October 24, 2013

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

Re:  *Southwest Power Pool, Inc.*, Docket No. ER14-___
Submission of Network Integration Transmission Service Agreement and Network Operating Agreements

Dear Secretary Bose:


The Seventh Revised KCPL-GMO Agreements modify and supersede the Service Agreement and NOAs between the Parties accepted by the Commission on October 22, 2013, in Docket No. ER13-2281-000. SPP is submitting this filing because the Seventh Revised KCPL-GMO Agreements include

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1 The Seventh Revised KCPL-GMO Service Agreement, Seventh Revised KCPL-GMO NOA, and Seventh Revised Westar NOA are referred to collectively as the “Seventh Revised KCPL-GMO Agreements,” and SPP, KCPL-GMO, and Westar are referred to collectively as “the Parties.” The Seventh Revised KCPL-GMO Agreements are designated as Seventh Revised Service Agreement No. 1765.

2 See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-2281-000 (Oct. 22, 2013) (“October Letter Order”). The agreements referenced in the October Letter Order are referred to collectively as the “Sixth Revised KCPL-GMO Agreements” and individually as the “Sixth Revised KCPL-GMO Service Agreement”, “Sixth Revised KCPL-GMO NOA”, and the “Sixth Revised Westar NOA.”
terms and conditions that do not conform to the standard forms of service agreements set forth in the SPP Open Access Transmission Tariff (“SPP Tariff”).

I. Description of, and Justification for, the Non-Conforming Language in the Seventh Revised KCPL-GMO Agreements

Since the October Letter Order, the Parties updated the network resource information in Appendix 1 to the Sixth Revised KCPL-GMO Service Agreement. To facilitate these changes, the Parties executed the Seventh Revised KCPL-GMO Service Agreement, which is submitted herein along with the Seventh Revised KCPL-GMO NOA and the Seventh Revised Westar NOA, as the Seventh Revised KCPL-GMO Agreements. While the changes that necessitated the execution of the Seventh Revised KCPL-GMO Agreements conform to the pro forma Agreements, the Seventh Revised KCPL-GMO Agreements retained the non-conforming language from the Sixth Revised KCPL-GMO Agreements described below.

First, included as Attachment B to the Seventh Revised KCPL-GMO Service Agreement is an Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load between SPP and KCPL-GMO (hereinafter the “Missouri Agreement”). The Missouri Agreement was negotiated as part of the Missouri Public Service Commission proceeding, Case No. EO-2009-0179, to allow KCPL-GMO to transfer functional control of its transmission facilities to SPP. SPP filed, and the Commission accepted the Missouri Agreement in Docket No. ER09-1004-000. The principal purpose of the Missouri Agreement is to detail the rates, terms, and conditions that will or will not apply to KCPL-GMO’s bundled retail load. Therefore, the Missouri Agreement is attached to the Seventh Revised KCPL-GMO Service Agreement, and the Seventh Revised KCPL-GMO NOA and the Seventh Revised Westar NOA contain language referencing the Missouri Agreement. Specifically, Sections 2.0 and 3.0 and Section 8.1 of Attachment 1 of the Seventh Revised KCPL-GMO Service Agreement contain language specifying the applicability of the Missouri Agreement to the provision of service under the Seventh Revised KCPL-GMO Service Agreement. Similarly, Section 13.0 of both the Seventh Revised KCPL-GMO NOA and the Seventh Revised Westar NOA includes language clarifying that Billing and Payments shall be in accordance with the Missouri Agreement. Finally, Section 3.0 of the Seventh Revised KCPL-GMO Service Agreement, Section 17.0 of both the Seventh Revised KCPL-GMO NOA and the Seventh Revised Westar NOA includes language stating that, when there are conflicts between the NOA and the SPP Tariff, the SPP Tariff shall control except with regard to the provisions of the Missouri Agreement. The Commission has accepted

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3 See SPP Tariff at Attachment F (“pro forma Service Agreement”) and Attachment G (“pro forma NOA”), collectively “the pro forma Agreements.”

identical revisions incorporating references to similar agreements for bundled retail load in other Service Agreements and NOAs submitted by SPP.\(^5\)

Second, the Seventh Revised KCPL-GMO Service Agreement contains Section 8.4.5 of Attachment 1 clarifying that the delivery points listed in Appendix 3 that are attached to Westar’s Transmission and Distribution System, will remain in the Westar Balancing Area until such time as these delivery points are pseudo-tied and the loads are transferred to the KCPL-GMO Balancing Area. Section 8.4.5 of Attachment 1 also specifies how ancillary services will be provided for these delivery points prior to and following the transfer of these delivery points to the KCPL-GMO Balancing Area. The Commission previously has accepted Service Agreements submitted by SPP with similar language.\(^6\)

Third, Section 8.6 of Attachment 1 of the pro forma Service Agreement contains a fill-in-the-blank provision for Real Power Losses – Distribution. In Section 8.6 of Attachment 1 of the Seventh Revised KCPL-GMO Service Agreement, the Parties specify that “[t]he Network Customer shall replace all distribution losses in accordance with Westar Energy’s Open Access Transmission Tariff, Section 28.5, based upon the location of each delivery point meter located on distribution facilities” and that the “composite loss percentages in Section 28.5 shall exclude transmission losses.”\(^7\) This additional language is just and reasonable because it provides the Parties with detail on how distribution losses will be calculated in accordance with a Commission-approved tariff (i.e. Westar’s Open Access Transmission Tariff). Further, the Commission previously has accepted Service Agreements submitted by SPP with similar language.\(^8\)

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\(^7\) See Seventh Revised KCPL-GMO Service Agreement at Attachment 1, § 8.6.

Fourth, Section 8.9 of Attachment 1 of the Seventh Revised KCPL-GMO Service Agreement specifies that the cost support and monthly charges for Wholesale Distribution Service Charges are detailed in a non-conforming Appendix 4 to the Seventh Revised KCPL-GMO Service Agreement. The inclusion of the cost support and monthly charges for Wholesale Distribution Service in Appendix 4 is consistent with Schedule 10 of the SPP Tariff, which requires cost support when Service Agreements containing Wholesale Distribution Service Charges are filed with the Commission. The Commission previously has accepted other non-conforming Service Agreements submitted by SPP, which contained similar language pertaining to Wholesale Distribution Service Charges, including the addition of an appendix detailing Wholesale Distribution Service Charges.

Finally, Appendix 3 of the Seventh Revised KCPL-GMO Service Agreement, which identifies the pertinent delivery points, also contains non-conforming language. Specifically, the Parties include additional information beyond the name, ownership, and voltage of the delivery point contemplated by the fill-in-the-blank table in Appendix 3 of the pro forma Service Agreement. The additional information, which includes the SPP Bus Number/Name and a footnote indicating that the voltage of the delivery point is the voltage where the meter is physically located, is necessary and benefits the Parties because it provides additional detail regarding the delivery points. The Commission previously has accepted agreements submitted by SPP with similar language.

9 See SPP Tariff at Schedule 10 (“All rates and charges for Wholesale Distribution Service shall be on file with the appropriate agency as required by law or regulation. To the extent that a Service Agreement containing provisions for Wholesale Distribution Service is required to be filed with the Commission, the Transmission Provider, in consultation with the appropriate Transmission Owner, shall provide along with the filing, adequate cost support to justify the customer-specific rates and charges being assessed under this Schedule 10.”).


II. Effective Date and Waiver

SPP requests an effective date of October 1, 2013, for the Seventh Revised KCPL-GMO Agreements. To permit such an effective date, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is appropriate because the Seventh Revised KCPL-GMO Agreements are being filed within 30 days of the commencement of service.12

III. Additional Information

A. Information Required by Section 35.13 of the Commission’s Regulations, 18 C.F.R. § 35.13:

(1) Documents submitted with this filing:

In addition to this transmittal letter, SPP includes the following:

(i) A clean copy of the Seventh Revised KCPL-GMO Agreements; and

(ii) A redlined copy of the Seventh Revised KCPL-GMO Agreements.

(2) Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Seventh Revised KCPL-GMO Agreements with an effective date of October 1, 2013.

(3) Service:

See Prior Notice and Filing Requirements Under Part II of the Federal Power Act, 64 FERC ¶ 61,139, at 61,983-84, order on reh’g. 65 FERC ¶ 61,081 (1993) (the Commission will grant waiver of the 60-day prior notice requirement “if service agreements are filed within 30 days after service commences.”); see also 18 C.F.R. § 35.3(a)(2).

12
SPP is serving a copy of this filing on the representatives for KCPL-GMO and Westar listed in the Seventh Revised KCPL-GMO Agreements.

(4) **Basis of Rate:**

All charges will be determined in accordance with the SPP Tariff and the Seventh Revised KCPL-GMO Agreements.

**B. Communications:**

Any correspondence regarding this matter should be directed to:

**Tessie Kentner**  
Attorney  
Southwest Power Pool, Inc.  
201 Worthen Drive  
Little Rock, AR 72223  
Telephone: (501) 688-1782  
tkentner@spp.org

**Nicole Wagner**  
Manager - Regulatory Policy  
Southwest Power Pool, Inc.  
201 Worthen Drive  
Little Rock, AR 72223  
Telephone: (501) 688-1642  
jwagner@spp.org

**IV. Conclusion**

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Seventh Revised KCPL-GMO Agreements with an effective date of October 1, 2013.

Respectfully submitted,

/s/ **Tessie Kentner**  
Tessie Kentner  
Attorney for  
Southwest Power Pool, Inc.
SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE BETWEEN SOUTHWEST POWER POOL, INC. AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of October, 2013, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer’s Network Resources that the Network Customer has committed to meet its load.
2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications and subject to the terms of the Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load (“Missouri Agreement”) attached hereto as Attachment B.

3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control except as provided in the Missouri Agreement. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.

4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through April 15, 2014. Thereafter, it will continue from year to year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.

5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):
Tessie Kentner  
Attorney  
201 Worthen Drive  
Little Rock, AR  72223-4936  
Email Address: tkentner@spp.org  
Phone Number: 501-688-1782

Network Customer:  
Kevin Noblet  
KCP&L Greater Missouri Operations Company  
Vice President, Generation  
1200 Main Street  
Kansas City, MO  64141  
Email Address: kevin.noblet@kcpl.com  
Phone number: 816 701-7811

7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider’s or a Transmission Owner’s right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

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

TRANSMISSION PROVIDER

Signature  /s/ Carl Monroe

Printed Name  Carl Monroe

Title  EVP & COO

Date  10-23-2013

NETWORK CUSTOMER

Signature  /s/ Kevin Noblet

Printed Name  Kevin Noblet

Title  V.P., Generation

Date  10-15-13
ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND KCP&L GREATER MISSOURI OPERATIONS COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources
The Network Resources are listed in Appendix 1.

2.0 Network Loads
The Network Load consists of the bundled native load or its equivalent for Network Customer load in the KCP&L Greater Missouri Operations Company Control Area as listed in Appendix 3.

The Network Customer’s Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer’s load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider’s standards and practices for similarly determining the Transmission Provider’s load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service
The affected control area is KCP&L Greater Missouri Operations Company. The intervening systems providing transmission service are none.
4.0 **Electrical Location of Initial Sources**

See Appendix 1.

5.0 **Electrical Location of the Ultimate Loads**

The loads of KCP&L Greater Missouri Operations Company identified in Section 2.0 hereof as the Network Load are electrically located within the KCP&L Greater Missouri Operations Company Control Area.

6.0 **Delivery Points**

The delivery points are the interconnection points of KCP&L Greater Missouri Operations Company identified in Section 2.0 as the Network Load.

7.0 **Receipt Points**

The Points of Receipt are listed in Appendix 2.

8.0 **Compensation**

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 **Transmission Charge**

Monthly Demand Charge per Section 34 and Part V of the Tariff shall be treated pursuant to the Missouri Agreement.

8.2 **System Impact and/or Facility Study Charge**

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 **Direct Assignment Facilities Charge**

8.4 **Ancillary Service Charges**

8.4.1 The following Ancillary Services are required under this Service Agreement.

a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.

b) Tariff Administration Service per Schedule 1-A of the Tariff.

c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.

d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
e) Energy Imbalance Service per Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.

g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer’s alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.4.5 The delivery points listed in Appendix 3, which are attached to Westar Energy’s Transmission & Distribution System, will remain in the Westar Energy Balancing Area until such time as these delivery points are pseudo-tied and the loads are transferred to KCPL-GMO Balancing Area.

a) Until these delivery points are transferred to KCPL-GMO Balancing Area:

1. Westar Energy will be providing Ancillary 1 (SC); therefore, Westar Energy OATT Schedule 1 Rate will be collected from KCPL-GMO and allocated to Westar Energy.
2. Westar Energy will be providing Ancillary 3 (RF); therefore, Westar Energy OATT Schedule 3 Rate will be collected and allocated to Westar Energy.

3. Westar Energy will be providing Ancillary 5 (OR-Spin); therefore, Westar Energy’s OATT Schedule 5 Rate will be collected from KCPL-GMO and allocated to Westar Energy.

4. Westar Energy will be providing Ancillary 6 (OR-Supp); therefore, Westar Energy OATT Schedule 6 Rate will be collected from KCPL-GMO and allocated to Westar Energy.

b) Effective as of the date that these delivery points are transferred to KCPL-GMO Balancing Area:

1. Ancillaries 1, 3, 5, and 6 will be supplied by KCPL-GMO.

2. Westar Energy will no longer provide Ancillary Services for the delivery points connected to Westar Energy’s Transmission and Distribution System.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff.

8.6 Real Power Losses – Distribution

For Delivery Points on Westar Energy Network System: The Network Customer shall replace all distribution losses in accordance with Westar Energy's Open Access Transmission Tariff, Section 28.5, based upon the location of each delivery point meter located on distribution facilities. The composite loss percentages in Section 28.5 shall exclude transmission losses.

8.7 Power Factor Correction Charge

8.8 Redispach Charge

Redispach charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge

For Delivery Points on Westar Energy Network System: The Wholesale Distribution Service Charge cost support and monthly charge is detailed in Appendix 4.

8.10 Network Upgrade Charges
A. The Network Customer has confirmed the following supplemental Network Resources requiring Network Upgrades:

1. Crossroads, 300MW from POR – EES, Source – Crossroads to POD – MPS, Sink MPS, as more specifically identified in transmission request 73509736. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2011 and remain effective through June 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2007-AG1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

**Service Upgrades required for Crossroads**

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARTLESVILLE SOUTHEAST - NORTH BARTLESVILLE 138KV CKT 1</td>
<td>Rebuild 8.37 miles of 795 ACSR with 1590 ACSR &amp; reset relays @ BSE</td>
<td>AEPW</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>COFFEYVILLE TAP - NORTH BARTLESVILLE 138KV CKT 1</td>
<td>Rebuild 13.11 miles of 795 ACSR with 1590 ACSR.</td>
<td>AEPW</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>COOK - ST JOE 161KV CKT 1</td>
<td>Conductor, Switch, Relay</td>
<td>SJLP</td>
<td>6/1/2010</td>
</tr>
<tr>
<td>Craig 161kV 20MVar Cap Bank Upgrade</td>
<td>Additional 20 MVAR to make a total of 70 MVAR at Craig 542978</td>
<td>KACP</td>
<td>6/1/2011</td>
</tr>
<tr>
<td>REDEL - STILWELL 161KV CKT 1</td>
<td>Reconductor line with 1192 ACSS and upgrade terminal equipment for 2000 amps</td>
<td>KACP</td>
<td>6/1/2009</td>
</tr>
</tbody>
</table>

The requested service depends on and is contingent on completion of the following reliability upgrades resulting from the SPP Expansion Plan or previous
aggregate transmission service studies. These upgrades costs are not assignable to the Network Customer.

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>DANVILLE (APL) - MAGAZINE REC 161KV CKT 1 AEPW</td>
<td>Rebuild 17.96 miles of 250 Copperweld with 1272 ACSR.</td>
<td>AEPW</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>DANVILLE (APL) - MAGAZINE REC 161KV CKT 1 OKGE</td>
<td>Rebuild 17.96 miles of 250 Copperweld with 1272 ACSR.</td>
<td>OKGE</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>EDMOND SUB</td>
<td>Add a new 161/34.5 kV Sub at Edmond tapping the Cook to Lake Road 161 kV line</td>
<td>MIPU</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>Loma Vista - Montrose 161kV Tap into K.C. South</td>
<td>To tap the Montrose-LomaVista 161 kV Line into KC South 161 kV sub.</td>
<td>MIPU</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>STRANGER CREEK TRANSFORMER CKT 2</td>
<td>Install second Stranger Creek 345-115 transformer</td>
<td>WERE</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>CLARKSVILLE - DARDANELLE 161KV CKT 1 #1</td>
<td>Remove wavetrap. Install fiber</td>
<td>SWPA</td>
<td>6/1/2012</td>
</tr>
<tr>
<td>South Harper - Freeman 69 kV</td>
<td>re-set the overcurrent relay at South Harper 69 kV Bus to open SouthHarper-Freeman 69 kV line</td>
<td>MIPU</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>MAGAZINE REC - NORTH MAGAZINE 161KV CKT 1 AEPW</td>
<td>Rebuild 7.43 miles of 250 CWC with 795 ACSR</td>
<td>AEPW</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>MAGAZINE REC - NORTH MAGAZINE 161KV CKT 1 OKGE</td>
<td>Rebuild 7.43 miles of 250 CWC with 795 ACSR</td>
<td>OKGE</td>
<td>6/1/2009</td>
</tr>
</tbody>
</table>

2. In addition, the Transmission Provider will make contractual arrangements for the construction of the following network upgrade on the Southwestern Power Administration (SWPA) system:
(i) At Dardanelle, in circuit breaker bay 52 on the Dardanelle to Russellville South 161-kV transmission line, replace bus between the auxiliary bus and Motor Operated Disconnect (MOD) switch 57, between disconnect switch 57 and disconnect switch 53, and between disconnect switch 51 and the main bus. Upgrade is required in service by June 1, 2011.

(ii) At Norfork, in circuit breaker bay 62 on the Norfork to Calico Rock 161-kV transmission line, replace bus between MOD switch 67 and disconnect switch 63, reset metering CT ratio, and replace the wavetrap. Upgrade is required in service by June 1, 2011.

Transmission Customer shall pay the actual costs for construction of these facilities. For the purpose of funding the construction of these upgrades, the Transmission Customer shall make cash payments of One Hundred Forty Five Thousand Dollars ($145,000) by November 1, 2009. Upon completion of construction of the SWPA upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Transmission Customer.

3. In addition to all other applicable charges, Network Customer shall pay the monthly revenue requirements of $35.33 from October 1, 2010 – June 1, 2016 over the 68 month term of this service. The requested service requires completion of the following network upgrades:

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>COFFEYVILLE TAP - DEARING 138KV CKT 1 WERE #2</td>
<td>Replace Disconnect Switches, Wavetrap, Breaker, Jumpers</td>
<td>WERE</td>
<td>6/1/2010</td>
</tr>
<tr>
<td>NEOSHO - NORTHEAST PARSONS 138KV CKT 1</td>
<td>Replace bus and Jumpers at NE Parsons 138 kV substation</td>
<td>WERE</td>
<td>6/1/2011</td>
</tr>
</tbody>
</table>
These upgrades were required to provide firm Point-To-Point Service to the Cities of Richards and Eve, Kansas under transmission service request 1598258. This service is now reflected as network service request 74735793 and 74735797.

4. Service studied in 2011-AG2 as TSR 75711368 and confirmed as 78552986 depends on and is contingent on completion of the following aggregate study SPP-2011-AG2 Service Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer but are fully base plan fundable in accordance with the Tariff.

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLUE SPRING SOUTH - BLUE SPRINGS EAST 161KV CKT 1 #1 Accelerate</td>
<td>Replace 800 amp wavetrap</td>
<td>MIPU</td>
<td>6/1/2014</td>
</tr>
</tbody>
</table>

B. Upon completion of construction of the assigned upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Network Customer.

C. Notwithstanding the term provisions of Section 4.0 of this Service Agreement, Customer shall be responsible for paying all charges specified as its obligation in this Section 8.10 of this Attachment 1, for the term specified herein for each assigned upgrade.

8.11 Meter Data Processing Charge
8.12 Other Charges
9.0 Credit for Network Customer-Owned Transmission Facilities
10.0 Designation of Parties Subject to Reciprocal Service Obligation
11.0 Other Terms and Conditions
APPENDIX 1

Network Resources of

KCP&L Greater Missouri Operations Company
### APPENDIX 1
#### KCP&L GREATER MISSOURI OPERATIONS COMPANY NETWORK RESOURCES

<table>
<thead>
<tr>
<th>Network Resource</th>
<th>Maximum Net Dependable Capacity</th>
<th>Location/Term of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Summer</td>
<td>Winter</td>
</tr>
<tr>
<td>Sibley 1</td>
<td>51</td>
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Receipt Points of

KCP&L Greater Missouri Operations Company
## APPENDIX 2  KCP&L GREATER MISSOURI OPERATIONS COMPANY

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Delivery Points of
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<td>69</td>
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<tr>
<td>541345</td>
<td>SAMPSON new delivery point in 2010</td>
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<td>541346</td>
<td>RTCHFLD new delivery point in 2010</td>
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<td>541347</td>
<td>RAYMORE</td>
<td>MIPU</td>
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<td>541349</td>
<td>POPE</td>
<td>MIPU</td>
<td>161</td>
</tr>
<tr>
<td>541353</td>
<td>COOKING new delivery point in 2010</td>
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<td>161</td>
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<td>541354</td>
<td>ALABAMA</td>
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<td>541359</td>
<td>MRVL#2</td>
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<td>541362</td>
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<td>MIPU</td>
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<td>BRWNCRV</td>
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<td>MIPU</td>
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<td>541378</td>
<td>MRVL#1</td>
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<td>541379</td>
<td>PICKRG</td>
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<tr>
<td>SPP Bus Number</td>
<td>Delivery Point Name</td>
<td>Ownership</td>
<td>Voltage (kV)</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>541380</td>
<td>NODAWAY</td>
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<td>541381</td>
<td>FILMORIE</td>
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</table>
APPENDIX 3

KCPL-GMO Eve and Richards, MO
Delivery Points

<table>
<thead>
<tr>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>(d)</th>
<th>(e)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPP Bus Number / Name</td>
<td>Delivery Point Name</td>
<td>Point of Delivery Voltage [kV] (2)</td>
<td>Meter Ownership</td>
<td>Meter Voltage [kV] Measured (Location) (1)</td>
</tr>
<tr>
<td>533635 FTSCOTT2 69 kV</td>
<td>City of Eve, MO</td>
<td>12.5</td>
<td>Westar</td>
<td>12.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Circuit)/(d)</td>
</tr>
<tr>
<td>533635 FTSCOTT2 69 kV</td>
<td>City of Richards, MO</td>
<td>12.5</td>
<td>Westar</td>
<td>12.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Circuit)/(d)</td>
</tr>
</tbody>
</table>

FOOTNOTES:

(1) kV value where meter is physically located. (Location) = Meter located on Distribution. (Low Side) = Low Side of Transformer, (Bus) = Meter located on distribution bus after switch or voltage regulator, and (Circuit) = Meter located on distribution circuit. After September 1, 2012, the applicable Loss Factor, from the Loss Factor tables included in Section 28.5 of Westar Energy’s OATT, are identified as (a) through (h) in the Notes column of those tables. Any special configuration not represented in (a) through (h) will be outlined as a special footnote within this appendix.

(2) The Points of Delivery under this NITSA are located at, or immediately adjacent to, the connection between Westar Energy’s facilities and the Network Customer’s facilities. Distribution Network.
Appendix 4
Westar Energy Wholesale Distribution Service Charge Calculations
## AppenDix 4

**KCPL-GMO Eve and Richards, MO**

**Total Monthly Wholesale Distribution Service Charge**

<table>
<thead>
<tr>
<th>Municipal</th>
<th>Monthly Wholesale Distribution Service Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Eve</td>
<td>$56.19</td>
</tr>
<tr>
<td>City of Richards</td>
<td>$60.68</td>
</tr>
<tr>
<td><strong>Total Monthly Wholesale Distribution Service Charge</strong></td>
<td><strong>$116.87</strong></td>
</tr>
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### City of Eve, MO

**Monthly Wholesale Distribution Service Charge**

<table>
<thead>
<tr>
<th>Delivery Point</th>
<th>Facility</th>
<th>Facility Cost</th>
<th>Facility MW Demand</th>
<th>Facility Cost Per MW</th>
<th>Metered MW Demand</th>
<th>Adjusted MW Demand</th>
<th>Customer Share of Facility Cost</th>
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</thead>
<tbody>
<tr>
<td>Eve</td>
<td>Circuit SK7217 12-04</td>
<td>$101,056.48</td>
<td>5.5000</td>
<td>$18,373.91</td>
<td>0.1541</td>
<td>0.1575</td>
<td>$2,893.89</td>
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<tr>
<td></td>
<td>Sub SK7217 Fort Scott</td>
<td>$58,358.20</td>
<td>9.9000</td>
<td>$5,894.77</td>
<td>0.1642</td>
<td>0.1678</td>
<td>$989.14</td>
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<tr>
<td><strong>Total Facility Cost</strong></td>
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<tr>
<td><strong>2013 Net Plant Carrying Charge</strong></td>
<td><strong>1.4700%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Monthly Wholesale Distribution Service Charge</strong></td>
<td><strong>$56.19</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### City of Richards, MO

**Monthly Wholesale Distribution Service Charge**

<table>
<thead>
<tr>
<th>Delivery Point</th>
<th>Facility</th>
<th>Facility Cost</th>
<th>Facility MW Demand</th>
<th>Facility Cost Per MW</th>
<th>Metered MW Demand</th>
<th>Adjusted MW Demand</th>
<th>Customer Share of Facility Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richards</td>
<td>Circuit SK7217 12-04</td>
<td>$102,888.51</td>
<td>5.5000</td>
<td>$18,707.00</td>
<td>0.1642</td>
<td>0.1678</td>
<td>$3,139.03</td>
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<tr>
<td></td>
<td>Sub SK7217 Fort Scott</td>
<td>$58,358.20</td>
<td>9.9000</td>
<td>$5,894.77</td>
<td>0.1642</td>
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<td>$989.14</td>
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<tr>
<td><strong>Total Facility Cost</strong></td>
<td><strong>$4,128.17</strong></td>
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<td></td>
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<tr>
<td><strong>2013 Net Plant Carrying Charge</strong></td>
<td><strong>1.4700%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Monthly Wholesale Distribution Service Charge</strong></td>
<td><strong>$60.68</strong></td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>
AGREEMENT FOR THE PROVISION OF
TRANSMISSION SERVICE TO MISSOURI BUNDLED RETAIL LOAD

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

WITNESSETH:

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

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

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

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

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

---

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

**ARTICLE I - DEFINITIONS**

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

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

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

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

**Section 1.4 SPP OATT:** The open-access transmission tariff of SPP (SPP’s FERC Electric Tariff, Fifth Revised Volume No. 1), as amended from time to time.
ARTICLE II - FILING, EFFECTIVE DATE, INITIAL TERM AND TERMINATION

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

Section 2.2 If the FERC accepts this Agreement for filing, but subject to modification or change, and requires a compliance filing by either or both of the Parties, the Parties shall evaluate whether such required compliance filing materially changes or frustrates the intent of this Agreement. If either Party determines, in good faith, that the changes or modifications required by the FERC constitute a material change or may frustrate the intent of the Agreement, the Parties agree to negotiate in good faith to establish new terms and conditions that place the Parties in the same position as bargained for in this Agreement. If within thirty (30) days after the FERC’s conditional acceptance of the Agreement, or such other reasonable time period as may be mutually agreed to by the Parties, the Parties have not reached agreement on new terms and conditions or, if the amended Agreement is not subsequently unconditionally approved or accepted by the FERC, the Agreement shall be void, and neither Party shall have further obligations to the other Party hereunder.
Section 2.3 This Agreement shall remain in effect following the Effective Date for an initial term ending the earlier of: (i) the date that KCP&L-GMO withdraws from SPP, or (ii) at 12:00:01 a.m., on October 1, 2013. Subject to the termination provisions of this Section 2.3, the Initial Term shall automatically be extended from year to year (a “Renewal Term”) unless either Party shall have given the other six (6) months written notice of termination prior to the end of the Initial Term, or the end of any Renewal Term if such notice is given at least six (6) months prior to the end of that Renewal Term.

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

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

Section 3.1 Schedule 9 of the SPP OATT establishes a zonal transmission rate applicable to load within the KCP&L-GMO pricing zone that is taking Network Integration Transmission Service from SPP. Notwithstanding Schedule 9 and the rates therein, KCP&L-GMO does not concede that the FERC has jurisdiction over the transmission component of Bundled Electric Service provided to Missouri Bundled Retail Load using its own facilities, and does not voluntarily submit to such jurisdiction. KCP&L-GMO shall not pay the rate set forth in Schedule 9 of the SPP OATT for using its own facilities to serve its Missouri Bundled Retail Load, but will include Missouri
Bundled Retail Load in the total load used to calculate the zonal rate for the KCP&L-GMO zone. However, this provision shall not eliminate any obligation that KCP&L-GMO may have to pay applicable charges related to facilities owned by other entities in KCP&L-GMO’s zone that are unaffiliated with KCP&L-GMO.

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

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

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

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

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

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

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

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

If to SPP, to:

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

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

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

KCP&L Greater Missouri Operations Company

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

Southwest Power Pool, Inc.

By: /s/ Nick Brown  
Nicholas A. (Nick) Brown  
President and CEO
This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of June, 2011, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider") and KCP&L Greater Missouri Operations Company ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owner shall be referred to individually as a “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner owns the transmission facilities to which the Network Customer’s Network Load is physically connected or is the Control Area to which the Network Load is dynamically scheduled;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement (“Service Agreement”) under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and Network Customer will cooperate
and the Host Transmission Owner and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owner and the Network Customer to operate their systems and Control Area and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owner, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.

2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any
successor requirements, industry standards, criteria, and applicable
manufacturer’s equipment specifications, and within operating physical parameter
ranges (voltage schedule, load power factor, and other parameters) required by the
Host Transmission Owner and Transmission Provider.

3.2 The Host Transmission Owner and Transmission Provider reserve the right to
inspect the facilities and operating records of the Network Customer upon
mutually agreeable terms and conditions.

3.3 Electric service, in the form of three phase, approximately sixty hertz alternating
current, shall be delivered at designated delivery points and nominal voltage(s)
listed in the Service Agreement. When multiple delivery points are provided to a
specific Network Load identified in Appendix 3 of the Service Agreement, they
shall not be operated in parallel by the Network Customer without the approval of
the Host Transmission Owner and Transmission Provider. The Designated
Representatives shall establish the procedure for obtaining such approval. The
Designated Representatives shall also establish and monitor standards and
operating rules and procedures to assure that transmission system integrity and the
safety of customers, the public and employees are maintained or enhanced when
such parallel operations is permitted either on a continuing basis or for
intermittent switching or other service needs. Each Party shall exercise due
diligence and reasonable care in maintaining and operating its facilities so as to
maintain continuity of service.

3.4 The Host Transmission Owner and Network Customer shall operate their systems
and delivery points in continuous synchronism and in accord with applicable
NERC Standards, SPP Criteria, and Good Utility Practice.

3.5 If the function of any Party’s facilities is impaired or the capacity of any delivery
point is reduced, or synchronous operation at any delivery point(s) becomes
interrupted, either manually or automatically, as a result of force majeure or
maintenance coordinated by the Parties, the Parties will cooperate to remove the
cause of such impairment, interruption or reduction, so as to restore normal
operating conditions expeditiously.
3.6 The Transmission Provider and Host Transmission Owner, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owner, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owner, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispaching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owner, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:

a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;

b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties
which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner’s Control Area.

This information is to be delivered to the Transmission Provider’s and Host Transmission Owner’s Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owner, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owner will provide the following to the Network Customer:

a) A statement regarding the ability of the Host Transmission Owner’s transmission system to meet the forecasted deliveries at each of the delivery points;

b) A detailed description of any constraints on the Host Transmission Owner’s system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider’s ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of the Host Transmission Owner and the Network Customer to identify appropriate remedies for
such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owner, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission’s rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owner and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party’s system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owner regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owner’s transmission system.

4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.
5.0 Maintenance of Facilities

5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owner’s transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owner, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer’s failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owner may seek as a result any appropriate relief from the Commission.

5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.

5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owner. The Network Customer shall notify the Transmission Provider and the Host Transmission Owner as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

6.1 Prior to the beginning of each week, the Network Customer shall provide to the Transmission Provider expected hourly energy schedules for that week for all energy flowing into the Transmission System administered by Transmission Provider.
6.2 In accordance with Section 36 of the Tariff, the Network Customer shall provide to the Transmission Provider the Network Customer’s hourly energy schedules for the next calendar day for all energy flowing into the Transmission System administered by the Transmission Provider. The Network Customer may modify its hourly energy schedules up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The hourly schedule must be stated in increments of 1000 kW per hour. The Network Customer shall submit, or arrange to have submitted, to the Transmission Provider a NERC transaction identification Tag where required by NERC Standard INT-001. These hourly energy schedules shall be used by the Transmission Provider to determine whether any Energy Imbalance Service charges, pursuant to Schedule 4 of the Tariff apply.

7.0 Ancillary Services

7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or Host Transmission Owner or, where applicable, self-supply or obtain these services from a third party.

7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.

7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider’s and Host Transmission Owner’s representative to have access to the equipment at all reasonable hours and for any reasonable purpose,
and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owner access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owner shall make available, upon request, all load data and other data obtained by the Host Transmission Owner from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner’s equipment or any Party’s fulfillment of any statutory or contractual obligation.

8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owner, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.
8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer’s connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings to the Host Transmission Owner are required:

1) Analog MW;
2) Integrated MWHRS/HR;
3) Analog MVARs; and
4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of generation resources or curtailment of loads to relieve existing or potential transmission system constraints. The Network Customer shall submit verifiable incremental and decremental cost data from its Network
Resources to the Transmission Provider. These costs will be used as the basis for least-cost redispatch. Information exchanged by the Parties under this article will be used for system redispatch only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owner shall notify the Network Customer’s dispatcher or schedulers of the required action and the Network Customer shall comply immediately.

10.3 The Network Customer will coordinate with the Host Transmission Owner to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owner shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.

11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owner's Control Area.
12.0  Cost Responsibility

12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owner, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owner, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0  Billing and Payments

Billing and Payments shall be in accordance with Section 7 of the Tariff and the Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load ("Missouri Agreement"), included as Attachment B to the Service Agreement.

14.0  Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.
15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control except with regard to the provisions of the Missouri Agreement.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission’s rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission’s rules
and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission (“Effective Date”), and shall continue in effect until the Tariff or the Network Customer’s Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

[Transmission Provider]
Southwest Power Pool, Inc.
Carl Monroe
Executive Vice President and Chief Operating Officer
415 North McKinley, #140 Plaza West
Little Rock, AR 72205-3020
Phone: 501-614-3218
Fax: 501-664-9553
cmonroe@spp.org

[Host Transmission Owner]
KCP&L Greater Missouri Operations Company
Michael Deggendorf
Senior Vice President, Delivery
P.O. Box 418679
Kansas City, MO 64141-9679
Phone: 816-556-2104
Fax: 816-556-2924
Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.
21.0 Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER  
_/s/ Carl Monroe__________  
Signature  
_Name Carl Monroe____________  
Printed Name  
_Title EVP & COO___________  
Date  

HOST TRANSMISSION OWNER  
_/s/ Michael Deggendorf_______  
Signature  
_Name Michael Deggendorf_________  
Printed Name  
_Title Sr. Vice President, Delivery______  
Date  

NETWORK CUSTOMER  
_/s/ Scott Heidtbrink_________  
Signature  
_Name Scott Heidtbrink__________  
Printed Name  
_Title Sr. Vice President, Supply_____  
Date  

6-20-2011___________________  
Date
This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of June, 2011, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider"), Westar Energy ("Host Transmission Owner") and KCP&L Greater Missouri Operations Company ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owners shall be referred to individually as a “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owners own the transmission facilities to which the Network Customer’s Network Load is physically connected or is the Control Area to which the Network Load is dynamically scheduled;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service
This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owners, and Network Customer will cooperate and the Host Transmission Owners and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owners and the Network Customer to operate their systems and Control Area and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owners, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.

2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles
3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owners and Transmission Provider.

3.2 The Host Transmission Owners and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.

3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owners and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

3.4 The Host Transmission Owners and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.

3.5 If the function of any Party’s facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the
cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

3.6 The Transmission Provider and Host Transmission Owners, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owners, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owners, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispachting, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owners, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owners the following information:

a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;
b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and

d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owners’ Control Area.

This information is to be delivered to the Transmission Provider’s and Host Transmission Owners’ Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owners, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owners will provide the following to the Network Customer:

a) A statement regarding the ability of the Host Transmission Owners’ transmission system to meet the forecasted deliveries at each of the delivery points;

b) A detailed description of any constraints on the Host Transmission Owners’ system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider’s ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will
coordinate with the Designated Representatives of the Host Transmission Owners and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owners, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission’s rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owners and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party’s system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owners regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owners’ transmission system.
4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owners’ transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owners, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer’s failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owners may seek as a result any appropriate relief from the Commission.

5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.

5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owners. The Network Customer shall notify the Transmission Provider and the Host Transmission Owners as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures
6.1 Prior to the beginning of each week, the Network Customer shall provide to the Transmission Provider expected hourly energy schedules for that week for all energy flowing into the Transmission System administered by Transmission Provider.

6.2 In accordance with Section 36 of the Tariff, the Network Customer shall provide to the Transmission Provider the Network Customer’s hourly energy schedules for the next calendar day for all energy flowing into the Transmission System administered by the Transmission Provider. The Network Customer may modify its hourly energy schedules up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The hourly schedule must be stated in increments of 1000 kW per hour. The Network Customer shall submit, or arrange to have submitted, to the Transmission Provider a NERC transaction identification Tag where required by NERC Standard INT-001. These hourly energy schedules shall be used by the Transmission Provider to determine whether any Energy Imbalance Service charges, pursuant to Schedule 4 of the Tariff apply.

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adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

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12.0 Cost Responsibility

12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owners, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owners, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Section 7 of the Tariff and the Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load (“Missouri Agreement”), included as Attachment B to the Service Agreement.
14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control except with regard to the provisions of the Missouri Agreement.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and
pursuant to the Commission’s rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission’s rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission (“Effective Date”), and shall continue in effect until the Tariff or the Network Customer’s Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

[Transmission Provider]
Southwest Power Pool, Inc.
Carl Monroe
Executive Vice President and Chief Operating Officer
415 North McKinley, #140 Plaza West
Little Rock, AR 72205-3020
Phone: 501-614-3218
Fax: 501-664-9553
cmonroe@spp.org
Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.
21.0 **Execution in Counterparts**

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

**TRANSMISSION PROVIDER**

_/s/ Carl Monroe__________
Signature

_Carl Monroe__________
Printed Name

_EVP & COO__________
Title

06/23/2011__________
Date

**HOST TRANSMISSION OWNER**

_/s/ Michael Deggendorf______
Signature

_Michael Deggendorf______
Printed Name

_Sr. Vice President, Delivery______
Title

6-20-2011__________
Date

**HOST TRANSMISSION OWNER**

_/s/ Kelly B. Harrison______
Signature

_Kelly B. Harrison______
Printed Name

_VP-Transmission Ops & Environmental Svcs.
Title

_June 21, 2011__________
Date

**NETWORK CUSTOMER**

_/s/ Scott Heidtbrink____
Signature

_Scott Heidtbrink____
Printed Name

_Sr. Vice President, Supply____
Title

6-20-2011__________
Date
SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION
SERVICE BETWEEN SOUTHWEST POWER POOL, INC.
AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of October, 2013, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer’s Network Resources that the Network Customer has committed to meet its load.
2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications and subject to the terms of the Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load ("Missouri Agreement") attached hereto as Attachment B.

3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control except as provided in the Missouri Agreement. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.

4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through April 15, 2014. Thereafter, it will continue from year to year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.

5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):
7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider’s or a Transmission Owner’s right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

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

TRANSMISSION PROVIDER

Signature  /s/ Carl Monroe
Printed Name  Carl Monroe
Title  EVP & COO
Date  10-23-2013

NETWORK CUSTOMER

Signature  /s/ Kevin Noblet
Printed Name  Kevin Noblet
Title  V.P., Generation
Date  10-15-13
ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND KCP&L GREATER MISSOURI OPERATIONS COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources
The Network Resources are listed in Appendix 1.

2.0 Network Loads
The Network Load consists of the bundled native load or its equivalent for Network Customer load in the KCP&L Greater Missouri Operations Company Control Area as listed in Appendix 3.

The Network Customer’s Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer’s load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider’s standards and practices for similarly determining the Transmission Provider’s load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service
The affected control area is KCP&L Greater Missouri Operations Company. The intervening systems providing transmission service are none.
4.0 Electrical Location of Initial Sources
See Appendix 1.

5.0 Electrical Location of the Ultimate Loads
The loads of KCP&L Greater Missouri Operations Company identified in Section 2.0 hereof as the Network Load are electrically located within the KCP&L Greater Missouri Operations Company Control Area.

6.0 Delivery Points
The delivery points are the interconnection points of KCP&L Greater Missouri Operations Company identified in Section 2.0 as the Network Load.

7.0 Receipt Points
The Points of Receipt are listed in Appendix 2.

8.0 Compensation
Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge
Monthly Demand Charge per Section 34 and Part V of the Tariff shall be treated pursuant to the Missouri Agreement.

8.2 System Impact and/or Facility Study Charge
Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges
8.4.1 The following Ancillary Services are required under this Service Agreement.
   a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
   b) Tariff Administration Service per Schedule 1-A of the Tariff.
   c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
   d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
e) Energy Imbalance Service per Schedule 4 of the Tariff.
f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.
g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer’s alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.4.5 The delivery points listed in Appendix 3, which are attached to Westar Energy’s Transmission & Distribution System, will remain in the Westar Energy Balancing Area until such time as these delivery points are pseudo-tied and the loads are transferred to KCPL-GMO Balancing Area.

a) Until these delivery points are transferred to KCPL-GMO Balancing Area:
   1. Westar Energy will be providing Ancillary 1 (SC); therefore, Westar Energy OATT Schedule 1 Rate will be collected from KCPL-GMO and allocated to Westar Energy.
2. Westar Energy will be providing Ancillary 3 (RF); therefore, Westar Energy OATT Schedule 3 Rate will be collected and allocated to Westar Energy.

3. Westar Energy will be providing Ancillary 5 (OR-Spin); therefore, Westar Energy’s OATT Schedule 5 Rate will be collected from KCPL-GMO and allocated to Westar Energy.

4. Westar Energy will be providing Ancillary 6 (OR-Supp); therefore, Westar Energy OATT Schedule 6 Rate will be collected from KCPL-GMO and allocated to Westar Energy.

b) Effective as of the date that these delivery points are transferred to KCPL-GMO Balancing Area:

1. Ancillaries 1, 3, 5, and 6 will be supplied by KCPL-GMO.

2. Westar Energy will no longer provide Ancillary Services for the delivery points connected to Westar Energy’s Transmission and Distribution System.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff.

8.6 Real Power Losses – Distribution

For Delivery Points on Westar Energy Network System: The Network Customer shall replace all distribution losses in accordance with Westar Energy's Open Access Transmission Tariff, Section 28.5, based upon the location of each delivery point meter located on distribution facilities. The composite loss percentages in Section 28.5 shall exclude transmission losses.

8.7 Power Factor Correction Charge

8.8 Redispatch Charge

Redispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge

For Delivery Points on Westar Energy Network System: The Wholesale Distribution Service Charge cost support and monthly charge is detailed in Appendix 4.

8.10 Network Upgrade Charges
A. The Network Customer has confirmed the following supplemental Network Resources requiring Network Upgrades:

1. Crossroads, 300MW from POR – EES, Source – Crossroads to POD – MPS, Sink MPS, as more specifically identified in transmission request 73509736. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2011 and remain effective through June 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2007-AG1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Crossroads

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARTLESVILLE SOUTHEAST - NORTH BARTLESVILLE 138KV CKT 1</td>
<td>Rebuild 8.37 miles of 795 ACSR with 1590 ACSR &amp; reset relays @ BSE</td>
<td>AEPW</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>COFFEYVILLE TAP - NORTH BARTLESVILLE 138KV CKT 1</td>
<td>Rebuild 13.11 miles of 795 ACSR with 1590 ACSR.</td>
<td>AEPW</td>
<td>6/1/2009</td>
</tr>
<tr>
<td>COOK - ST JOE 161KV CKT 1</td>
<td>Conductor, Switch, Relay</td>
<td>SJLP</td>
<td>6/1/2010</td>
</tr>
<tr>
<td>Craig 161kV 20MVar Cap Bank Upgrade</td>
<td>Additional 20 MVAR to make a total of 70 MVAR at Craig 542978</td>
<td>KACP</td>
<td>6/1/2011</td>
</tr>
<tr>
<td>REDEL - STILWELL 161KV CKT 1</td>
<td>Reconduct line with 1192 ACSS and upgrade terminal equipment for 2000 amps</td>
<td>KACP</td>
<td>6/1/2009</td>
</tr>
</tbody>
</table>

The requested service depends on and is contingent on completion of the following reliability upgrades resulting from the SPP Expansion Plan or previous
aggregate transmission service studies. These upgrades costs are not assignable to the Network Customer.

2. In addition, the Transmission Provider will make contractual arrangements for the construction of the following network upgrade on the Southwestern Power Administration (SWPA) system:
(i) At Dardanelle, in circuit breaker bay 52 on the Dardanelle to Russellville South 161-kV transmission line, replace bus between the auxiliary bus and Motor Operated Disconnect (MOD) switch 57, between disconnect switch 57 and disconnect switch 53, and between disconnect switch 51 and the main bus. Upgrade is required in service by June 1, 2011.

(ii) At Norfork, in circuit breaker bay 62 on the Norfork to Calico Rock 161-kV transmission line, replace bus between MOD switch 67 and disconnect switch 63, reset metering CT ratio, and replace the wavetrap. Upgrade is required in service by June 1, 2011.

Transmission Customer shall pay the actual costs for construction of these facilities. For the purpose of funding the construction of these upgrades, the Transmission Customer shall make cash payments of One Hundred Forty Five Thousand Dollars ($145,000) by November 1, 2009. Upon completion of construction of the SWPA upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Transmission Customer.

3. In addition to all other applicable charges, Network Customer shall pay the monthly revenue requirements of $35.33 from October 1, 2010 – June 1, 2016 over the 68 month term of this service. The requested service requires completion of the following network upgrades:

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>COFFEYVILLE TAP - DEARING 138KV CKT 1 WERE #2</td>
<td>Replace Disconnect Switches, Wavetrap, Breaker, Jumpers</td>
<td>WERE</td>
<td>6/1/2010</td>
</tr>
<tr>
<td>NEOSHO - NORTHEAST Parsons 138KV CKT 1</td>
<td>Replace bus and Jumpers at NE Parsons 138 kV substation</td>
<td>WERE</td>
<td>6/1/2011</td>
</tr>
</tbody>
</table>
These upgrades were required to provide firm Point-To-Point Service to the Cities of Richards and Eve, Kansas under transmission service request 1598258. This service is now reflected as network service request 74735793 and 74735797.

4. Service studied in 2011-AG2 as TSR 75711368 and confirmed as 78552986 depends on and is contingent on completion of the following aggregate study SPP-2011-AG2 Service Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer but are fully base plan fundable in accordance with the Tariff.

<table>
<thead>
<tr>
<th>Upgrade Name</th>
<th>Upgrade Description</th>
<th>Transmission Owner</th>
<th>Date Required in Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLUE SPRING SOUTH - BLUE SPRINGS EAST 161KV CKT 1 #1 Accelerate</td>
<td>Replace 800 amp wavetrap</td>
<td>MIPU</td>
<td>6/1/2014</td>
</tr>
</tbody>
</table>

B. Upon completion of construction of the assigned upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Network Customer.

C. Notwithstanding the term provisions of Section 4.0 of this Service Agreement, Customer shall be responsible for paying all charges specified as its obligation in this Section 8.10 of this Attachment 1, for the term specified herein for each assigned upgrade.

8.11 Meter Data Processing Charge
8.12 Other Charges
9.0 Credit for Network Customer-Owned Transmission Facilities
10.0 Designation of Parties Subject to Reciprocal Service Obligation
11.0 Other Terms and Conditions
APPENDIX 1

Network Resources of
KCP&L Greater Missouri Operations Company
**APPENDIX 1**

**KCP&L GREATER MISSOURI OPERATIONS COMPANY NETWORK RESOURCES**

<table>
<thead>
<tr>
<th>Network Resource</th>
<th>Maximum Net Dependable Capacity</th>
<th>Location/Term of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Summer</td>
<td>Winter</td>
</tr>
<tr>
<td>Sibley 1</td>
<td>51</td>
<td>51</td>
</tr>
<tr>
<td>Sibley 2</td>
<td>51</td>
<td>51</td>
</tr>
<tr>
<td>Sibley 3</td>
<td>401</td>
<td>401</td>
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<tr>
<td>Jeffrey EC 1</td>
<td>58</td>
<td>58</td>
</tr>
<tr>
<td>Jeffrey EC 2</td>
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<td>58</td>
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<td>Jeffrey EC 3</td>
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<td>58</td>
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<tr>
<td>South Harper 1</td>
<td>105</td>
<td>105</td>
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<td>South Harper 3</td>
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<td>Ralph Green 3</td>
<td>72</td>
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<tr>
<td>Greenwood 1</td>
<td>63</td>
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<td>66</td>
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<td>Greenwood 4</td>
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<td>Nevada</td>
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<tr>
<td>TWA 1</td>
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</tr>
<tr>
<td>TWA 2</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>Iatan 1</td>
<td>127</td>
<td>127</td>
</tr>
<tr>
<td>Iatan 2</td>
<td>Lesser of 18% of net dependable capacity or 162MW</td>
<td>Lesser of 18% of net dependable capacity or 162MW</td>
</tr>
<tr>
<td>Network Resource</td>
<td>Maximum Net Dependable Capacity</td>
<td>Location/Term of Service</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Cooper Nuclear Station</td>
<td>75 75</td>
<td>Nemaha Co, NE Term of service 4/15/2009 to 1/19/2014.</td>
</tr>
<tr>
<td>Unit Participation Power Agreement between Nebraska Public Power District and Aquila Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gray County Wind Energy Power Purchase Agreement</td>
<td>1 0</td>
<td>Gray Co., KS *20 MW of firm transmission Term of service 4/15/2009 to 10/1/2018</td>
</tr>
<tr>
<td>Gray County Wind Energy Power Purchase Agreement</td>
<td>1 0</td>
<td>Gray Co., KS *40 MW of firm transmission Term of service 4/15/2009 to 10/1/2017</td>
</tr>
<tr>
<td>Lake Rd 4</td>
<td>99 99</td>
<td>Buchanan Co., MO</td>
</tr>
<tr>
<td>Lake Rd 1</td>
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<td>62 62</td>
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<td>Lake Rd JE (6)</td>
<td>21 21</td>
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<td>Lake Rd JE (7)</td>
<td>22 22</td>
<td>Buchanan Co., MO</td>
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<tr>
<td>Gerald Gentleman Station Unit #1 Participation Agreement between Nebraska Public Power District and St. Joseph Light and Power Company</td>
<td>50 50</td>
<td>Lincoln Co., NE Term of service 4/15/2009 to 6/1/2011</td>
</tr>
<tr>
<td>Gerald Gentleman Station Unit #2 Participation Agreement between Nebraska Public Power District and St. Joseph Light and Power Company</td>
<td>50 50</td>
<td>Lincoln Co., NE Term of service 4/15/2009 to 6/1/2011</td>
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<tr>
<td>Crossroads 1</td>
<td>75 75</td>
<td>Coahoma Co., MS Term of service 6/1/2011 to 6/1/2031</td>
</tr>
<tr>
<td>Crossroads 2</td>
<td>75 75</td>
<td>Coahoma Co., MS Term of service 6/1/2011 to 6/1/2031</td>
</tr>
<tr>
<td>Crossroads 3</td>
<td>75 75</td>
<td>Coahoma Co., MS Term of service 6/1/2011 to 6/1/2031</td>
</tr>
<tr>
<td>Crossroads 4</td>
<td>75 75</td>
<td>Coahoma Co., MS Term of service 6/1/2011 to 6/1/2031</td>
</tr>
<tr>
<td>Westar Power Purchase</td>
<td>1 1</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 2

Receipt Points of

KCP&L Greater Missouri Operations Company
## APPENDIX 2  KCP&L GREATER MISSOURI OPERATIONS COMPANY
### RECEIPT POINTS

<table>
<thead>
<tr>
<th>Tieline / Plant Name</th>
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Appendix 3

Delivery Points of

KCP&L Greater Missouri Operations Company
## APPENDIX 3  KCP&L GREATER MISSOURI OPERATIONS COMPANY DELIVERY POINTS

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# APPENDIX 3

KCPL-GMO Eve and Richards, MO  
Delivery Points

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<td>12.5 (Circuit)/(d)</td>
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<td>12.5</td>
<td>Westar</td>
<td>12.5 (Circuit)/(d)</td>
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**FOOTNOTES:**

1. kV value where meter is physically located. (Location) = Meter located on Distribution. (Low Side) = Low Side of Transformer, (Bus) = Meter located on distribution bus after switch or voltage regulator, and (Circuit) = Meter located on distribution circuit. After September 1, 2012, the applicable Loss Factor, from the Loss Factor tables included in Section 28.5 of Westar Energy’s OATT, are identified as (a) through (h) in the Notes column of those tables. Any special configuration not represented in (a) through (h) will be outlined as a special footnote within this appendix.

2. The Points of Delivery under this NITSA are located at, or immediately adjacent to, the connection between Westar Energy’s facilities and the Network Customer’s facilities. Distribution Network.
Appendix 4
Westar Energy Wholesale Distribution Service Charge Calculations
## APPENDIX 4

**KCPL-GMO Eve and Richards, MO**

### Total Monthly Wholesale Distribution Service Charge

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### City of Eve, MO

#### Monthly Wholesale Distribution Service Charge

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### City of Richards, MO

#### Monthly Wholesale Distribution Service Charge

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<tr>
<th>Delivery Point</th>
<th>Facility</th>
<th>Facility Cost</th>
<th>Demand</th>
<th>Facility Cost Per MW</th>
<th>Metered Demand</th>
<th>Adjusted Demand</th>
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**ATTACHMENT B**

24
AGREEMENT FOR THE PROVISION OF
TRANSMISSION SERVICE TO MISSOURI BUNDLED RETAIL LOAD

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

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

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

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

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

Section 1.4. SPP OATT: The open-access transmission tariff of SPP (SPP’s FERC Electric Tariff, Fifth Revised Volume No. 1), as amended from time to time.
ARTICLE II - FILING, EFFECTIVE DATE, INITIAL TERM AND TERMINATION

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

Section 2.2 If the FERC accepts this Agreement for filing, but subject to modification or change, and requires a compliance filing by either or both of the Parties, the Parties shall evaluate whether such required compliance filing materially changes or frustrates the intent of this Agreement. If either Party determines, in good faith, that the changes or modifications required by the FERC constitute a material change or may frustrate the intent of the Agreement, the Parties agree to negotiate in good faith to establish new terms and conditions that place the Parties in the same position as bargained for in this Agreement. If within thirty (30) days after the FERC’s conditional acceptance of the Agreement, or such other reasonable time period as may be mutually agreed to by the Parties, the Parties have not reached agreement on new terms and conditions or, if the amended Agreement is not subsequently unconditionally approved or accepted by the FERC, the Agreement shall be void, and neither Party shall have further obligations to the other Party hereunder.
Section 2.3  This Agreement shall remain in effect following the Effective Date for an initial term ending the earlier of: (i) the date that KCP&L-GMO withdraws from SPP, or (ii) at 12:00:01 a.m., on October 1, 2013. Subject to the termination provisions of this Section 2.3, the Initial Term shall automatically be extended from year to year (a “Renewal Term”) unless either Party shall have given the other six (6) months written notice of termination prior to the end of the Initial Term, or the end of any Renewal Term if such notice is given at least six (6) months prior to the end of that Renewal Term.

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

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

Section 3.1  Schedule 9 of the SPP OATT establishes a zonal transmission rate applicable to load within the KCP&L-GMO pricing zone that is taking Network Integration Transmission Service from SPP. Notwithstanding Schedule 9 and the rates therein, KCP&L-GMO does not concede that the FERC has jurisdiction over the transmission component of Bundled Electric Service provided to Missouri Bundled Retail Load using its own facilities, and does not voluntarily submit to such jurisdiction. KCP&L-GMO shall not pay the rate set forth in Schedule 9 of the SPP OATT for using its own facilities to serve its Missouri Bundled Retail Load, but will include Missouri
Bundled Retail Load in the total load used to calculate the zonal rate for the KCP&L-GMO zone. However, this provision shall not eliminate any obligation that KCP&L-GMO may have to pay applicable charges related to facilities owned by other entities in KCP&L-GMO’s zone that are unaffiliated with KCP&L-GMO.

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

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

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

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

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

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

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

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

If to SPP, to:

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

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

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

KCP&L Greater Missouri Operations Company

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

Southwest Power Pool, Inc.

By: /s/ Nick Brown
    Nicholas A. (Nick) Brown
    President and CEO
NETWORK OPERATING AGREEMENT BETWEEN SOUTHWEST POWER POOL, INC. AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of June, 2011, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider") and KCP&L Greater Missouri Operations Company ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owner shall be referred to individually as a “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner owns the transmission facilities to which the Network Customer’s Network Load is physically connected or is the Control Area to which the Network Load is dynamically scheduled;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and Network Customer will cooperate
and the Host Transmission Owner and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owner and the Network Customer to operate their systems and Control Area and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owner, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.

2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any
successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owner and Transmission Provider.

3.2 The Host Transmission Owner and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.

3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owner and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

3.4 The Host Transmission Owner and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.

3.5 If the function of any Party’s facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.
3.6 The Transmission Provider and Host Transmission Owner, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owner, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owner, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owner, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:

a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;

b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties
which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a); c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner’s Control Area.

This information is to be delivered to the Transmission Provider’s and Host Transmission Owner’s Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owner, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owner will provide the following to the Network Customer:

a) A statement regarding the ability of the Host Transmission Owner’s transmission system to meet the forecasted deliveries at each of the delivery points;

b) A detailed description of any constraints on the Host Transmission Owner’s system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider’s ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of the Host Transmission Owner and the Network Customer to identify appropriate remedies for
such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owner, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission’s rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owner and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party’s system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owner regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owner’s transmission system.

4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.
5.0 Maintenance of Facilities

5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owner’s transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owner, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer’s failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owner may seek as a result any appropriate relief from the Commission.

5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.

5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owner. The Network Customer shall notify the Transmission Provider and the Host Transmission Owner as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

6.1 Prior to the beginning of each week, the Network Customer shall provide to the Transmission Provider expected hourly energy schedules for that week for all energy flowing into the Transmission System administered by Transmission Provider.
6.2 In accordance with Section 36 of the Tariff, the Network Customer shall provide to the Transmission Provider the Network Customer’s hourly energy schedules for the next calendar day for all energy flowing into the Transmission System administered by the Transmission Provider. The Network Customer may modify its hourly energy schedules up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The hourly schedule must be stated in increments of 1000 kW per hour. The Network Customer shall submit, or arrange to have submitted, to the Transmission Provider a NERC transaction identification Tag where required by NERC Standard INT-001. These hourly energy schedules shall be used by the Transmission Provider to determine whether any Energy Imbalance Service charges, pursuant to Schedule 4 of the Tariff apply.

7.0 Ancillary Services

7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or Host Transmission Owner or, where applicable, self-supply or obtain these services from a third party.

7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.

7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider’s and Host Transmission Owner’s representative to have access to the equipment at all reasonable hours and for any reasonable purpose,
and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owner access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owner shall make available, upon request, all load data and other data obtained by the Host Transmission Owner from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner’s equipment or any Party’s fulfillment of any statutory or contractual obligation.

8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owner, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.
8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer’s connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings to the Host Transmission Owner are required:

1) Analog MW;
2) Integrated MWHRS/HR;
3) Analog MVARS; and
4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of generation resources or curtailment of loads to relieve existing or potential transmission system constraints. The Network Customer shall submit verifiable incremental and decremental cost data from its Network
Resources to the Transmission Provider. These costs will be used as the basis for least-cost redispatch. Information exchanged by the Parties under this article will be used for system redispatch only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owner shall notify the Network Customer’s dispatcher or schedulers of the required action and the Network Customer shall comply immediately.

10.3 The Network Customer will coordinate with the Host Transmission Owner to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owner shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.

11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owner's Control Area.
12.0 Cost Responsibility

12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owner, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owner, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Section 7 of the Tariff and the Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load ("Missouri Agreement"), included as Attachment B to the Service Agreement.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.
15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control except with regard to the provisions of the Missouri Agreement.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission’s rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission’s rules
and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission ("Effective Date"), and shall continue in effect until the Tariff or the Network Customer’s Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

[Transmission Provider]
Southwest Power Pool, Inc.
Carl Monroe
Executive Vice President and Chief Operating Officer
415 North McKinley, #140 Plaza West
Little Rock, AR 72205-3020
Phone: 501-614-3218
Fax: 501-664-9553
cmonroe@spp.org

[Host Transmission Owner]
KCP&L Greater Missouri Operations Company
Michael Deggendorf
Senior Vice President, Delivery
P.O. Box 418679
Kansas City, MO 64141-9679
Phone: 816-556-2104
Fax: 816-556-2924
Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.
21.0  Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

_/s/ Carl Monroe_________
Signature

_/s/ Michael Deggendorf_______
Signature

_carl Monroe_____________
Printed Name

_Michael Deggendorf________
Printed Name

_EVP & COO_____________
Title

_Sr. Vice President, Delivery___
Title

06/23/2011______________
Date

HOST TRANSMISSION OWNER

6-20-2011______________
Date

NETWORK CUSTOMER

_/s/ Scott Heidtbrink_______
Signature

_/s/ Michael Deggendorf_______
Signature

_Scott Heidtbrink_________
Printed Name

_Sr. Vice President, Supply___
Title

6-20-2011______________
Date
NETWORK OPERATING AGREEMENT BETWEEN SOUTHWEST POWER POOL, INC., KCP&L GREATER MISSOURI OPERATIONS COMPANY AND WESTAR ENERGY, INC.

This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of June, 2011, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider"), Westar Energy ("Host Transmission Owner") and KCP&L Greater Missouri Operations Company ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owners shall be referred to individually as a “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owners own the transmission facilities to which the Network Customer’s Network Load is physically connected or is the Control Area to which the Network Load is dynamically scheduled;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0   Network Service
This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owners, and Network Customer will cooperate and the Host Transmission Owners and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owners and the Network Customer to operate their systems and Control Area and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owners, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.

2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles
3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owners and Transmission Provider.

3.2 The Host Transmission Owners and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.

3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owners and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

3.4 The Host Transmission Owners and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.

3.5 If the function of any Party’s facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the
cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

3.6 The Transmission Provider and Host Transmission Owners, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owners, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owners, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owners, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owners the following information:

a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;
b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and

d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owners’ Control Area.

This information is to be delivered to the Transmission Provider’s and Host Transmission Owners’ Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owners, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owners will provide the following to the Network Customer:

a) A statement regarding the ability of the Host Transmission Owners’ transmission system to meet the forecasted deliveries at each of the delivery points;

b) A detailed description of any constraints on the Host Transmission Owners’ system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider’s ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will
coordinate with the Designated Representatives of the Host Transmission Owners and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owners, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission’s rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owners and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party’s system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owners regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owners’ transmission system.
4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owners’ transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owners, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer’s failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owners may seek as a result any appropriate relief from the Commission.

5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.

5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owners. The Network Customer shall notify the Transmission Provider and the Host Transmission Owners as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures
6.1 Prior to the beginning of each week, the Network Customer shall provide to the Transmission Provider expected hourly energy schedules for that week for all energy flowing into the Transmission System administered by Transmission Provider.

6.2 In accordance with Section 36 of the Tariff, the Network Customer shall provide to the Transmission Provider the Network Customer’s hourly energy schedules for the next calendar day for all energy flowing into the Transmission System administered by the Transmission Provider. The Network Customer may modify its hourly energy schedules up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The hourly schedule must be stated in increments of 1000 kW per hour. The Network Customer shall submit, or arrange to have submitted, to the Transmission Provider a NERC transaction identification Tag where required by NERC Standard INT-001. These hourly energy schedules shall be used by the Transmission Provider to determine whether any Energy Imbalance Service charges, pursuant to Schedule 4 of the Tariff apply.

7.0 Ancillary Services

7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or Host Transmission Owners or, where applicable, self-supply or obtain these services from a third party.

7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.

7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering
8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider’s and Host Transmission Owners’ representatives to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owners access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owners shall make available, upon request, all load data and other data obtained by the Host Transmission Owners from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owners, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner’s equipment or any Party’s fulfillment of any statutory or contractual obligation.

8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owners, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such
adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer’s connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings to the Host Transmission Owners are required:

1) Analog MW;
2) Integrated MWHRS/HR;
3) Analog MVARs; and
4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding
10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispetching of generation resources or curtailment of loads to relieve existing or potential transmission system constraints. The Network Customer shall submit verifiable incremental and decremental cost data from its Network Resources to the Transmission Provider. These costs will be used as the basis for least-cost redispetch. Information exchanged by the Parties under this article will be used for system redispetch only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency. The Network Customer shall respond immediately to requests for redispetch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owners shall notify the Network Customer’s dispatcher or schedulers of the required action and the Network Customer shall comply immediately.

10.3 The Network Customer will coordinate with the Host Transmission Owners to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owners shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.
11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owners' Control Area.

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pursuant to the Commission’s rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission’s rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

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Carl Monroe
Executive Vice President and Chief Operating Officer
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Little Rock, AR 72205-3020
Phone: 501-614-3218
Fax: 501-664-9553
cmonroe@spp.org
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TRANSMISSION PROVIDER

_/s/ Carl Monroe__________
Signature

_Carl Monroe__________
Printed Name

_EVP & COO__________
Title

06/23/2011__________
Date

HOST TRANSMISSION OWNER

_/s/ Michael Deggendorf__________
Signature

_Michael Deggendorf__________
Printed Name

_Sr. Vice President, Delivery__________
Title

6-20-2011__________
Date

HOST TRANSMISSION OWNER

_/s/ Kelly B. Harrison__________
Signature

_Kelly B. Harrison__________
Printed Name

_VP-Transmission Ops & Environmental Svcs.__________
Title

June 21, 2011__________
Date

NETWORK CUSTOMER

_/s/ Scott Heidtbrink__________
Signature

_Scott Heidtbrink__________
Printed Name

_Sr. Vice President, Supply__________
Title

6-20-2011__________
Date