, TX
1998–2000	<i>Associate</i> , The Brattle Group, Cambridge, MA
1996–1997	<i>Research Associate</i> , 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

BAA	Unit	Fuel Type	Ownership Share	Net Summer Capacity (MW)	Net Winter Capacity (MW)
MISO [a]	Crossroads Energy Center, Unit CT01	Nat. Gas	100%	77.0	77.0
MISO [a]	Crossroads Energy Center, Unit CT02	Nat. Gas	100%	77.0	77.0
MISO [a]	Crossroads Energy Center, Unit CT03	Nat. Gas	100%	77.0	77.0
MISO [a]	Crossroads Energy Center, Unit CT04	Nat. Gas	100%	77.0	77.0
SPP	Greenwood, Unit 1	Nat. Gas	100%	60.7	60.7
SPP	Greenwood, Unit 2	Nat. Gas	100%	61.7	61.7
SPP	Greenwood, Unit 3	Nat. Gas	100%	62.9	62.9
SPP	Greenwood, Unit 4	Nat. Gas	100%	60.7	60.7
SPP	Greenwood, Unit PV1	Solar	100%	3.0	3.0
SPP	Hawthorn, Unit 5	Coal	100%	564.0	564.0
SPP	Hawthorn, Unit 7	Nat. Gas	100%	78.1	78.1
SPP	Hawthorn, Unit 8	Nat. Gas	100%	79.1	79.1
SPP	Hawthorn, Unit 6 & 9	Nat. Gas	100%	234.5	234.5
SPP	Iatan, Unit 1	Coal	88%	627.4	627.3
SPP	Iatan, Unit 2	Coal	73%	640.9	640.9
SPP	Jeffrey Energy Center, Unit 1	Coal	8%	57.4	57.4
SPP	Jeffrey Energy Center, Unit 2	Coal	8%	57.2	57.2
SPP	Jeffrey Energy Center, Unit 3	Coal	8%	57.8	57.8
SPP	La Cygne, Unit 1	Coal	50%	368.1	368.1
SPP	La Cygne, Unit 2	Coal	50%	331.2	331.2
SPP	Lake Road, Unit 1	Nat. Gas	100%	9.4	9.4
SPP	Lake Road, Unit 2	Nat. Gas	100%	19.0	19.0
SPP	Lake Road, Unit 3	Nat. Gas	100%	6.6	6.6
SPP	Lake Road, Unit 4 [b]	Nat. Gas	100%	96.3	96.3
SPP	Lake Road, Unit 5	Nat. Gas	100%	61.9	61.9
SPP	Lake Road, Unit 6	Oil	100%	21.0	21.0
SPP	Lake Road, Unit 7	Oil	100%	20.5	20.5
SPP	Montrose, Unit 2 [c]	Coal	100%	164.0	164.0
SPP	Montrose, Unit 3 [c]	Coal	100%	176.0	176.0
SPP	Nevada, Unit 1	Oil	100%	18.1	18.1
SPP	Northeast Station, Unit 11	Oil	100%	52.2	52.2
SPP	Northeast Station, Unit 12	Oil	100%	40.9	40.9
SPP	Northeast Station, Unit 13	Oil	100%	45.7	45.7
SPP	Northeast Station, Unit 14	Oil	100%	49.2	49.2
SPP	Northeast Station, Unit 15	Oil	100%	52.9	52.9
SPP	Northeast Station, Unit 16	Oil	100%	52.8	52.8
SPP	Northeast Station, Unit 17	Oil	100%	53.2	53.2
SPP	Northeast Station, Unit 18	Oil	100%	52.2	52.2
SPP	Northeast Station, Unit 19	Oil	100%	2.0	2.0
SPP	Osawatomie, Unit GT1	Nat. Gas	100%	77.3	77.3
SPP	Ralph Green, Unit 3	Nat. Gas	100%	70.9	70.9
SPP	Sibley, Unit 1 [d]	Coal	100%	-	-
SPP	Sibley, Unit 2 [c]	Coal	100%	47.1	47.1
SPP	Sibley, Unit 3 [c]	Coal	100%	364.1	364.1
SPP	South Harper Peaking Facility, Unit GT1	Nat. Gas	100%	101.2	101.2
SPP	South Harper Peaking Facility, Unit GT2	Nat. Gas	100%	102.1	102.1
SPP	South Harper Peaking Facility, Unit GT3	Nat. Gas	100%	100.0	100.0
SPP	Spearville Wind Energy Facility, Unit WT1 67	Wind	100%	100.5	100.5
SPP	Spearville Wind Energy Facility, Unit WT68 99	Wind	100%	48.0	48.0
SPP	St Joseph Landfill, Unit IC1	Landfill Gas	100%	1.6	1.6
SPP	West Gardner, Unit 1	Nat. Gas	100%	75.3	75.3

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SPP	West Gardner, Unit 2	Nat. Gas	100%	78.1	78.1
SPP	West Gardner, Unit 3	Nat. Gas	100%	78.6	78.6
SPP	West Gardner, Unit 4	Nat. Gas	100%	79.1	79.1
SPP	Wolf Creek Generating Station (KS), Unit 1	Nuclear	47%	552.3	566.4
Sub-Total				6,522.6	6,536.7

[a] Crossroads units are physically located in MISO, but have a long-term firm transmission contract to import power into SPP, and hence were included in SPP in our analysis.

[b] Retiring in Dec 2019. Included in the analysis.

[c] Retiring in Dec 2018. Included in the analysis.

[d] Sibley, Unit 1 retired in Jun 2017. The boiler will remain in service only to provide start-up steam for Unit 3.

Great Plains Energy Inc. Contracted Capacity for Central Region Market Power Study

BAA	Unit/Counterparty Name	Purchases (MW)
SPP	Cimarron WindPower	131.0
SPP	Hampton Biofuel [e]	-
SPP	Jeffrey	21.0
SPP	Johnson	43.0
SPP	Spearville3	101.0
SPP	Ensign Wind - Gray County Wind	99.0
SPP	Gray County Wind Energy	60.0
SPP	Slate Creek Wind Project	150.0
SPP	Ad Astra - Waverly Wind Farm	200.0
SPP	Tradewind Rock Creek Wind [f]	300.0
SPP	NextEra Osborn Wind	200.0
Sub-Total		1,305.0

BAA	Unit/Counterparty Name	Sales (MW)
SPP	City of Eudora	15.0
SPP	KMEA	37.0
Sub-Total		52.0

[e] Contract for 0.3 MW expired in Feb 2017. Not included in the analysis.

[f] Contract starting in Jan 2018. Included in the analysis.

Exhibit J-5

Westar Energy, Inc. Owned Capacity for Central Region Market Power Study

BAA	Unit	Fuel Type	Ownership Share	Net Summer Capacity (MW)	Net Winter Capacity (MW)
SPP	Central Plains Wind Farm, Unit WT1 33	Wind	100%	99	99
SPP	Emporia Power Plant, Unit EEC1	Nat. Gas	100%	45	45
SPP	Emporia Power Plant, Unit EEC2	Nat. Gas	100%	44	44
SPP	Emporia Power Plant, Unit EEC3	Nat. Gas	100%	43	43
SPP	Emporia Power Plant, Unit EEC4	Nat. Gas	100%	44	44
SPP	Emporia Power Plant, Unit EEC5	Nat. Gas	100%	158	158
SPP	Emporia Power Plant, Unit EEC6	Nat. Gas	100%	155	155
SPP	Emporia Power Plant, Unit EEC7	Nat. Gas	100%	156	156
SPP	Flat Ridge Wind Farm, Unit WT1 40	Wind	50%	50	50
SPP	Gordon Evans Energy Center, Unit GT1	Nat. Gas	100%	73	73
SPP	Gordon Evans Energy Center, Unit GT2	Nat. Gas	100%	71	71
SPP	Gordon Evans Energy Center, Unit GT3	Nat. Gas	100%	148	148
SPP	Gordon Evans Energy Center, Unit ST1 [g]	Nat. Gas	100%	154	154
SPP	Gordon Evans Energy Center, Unit ST2 [g]	Nat. Gas	100%	376	374
SPP	Gordon Evans Energy Center, Unit 5 [h]	Oil	100%	-	-
SPP	Hutchinson Energy Center, Unit GT1	Nat. Gas	100%	52	52
SPP	Hutchinson Energy Center, Unit GT2	Nat. Gas	100%	55	55
SPP	Hutchinson Energy Center, Unit GT3	Nat. Gas	100%	54	54
SPP	Hutchinson Energy Center, Unit GT4	Oil	100%	70	70
SPP	Jeffrey Energy Center, Unit 1	Coal	92%	670	670
SPP	Jeffrey Energy Center, Unit 2	Coal	92%	675	675
SPP	Jeffrey Energy Center, Unit 3	Coal	92%	659	659
SPP	La Cygne, Unit 1	Coal	50%	368	368
SPP	La Cygne, Unit 2	Coal	50%	324	324
SPP	Lawrence Energy Center, Unit 4	Coal	100%	108	108
SPP	Lawrence Energy Center, Unit 5	Coal	100%	370	370
SPP	Murray Gill, Unit 3 [g]	Nat. Gas	100%	104	104
SPP	Murray Gill, Unit 4 [g]	Nat. Gas	100%	86	86
SPP	Spring Creek Power Plant, Unit GT1	Nat. Gas	100%	69	69
SPP	Spring Creek Power Plant, Unit GT2	Nat. Gas	100%	69	69
SPP	Spring Creek Power Plant, Unit GT3	Nat. Gas	100%	67	67
SPP	Spring Creek Power Plant, Unit GT4	Nat. Gas	100%	68	68
SPP	State Line Combined Cycle, Unit CC	Nat. Gas	40%	196	196
SPP	Tecumseh Energy Center, Unit 7 [g]	Coal	100%	61	61
SPP	Western Plains	Wind	100%	281	281
SPP	Wolf Creek Generating Station, Unit 1	Nuclear	47%	551	551
Sub-Total				6,573	6,571

[g] Retiring Dec 2018. Included in the analysis.

[h] Gordon Evans, Unit 5 (summer/winter capacities 2.9 MW) is only used in case of emergency and not included in our analysis.

Westar Energy, Inc. Contracted Capacity for Central Region Market Power Study

BAA	Unit/Counterparty Name	Purchases (MW)
SPP	Meridian Way Wind Farm (Cloud County)	96.0
SPP	Post Rock Wind Farm	201.0
SPP	Ironwood Wind Farm	167.9
SPP	Waste Management Inc - Rolling Meadows	5.6
SPP	McPherson Board of Public Utilities	145.8
SPP	City of Erie - Erie Energy Center	20.0
SPP	City of Chanute - Chanute III	16.0
SPP	Flat Ridge Wind Farm	50.0
SPP	Cedar Bluff Wind LLC	198.7
SPP	Kay County Wind	200.1
SPP	Ninnescah Wind	217.8
SPP	Kingman Wind I	103.3
SPP	Kingman II	103.3
Sub-Total		1,525.5

BAA	Unit/Counterparty Name	Sales (MW)
SPP	McPherson Board of Public Utilities	92.0
SPP	Midwest Energy (from Jeffrey Energy Center)	150.0
SPP	Mid-Kansas Electric Company (from Jeffrey Energy Center)	174.0
SPP	Kansas Power Pool (from Jeffrey Energy Center)	59.0
SPP	Midwest Energy (from Kingman I)	56.8
SPP	McPherson Board of Public Utilities (from Kingman I)	37.0
SPP	Chanute (from Kingman I)	5.0
SPP	Sabetha (from Kingman I)	1.0
SPP	Iola (from Kingman I)	3.0
SPP	Fredonia (from Kingman I)	0.5
SPP	Midwest Energy	115.0
SPP	GFR Wholesale Sales	202.4
Sub-Total		895.7

Exhibit J-6

Delivered Price Test Sensitivity Cases

Available Economic Capacity in SPP (Base Case)

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size HHI		Merged		Market Size HHI HHI Chg		
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$52	811	3.9%	1,177	5.6%	20,855	298	1,987	9.5%	20,855	342	44
S_SP2	\$47	1,116	5.1%	1,458	6.7%	21,714	340	2,574	11.9%	21,714	409	69
S_P	\$32	1,727	6.6%	2,327	8.9%	26,260	456	4,054	15.4%	26,260	572	117
S_OP	\$23	1,426	7.8%	1,124	6.1%	18,315	450	2,550	13.9%	18,315	546	96
W_SP	\$32	706	2.9%	1,740	7.1%	24,497	453	2,446	10.0%	24,497	494	41
W_P	\$26	1,354	7.6%	1,114	6.3%	17,784	329	2,468	13.9%	17,784	425	95
W_OP	\$21	1,202	7.4%	1,497	9.2%	16,244	380	2,699	16.6%	16,244	516	136
SH_SP	\$36	1,236	5.7%	1,479	6.8%	21,682	358	2,715	12.5%	21,682	436	78
SH_P	\$26	1,084	5.4%	1,271	6.4%	19,902	443	2,355	11.8%	19,902	512	70
SH_OP	\$19	398	3.5%	0	0.0%	11,399	317	398	3.5%	11,399	317	0

Source: CRA Analysis

Economic Capacity in SPP (Base Case)

Period	Energy Price	Pre-Merger						Post-Merger				
		Great Plains		Westar		Market Size HHI		Merged		Market Size HHI HHI Chg		
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$52	6,302	8.7%	5,928	8.2%	72,105	605	12,230	17.0%	72,105	748	144
S_SP2	\$47	6,236	8.8%	5,888	8.3%	71,102	615	12,124	17.1%	71,102	760	145
S_P	\$32	5,578	8.3%	5,772	8.6%	66,931	626	11,350	17.0%	66,931	770	144
S_OP	\$23	4,632	9.5%	3,961	8.2%	48,577	551	8,593	17.7%	48,577	707	155
W_SP	\$32	4,590	7.4%	4,715	7.6%	62,404	619	9,304	14.9%	62,404	730	111
W_P	\$26	4,636	9.6%	3,781	7.8%	48,368	545	8,418	17.4%	48,368	694	150
W_OP	\$21	4,123	10.9%	3,812	10.1%	37,800	527	7,935	21.0%	37,800	747	220
SH_SP	\$36	5,273	8.5%	5,018	8.1%	61,927	586	10,291	16.6%	61,927	724	138
SH_P	\$26	3,917	8.0%	3,773	7.7%	49,071	564	7,690	15.7%	49,071	687	123
SH_OP	\$19	2,844	9.4%	1,086	3.6%	30,172	438	3,931	13.0%	30,172	506	68

Source: CRA Analysis

Available Economic Capacity in SPP (Minus 10%)

		Pre-Merger						Post-Merger				
Period	Energy Price	Great Plains		Westar		Market Size HHI		Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$47	811	3.9%	1,177	5.6%	20,855	298	1,987	9.5%	20,855	342	44
S_SP2	\$42	1,116	5.2%	1,458	6.7%	21,660	340	2,574	11.9%	21,660	409	69
S_P	\$29	1,214	5.2%	2,117	9.1%	23,216	465	3,331	14.3%	23,216	560	95
S_OP	\$21	1,096	7.4%	894	6.1%	14,744	316	1,990	13.5%	14,744	406	90
W_SP	\$29	706	3.9%	989	5.4%	18,315	418	1,694	9.2%	18,315	460	42
W_P	\$23	1,126	6.9%	1,114	6.8%	16,355	331	2,240	13.7%	16,355	425	94
W_OP	\$19	367	3.9%	0	0.0%	9,304	322	367	3.9%	9,304	322	0
SH_SP	\$32	682	3.4%	1,479	7.4%	20,002	349	2,161	10.8%	20,002	399	50
SH_P	\$23	1,084	6.6%	776	4.8%	16,322	364	1,860	11.4%	16,322	427	63
SH_OP	\$17	359	3.9%	0	0.0%	9,227	358	359	3.9%	9,227	358	0

Source: CRA Analysis

Economic Capacity in SPP (Minus 10%)

		Pre-Merger						Post-Merger				
Period	Energy Price	Great Plains		Westar		Market Size HHI		Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$47	6,302	8.7%	5,928	8.2%	72,105	605	12,230	17.0%	72,105	748	144
S_SP2	\$42	6,236	8.8%	5,888	8.3%	71,043	615	12,124	17.1%	71,043	760	146
S_P	\$29	5,065	8.0%	5,562	8.8%	63,039	630	10,627	16.9%	63,039	772	142
S_OP	\$21	4,302	10.4%	3,731	9.0%	41,421	497	8,033	19.4%	41,421	684	187
W_SP	\$29	4,590	8.4%	3,963	7.2%	54,681	544	8,553	15.6%	54,681	666	122
W_P	\$23	4,408	10.2%	3,781	8.8%	43,075	538	8,189	19.0%	43,075	717	180
W_OP	\$19	3,288	13.4%	955	3.9%	24,618	503	4,243	17.2%	24,618	607	104
SH_SP	\$32	4,719	7.9%	5,018	8.4%	59,967	577	9,737	16.2%	59,967	709	132
SH_P	\$23	3,917	9.3%	3,278	7.8%	41,948	512	7,195	17.2%	41,948	658	146
SH_OP	\$17	2,806	11.5%	932	3.8%	24,369	464	3,737	15.3%	24,369	552	88

Source: CRA Analysis

Available Economic Capacity in SPP (Plus 10%)

		Pre-Merger						Post-Merger				
Period	Energy Price	Great Plains		Westar		Market Size HHI		Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$58	811	3.9%	1,177	5.6%	20,855	298	1,987	9.5%	20,855	342	44
S_SP2	\$51	1,116	5.1%	1,458	6.6%	21,996	333	2,574	11.7%	21,996	400	67
S_P	\$36	2,226	7.9%	2,327	8.3%	28,163	468	4,553	16.2%	28,163	599	131
S_OP	\$26	1,426	6.3%	1,743	7.6%	22,787	495	3,169	13.9%	22,787	591	96
W_SP	\$35	1,085	3.9%	2,795	10.0%	28,035	495	3,881	13.8%	28,035	572	77
W_P	\$29	1,354	6.1%	1,302	5.9%	22,112	413	2,656	12.0%	22,112	485	72
W_OP	\$23	1,532	8.6%	1,555	8.7%	17,822	372	3,087	17.3%	17,822	522	150
SH_SP	\$39	1,290	5.8%	1,479	6.7%	22,066	360	2,769	12.5%	22,066	438	78
SH_P	\$28	1,286	5.4%	1,637	6.9%	23,788	412	2,923	12.3%	23,788	486	74
SH_OP	\$21	1,253	8.0%	1,116	7.1%	15,728	328	2,369	15.1%	15,728	441	113

Source: CRA Analysis

Economic Capacity in SPP (Plus 10%)

		Pre-Merger						Post-Merger				
Period	Energy Price	Great Plains		Westar		Market Size HHI		Merged		Market Size	HHI	HHI Chg
		MW	Market Share	MW	Market Share			MW	Market Share			
S_SP1	\$58	6,302	8.7%	5,928	8.2%	72,105	605	12,230	17.0%	72,105	748	144
S_SP2	\$51	6,236	8.7%	5,888	8.2%	71,384	610	12,124	17.0%	71,384	754	144
S_P	\$36	6,077	8.8%	5,772	8.4%	68,911	634	11,849	17.2%	68,911	782	148
S_OP	\$26	4,632	8.2%	4,580	8.1%	56,528	613	9,212	16.3%	56,528	746	133
W_SP	\$35	4,969	7.5%	5,770	8.7%	66,614	620	10,740	16.1%	66,614	749	129
W_P	\$29	4,636	8.5%	3,969	7.3%	54,717	544	8,606	15.7%	54,717	667	123
W_OP	\$23	4,453	10.3%	3,870	9.0%	43,041	544	8,323	19.3%	43,041	730	186
SH_SP	\$39	5,326	8.5%	5,018	8.0%	62,404	584	10,344	16.6%	62,404	721	137
SH_P	\$28	4,119	7.6%	4,139	7.6%	54,381	570	8,258	15.2%	54,381	686	115
SH_OP	\$21	3,700	10.0%	3,238	8.8%	36,935	478	6,938	18.8%	36,935	653	176

Source: CRA Analysis

Exhibit J-7

Kansas City Area Congestion and Price Separation Analysis

Q. PLEASE DISCUSS FURTHER THE DECISION NOT TO STUDY ANY SUBMARKETS AS PART OF THE DPT ANALYSIS.

A. This testimony concludes, among other things, that the combination of the electric generating assets owned or controlled by GPE and those owned or controlled by Westar would not have the potential to create or enhance the Applicants' ability to increase prices in the relevant geographic electricity market. We made this determination based on the results of a Delivered Price Test ("DPT"), which assumed that the SPP RTO footprint is the relevant geographic market. Exceptions to the presumption that an RTO is the smallest relevant market occur when a sub-area within an RTO has been defined as a load pocket that needs to be analyzed separately. 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, and the Commission has made no such findings in the case of SPP.

Q. HISTORICALLY, THERE HAVE BEEN PATTERNS OF CONGESTION AROUND KANSAS CITY. SHOULD THE KANSAS CITY AREA BE DESIGNATED AS AN SPP SUBMARKET FOR THE PURPOSES OF MARKET POWER ANALYSIS?

A. No. The Kansas City Area should not be designated as a submarket within SPP for the purposes of market power analyses. Here, we provide the results of analyses of both binding constraint data and day-ahead and real-time Locational Marginal Price ("LMP") data around the Kansas City Area. We conclude that binding constraints are not frequent on the paths between the Kansas City Area and its neighbors, nor does the Kansas City Area see persistent price separation from neighboring areas. These conclusions are in line with those of the independent SPP Market Monitoring Unit ("MMU") that performs similar assessments on an annual basis.¹ Furthermore, the results of these analyses are what we would expect considering the intended impact of recent transmission upgrades in and around Kansas City.

¹ See SPP Open Access Transmission Tariff, Attachment AF, Section 3.1.1.3 (requiring the SPP MMU to examine FCA designations to determine whether current designations continue to be warranted and whether any new areas need to be designated as an FCA).

Q. WHAT DOES BINDING CONSTRAINT DATA TELL US ABOUT WHETHER THE KANSAS CITY AREA SHOULD BE A SUBMARKET WITHIN SPP?

- A. We review binding constraint data for the Kansas City Area using several analysis approaches in order to determine whether the Kansas City Area should be considered a submarket within SPP. We first review the SPP MMU's findings on this topic, which show that the Kansas City Area may have been frequently constrained in the past, but no longer meets SPP's definition of Frequently Constrained Area ("FCA").² We then review binding constraint data on potentially limiting elements around the Kansas City Area, which also shows decreasing incidence of binding constraints over the period between the beginning of the SPP Integrated Marketplace and the present. We supplement the analysis of binding constraints data by examining price correlations between the LMPs of the Kansas City Area and LMPs of neighboring areas and hubs. The results of the aforementioned analysis approaches indicate that the Kansas City Area should not be considered a submarket within SPP.

Q. PLEASE DESCRIBE THE SPP MARKET MONITOR'S REPORTS ON FREQUENTLY CONSTRAINED AREAS.

- A. SPP commissioned report from Potomac Economics in 2013 with the goal of identifying "electrical areas within SPP where one or more transmission constraints are expected to be binding for a significant number of hours. These areas are subject to greater risk of market power abuse than areas that have only occasional and transitory congestion."³ The resulting designated FCAs would be used by SPP in its market mitigation procedures that were to be part of the Integrated Marketplace. In principle, for generation resources inside an FCA, more stringent mitigation measures would be warranted.

The first FCA study in 2013 focused on market data from 2011 and 2012 in the real-time balancing market. This analysis focused on transmission constraints for which there was at least one pivotal supplier, a market participant with the ability to dispatch its resources to cause

² See *id.* at Section 3.1.1 (defining a Frequently Constrained Area as an electrical area with one or more binding transmission constraints or Reserve Zone constraints that are expected to be binding for at least five-hundred (500) hours during a given twelve (12)-month period and within which one or more suppliers are pivotal).

³ Potomac Economics, *Study of Frequently Constrained Areas in the Southwest Power Pool*, "October 2013, p. 1.

a constraint to bind at a given time. Potomac Economics identified primary and secondary constraints in different areas as candidates, and counted the number of hours in which constraints were binding. In the 2013 study, the Kansas City Area was identified as an FCA, with the Iatan – Stranger Creek 345 kV transmission line as the primary constraint (for the loss of St. Joe – Iatan 345 kV line).⁴ This constraint had a pivotal supplier in 1,247 hours during 2012, with a total of 1,389 constrained hours during the same period.⁵ The Lake Road – Alabama 161 kV line was also identified as candidate, though one with less severe binding behavior.⁶

The SPP MMU prepared the 2014 FCA report, rather than Potomac Economics, and all following reports. The SPP MMU revised the definition of an FCA to match that in the SPP Open Access Transmission Tariff (“OATT”): “electrical areas with one or more binding transmission constraints or Reserve Zone constraints that are expected to be binding for at least five-hundred (500) hours during a given twelve (12)-month period and within which one or more suppliers are pivotal.”⁷ To determine which hours had a pivotal supplier, the SPP MMU employed a trigger value of \$25/MWh for the constraint shadow price, which the SPP MMU states accounts for times when there are low-cost resources available within the FCA to prohibit a pivotal supplier from accruing significant benefits by employing a withholding strategy.⁸ The 2014 study looked at the real-time binding constraint data from the period from September 1, 2013 to August 31, 2014. It found that the Lake Road to Alabama constraint had been relieved by development of the Eastowne transformer, which connected a 161 kV

⁴ *Id.* at pp. 5, 9.

⁵ *Id.* at pp. 5, 7.

⁶ *Id.* at p. 9.

⁷ SPP, *SPP Frequently Constrained Areas – 2014 Study*, February 2015, p. 2. (referencing SPP Open Access Transmission Tariff, Attachment AF, Section 3.1.1).

⁸ In the Integrated Marketplace mitigation system, the pivotal supplier threshold value was \$5/MWh at market start, a figure which was used in the 2013 FCA study. The threshold was increased to \$15/MWh on September 1, 2014 and changed from \$15/MWh to \$25/MWh on March 1, 2015. *Id.* at p. 18. *See also*, *SPP Frequently Constrained Areas – 2015 Study*, December 2015, p. 10.

electrical system north of Kansas City to the 345 kV line from St. Joseph to Iatan, effectively relieving all congestion following the in-service date.⁹

Constraints around Kansas City that continued to be addressed in the 2014 report included only the Iatan – Stranger Creek transmission line. Looking at this constraint, the SPP MMU then counted the number of binding hours (999) and the number of those hours during which the constraint is susceptible to the exercise of market power by a pivotal supplier. The constraint met both criteria in 79 hours (with a \$15/MWh impact as the trigger), well below the 500 hour threshold in SPP’s FCA definition.¹⁰ The SPP MMU also performed a sensitivity analysis with trigger values of \$5/MWh (175 hours) and \$25/MWh (58 hours), finding that neither alternative analysis met the 500 hour threshold.¹¹ Furthermore, the SPP MMU found that even in the most conservative case (\$5/MWh trigger), the percentage of binding hours with a pivotal supplier dropped to 18 percent in 2014 from the 2013 study result of 94 percent.¹² Accordingly, the SPP MMU stated, “The conclusions regarding the Kansas City candidate FCA are equally unambiguous; the Kansas City Area does not warrant continued designation as a Frequently Constrained Area.”¹³

The 2015 FCA report covered the period from September 1, 2014 to August 31, 2015. For this period, the SPP MMU notes continued reductions in both the number of hours when there are binding constraints around Kansas City, and in the number of those hours with a pivotal supplier.¹⁴ The total number of hours with a binding constraint at Iatan – Stranger Creek fell to 668 during the study period, with only 36 hours hitting the \$25/MWh price trigger for having

⁹ SPP, *SPP Frequently Constrained Areas – 2014 Study*, February 2015, p. 12.

¹⁰ *Id.* at p. 5.

¹¹ *Id.*

¹² *Id.* at p. 6.

¹³ *Id.*

¹⁴ SPP, *SPP Frequently Constrained Areas – 2015 Study*, December 2015, Figure 3-8 at p. 21.

a pivotal supplier.¹⁵ The SPP MMU concluded that it was appropriate to maintain its recommendation to no longer consider the Kansas City Area an FCA.¹⁶

The 2016 FCA report did not include analysis of Kansas City as an FCA. Rather, the SPP MMU comments that Kansas City was removed, in January 2015, from the list of FCAs by the SPP Board of Directors.¹⁷ The only other mention of Kansas City in the 2016 FCA study is the comment that, “[t]his study does not explore benefits or impacts due to factors such as transmission expansion or Market-to-Market (M2M), however congestion in the Kansas City area has decreased over the years and could be a result of these.”¹⁸

Q. WHAT CAN BE LEARNED FROM THE SPP MARKET MONITOR’S REPORTS ON FREQUENTLY CONSTRAINED AREAS?

- A. The FCA reports commissioned or published by SPP between 2013 and 2016 illustrate a trend towards congestion relief around the Kansas City Area. Early in this period, there were indicators that the Kansas City Area might be considered a load pocket that warranted treatment as a submarket. However, developments on the surrounding transmission system have served to relieve transmission constraints in the area. This change is reflected in the MMU’s unambiguous finding that the Kansas City Area no longer warrants designation as an FCA, and further supported by the SPP Board’s acceptance of this finding. In order to confirm that Kansas City should not be considered a submarket of SPP, we have repeated and expanded the analysis performed in the FCA reports.

¹⁵ *Id.* at Figures 3-7 through 3-9 at pp. 20-21.

¹⁶ *Id.* at p. 5-8 (concluding that the Kansas City Area is “well below the 500 hour threshold and do[es] not warrant designation [as an FCA]”). The SPP MMU also notes that “Kansas City’s proximity to the eastern seam of the footprint exacerbates the congestion issues in the area. Market-to-Market (M2M) coordination with MISO should alleviate some of the congestion but the full impacts of market-to-market coordination are not captured in the study period.” *Id.*, p. 14.

¹⁷ SPP, *SPP Frequently Constrained Areas – 2016 Study*, December 2016, p. 1.

¹⁸ *Id.*, p. 15.

Q. DID YOU PERFORM ANY ADDITIONAL ANALYSIS OF THE TYPE USED TO SUPPORT THE FINDINGS IN THE FREQUENTLY CONSTRAINED AREAS REPORTS?

Yes. The above discussion represents a clear finding by a reputable entity that the Kansas City Area should not be considered a submarket within SPP. However, to further bolster this position, we have replicated the MMU's analysis and carried it through to July 2017, the latter being a period for which the MMU has not yet published results. Furthermore, we have looked at day-ahead binding constraints, a data set that has not been discussed in the MMU's annual reports. We find that further analysis provides that, in a more recent study period, there is even stronger evidence to support that the Kansas City Area should not be designated as an FCA or an SPP submarket.

To assess the prevalence of binding constraints in the day-ahead market, we used data from the SPP Integrated Marketplace Portal. We examined the period dating from the start of the Integrated Marketplace, March 2014, through the end of July 2017. Our focus was on the Iatan – Stranger Creek line as the monitored facility, which was the constraint that had been identified as a concern in the FCA studies. The data suggests that the contingent facility for this constraint changed designations from the St. Joe – Hawthorn 345kV line to the Nashua – Hawthorn 345 kV line after November 2015.¹⁹ Accordingly, our analysis accounts for the change in constraint definition in the middle of the analysis period.

Figure 1 shows the frequency of binding constraints at the Iatan – Stranger Creek facility, in the day-ahead market, by the date and shadow price of the constraint. Since the beginning of the Integrated Marketplace, it is clear that this constraint has bound less frequently and less severely over time. In fact, this constraint has bound in only 45 hours across the last 12 months of data (0.51 percent of hours). In 2017 to date, the constraint in question bound in only 39 of 5,088 hours (0.77 percent of hours). Moreover, the average shadow price during hours in which the constraint bound fell from \$18.09/MWh in 2014 to \$6.56/MWh in 2015 to \$4.14/MWh in 2016, while increasing to \$10.15 in 2017 to date.

¹⁹ This shows up in the data as a change in constraint name from IATSTRSTJHAW to IATSTRNASHAW.

Figure 1: Iatan - Stranger Creek, shadow price of binding constraint hours in day-ahead

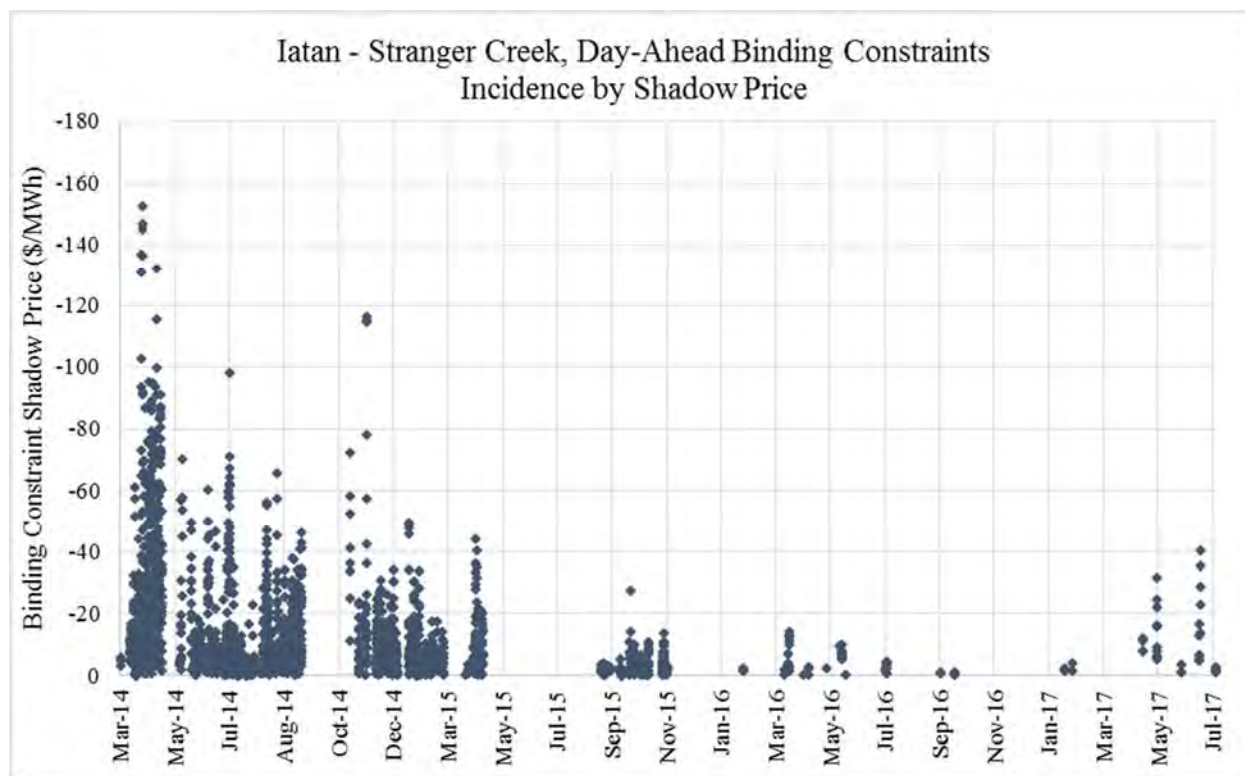
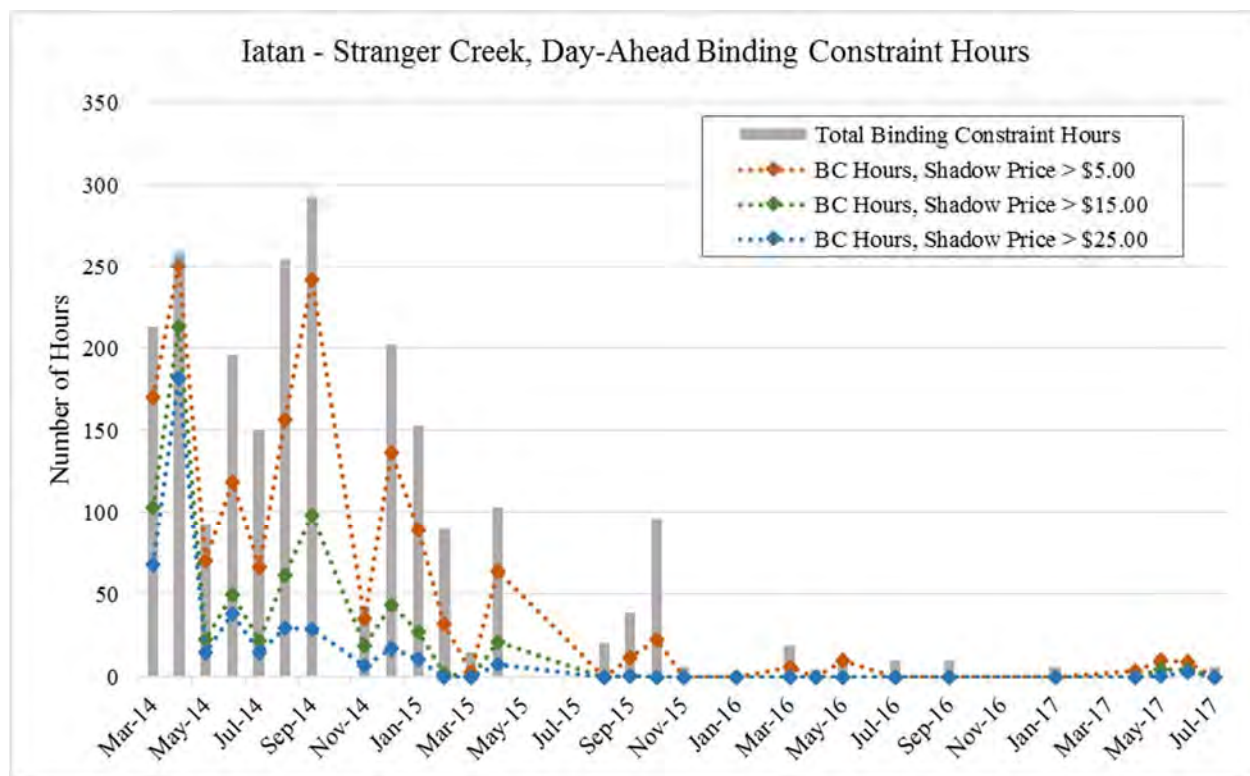


Figure 2 breaks down the same data by month, looking more specifically at the number of hours during which the Iatan – Stranger Creek facility experiences binding constraints and whether certain shadow price levels were reached. Again, we see the clear trend in the diminishing frequency and magnitude of binding constraints. We are also able to observe more clearly how few hours meet even the most conservative of the trigger prices considered by the SPP MMU, the \$5/MWh threshold. In the most recent 12 months of data, there have only been 23 such hours when the constraint bound at that level. At either of the higher levels discussed, which are likely more accurate indicators of when there is incentive to exercise market power and unavailable low cost relief, there have been only 10 hours during that period when the constraint bound and the shadow price exceeded \$15/MWh or \$25/MWh.

Figure 2: Iatan - Stranger Creek, frequency of binding constraint hours in day-ahead



We performed the same analysis – using the same data source – to assess the frequency and severity of binding constraints in the real-time market. While real-time data is available prior to March 2014, when the Energy Imbalance Service (“EIS”) market was in effect, we do not include data from this period prior to the implementation of the Integrated Marketplace. The rules and market dynamics of the Integrated Marketplace are sufficiently different from the EIS market, rendering comparison across the two periods inappropriate. Furthermore, market power concerns in a merger proceeding are forward looking; therefore, referencing data from a market paradigm that is no longer in effect would have little value.

The results of the real-time binding constraint analysis are shown in Figure 3 and Figure 4. This analysis shows the same trends and results as those from the day-ahead market data. Binding constraints were more common in 2014 and early 2015, but have fallen significantly since then to much lower levels, and have persisted at those low levels. Similar to the reduced constraints in day-ahead data, the real-time data for 2017 through July shows 51 hours (1.01 percent of hours) in which constraints have bound across the Iatan – Stranger Creek line, and 42 hours (0.83 percent of hours) in which the shadow price across that constraint exceeded the

\$5/MWh level, the lowest threshold considered. Furthermore, there were only 27 hours in which the shadow price across that constraint exceeded \$25/MWh in any one 5-minute period.

Figure 3: Iatan - Stranger Creek, shadow price of binding constraint hours in real-time

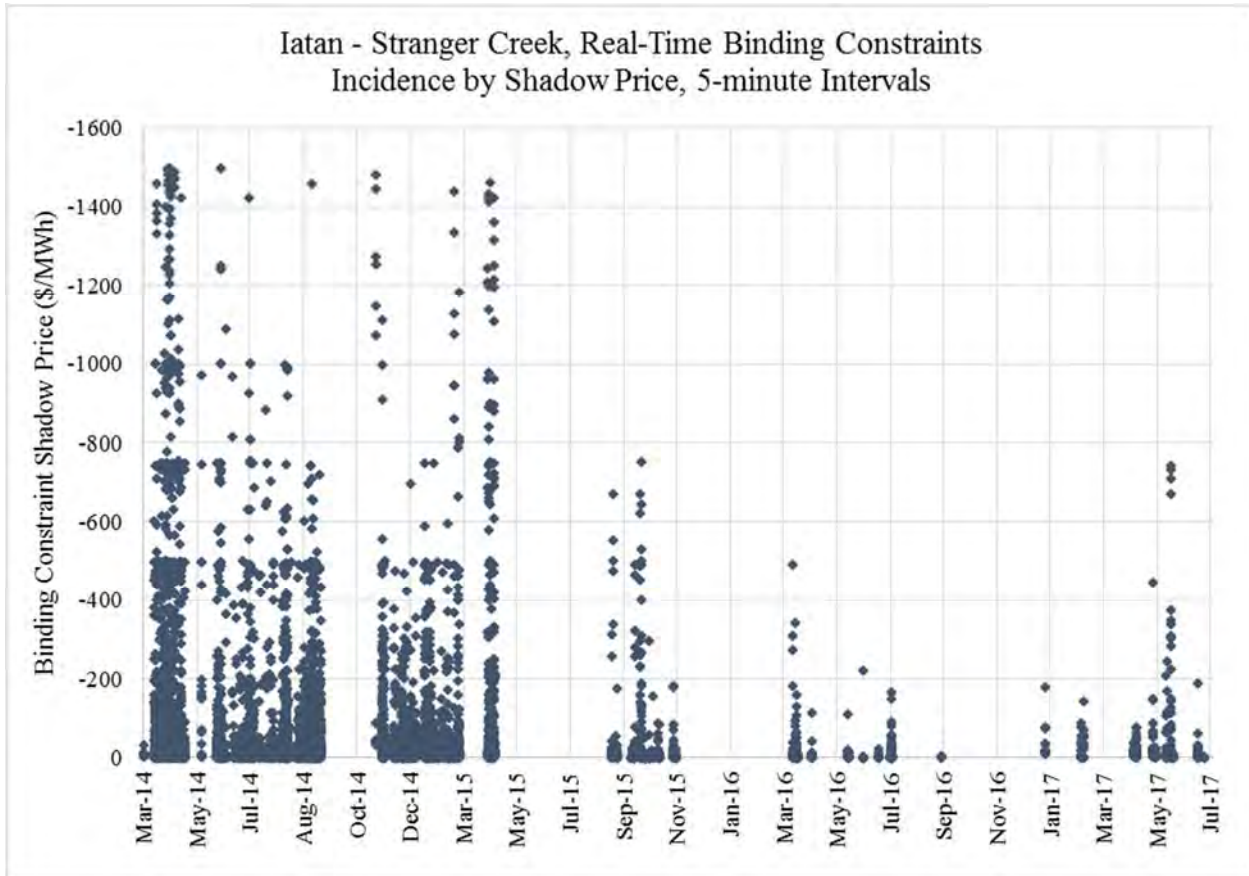
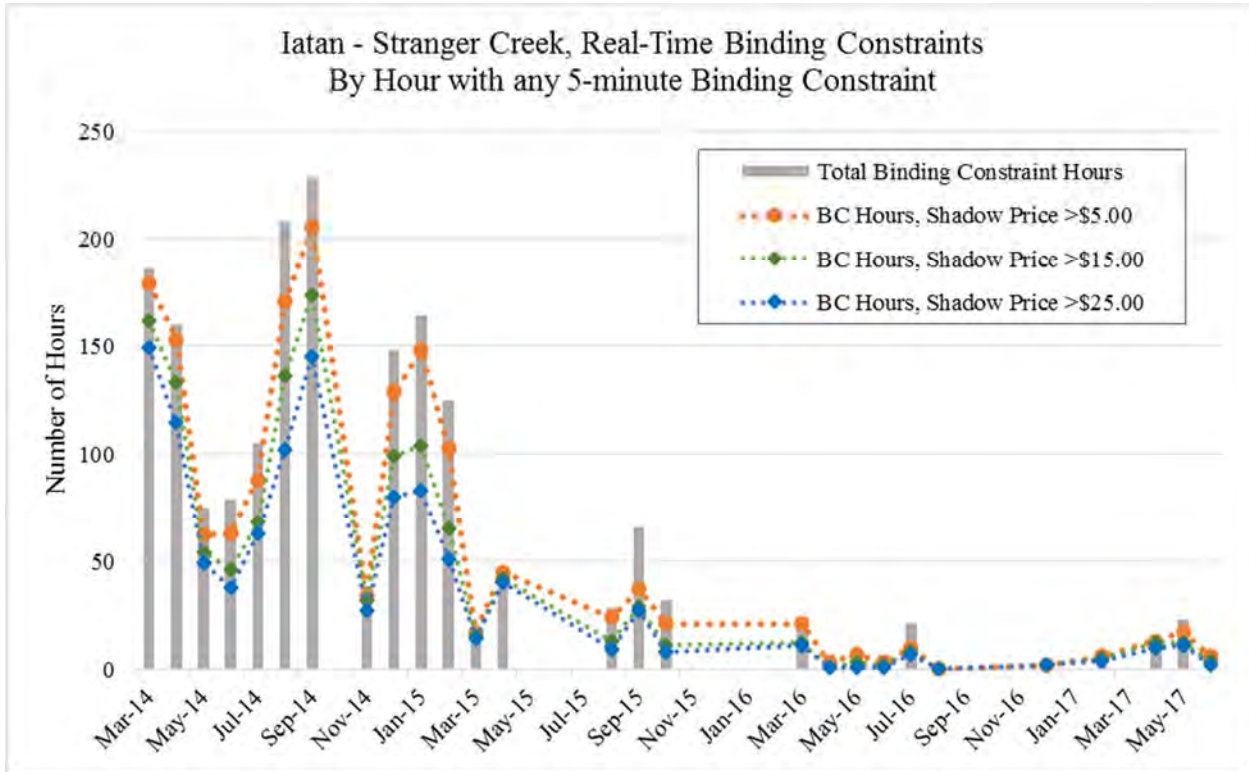


Figure 4: Iatan - Stranger Creek, frequency of binding constraint hours in real-time, by hour with any 5-minute binding interval



Q. WHAT DO YOU CONCLUDE FROM YOUR ANALYSIS OF BINDING CONSTRAINT DATA?

- A. Based on our analyses of binding constraint data for the Kansas City Area in the period since the start of the Integrated Marketplace, we conclude that there is no evidence to suggest that the Kansas City Area is a submarket within SPP. In line with the findings of the SPP MMU, binding constraints were formerly more frequent on the Iatan – Stranger Creek line. Even then, they did not rise to the level that the SPP MMU would consider them frequently constrained based on conservative criteria consistent with the SPP OATT. Moreover, the frequency and magnitude of such constraints have fallen in recent years. Binding constraints around the Kansas City Area are uncommon and, in cases where constraints do bind, relatively mild. As we will discuss later, these changes result from transmission system upgrades that provide long term relief by strengthening or expanding congested elements.

Q. DID YOU PERFORM ADDITIONAL ANALYSIS OF WHETHER THE KANSAS CITY AREA SHOULD BE A SUBMARKET WITHIN SPP?

- A. Yes. We present two additional sets of information showing that the Kansas City Area is not a submarket within SPP. This information complements the analysis of day-ahead and real-time binding constraints and supports the same conclusions. First, we address whether LMPs in SPP and the Kansas City Area demonstrate the kind of price separation that would be expected in the case of a submarket. Second, we describe completed and planned transmission upgrades made around the Kansas City Area that inform the observed analytical results. Note that, for the purposes of the analyses using LMP data, we refer to the “KCP&L area” to more precisely capture the geographic footprint to which the LMPs are relevant.²⁰

Q. PLEASE DESCRIBE THE ANALYSIS YOU PERFORMED OF LMP SEPARATION BETWEEN KCP&L AREA AND NEIGHBORING AREAS.

- A. As described above, another approach to analyzing whether an area within an RTO is appropriately considered a submarket is to look at price separation. If there is persistent congestion indicative of a load pocket, one would expect to see prices deviate in the congested area and be higher than the rest of the market. To check this, we compared the average electricity prices in the KCP&L area with three representative neighboring pricing zones and the two SPP hubs. Table 7 shows the results of this comparison across both the day-ahead and real-time markets, summer and winter seasons, and peak and off-peak time periods. Table 8 shows the percent differences between the KCP&L area and the other pricing points. Note that the KCP&L area and the representative surrounding areas that we selected (from north to south: Omaha Public Power District, “OPPD”; Westar; Empire District Electric, “Empire”) fall geographically between the SPP North and SPP South trading hubs.

We do observe some price variation across the different areas within SPP. However, the patterns, as they relate to the KCP&L area, do not indicate the kind of price separation associated with a load pocket. First, LMPs are generally higher as you move south within SPP.

²⁰ For LMPs to represent the “Kansas City Area,” we used LMP data for the KCP&L aggregate pricing node. Thus, for the purposes of the LMP-related analyses, we refer to it as the “KCP&L area.” This shows up in the LMP data available on the SPP Integrated Marketplace Portal under the Settlement Location “KCPL_KCPL” and Pnode “KCPL_LA.” For neighboring pricing areas, we used analogous LMP data.

This reflects, among other things, the prevalence of low-cost wind generation in western and northern SPP. Prices in the KCP&L area are aligned with the north-south trend within SPP. Second, we do not see large spreads between the KCP&L area and surrounding areas that would indicate a possible submarket in the Kansas City Area. While prices are higher in the KCP&L area than north in the OPD area, they are also lower than prices south in the Empire area. Most importantly, prices are nearly identical between the Westar area and the KCP&L area, which is significant because most transfers between the KCP&L area and the rest of SPP flow between those two areas and that is where we would expect to see the most price separation if the Kansas City Area were indeed a load pocket. Overall LMP trends appear more driven by geographical location and associated generation resources than specific transmission constraints between areas.

**Table 7: Average Electricity Price by Time Period,
Organized from North to South, Mar-2014 to Sep-2016 (\$/MWh)**

Area	Day-Ahead				Real-Time			
	Summer		Winter		Summer		Winter	
	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak
SPP North Hub	29.22	18.94	24.09	17.15	28.15	16.91	23.98	15.17
OPPD Zone	29.54	19.20	24.40	17.44	28.48	17.22	24.41	15.52
Westar Zone	31.77	21.23	26.40	19.03	30.68	20.56	26.52	18.39
KCPL Zone	32.29	21.29	27.57	19.85	31.15	20.84	27.85	19.45
Empire Zone	34.14	23.84	30.26	23.83	33.17	23.22	30.31	23.73
SPP South Hub	34.92	25.30	30.36	24.15	34.29	25.17	30.57	24.08

**Table 8: Percent Difference in Average Electricity Price by Time Period,
Organized from North to South, Mar-2014 to Sep-2016**

Area	Day-Ahead				Real-Time			
	Summer		Winter		Summer		Winter	
	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak
SPP North Hub	-9%	-11%	-13%	-14%	-10%	-19%	-14%	-22%
OPPD Zone	-9%	-10%	-12%	-12%	-9%	-17%	-12%	-20%
Westar Zone	-2%	0%	-4%	-4%	-2%	-1%	-5%	-5%
KCPL Zone	---	---	---	---	---	---	---	---
Empire Zone	6%	12%	10%	20%	7%	11%	9%	22%
SPP South Hub	8%	19%	10%	22%	10%	21%	10%	24%

Q. PLEASE DESCRIBE ANY ANALYSIS COMPLEMENTARY TO THE PRICE SEPARATION ANALYSIS DESCRIBED ABOVE.

- A. To complement the analysis of price separation, we also looked at price correlations. If an area is indeed a load pocket, we would expect price deviations to be joined by a lack of correlation between prices inside and outside the load pocket; as congestion binds at the edge of an area, prices would diverge (i.e., separate) without corresponding (and correlated) changes outside the area. These price deviations would result in low correlations between the LMPs inside a load pocket and the LMPs in the rest of the market, whereas highly correlated LMPs would be expected for different areas within a single market. Accordingly, we analyzed the correlations between LMPs in the KCP&L area and its neighboring areas. We performed this computation for both the day-ahead and real-time markets with data starting from the beginning of the Integrated Marketplace (March 1, 2014) and running through the end of July 2017.

To present the results of our analysis, we created correlation coefficient matrixes. In each matrix, each cell shows the correlation coefficient between the variables in the row and column headers associated with that cell. Again, if the other pricing areas within SPP show high correlation coefficients with each other but not with the KCP&L area prices, that would indicate that the Kansas City Area is a separate submarket. That is unambiguously not the case here. However we look at the LMP data, the correlation among the pricing points is very high. Focusing on the correlation coefficients for the six pricing points below – including KCP&L area, its neighbors, and the two major SPP hubs – it is clear that they are all part of the same market. In the day-ahead market, where the majority of power is settled, the KCP&L area has a correlation coefficient of 0.96 with Westar, 0.88 with OPPD, and 0.89 with Empire, the areas surrounding KCP&L to the West, North, and South, respectively. KCP&L is also highly correlated with both SPP trading hubs. A correlation coefficient of 1 would indicate a perfect linear relationship between the two price series. Table 9 shows these results across all hours.

Table 9: Day-Ahead Correlation Coefficient Matrix, Mar-2014 to Jul-2017, All Hours

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.96	1.00				
OPPD Area	0.88	0.91	1.00			
Empire Area	0.89	0.88	0.84	1.00		
SPP North Hub	0.88	0.91	1.00	0.84	1.00	
SPP South Hub	0.90	0.90	0.85	0.91	0.84	1.00

$n = 29,972$

In the real-time balancing market, the correlation coefficients are still quite high, although slightly lower than the day-ahead market. This was expected, as the real-time market is generally more volatile than the day-ahead market and clears only a fraction of the energy volumes as the day-ahead market. Nonetheless, as shown in Table 10, the real-time correlation coefficients tell the same story; correlation is sufficiently high to indicate all six pricing points should be considered part of the same market.

Table 10: Real-Time Correlation Coefficient Matrix, Mar-2014 to Jul-2017, All Hours

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.94	1.00				
OPPD Area	0.80	0.84	1.00			
Empire Area	0.85	0.83	0.76	1.00		
SPP North Hub	0.80	0.84	0.98	0.75	1.00	
SPP South Hub	0.88	0.89	0.80	0.84	0.81	1.00

$n = 29,972$

Q. DID YOU BREAK THE CORRELATION ANALYSIS DOWN INTO SHORTER TIME PERIODS TO ENSURE THE LARGE TIME PERIOD WAS NOT MASKING PRICE SEPARATION?

A. Yes. To further analyze SPP electricity price correlations, we broke down the data from Table 9 and Table 10 into various time periods to ensure there were not more granular time periods during which there was distinct separation between the six pricing points analyzed. We reviewed day-ahead and real-time correlations during summer (May-October), winter (November-April), peak (5x16 strip), and off-peak (5x8 plus 2x24 strip) hours. All of these correlation tables can be found in Appendix A. During none of these periods did we observe

correlation coefficients that are meaningfully lower than those shown in Table 9 and Table 10. In conclusion, our assessment of pricing correlations further suggests that the Kansas City Area should not be considered a separate submarket within SPP.

Q. PLEASE SUMMARIZE YOUR CONCLUSIONS FROM THE PRICE SEPARATION AND PRICE CORRELATION ANALYSES.

- A. We conclude that the price separation and price correlation analyses support the decision not to model the Kansas City Area as a submarket. First, the price separation analysis shows that percent difference between KCP&L and the surrounding zones and hubs in average electricity prices for the day-ahead and real-time market, summer and winter seasons, and peak and off-peak periods does not indicate the existence of a load pocket. The results show a price gradient from north to south that reflect the existence of lower cost wind generation in northern and western areas of SPP. In addition, the small spread between KCP&L and Westar average prices further substantiate the absence of a submarket in the Kansas City Area, particularly given that the percent difference in average prices between these adjacent zones is, at most, five percent (in the winter off-peak period). Second, the price correlation analysis shows no indication of a load pocket in the Kansas City Area. KCP&L shows strong correlation with the surrounding zones and hubs with correlation coefficients ranging from 0.88 to 0.96 for all hours in the day-ahead market and from 0.80 to 0.95 for all hours in the real-time market. Furthermore, additional inspection of shorter time periods – such as summer and winter seasons and peak and off-peak periods – did not show any significant price separation between the KCP&L zone and the surrounding zones and hubs.

Q. IS THERE ANY OTHER EVIDENCE THAT INFORMS THE DECISION OF WHETHER OR NOT TO MODEL THE KANSAS CITY AREA AS A SUBMARKET WITHIN SPP?

- A. Yes. There is other evidence particularly related to transmission developments designed to reduce congestion in the geography in question that further substantiates the decision not model the Kansas City area as a submarket within SPP. In addition to the quantitative analysis of binding constraints on the transmission system around Kansas City and of day-ahead and real-time LMP price correlations, we observe that KCP&L (and its affiliate Transource Missouri, LLC) has been making regular upgrades to its transmission system that materially impact

market outcomes and inform the underlying causes behind our analytical results. Of course, physical system upgrades are reflected in changes to economic and operating indicators like congestion and binding constraints. These changes influence trends observed in analyses like those we have described here, and provide insight into whether the observed reduction in frequency of binding constraints should persist in the future, or perhaps only reflect cyclical indicators like fuel price or weather patterns. Specifically, transmission system upgrades to constrained pathways should – as they are intended to – provide systematic, long-term relief to congestion. Such relief is different from other drivers of binding constraints and congestion, like mild weather or relative generator economics, which can be cyclical and affect only temporary congestion relief. Here, relevant upgrades include:

- Eastowne Transformer upgrade (completed May 2014)
- Iatan–Nashua 345 kV transmission line (energized April 2015)
- Mullin Creek–Sibley 345kV transmission line and station (energized December 15, 2016)²¹

Particularly across the time period examined, the effects of the Iatan-Nashua transmission line upgrades in particular are observable and have clearly resulted in persistent reductions in binding constraints in the Kansas City Area. As shown in Figures 1-4, following the April 2015 addition of the Iatan–Nashua 345 kV transmission line, congestion has practically disappeared in the Kansas City Area, with constraints binding only 1.26 percent of hours in day-ahead and 1.22 percent of hours in real-time, and with constraints binding *and* price separation of greater than \$5/MWh occurring in only 0.36 percent and 0.83 percent of those hours, respectively.²²

We are also aware that additional upgrades will be put into service around Kansas City in 2019. These upgrades are expected to continue to reduce congestion around the Kansas City Area. However, we will not address such upgrades here, as they are several years into the future and the analysis of the impact of upgrades that have already been made is sufficient to confirm that

²¹ See “Transource Transmission Project Energized in Missouri,” American Electric Power, *available at*, <https://www.aep.com/newsroom/newsreleases/?id=1970> (last accessed August 31, 2017).

²² These calculations consider data from May 1, 2015 – Sept 30, 2016.

the Kansas City Area is not, in fact, a load pocket that should be categorized as a submarket within SPP.

Q. WHAT DO YOU CONCLUDE FROM YOUR VARIOUS ANALYSES WITH RESPECT TO WHETHER THE KANSAS CITY AREA SHOULD BE A SUBMARKET WITHIN SPP?

A. Based on the analyses described above, we find significant evidence supporting the conclusions that the Kansas City Area is *not* appropriately considered a submarket within SPP. The four elements of our analysis, all of which support this conclusion, are summarized as follows:

- A review of the SPP MMU's FCA reports reveals an "unambiguous" finding that the Kansas City Area should no longer be considered a Frequently Constrained Area.
- A duplication and update of analysis on binding constraints around the Kansas City Area – the type of analysis relied on in SPP's annual FCA report – reveals frequent binding constraints through early 2015, with significant declines in all following periods.
- An analysis of LMP correlation reveals strong price correlation between the KCP&L zone and the surrounding zones and hubs in SPP, showing no evidence of a submarket that would be evidenced by LMPs diverging inside and outside the Kansas City Area.
- A review of transmission system upgrades on previously constrained pathways provides additional insight into the results of the other analyses performed here and supports the conclusion that reductions in congestion and binding constraints are likely to persist.

Accordingly, we have not included a delivered price test sensitivity study of the Kansas City Area submarket. We continue to believe that the appropriate destination market for the DPT is the full SPP footprint and it is unnecessary to study any submarkets for the purposes of the instant application.

Appendix A: Correlation Coefficient Matrixes for Alternative Time Periods

Table 11: Day-Ahead Correlation Coefficient Matrix, May-2014 to Jul-2017, Summer (May – October)

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.94	1.00				
OPPD Area	0.88	0.92	1.00			
Empire Area	0.93	0.93	0.89	1.00		
SPP North Hub	0.88	0.92	1.00	0.88	1.00	
SPP South Hub	0.90	0.91	0.85	0.92	0.84	1.00

n = 15,456

Table 12: Day-Ahead Correlation Coefficient Matrix, Mar-2014 to Jul-2017, Winter (November – April)

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.97	1.00				
OPPD Area	0.88	0.90	1.00			
Empire Area	0.86	0.83	0.80	1.00		
SPP North Hub	0.88	0.90	1.00	0.79	1.00	
SPP South Hub	0.89	0.88	0.84	0.89	0.83	1.00

n = 14,516

Table 13: Day-Ahead Correlation Coefficient Matrix, Mar-2014 to Jul-2017, Peak

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.93	1.00				
OPPD Area	0.83	0.89	1.00			
Empire Area	0.90	0.89	0.85	1.00		
SPP North Hub	0.83	0.89	1.00	0.84	1.00	
SPP South Hub	0.88	0.90	0.83	0.91	0.82	1.00

n = 13,952

Table 14: Day-Ahead Correlation Coefficient Matrix, Mar-2014 to Jul-2017, Off-Peak

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.97	1.00				
OPPD Area	0.89	0.91	1.00			
Empire Area	0.84	0.81	0.78	1.00		
SPP North Hub	0.89	0.91	1.00	0.77	1.00	
SPP South Hub	0.87	0.86	0.81	0.87	0.80	1.00

*n = 16,020***Table 15: Real-Time Correlation Coefficient Matrix, Mar-2014 to Sep-2016, Summer**

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.92	1.00				
OPPD Area	0.79	0.85	1.00			
Empire Area	0.85	0.84	0.77	1.00		
SPP North Hub	0.80	0.86	0.99	0.78	1.00	
SPP South Hub	0.88	0.90	0.80	0.85	0.81	1.00

*n = 15,456***Table 16: Real-Time Correlation Coefficient Matrix, Mar-2014 to Sep-2016, Winter**

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.96	1.00				
OPPD Area	0.81	0.84	1.00			
Empire Area	0.84	0.82	0.75	1.00		
SPP North Hub	0.80	0.83	0.98	0.73	1.00	
SPP South Hub	0.88	0.89	0.80	0.83	0.82	1.00

n = 14,516

Table 17: Real-Time Correlation Coefficient Matrix, Mar-2014 to Sep-2016, Peak

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.95	1.00				
OPPD Area	0.86	0.90	1.00			
Empire Area	0.89	0.88	0.83	1.00		
SPP North Hub	0.85	0.89	0.98	0.82	1.00	
SPP South Hub	0.90	0.91	0.84	0.87	0.87	1.00

$n = 13,952$

Table 18: Real-Time Correlation Coefficient Matrix, Mar-2014 to Sep-2016, Off-Peak

	KCPL Area	Westar Area	OPPD Area	Empire Area	SPP North Hub	SPP South Hub
KCPL Area	1.00					
Westar Area	0.92	1.00				
OPPD Area	0.64	0.71	1.00			
Empire Area	0.75	0.72	0.59	1.00		
SPP North Hub	0.66	0.72	1.00	0.59	1.00	
SPP South Hub	0.84	0.84	0.69	0.76	0.69	1.00

$n = 16,020$

Exhibit K: Maps

Below is a map showing the combined service territories of the Applicants' regulated utilities.

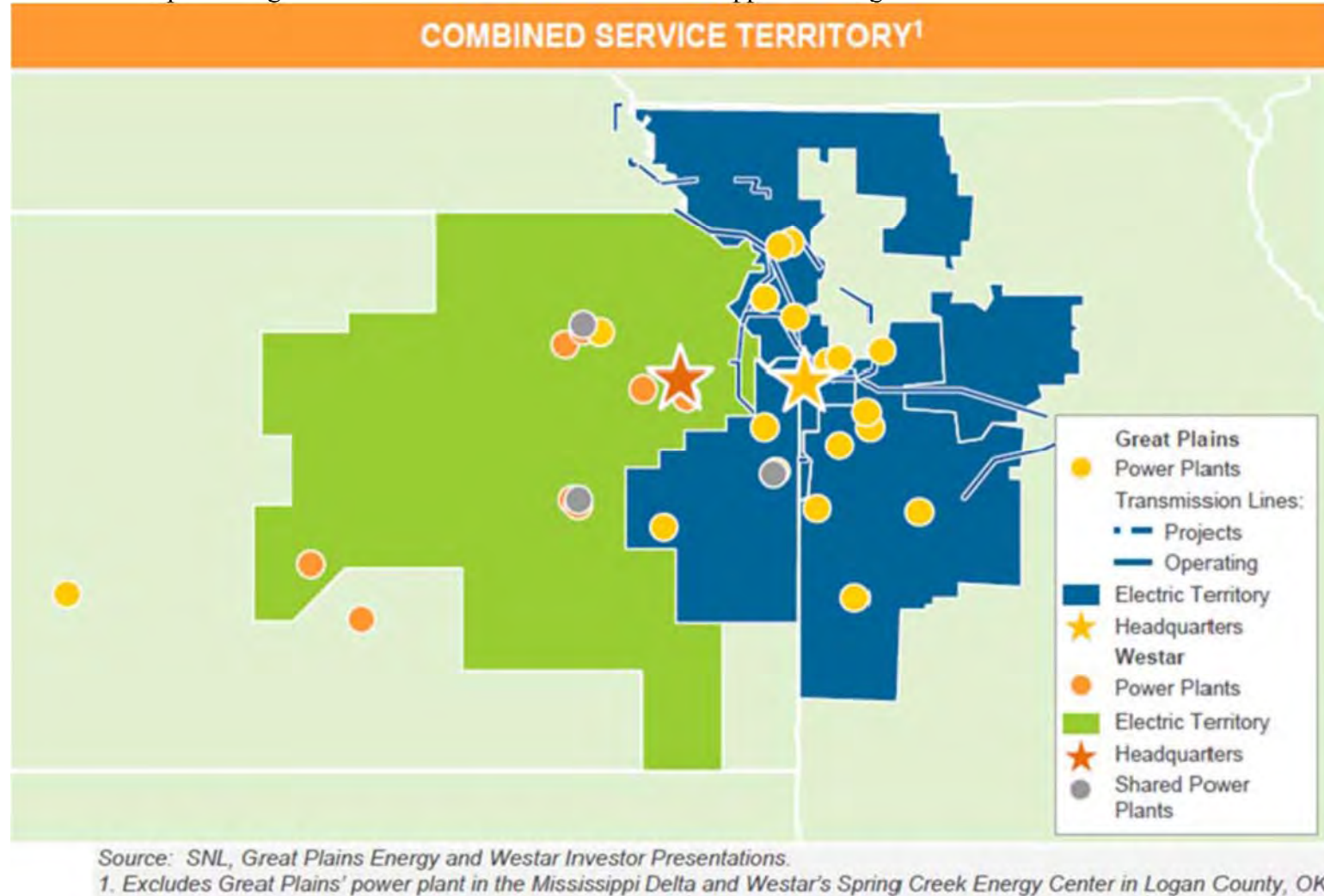


Exhibit L: Status of Regulatory Actions and Orders

The following approvals or clearances are required for the Proposed 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

Missouri Public Service Commission

Exhibit M: Cross-Subsidization

The Commission's Merger Regulations require that Section 203 applicants explain that the 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 Proposed Transaction is a 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 Proposed 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 Proposed Transaction is merger of equals 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 Proposed Transaction or in the future. The Regulated Companies will continue to operate as regulated utilities under their existing Commission-approved rates. After the Proposed Transaction, the Regulated Companies will continue to own and operate the jurisdictional facilities that they owned and operated prior to the Proposed 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 Proposed Transaction or in the future.

C. New Pledge or Encumbrance

The Proposed 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 Proposed Transaction or in the future.

D. New Affiliate Contracts

The Proposed Transaction does not provide for any new contracts between any of the Regulated Companies and any unregulated affiliate in connection with the Proposed Transaction, other than non-power goods and services agreements, either at the time of the Proposed 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 Proposed Transaction will not result in, at the time of the Proposed 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.