

February 26, 2014

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 Agreement

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and section 35.13 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. § 35.13, Southwest Power Pool, Inc. ("SPP") submits: (1) an executed Service Agreement for Network Integration Transmission Service ("Service Agreement") between SPP as Transmission Provider and Westar Energy, Inc. ("Westar"), and its subsidiary Kansas Gas & Electric Company, as Network Customer ("Twenty-Second Revised Westar Service Agreement"); and (2) an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider and Westar as both Network Customer and Host Transmission Owner, and Oklahoma Gas and Electric Company ("OG&E") as Host Transmission Owner ("Twenty-Second Revised Westar - OG&E NOA").¹ The Twenty-Second Revised Westar Agreements modify and supersede the Service Agreement and NOAs between the Parties currently pending before the Commission in Docket No. ER14-1234-000.² SPP is submitting this filing because the Twenty-Second Revised Westar Agreements include terms and conditions that do not

¹ The Twenty-Second Revised Westar Service Agreement, and Twenty-Second Revised Westar - OG&E NOA are referred to collectively as the "Twenty-Second Revised Westar Agreements," and SPP, Westar, and OG&E are referred to collectively as "the Parties." The Twenty-Second Revised Westar Agreements are designated collectively as Twenty-Second Revised Service Agreement No. 607.

² See Submission of Network Integration Transmission Service Agreement and Network Operating Agreements of Southwest Power Pool, Inc., Docket No. ER14-1234-000 (Jan. 31, 2014) ("January Filing"). The Service Agreement and NOAs referenced in the January Filing are referred to collectively as the "Twenty-First Revised Westar Agreements" and individually as the "Twenty-First Revised Westar Service Agreement," "Twenty-First Revised Westar NOA," and "Twenty-First Revised Westar-OG&E NOA."

conform to the standard forms of service agreements in the SPP Open Access Transmission Tariff (“SPP Tariff”).³

I. Description of Non-Conforming Language in the Twenty-Second Revised Westar Agreements

Since the January Filing, the Parties updated the network resources in Appendix 1, delivery points in Appendix 3 of the Twenty-First Revised Westar Service Agreement, and combined the Twenty-First Revised Westar NOA and Twenty-First Revised Westar-OG&E NOA in the Twenty-Second Revised Westar - OG&E NOA, which includes changes to the *pro forma* NOA approved by the Commission in Docket No. ER14-125-000.⁴ To facilitate these changes, the Parties executed the Twenty-Second Revised Westar Service Agreement and the Twenty-Second Revised Westar – OG&E NOA, which are submitted herein as the Twenty-Second Revised Westar Agreements. While the changes that necessitated the execution of the Twenty-Second Revised Westar Agreements conform to the *pro forma* Agreements, the Twenty-Second Revised Westar Service Agreement retains non-conforming language from the Twenty-First Revised Westar Service Agreement.⁵

Specifically, Section 2.0 of Attachment 1 to the Twenty-Second Revised Westar Service Agreement contains the following language:

For the Network Customer’s Network Load in Westar Energy’s Zone, the Network Customer’s Network Load shall be measured by subtracting loss adjusted “Excluded” loads listed in Appendix 3 from the Westar Energy Zone load. Transmission losses for the “Excluded” load shall be according to Section 8.5 of this service agreement. The distribution losses shall be in accordance with Westar Energy’s OATT, Section 28.5 based upon the location of each delivery point meter located on the distribution facilities. The composite loss percentages in Section 28.5 shall exclude transmission losses.

In connection with the above language in Section 2.0 of Attachment 1, Appendix 3 lists the “Excluded” loads. This non-conforming language in Section 2.0 and Appendix 3 is necessary to differentiate for billing purposes Westar’s native load from load not being served through Network Integration Transmission Service pursuant to the Twenty-

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

⁴ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-125-000 (Dec. 17, 2013).

⁵ The Twenty-Second Revised Westar - OG&E NOA does not contain any non-conforming language and conforms to the *pro forma* NOA.

Second Revised Westar Service Agreement. The language in Appendix 3 also clarifies which loads will not be served pursuant to the Twenty-Second Revised Westar Agreements by providing a list of the loads that will not be served pursuant to the agreement rather than listing each delivery point. The Commission previously accepted prior iterations of Westar Service Agreements, which contained similar language in Section 2.0 and Appendix 3,⁶ and similarly should do so here.

II. Effective Date and Waiver

SPP requests an effective date of February 1, 2014, for the Twenty-Second Revised Westar 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 Twenty-Second Revised Westar Agreements are being filed within 30 days of the commencement of service.⁷

⁶ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-448-000 (Jan. 14, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-1841-000 (Aug. 20, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-775-000 (Mar. 12, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-401-000 (Jan. 9, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2099-000 (Aug. 21, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket Nos. ER11-2812-000, *et al.* (Mar. 17, 2011); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-1958-000 (Dec. 8, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-2096-000 (Sept. 3, 2010).

⁷ 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).

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 Twenty-Second Revised Westar Agreements; and
- (ii) A redlined copy of the Twenty-Second Revised Westar Agreements.

(2) Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Twenty-Second Revised Westar Agreements with an effective date of February 1, 2014.

(3) Service:

SPP is serving a copy of this filing on the representatives for Westar and OG&E listed in the Twenty-Second Revised Westar Agreements.

(4) Basis of Rate:

All charges will be determined in accordance with the SPP Tariff and the Twenty-Second Revised Westar Agreements.

B. Communications:

Copies of this filing have been served upon all parties to the Twenty-Second Revised Westar Agreements. 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 Twenty-Second Revised Westar Agreements with an effective date of February 1, 2014.

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 WESTAR ENERGY, INC.**

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of February, 2014, by and between Westar Energy, Inc. and its subsidiary, Kansas Gas & Electric 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.
- 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. 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 January 1, 2018. 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 Dr.
Little Rock, AR 72223-4936
Email Address: tkentner@spp.org
Phone Number: 501-688-1782

Network Customer:

John Olsen
Executive Director, Power Marketing
818 S. Kansas Avenue
Topeka, Kansas 66612
Email Address: john.olsen@westarenergy.com
Phone Number: 785-575-8078

- 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

NETWORK CUSTOMER

/s/ Carl Monroe
Signature

/s/ John P Olsen
Signature

Carl Monroe
Printed Name

John P Olsen
Printed Name

EVP & COO
Title

ED. BPM
Title

2-26-2014
Date

2/14/14
Date

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND WESTAR ENERGY
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 Westar Energy Control Area as defined in Appendix 3.

For the Network Customer's Network Load in Westar Energy's Zone, the Network Customer's Network Load shall be measured by subtracting loss adjusted "Excluded" loads listed in Appendix 3 from the Westar Energy Zone load. Transmission losses for the "Excluded" load shall be according to Section 8.5 of this service agreement. The distribution losses shall be in accordance with Westar Energy's OATT, Section 28.5 based upon the location of each delivery point meter located on the distribution facilities. The composite loss percentages in Section 28.5 shall exclude transmission losses. For the Network Customer's Network Load in Zones other than Westar Energy's Zone, 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 the Westar Energy's control area. 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 Network Customer identified in Section 2.0 hereof as the Network Load are electrically located within the Westar Energy's Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of Westar Energy 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.

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.

8.5 Real Power Losses- Transmission

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

8.6 Real Power Losses- Distribution

8.7 Power Factor Correction Charge

8.8 Redispatch Charge

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

For request 1140120 and request 1161506, the Emporia Energy Center resource, provide generation redispatch power in the specified amounts necessary to alleviate loadings on the facilities listed in Attachment A prior to the completion of the planned Transmission Owner reliability network upgrades or new construction associated with each limiting facility. The specified amounts and constraining facilities for which redispatch will be required are also defined in Attachment A.

The Network Customer agrees to provide at least one of the potential Westar redispatch pairs listed in Table 6 of the posted 2006-AG3-AFS-6 study, and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

Such redispatch obligations shall be arranged in accordance with Attachment K of the Tariff and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

The interim network integration transmission service shall remain in place until the network upgrades are completed.

For request and resource (denoted in table below), provide generation redispatch power in the specified amounts necessary to alleviate loading on the facilities listed in Attachment A prior to completion of Service, Reliability, and Construction Pending upgrades. The Network Customer agrees to provide at least one of the potential WR redispatch pairs listed in Table 6 of the final posting of study (denoted in table below), and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

OASIS Request	Resource	Aggregate Study
73315407	Central Plains Wind	2007-AG2
73447931	Meridian Way Wind	2007-AG3
73447934	Flat Ridge Wind	2007-AG3
1457049	Jeffrey Energy Center	2008-AGP1
76660613	Ironwood Wind Farm	2010-AGP1

In the absence of implementation of interim redispatch as requested by the Transmission Provider for Network Customer transactions resulting in overloads on limiting facilities, the Transmission Provider shall curtail the customers schedule.

Such redispatch obligations shall be arranged in accordance with Attachment K of the Tariff and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

The interim redispatch service shall remain in place until the network upgrades are completed.

8.9 Wholesale Distribution Service Charge

8.10 Network Upgrade Charges

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

1. Spring Creek Generation 225 MW from POR – OKGE, Source – OKGE.SC.WR to POD – WR, Sink – WR, as more specifically identified in transmission service request 1293991. Contingent upon the completion of required upgrades as specified below, designation of this designated resource shall be effective on June 1, 2007 and shall remain effective through June 1, 2027 or if Westar discontinues to take Network Service before such date Westar shall be obligated to converted this service to Firm Point to Point Service for the remainder of this term.

The requested service requires completion of the following aggregate study SPP-2006-AG2 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Network upgrades on the Coffeyville Tap – Dearing 138kV Ckt 1 facility by American Electric Power required by June 1, 2010. This upgrade consists of rebuilding 1.09 miles of circuit with 1590 ACSR conductor.

Network upgrades on the Coffeyville Tap – Dearing 138kV Ckt 1 facility by Westar Energy required by June 1, 2010. This upgrade consists of rebuilding 3.93 miles of circuit with 1590 ACSR conductor.

Network upgrades on the Rose Hill 345/138kV Transformer Ckt 3 facility by Westar Energy required by June 1, 2011. This upgrade consists of adding a third 345/138kV transformer at Rose Hill.

Network upgrades to construct approximately 50 miles of new 345kV line from the Oklahoma/Kansas state border to the Rose Hill Substation by Westar Energy required by June 1, 2016.

Network upgrades to construct approximately 50 miles of new 345kV line from the Oklahoma/Kansas state border to the Sooner Substation by Oklahoma Gas and Electric required by June 1, 2016.

2. Stateline CC Generation additional capacity of 5MW Summer and 32MW Winter from POR – EDE, Source – EDE.SLCC.WR to POD – WR, Sink – WR_WR, as more specifically identified in transmission service request 1605064. Contingent upon the completion of required upgrades as specified below, designation of this additional capacity as a designated resource shall be effective on June 1, 2013 and shall remain effective through June 1, 2024 or if Westar discontinues to take Network Service before such date Westar shall be obligated to converted this service to Firm Point to Point Service for the remainder of this term.

The requested service requires completion of the following aggregate study SPP-2007-AG1 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
COFFEYVILLE TAP - DEARING 138KV CKT 1 WERE #2	Replace Disconnect Switches, Wavetrap, Breaker, Jumpers	WERE	6/1/2010
LITCHFIELD - AQUARIUS - HUDSON JUNCTION 69KV CKT 1 Displacement	Replace 69 kV disconnect switches at Aquarius.	WERE	6/1/2014
NEOSHO - NORTHEAST PARSONS 138KV CKT 1	Replace bus and Jumpers at NE Parsons 138 kV substation	WERE	6/1/2011

The requested service depends on and is contingent on the completion of the following reliability and construction pending upgrades. These upgrades costs are not assignable to the Network Customer.

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
FRANKLIN-SHEFFIELD 69KV CKT 1	Build 6 miles of double circuit 69 kV line from new Franklin substation to Mulberry - Sheffield 69 kV line, tapping line and connecting to Sheffield.	WERE	6/1/2014

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
FRANKLIN- MULBERRY 69 KV CKT 1	Build 6 miles of double circuit 69 kV line from new Franklin substation to Mulberry - Sheffield 69 kV line, tapping line and connecting to Mulberry.	WERE	6/1/2014
FRANKLIN 161 kV SUBSTATION	Tap Litchfield - Marmaton 161 kV line at new Franklin substation	WERE	6/1/2014

3. Meridian Way Wind, 96MW from POR – SECI, Source – WR.MWW to POD – WR, Sink WR_WR, as more specifically identified in transmission request 73447931. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on November 1, 2009 and remain effective through November 1, 2019.

The requested service requires completion of the following aggregate study SPP-2007-AG3 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades for Meridian Way Wind

Upgrade Name	Upgrade Description	Funding Source	Transmission Owner	Date Required in Service
CLIFTON - GREENLEAF 115KV CKT 1	Rebuild 14.4 miles	Partial Base Plan Funding	MKEC	6/1/2011
DEARING 138KV Capacitor	Dearing 138 kV 20 MVAR Capacitor Addition	Full Base Plan Funding	WERE	6/1/2012
FLATRDG3 138.00 - MEDICINE LODGE 138KV CKT 1	Rebuild 8.05 mile line	Partial Base Plan Funding	MKEC	1/1/2010
FLATRDG3 138.00 - HARPER 138KV CKT 1	Rebuild 24.15 mile line	Partial Base Plan Funding	MKEC	1/1/2010

Network Customer shall pay estimated revenue requirements of \$43,074 over the 120 month term of this service totaling \$5,168,925 for Mid Kansas Electric Company Network Upgrades on the Clifton-Greenleaf 115kV Ckt. 1 facility required by June 1, 2011. This upgrade consists of rebuilding 14.4 miles of the 115kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$7.51 over the 120 month term of this service totaling \$901 for Mid Kansas Electric Company Network Upgrades on the Flatridge-Medicine Lodge 138kV Ckt 1 facility required by January 1, 2010. This upgrade consists of rebuilding 8.05 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$1,947.43 over the 120 month term of this service totaling \$233,692 for Mid Kansas Electric Company Network Upgrades on the Flatridge-Harper 138kV Ckt 1 facility required by January 1, 2010. This upgrade consists of rebuilding 24.15 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

4. Flat Ridge Wind, 100MW from POR – SECI, Source – WR.FRW.1 to POD – WR, Sink WR_WR, as more specifically identified in transmission request 73447934. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on November 1, 2009 and remain effective through November 1, 2019.

The requested service requires completion of the following aggregate study SPP-2007-AG3 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades for Flat Ridge Wind

Upgrade Name	Upgrade Description	Funding Source	Transmission Owner	Date Required in Service
DEARING 138KV Capacitor	Dearing 138 kV 20 MVAR Capacitor Addition	Full Base Plan Funding	WERE	6/1/2012
FLATRDG3 138.00 - MEDICINE LODGE 138KV CKT 1	Rebuild 8.05 mile line	Partial Base Plan Funding	MKEC	1/1/2010
FLATRDG3 138.00 - HARPER 138KV CKT 1	Rebuild 24.15 mile line	Partial Base Plan Funding	MKEC	1/1/2010
GILL ENERGY CENTER EAST - MACARTHUR 69KV CKT 1 Displacement	Rebuild 5.56-mile line	Full Base Plan Funding	WERE	6/1/2012

Upgrade Name	Upgrade Description	Funding Source	Transmission Owner	Date Required in Service
MACARTHUR - OATVILLE 69KV CKT 1 Displacement	Replace the 69 kV bus and jumpers on the Oatville-Mac Arthur 69 kV line.	Full Base Plan Funding	WERE	6/1/2012
MEDICINE LODGE - PRATT 115KV CKT 1	Rebuild 26 mile line	Partial Base Plan Funding	MKEC	1/1/2010
MEDICINE LODGE 138/115KV TRANSFORMER CKT 1 Displacement	Upgrade transformer	Partial Base Plan Funding	MKEC	1/1/2010

Network Customer shall pay estimated revenue requirements of \$23,146.47 over the 120 month term of this service totaling \$2,777,576 for Mid Kansas Electric Company Network Upgrades on the Flatridge – Medicine Lodge 138kV CKT1 facility required by January 1, 2010. This upgrade consists of rebuilding 8.05 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$73,021.23 over the 120 month term of this service totaling \$8,762,548 for Mid Kansas Electric Company Network Upgrades on the Flatridge-Harper 138kV CKT 1 facility required by January 1, 2010. This upgrade consists of rebuilding 24.15 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$77,079.82 over the 120 month term of this service totaling \$9,249,578 for Mid Kansas Electric Company Network Upgrades on the Medicine Lodge - Pratt 115kV CKT 1 facility required by January 1, 2010. This upgrade consists of rebuilding 26 miles of the 115kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$11,026.59 over the 120 month term of this service totaling \$1,323,191 for Mid Kansas Electric Company Network Upgrades on the Medicine Lodge 138/115kV Transformer CKT 1 Displacement facility required by January 1, 2010. This upgrade consists

of a transformer upgrade. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

5. Wolf Creek, 20MW from POR – WR, Source – WR.WOLF to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1405690. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on May 1, 2011 and remain effective through May 1, 2018.

The requested service depends on and is contingent on completion of the following Reliability and Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Reliability and Construction Pending Upgrades required for Wolf Creek

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011
BURLINGTON JUNCTION - WOLF CREEK 69KV CKT 1	Rebuild 4.1 miles with 954 kmil ACSR (138kV/69kV Operation)	WERE	6/1/2010

7. Jeffrey Energy Center, 174 MW from POR – WR, Source – WR.JEC to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1457037. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on January 4, 2019 and remain effective through January 4, 2029.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 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 Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
EAST MANHATTAN - NW MANHATTAN 230KV CKT 1	Replace Terminal Equipment	WERE	6/1/2019

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
HALSTEAD SOUTH - SEDGWICK COUNTY NO. 12 COLWICH 138KV CKT 1	Replace disconnect switches, wavetrap and CT	WERE	6/1/2019

The requested service depends on and is contingent on completion of the following Reliability Projects. These upgrades costs are not assignable to the Network Customer.

Reliability Project Upgrade required for Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011

8. Jeffrey Energy Center, 61 MW from POR – WR, Source – WR.JEC to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1457044.

Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on January 1, 2014 and remain effective through January 1, 2024.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 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 Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
EAST MANHATTAN - NW MANHATTAN 230KV CKT 1	Replace Terminal Equipment	WERE	6/1/2019
HALSTEAD SOUTH - SEDGWICK COUNTY NO. 12 COLWICH 138KV CKT 1	Replace disconnect switches, wavetrap and CT	WERE	6/1/2019

The requested service depends on and is contingent on completion of the following Reliability Projects. These upgrades costs are not assignable to the Network Customer.

Reliability Upgrades required for Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011

9. Jeffrey Energy Center, 167 MW from POR – WR, Source – WR.JEC to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1457049. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2010 and remain effective through June 1, 2020.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 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 Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
EAST MANHATTAN - NW MANHATTAN 230KV CKT 1	Replace Terminal Equipment	WERE	6/1/2019
HALSTEAD SOUTH - SEDGWICK COUNTY NO. 12 COLWICH 138KV CKT 1	Replace disconnect switches, wavetraps and CT	WERE	6/1/2019
KCI - Platte City 161kV Ckt 1	Replace 800 amp wavetraps at KCI	KACP	6/1/2010
SEWARD - ST JOHN 115KV CKT 1	Replace CTs and relays at Seward substation and St John substation	MKEC	6/1/2010

The requested service depends on and is contingent on completion of the following Reliability and Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Reliability and Construction Pending Upgrades required for Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011

10. Ironwood Wind Farm, MW from POR – SECI, Source – WR.IWW1.GEN to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 76660613. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on September 1, 2012 and remain effective through September 1, 2022.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2010-AGP1 Expansion Plan and Construction Pending Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer.

Expansion Plan Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	6/1/2012
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	6/1/2012
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	6/1/2012
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	6/1/2012
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	6/1/2012
Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC	Build a new 28.6 mile dbl ckt 345 kV line with at least 3000 A capacity from the Medicine Lodge sub to the KS/OK state border towards the Woodward District EHV sub. Install the necessary breakers and terminal equipment at the Medicine Lodge sub.	MKEC	6/1/2012

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile dbl ckt 345 kV line with at least 3000 A capacity from the Woodward District EHV sub to the KS/OK state border towards the Medicine Lodge sub. Upgrade the Woodward District EHV sub with the necessary breakers and terminal equipment.	OKGE	6/1/2012
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	6/1/2012
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	6/1/2012
TUCO - WOODWARD 345 KV CKT 1 OKGE	Build new 345 kV line from Woodward EHV to Tuco	OKGE	6/1/2012
TUCO - WOODWARD 345 KV CKT 1 SPS	Build new 345 kV line from Woodward EHV to Tuco	SPS	6/1/2012
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	6/1/2012

11. Post Rock Wind Farm, 201MW from POR –WR, Source – WR.PRW.GEN to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 78165463. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2013 and remain effective through September 1, 2032.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2011-AGP1 Expansion Plan and Construction Pending Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer.

Expansion Plan Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
MOUNDRIDGE 138/115KV TRANSFORMER CKT 2	Install second 138/115 kV transformer at Moundridge. Operate both 138/115 kV transformers normally closed.	WERE	6/1/2013

Construction Pending Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
LYONS - WHEATLAND 115KV CKT 1 #1	Replace CTs	WERE	6/1/2013
LYONS - WHEATLAND 115KV CKT 1 #2	Rerate circuit to 1000 amps	WERE	6/1/2013

12. Ironwood Wind Farm, 135MW from POR –WR, Source – WR.IWW1.GEN to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 75710756. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on January 1, 2016 and remain effective through January 1, 2021.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2011-AG2 Expansion Plan Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer.

Expansion Plan Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
HAYS PLANT - SOUTH HAYS 115KV CKT 1 #2	Tear down and rebuild of existing South Hays - Hays Plant 115 kV line. Tentative plans include rebuilding on existing right-of-way with the possibility of re-routing a portion of the line to new right-of-way as necessary.	MIDW	12/31/2014
Line - Clark County - Thistle 345 kV dbl Ckt	Build a new 86 mile double circuit 345 kV line with at least 3000 A capacity from the Thistle 345 kV substation to the new Clark County substation. Build a new 345 kV substation at Thistle with a ring bus and necessary terminal equipment.	ITCGP	12/31/2014
Line - Hitchland - Woodward 345 kV dbl Ckt OKGE	Build a new 92 mile double circuit 345 kV line with at least 3000 A capacity from the Woodward District EHV substation to the SPS interception from the Hitchland substation. Upgrade the Woodward District EHV substation with the necessary breakers and term	OKGE	12/31/2014

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Hitchland - Woodward 345 kV dbl Ckt SPS	Build 30 mile double circuit 345 kV line with at least 3000 A capacity from the Hitchland substation to the OGE interception point from the Woodward District EHV substation. Upgrade the Hitchland substation with the necessary breakers and terminal equipment	SPS	12/31/2014
Line - Spearville - Clark County 345 kV dbl Ckt	Build a new 36 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the new Clark County substation. Build the Clark County 345 kV substation with a ring bus and necessary terminal equipment.	ITCGP	12/31/2014
Line - Thistle - Wichita 345 kV dbl Ckt PW	Build a new 78 mile double circuit 345 kV line with at least 3000 A capacity from the Wichita substation to the new Thistle 345 kV substation.	PW	12/31/2014
Line - Thistle - Wichita 345 kV dbl Ckt WERE	Upgrade the Wichita substation with the necessary breakers and terminal equipment to accommodate two new 345 kV circuits from the new Thistle 345 kV substation	WERE	12/31/2014
Line - Thistle - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile double circuit 345 kV line with at least 3000 A capacity from the Woodward District EHV substation to the Kansas/Oklahoma state border towards the Thistle substation. Upgrade the Woodward District EHV substation with the necessary breakers	OKGE	12/31/2014
Line - Thistle - Woodward 345 kV dbl Ckt PW	Build a new 30 mile double circuit 345 kV line with at least 3000 A capacity from the Thistle substation to the Kansas/Oklahoma state border towards the Woodward District EHV substation.	PW	12/31/2014
Line - Tuco - Woodward 345 kV line OKGE	Build new 345 kV line from Woodward EHV to Border - Project costs now include Border reactor substation	OKGE	12/31/2014
Line - Tuco - Woodward 345 kV line SPS	Build new 345 kV line from Tuco to OGEs Border station near TX/OK Stateline. Install line reactor outside Border station and line reactors at Tuco.	SPS	12/31/2014
XFR - Thistle 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Thistle substation.	ITCGP	12/31/2014

13. Service to Coal Creek (15 MW) delivery point studied in DPA-2013-March-302. Service to this delivery point is contingent and depends upon the

completion of Reliability upgrades as specified below. Transmission Service to this delivery point shall be effective on April 1, 2014.

Reliability Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Allen - Monarch 69 kV	Rebuild of the 69 kV line Allen (533621) to Monarch (533641) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Monarch - Arco Tap 69 kV	Rebuild of the 69 kV line Monarch (533641) to Arco Tap (533620) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Arco Tap - Ena 69 kV	Rebuild of the 69 kV line Arco Tap (533620) to Ena (533634) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Ena - Coal Creek 69 kV	Rebuild of the 69 kV line Ena (533634) to Coal Creek (533634) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Coal Creek - Tioga 69 kV	Rebuild of the 69 kV line Coal Creek (533633) to Tioga (533646) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Coal Creek Terminal	Addition of 9.6 MVAR shunt at Coal Creek (533633) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015

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, Network 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
WESTAR ENERGY**

APPENDIX 1 Westar Energy NETWORK RESOURCES

Network Resource	Maximum Net Dependable Capacity		Location
	Summer	Winter	
Gordon Evans Energy Center CT1	74	74	Sedgwick Co., Kansas
Gordon Evans Energy Center CT2	72	72	Sedgwick Co., Kansas
Gordon Evans Energy Center CT3	146	146	Sedgwick Co., Kansas
Gordon Evans Energy Center 1	151	151	Sedgwick Co., Kansas
Gordon Evans Energy Center 2	374	374	Sedgwick Co., Kansas
Gordon Evans Energy Diesel	3	3	Sedgwick Co., Kansas
Hutchinson Energy Center CT 1	51	51	Reno Co., Kansas
Hutchinson Energy Center CT 2	51	51	Reno Co., Kansas
Hutchinson Energy Center CT 3	56	56	Reno Co., Kansas
Hutchinson Energy Center CT 4	75	75	Reno Co., Kansas
Hutchinson Energy Center 4	166	166	Reno Co., Kansas
Hutchinson Energy Center Diesel	3	3	Reno Co., Kansas
LaCygne 1	370	370	Linn Co., Kansas
LaCygne 2	341	341	Linn Co., Kansas
Lawrence Energy Center 3	49	49	Douglas Co, Kansas
Lawrence Energy Center 4	110	110	Douglas Co, Kansas
Lawrence Energy Center 5	373	373	Douglas Co, Kansas
Murray Gill Energy Center 1	39	39	Sedgwick Co., Kansas
Murray Gill Energy Center 2	63	63	Sedgwick Co., Kansas
Murray Gill Energy Center 3	95	95	Sedgwick Co., Kansas
Murray Gill Energy Center 4	99	99	Sedgwick Co., Kansas
State Line CT 2-1	65	65	Jasper Co., Missouri
State Line CT 2-2	65	65	Jasper Co., Missouri
State Line CC 2-3	74 *	74*	Jasper Co., Missouri *Firm transmission rights of 74MW until 6/1/2013. 106MW Winter and 79MW Summer of transmission service confirmed for term of 6/1/2013 to 6/1/2024.
Tecumseh Energy Center 7	74	74	Shawnee Co., Kansas
Tecumseh Energy Center 8	130	130	Shawnee Co., Kansas
Jeffrey Energy Center 1	552	552	Pottawatomie Co., Kansas
Jeffrey Energy Center 2	552	552	Pottawatomie Co., Kansas
Jeffrey Energy Center 3	552	552	Pottawatomie Co., Kansas
Wolf Creek	548	548	Coffey Co., Kansas
Spring Creek CT 1	56	0*	Logan Co., Oklahoma * Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.

Network Resource	Maximum Net Dependable Capacity		Location
	Summer	Winter	
Spring Creek CT 2	56	0*	Logan Co., Oklahoma *Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.
Spring Creek CT 3	56	0*	Logan Co., Oklahoma *Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.
Spring Creek CT 4	57	0*	Logan Co., Oklahoma *Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.
Spring Creek CT 1	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Spring Creek CT 2	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Spring Creek CT 3	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Spring Creek CT 4	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Peak Power Agreement between Western Resources and City of Erie, Kansas dated December 15 th , 1998	20	20	Erie Energy Center, Neosho County, Kansas
Energy Supply Agreement between Kansas Gas and Electric Company and Frontier El Dorado Refining Company dated March 2005	35	35	
Peak Power Agreement between Western Resources and City of Chanute, Kansas dated October 29, 2001.	14	14	
McPherson GT1	51	51	McPherson Co, KS
McPherson GT2	52	52	McPherson Co, KS
McPherson GT3	50	50	McPherson Co, KS
McPherson GT4	79	79	McPherson Co, KS
Emporia Energy Center Unit # 1-5	310	380	Lyon County, KS Begins 5/1/08
Emporia Energy Center Unit # 6-7	300	360	Lyon County, KS Begins 5/1/09
Associated Electric Cooperative, Inc System Purchase	40	40	Term of service is 1/1/09 to 1/1/14
Central Plains Wind	0	0	99MW of Firm Transmission Rights.
Meridian Way Wind	0	0	96MW of Firm Transmission Rights
Flat Ridge Wind	0	0	100MW of Firm Transmission Rights
Post Rock Wind Farn	0	0	Ford Co., KS, 201 MW Firm Transmission Rights Term of Service; 6/1/2013 to 9/1/2032

Network Resource	Maximum Net Dependable Capacity		Location
	Summer	Winter	
Wolf Creek	20	20	Coffey Co., Kansas - transmission service for term of 5/1/2011 to 5/1/2018
Ironwood Wind Farm	20**	20**	Ford Co., Kansas- 20 MW of Net Dependable Capacity with 200 MW of Firm Transmission rights from 9/1/2012 to 9/1/2022
Ironwood Wind Farm	13**	13**	Ford Co., Kansas- 13 MW of Net Dependable Capacity with 135 MW of Firm Transmission rights from 1/1/2016 to 1/1/2021
Jeffrey Energy Center	174	174	Pottawatomie Co., Kansas - transmission service for term of 1/4/2019 to 1/1/2029
Jeffrey Energy Center	61	61	Pottawatomie Co., Kansas - transmission service for term of 1/1/2014 to 1/1/2024
Jeffrey Energy Center	167	167	Pottawatomie Co., Kansas - transmission service for term of 6/1/2010 to 6/1/2020

Appendix 2

**Receipt Points of
WESTAR ENERGY**

APPENDIX 2 WESTAR ENERGY RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)	Rating (MVA)
All Westar Generation contained in the SPP model as Network Customer's Control Area generation will be under this agreement. All Westar Energy Interchange Ties contained in the SPP model as Network Customer's Control Area interchange ties will be under this agreement.			

Appendix 3

All load contained in the SPP model as Network Customer's Control Area load will be under this agreement except for the load referenced as part of this Appendix.

**LOADS ON WESTAR ENERGY'S ZONES
EXCLUDED FROM THIS NETWORK AGREEMENT**

Effective	SPP Service Type	Transmission Customer	Excluded Loads
<i>The following loads are excluded from this NITS Agreement.</i>			
12/01/2009	SPP Network	Westar Energy Generation Services (WRGS)	City of Alma, KS City of Blue Mound, KS City of Bronson, KS City of Elsmore, KS City of LaHarpe, KS City of Mindenmines, MO City of Moran, KS City of Mulberry, KS City of Robinson, KS City of Savonburg, KS City of Vermillion, KS City of Wathena, KS
12/01/2009	SPP Network	City of Mulvane, KS (MULV)	City of Mulvane, KS
12/01/2009	SPP Network	Kansas Electric Power Cooperative, Inc. (KEPCo)	All Cooperative Loads within Westar Energy Delivery System
12/01/2009	SPP Network	Kansas Power Pool (KPP)	City of Augusta, KS City of Burlington, KS City of Clay Center, KS City of Erie, KS City of Haven, KS City of Hillsboro, KS City of Holton, KS City of Minneapolis, KS City of Mount Hope, KS City of Oxford, KS City of St Marys, KS City of Wellington, KS City of Winfield, KS

Continue Loads on Westar Energy's Zones Excluded from this Network Agreement

Effective	SPP Service Type	Transmission Customer	Excluded Loads
<i>Continue Excluded Loads from this NITS Agreement.</i>			
01/01/2010	SPP Network	Westar Energy Generation Services (WRGS)	City of Elwood, KS
02/01/2010	SPP Network	Westar Energy Generation Services (WRGS)	Doniphan Electric Cooperative
02/01/2010	SPP Network	Kaw Valley Electric Cooperative (KVEC)	All cooperative loads within Westar Energy's Delivery System
02/01/2010	SPP Network	Nemaha-Marshall Electric Cooperative (NMEC)	All cooperative loads within Westar Energy's Delivery System
04/01/2010	SPP Network	Westar Energy Generation Services (WRGS)	City of Toronto, KS
08/01/2010	SPP Network	Westar Energy Generation Services (WRGS)	City of Morrill, KS
10/01/2010	SPP Network	Kansas City Power & Light – Greater Missouri (KCPL-GMO)	City of Eve, MO City of Richards, MO
01/01/2011	SPP Network	Westar Energy Generation Services (WRGS)	City of McPherson, KS City of Muscotah, KS
04/01/2011	SPP Network	Kansas Power Pool (KPP)	City of Marion, KS
07/01/2011	SPP Network	Westar Energy Generation Services (WRGS)	City of Altamont, KS
03/01/2012	SPP Network	Westar Energy Generation Services (WRGS)	City of Herington, KS
04/01/2012	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Arma, KS City of Enterprise, KS City of Lindsborg, KS City of Troy, KS
06/01/2012	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Wamego, KS
09/01/2012	SPP Network	Kansas Power Pool (KPP)	City of Udall, KS
11/01/2012	SPP Network	Westar Energy Generation Services (WRGS)	City of Scranton, KS
5/1/2013	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Girard, KS
6/1/2013	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Eudora, KS City of Chapman, KS
7/1/2013	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Horton, KS
9/1/2013	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Neodesha, KS
10/1/2013			City of Iola, KS
12/1/2013			City of Sabetha, KS
1/1/2014	SPP Network	Kansas Municipal Energy Agency (KMEA)	City of Seneca, KS City of Burlingame, KS City of Osage, KS
1/1/2014			City of Chanute, KS
2/1/2014			City of Arcadia, KS City of Centralia, KS City of Fredonia, KS

**LOADS ON WESTAR ENERGY'S ZONES
INCLUDED IN THIS NETWORK AGREEMENT**

- Retail Load Delivery Points (Westar Energy Total Network Load less all other loss adjusted loads)

**LOADS ON OKLAHOMA GAS & ELECTRIC (OG&E) ZONES
INCLUDED IN THIS NETWORK AGREEMENT**

Effective	SPP Service Type	Transmission Customer	Included Loads
<i>The following loads are included in this NITS Agreement.</i>			
11/1/2010	Network	Westar Energy Generation Services (WRGS)	Spring Creek

Attachment A

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
1346842	MEDICINE LODGE - PRATT 115KV CKT 1	FROM->TO	MEDICINE LODGE - PRATT 115KV CKT 1	15.1 MW	FLATRDG3 138.00 - HARPER 138KV CKT 1	Starting 2010 12/1 - 4/1 Until EOC of Upgrade
1346842	MEDICINE LODGE - PRATT 115KV CKT 1	FROM->TO	MEDICINE LODGE - PRATT 115KV CKT 1	5.5 MW	FLATRDG3 138.00 - HARPER 138KV CKT 1	Starting 2010 6/1 - 10/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7.2	MEDICINE LODGE - SAWYER 3 115.00 115KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	SPS North-South Stability Limit	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	15.1	BASE CASE	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	SPS North-South Stability Limit	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	15.1	BASE CASE	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	6.8	FINNEY SWITCHING STATION - Hitchland Interchange 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.9	FINNEY SWITCHING STATION - Hitchland Interchange 345KV CKT 1	12/1/16 - 4/1/17

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.1	HARPER (HARPER 4) 138/34.5/8.66KV TRANSFORMER CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	BUSHLAND INTERCHANGE - DEAF SMITH COUNTY INTERCHANGE E 230KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	2.2	PLANT X STATION - POTTER COUNTY INTERCHANGE E 230KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7.1	PRATT - SAWYER 3 115.00 115KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	9.5	PRATT - SAWYER 3 115.00 115KV CKT 1	12/1/16 - 4/1/17

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	9.5	MEDICINE LODGE - SAWYER 3 115.00 115KV CKT 1	12/1/16 - 4/1/17
76660613 (studied as 73822803)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	6.5	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	FPL SWITCH - WOODWARD 138KV CKT 1	TO- >FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	6.5	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM- >TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.1	MEDICINE LODGE - SAWYER 3 115.00 115KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
78165463 (studied as 75021167)	LYONS - RICE_CO 115KV CKT 1	TO- >FROM	LYONS - WHEATLAND 115KV CKT 1 #1 LYONS - WHEATLAND 115KV CKT 1 #2	83.6	CIRCLE - RICECO 230.00 230KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

NETWORK OPERATING AGREEMENT BETWEEN SOUTHWEST POWER POOL, INC., WESTAR ENERGY, INC, AND OKLAHOMA GAS AND ELECTRIC COMPANY

This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of February, 2014, by and between Westar Energy, Inc. ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider") and Oklahoma Gas and Electric Company ("Host Transmission Owner") Westar Energy, Inc. ("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 transaction identification E-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.

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.

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.
Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: (501) 688-1782
Email: tkentner@spp.org

Host Transmission Owner:
Oklahoma Gas and Electric Company
Philip L. Crissup
Vice President – Utility Technical Services
P.O. Box 321 M/C 903
Oklahoma City, OK 73101
Phone: (405) 553-3461
Email: crissupl@oge.com

Host Transmission Owner:
Westar Energy, Inc.
Thomas R. Stuchlik
Executive Director, System Operations
818 S. Kansas Avenue
Topeka, KS 66612

Phone: (785) 575-6046
Fax: (785) 575-1798
Email: tom.stuchlik@westarenergy.com

Network Customer:

John Olsen
Executive Director, Power Marketing
818 S. Kansas Avenue
Topeka, Kansas 66612
Phone: (785) 575-8078
Email: john.olsen@westarenergy.com

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

2-26-2014
Date

NETWORK CUSTOMER

/s/ John P. Olsen
Signature

John P. Olsen
Printed Name

ED, BPM
Title

2/14/14
Date

HOST TRANSMISSION OWNER

/s/ Thomas R. Stuchlik
Signature

Thomas R. Stuchlik
Printed Name

Executive Director System Ops
Title

2/13/2014
Date

HOST TRANSMISSION OWNER

/s/ Philip L. Crissup
Signature

Philip L. Crissup
Printed Name

Vice President Utility Tech Support
Title

2/10/14
Date

**SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION
SERVICE BETWEEN SOUTHWEST POWER POOL, INC.
AND WESTAR ENERGY, INC.**

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of February, 2014, by and between Westar Energy, Inc. and its subsidiary, Kansas Gas & Electric 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.
- 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. 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 January 1, 2018. 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 Dr.
Little Rock, AR 72223-4936
Email Address: tkentner@spp.org
Phone Number: 501-688-1782

Network Customer:

John Olsen
Executive Director, Power Marketing
818 S. Kansas Avenue
Topeka, Kansas 66612
Email Address: john.olsen@westarenergy.com
Phone Number: 785-575-8078

- 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

NETWORK CUSTOMER

/s/ Carl Monroe
Signature

/s/ John P Olsen
Signature

Carl Monroe
Printed Name

John P Olsen
Printed Name

EVP & COO
Title

ED. BPM
Title

2-26-2014
Date

2/14/14
Date

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND WESTAR ENERGY
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 Westar Energy Control Area as defined in Appendix 3.

For the Network Customer's Network Load in Westar Energy's Zone, the Network Customer's Network Load shall be measured by subtracting loss adjusted "Excluded" loads listed in Appendix 3 from the Westar Energy Zone load. Transmission losses for the "Excluded" load shall be according to Section 8.5 of this service agreement. The distribution losses shall be in accordance with Westar Energy's OATT, Section 28.5 based upon the location of each delivery point meter located on the distribution facilities. The composite loss percentages in Section 28.5 shall exclude transmission losses. For the Network Customer's Network Load in Zones other than Westar Energy's Zone, t

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 the Westar Energy's control area. 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 Network Customer identified in Section 2.0 hereof as the Network Load are electrically located within the Westar Energy's Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of Westar Energy 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.

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.

8.5 Real Power Losses- Transmission

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

8.6 Real Power Losses- Distribution

8.7 Power Factor Correction Charge

8.8 Redispatch Charge

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

For request 1140120 and request 1161506, the Emporia Energy Center resource, provide generation redispatch power in the specified amounts necessary to alleviate loadings on the facilities listed in Attachment A prior to the completion of the planned Transmission Owner reliability network upgrades or new construction associated with each limiting facility. The specified amounts and constraining facilities for which redispatch will be required are also defined in Attachment A.

The Network Customer agrees to provide at least one of the potential Westar redispatch pairs listed in Table 6 of the posted 2006-AG3-AFS-6 study, and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

Such redispatch obligations shall be arranged in accordance with Attachment K of the Tariff and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

The interim network integration transmission service shall remain in place until the network upgrades are completed.

For request and resource (denoted in table below), provide generation redispatch power in the specified amounts necessary to alleviate loading on the facilities listed in Attachment A prior to completion of Service, Reliability, and Construction Pending upgrades. The Network Customer agrees to provide at least one of the potential WR redispatch pairs listed in Table 6 of the final posting of study (denoted in table below), and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

OASIS Request	Resource	Aggregate Study
73315407	Central Plains Wind	2007-AG2
73447931	Meridian Way Wind	2007-AG3
73447934	Flat Ridge Wind	2007-AG3
1457049	Jeffrey Energy Center	2008-AGP1
76660613	Ironwood Wind Farm	2010-AGP1

In the absence of implementation of interim redispatch as requested by the Transmission Provider for Network Customer transactions resulting in overloads on limiting facilities, the Transmission Provider shall curtail the customers schedule.

Such redispatch obligations shall be arranged in accordance with Attachment K of the Tariff and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

The interim redispatch service shall remain in place until the network upgrades are completed.

8.9 Wholesale Distribution Service Charge

8.10 Network Upgrade Charges

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

1. Spring Creek Generation 225 MW from POR – OKGE, Source – OKGE.SC.WR to POD – WR, Sink – WR, as more specifically identified in transmission service request 1293991. Contingent upon the completion of required upgrades as specified below, designation of this designated resource shall be effective on June 1, 2007 and shall remain effective through June 1, 2027 or if Westar discontinues to take Network Service before such date Westar shall be obligated to converted this service to Firm Point to Point Service for the remainder of this term.

The requested service requires completion of the following aggregate study SPP-2006-AG2 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Network upgrades on the Coffeyville Tap – Dearing 138kV Ckt 1 facility by American Electric Power required by June 1, 2010. This upgrade consists of rebuilding 1.09 miles of circuit with 1590 ACSR conductor.

Network upgrades on the Coffeyville Tap – Dearing 138kV Ckt 1 facility by Westar Energy required by June 1, 2010. This upgrade consists of rebuilding 3.93 miles of circuit with 1590 ACSR conductor.

Network upgrades on the Rose Hill 345/138kV Transformer Ckt 3 facility by Westar Energy required by June 1, 2011. This upgrade consists of adding a third 345/138kV transformer at Rose Hill.

Network upgrades to construct approximately 50 miles of new 345kV line from the Oklahoma/Kansas state border to the Rose Hill Substation by Westar Energy required by June 1, 2016.

Network upgrades to construct approximately 50 miles of new 345kV line from the Oklahoma/Kansas state border to the Sooner Substation by Oklahoma Gas and Electric required by June 1, 2016.

2. Stateline CC Generation additional capacity of 5MW Summer and 32MW Winter from POR – EDE, Source – EDE.SLCC.WR to POD – WR, Sink – WR_WR, as more specifically identified in transmission service request 1605064. Contingent upon the completion of required upgrades as specified below, designation of this additional capacity as a designated resource shall be effective on June 1, 2013 and shall remain effective through June 1, 2024 or if Westar discontinues to take Network Service before such date Westar shall be obligated to converted this service to Firm Point to Point Service for the remainder of this term.

The requested service requires completion of the following aggregate study SPP-2007-AG1 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
COFFEYVILLE TAP - DEARING 138KV CKT 1 WERE #2	Replace Disconnect Switches, Wavetrap, Breaker, Jumpers	WERE	6/1/2010
LITCHFIELD - AQUARIUS - HUDSON JUNCTION 69KV CKT 1 Displacement	Replace 69 kV disconnect switches at Aquarius.	WERE	6/1/2014
NEOSHO - NORTHEAST PARSONS 138KV CKT 1	Replace bus and Jumpers at NE Parsons 138 kV substation	WERE	6/1/2011

The requested service depends on and is contingent on the completion of the following reliability and construction pending upgrades. These upgrades costs are not assignable to the Network Customer.

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
FRANKLIN-SHEFFIELD 69KV CKT 1	Build 6 miles of double circuit 69 kV line from new Franklin substation to Mulberry - Sheffield 69 kV line, tapping line and connecting to Sheffield.	WERE	6/1/2014

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
FRANKLIN- MULBERRY 69 KV CKT 1	Build 6 miles of double circuit 69 kV line from new Franklin substation to Mulberry - Sheffield 69 kV line, tapping line and connecting to Mulberry.	WERE	6/1/2014
FRANKLIN 161 kV SUBSTATION	Tap Litchfield - Marmaton 161 kV line at new Franklin substation	WERE	6/1/2014

3. Meridian Way Wind, 96MW from POR – SECI, Source – WR.MWW to POD – WR, Sink WR_WR, as more specifically identified in transmission request 73447931. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on November 1, 2009 and remain effective through November 1, 2019.

The requested service requires completion of the following aggregate study SPP-2007-AG3 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades for Meridian Way Wind

Upgrade Name	Upgrade Description	Funding Source	Transmission Owner	Date Required in Service
CLIFTON - GREENLEAF 115KV CKT 1	Rebuild 14.4 miles	Partial Base Plan Funding	MKEC	6/1/2011
DEARING 138KV Capacitor	Dearing 138 kV 20 MVAR Capacitor Addition	Full Base Plan Funding	WERE	6/1/2012
FLATRDG3 138.00 - MEDICINE LODGE 138KV CKT 1	Rebuild 8.05 mile line	Partial Base Plan Funding	MKEC	1/1/2010
FLATRDG3 138.00 - HARPER 138KV CKT 1	Rebuild 24.15 mile line	Partial Base Plan Funding	MKEC	1/1/2010

Network Customer shall pay estimated revenue requirements of \$43,074 over the 120 month term of this service totaling \$5,168,925 for Mid Kansas Electric Company Network Upgrades on the Clifton-Greenleaf 115kV Ckt. 1 facility required by June 1, 2011. This upgrade consists of rebuilding 14.4 miles of the 115kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$7.51 over the 120 month term of this service totaling \$901 for Mid Kansas Electric Company Network Upgrades on the Flatridge-Medicine Lodge 138kV Ckt 1 facility required by January 1, 2010. This upgrade consists of rebuilding 8.05 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$1,947.43 over the 120 month term of this service totaling \$233,692 for Mid Kansas Electric Company Network Upgrades on the Flatridge-Harper 138kV Ckt 1 facility required by January 1, 2010. This upgrade consists of rebuilding 24.15 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

4. Flat Ridge Wind, 100MW from POR – SECI, Source – WR.FRW.1 to POD – WR, Sink WR_WR, as more specifically identified in transmission request 73447934. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on November 1, 2009 and remain effective through November 1, 2019.

The requested service requires completion of the following aggregate study SPP-2007-AG3 allocated network upgrades. The costs of these upgrades are allocated to the Network Customer but are partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades for Flat Ridge Wind

Upgrade Name	Upgrade Description	Funding Source	Transmission Owner	Date Required in Service
DEARING 138KV Capacitor	Dearing 138 kV 20 MVAR Capacitor Addition	Full Base Plan Funding	WERE	6/1/2012
FLATRDG3 138.00 - MEDICINE LODGE 138KV CKT 1	Rebuild 8.05 mile line	Partial Base Plan Funding	MKEC	1/1/2010
FLATRDG3 138.00 - HARPER 138KV CKT 1	Rebuild 24.15 mile line	Partial Base Plan Funding	MKEC	1/1/2010
GILL ENERGY CENTER EAST - MACARTHUR 69KV CKT 1 Displacement	Rebuild 5.56-mile line	Full Base Plan Funding	WERE	6/1/2012

Upgrade Name	Upgrade Description	Funding Source	Transmission Owner	Date Required in Service
MACARTHUR - OATVILLE 69KV CKT 1 Displacement	Replace the 69 kV bus and jumpers on the Oatville-Mac Arthur 69 kV line.	Full Base Plan Funding	WERE	6/1/2012
MEDICINE LODGE - PRATT 115KV CKT 1	Rebuild 26 mile line	Partial Base Plan Funding	MKEC	1/1/2010
MEDICINE LODGE 138/115KV TRANSFORMER CKT 1 Displacement	Upgrade transformer	Partial Base Plan Funding	MKEC	1/1/2010

Network Customer shall pay estimated revenue requirements of \$23,146.47 over the 120 month term of this service totaling \$2,777,576 for Mid Kansas Electric Company Network Upgrades on the Flatridge – Medicine Lodge 138kV CKT1 facility required by January 1, 2010. This upgrade consists of rebuilding 8.05 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$73,021.23 over the 120 month term of this service totaling \$8,762,548 for Mid Kansas Electric Company Network Upgrades on the Flatridge-Harper 138kV CKT 1 facility required by January 1, 2010. This upgrade consists of rebuilding 24.15 miles of the 138kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$77,079.82 over the 120 month term of this service totaling \$9,249,578 for Mid Kansas Electric Company Network Upgrades on the Medicine Lodge - Pratt 115kV CKT 1 facility required by January 1, 2010. This upgrade consists of rebuilding 26 miles of the 115kV transmission circuit. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

Network Customer shall pay estimated revenue requirements of \$11,026.59 over the 120 month term of this service totaling \$1,323,191 for Mid Kansas Electric Company Network Upgrades on the Medicine Lodge 138/115kV Transformer CKT 1 Displacement facility required by January 1, 2010. This upgrade consists

of a transformer upgrade. The cost of this upgrade is partially base plan fundable in accordance with Section III.A., Attachment J of the Tariff.

5. Wolf Creek, 20MW from POR – WR, Source – WR.WOLF to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1405690. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on May 1, 2011 and remain effective through May 1, 2018.

The requested service depends on and is contingent on completion of the following Reliability and Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Reliability and Construction Pending Upgrades required for Wolf Creek

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011
BURLINGTON JUNCTION - WOLF CREEK 69KV CKT 1	Rebuild 4.1 miles with 954 kmil ACSR (138kV/69kV Operation)	WERE	6/1/2010

7. Jeffrey Energy Center, 174 MW from POR – WR, Source – WR.JEC to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1457037. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on January 4, 2019 and remain effective through January 4, 2029.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 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 Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
EAST MANHATTAN - NW MANHATTAN 230KV CKT 1	Replace Terminal Equipment	WERE	6/1/2019

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
HALSTEAD SOUTH - SEDGWICK COUNTY NO. 12 COLWICH 138KV CKT 1	Replace disconnect switches, wavetrap and CT	WERE	6/1/2019

The requested service depends on and is contingent on completion of the following Reliability Projects. These upgrades costs are not assignable to the Network Customer.

Reliability Project Upgrade required for Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011

8. Jeffrey Energy Center, 61 MW from POR – WR, Source – WR.JEC to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1457044.

Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on January 1, 2014 and remain effective through January 1, 2024.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 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 Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
EAST MANHATTAN - NW MANHATTAN 230KV CKT 1	Replace Terminal Equipment	WERE	6/1/2019
HALSTEAD SOUTH - SEDGWICK COUNTY NO. 12 COLWICH 138KV CKT 1	Replace disconnect switches, wavetrap and CT	WERE	6/1/2019

The requested service depends on and is contingent on completion of the following Reliability Projects. These upgrades costs are not assignable to the Network Customer.

Reliability Upgrades required for Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011

9. Jeffrey Energy Center, 167 MW from POR – WR, Source – WR.JEC to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 1457049. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2010 and remain effective through June 1, 2020.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 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 Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
EAST MANHATTAN - NW MANHATTAN 230KV CKT 1	Replace Terminal Equipment	WERE	6/1/2019
HALSTEAD SOUTH - SEDGWICK COUNTY NO. 12 COLWICH 138KV CKT 1	Replace disconnect switches, wavetraps and CT	WERE	6/1/2019
KCI - Platte City 161kV Ckt 1	Replace 800 amp wavetraps at KCI	KACP	6/1/2010
SEWARD - ST JOHN 115KV CKT 1	Replace CTs and relays at Seward substation and St John substation	MKEC	6/1/2010

The requested service depends on and is contingent on completion of the following Reliability and Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Reliability and Construction Pending Upgrades required for Jeffrey Energy Center

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
GILL ENERGY CENTER EAST - INTERSTATE 138KV CKT 1	Replace wave trap	WERE	6/1/2011

10. Ironwood Wind Farm, MW from POR – SECI, Source – WR.IWW1.GEN to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 76660613. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on September 1, 2012 and remain effective through September 1, 2022.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2010-AGP1 Expansion Plan and Construction Pending Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer.

Expansion Plan Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	6/1/2012
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	6/1/2012
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	6/1/2012
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	6/1/2012
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	6/1/2012
Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC	Build a new 28.6 mile dbl ckt 345 kV line with at least 3000 A capacity from the Medicine Lodge sub to the KS/OK state border towards the Woodward District EHV sub. Install the necessary breakers and terminal equipment at the Medicine Lodge sub.	MKEC	6/1/2012

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile dbl ckt 345 kV line with at least 3000 A capacity from the Woodward District EHV sub to the KS/OK state border towards the Medicine Lodge sub. Upgrade the Woodward District EHV sub with the necessary breakers and terminal equipment.	OKGE	6/1/2012
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	6/1/2012
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	6/1/2012
TUCO - WOODWARD 345 KV CKT 1 OKGE	Build new 345 kV line from Woodward EHV to Tuco	OKGE	6/1/2012
TUCO - WOODWARD 345 KV CKT 1 SPS	Build new 345 kV line from Woodward EHV to Tuco	SPS	6/1/2012
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	6/1/2012

11. Post Rock Wind Farm, 201MW from POR –WR, Source – WR.PRW.GEN to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 78165463. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2013 and remain effective through September 1, 2032.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2011-AGP1 Expansion Plan and Construction Pending Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer.

Expansion Plan Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
MOUNDRIDGE 138/115KV TRANSFORMER CKT 2	Install second 138/115 kV transformer at Moundridge. Operate both 138/115 kV transformers normally closed.	WERE	6/1/2013

Construction Pending Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
LYONS - WHEATLAND 115KV CKT 1 #1	Replace CTs	WERE	6/1/2013
LYONS - WHEATLAND 115KV CKT 1 #2	Rerate circuit to 1000 amps	WERE	6/1/2013

12. Ironwood Wind Farm, 135MW from POR –WR, Source – WR.IWW1.GEN to POD – WR, Sink- WR_WR, as more specifically identified in transmission request 75710756. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on January 1, 2016 and remain effective through January 1, 2021.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2011-AG2 Expansion Plan Upgrades by the required date as listed below. The costs of these upgrades are not assigned to the Network Customer.

Expansion Plan Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
HAYS PLANT - SOUTH HAYS 115KV CKT 1 #2	Tear down and rebuild of existing South Hays - Hays Plant 115 kV line. Tentative plans include rebuilding on existing right-of-way with the possibility of re-routing a portion of the line to new right-of-way as necessary.	MIDW	12/31/2014
Line - Clark County - Thistle 345 kV dbl Ckt	Build a new 86 mile double circuit 345 kV line with at least 3000 A capacity from the Thistle 345 kV substation to the new Clark County substation. Build a new 345 kV substation at Thistle with a ring bus and necessary terminal equipment.	ITCGP	12/31/2014
Line - Hitchland - Woodward 345 kV dbl Ckt OKGE	Build a new 92 mile double circuit 345 kV line with at least 3000 A capacity from the Woodward District EHV substation to the SPS interception from the Hitchland substation. Upgrade the Woodward District EHV substation with the necessary breakers and term	OKGE	12/31/2014

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Hitchland - Woodward 345 kV dbl Ckt SPS	Build 30 mile double circuit 345 kV line with at least 3000 A capacity from the Hitchland substation to the OGE interception point from the Woodward District EHV substation. Upgrade the Hitchland substation with the necessary breakers and terminal equipment	SPS	12/31/2014
Line - Spearville - Clark County 345 kV dbl Ckt	Build a new 36 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the new Clark County substation. Build the Clark County 345 kV substation with a ring bus and necessary terminal equipment.	ITCGP	12/31/2014
Line - Thistle - Wichita 345 kV dbl Ckt PW	Build a new 78 mile double circuit 345 kV line with at least 3000 A capacity from the Wichita substation to the new Thistle 345 kV substation.	PW	12/31/2014
Line - Thistle - Wichita 345 kV dbl Ckt WERE	Upgrade the Wichita substation with the necessary breakers and terminal equipment to accommodate two new 345 kV circuits from the new Thistle 345 kV substation	WERE	12/31/2014
Line - Thistle - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile double circuit 345 kV line with at least 3000 A capacity from the Woodward District EHV substation to the Kansas/Oklahoma state border towards the Thistle substation. Upgrade the Woodward District EHV substation with the necessary breakers	OKGE	12/31/2014
Line - Thistle - Woodward 345 kV dbl Ckt PW	Build a new 30 mile double circuit 345 kV line with at least 3000 A capacity from the Thistle substation to the Kansas/Oklahoma state border towards the Woodward District EHV substation.	PW	12/31/2014
Line - Tuco - Woodward 345 kV line OKGE	Build new 345 kV line from Woodward EHV to Border - Project costs now include Border reactor substation	OKGE	12/31/2014
Line - Tuco - Woodward 345 kV line SPS	Build new 345 kV line from Tuco to OGEs Border station near TX/OK Stateline. Install line reactor outside Border station and line reactors at Tuco.	SPS	12/31/2014
XFR - Thistle 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Thistle substation.	ITCGP	12/31/2014

13. Service to Coal Creek (15 MW) delivery point studied in DPA-2013-March-302. Service to this delivery point is contingent and depends upon the

completion of Reliability upgrades as specified below. Transmission Service to this delivery point shall be effective on April 1, 2014.

Reliability Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Allen - Monarch 69 kV	Rebuild of the 69 kV line Allen (533621) to Monarch (533641) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Monarch - Arco Tap 69 kV	Rebuild of the 69 kV line Monarch (533641) to Arco Tap (533620) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Arco Tap - Ena 69 kV	Rebuild of the 69 kV line Arco Tap (533620) to Ena (533634) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Ena - Coal Creek 69 kV	Rebuild of the 69 kV line Ena (533634) to Coal Creek (533634) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Coal Creek - Tioga 69 kV	Rebuild of the 69 kV line Coal Creek (533633) to Tioga (533646) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015
Coal Creek Terminal	Addition of 9.6 MVAR shunt at Coal Creek (533633) to resolve potential overloads and voltage violations in the area as a result of new load at Coal Creek substation.	WR	6/1/2015

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, Network 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
WESTAR ENERGY**

APPENDIX 1 Westar Energy NETWORK RESOURCES

Network Resource	Maximum Net Dependable Capacity		Location
	Summer	Winter	
Gordon Evans Energy Center CT1	74	74	Sedgwick Co., Kansas
Gordon Evans Energy Center CT2	72	72	Sedgwick Co., Kansas
Gordon Evans Energy Center CT3	146	146	Sedgwick Co., Kansas
Gordon Evans Energy Center 1	151	151	Sedgwick Co., Kansas
Gordon Evans Energy Center 2	374	374	Sedgwick Co., Kansas
Gordon Evans Energy Diesel	3	3	Sedgwick Co., Kansas
Hutchinson Energy Center CT 1	51	51	Reno Co., Kansas
Hutchinson Energy Center CT 2	51	51	Reno Co., Kansas
Hutchinson Energy Center CT 3	56	56	Reno Co., Kansas
Hutchinson Energy Center CT 4	75	75	Reno Co., Kansas
Hutchinson Energy Center 4	166	166	Reno Co., Kansas
Hutchinson Energy Center Diesel	3	3	Reno Co., Kansas
LaCygne 1	370	370	Linn Co., Kansas
LaCygne 2	341	341	Linn Co., Kansas
Lawrence Energy Center 3	49	49	Douglas Co, Kansas
Lawrence Energy Center 4	110	110	Douglas Co, Kansas
Lawrence Energy Center 5	373	373	Douglas Co, Kansas
Murray Gill Energy Center 1	39	39	Sedgwick Co., Kansas
Murray Gill Energy Center 2	63	63	Sedgwick Co., Kansas
Murray Gill Energy Center 3	95	95	Sedgwick Co., Kansas
Murray Gill Energy Center 4	99	99	Sedgwick Co., Kansas
State Line CT 2-1	65	65	Jasper Co., Missouri
State Line CT 2-2	65	65	Jasper Co., Missouri
State Line CC 2-3	74 *	74*	Jasper Co., Missouri *Firm transmission rights of 74MW until 6/1/2013. 106MW Winter and 79MW Summer of transmission service confirmed for term of 6/1/2013 to 6/1/2024.
Tecumseh Energy Center 7	74	74	Shawnee Co., Kansas
Tecumseh Energy Center 8	130	130	Shawnee Co., Kansas
Jeffrey Energy Center 1	552	552	Pottawatomie Co., Kansas
Jeffrey Energy Center 2	552	552	Pottawatomie Co., Kansas
Jeffrey Energy Center 3	552	552	Pottawatomie Co., Kansas
Wolf Creek	548	548	Coffey Co., Kansas
Spring Creek CT 1	56	0*	Logan Co., Oklahoma * Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.

Network Resource	Maximum Net Dependable Capacity		Location
	Summer	Winter	
Spring Creek CT 2	56	0*	Logan Co., Oklahoma *Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.
Spring Creek CT 3	56	0*	Logan Co., Oklahoma *Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.
Spring Creek CT 4	57	0*	Logan Co., Oklahoma *Note: Not to be called upon as a Network Resource during Winter period (December through March) until market conditions result in a HHI of 100 or less. Term of service 6/1/2007 to 1/1/2016.
Spring Creek CT 1	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Spring Creek CT 2	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Spring Creek CT 3	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Spring Creek CT 4	75	75	Logan Co., Oklahoma Term of service: 1/1/2016-6/1/2027
Peak Power Agreement between Western Resources and City of Erie, Kansas dated December 15 th , 1998	20	20	Erie Energy Center, Neosho County, Kansas
Energy Supply Agreement between Kansas Gas and Electric Company and Frontier El Dorado Refining Company dated March 2005	35	35	
Peak Power Agreement between Western Resources and City of Chanute, Kansas dated October 29, 2001.	14	14	
McPherson GT1	51	51	McPherson Co, KS
McPherson GT2	52	52	McPherson Co, KS
McPherson GT3	50	50	McPherson Co, KS
McPherson GT4	79	79	McPherson Co, KS
Emporia Energy Center Unit # 1-5	310	380	Lyon County, KS Begins 5/1/08
Emporia Energy Center Unit # 6-7	300	360	Lyon County, KS Begins 5/1/09
Associated Electric Cooperative, Inc System Purchase	40	40	Term of service is 1/1/09 to 1/1/14
Central Plains Wind	0	0	99MW of Firm Transmission Rights.
Meridian Way Wind	0	0	96MW of Firm Transmission Rights
Flat Ridge Wind	0	0	100MW of Firm Transmission Rights
Post Rock Wind Farn	0	0	Ford Co., KS, 201 MW Firm Transmission Rights Term of Service; 6/1/2013 to 9/1/2032

Network Resource	Maximum Net Dependable Capacity		Location
	Summer	Winter	
Wolf Creek	20	20	Coffey Co., Kansas - transmission service for term of 5/1/2011 to 5/1/2018
Ironwood Wind Farm	20**	20**	Ford Co., Kansas- 20 MW of Net Dependable Capacity with 200 MW of Firm Transmission rights from 9/1/2012 to 9/1/2022
Ironwood Wind Farm	13**	13**	Ford Co., Kansas- 13 MW of Net Dependable Capacity with 135 MW of Firm Transmission rights from 1/1/2016 to 1/1/2021
Jeffrey Energy Center	174	174	Pottawatomie Co., Kansas - transmission service for term of 1/4/2019 to 1/1/2029
Jeffrey Energy Center	61	61	Pottawatomie Co., Kansas - transmission service for term of 1/1/2014 to 1/1/2024
Jeffrey Energy Center	167	167	Pottawatomie Co., Kansas - transmission service for term of 6/1/2010 to 6/1/2020

Appendix 2

**Receipt Points of
WESTAR ENERGY**

APPENDIX 2 WESTAR ENERGY RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)	Rating (MVA)
All Westar Generation contained in the SPP model as Network Customer's Control Area generation will be under this agreement. All Westar Energy Interchange Ties contained in the SPP model as Network Customer's Control Area interchange ties will be under this agreement.			

Appendix 3

All load contained in the SPP model as Network Customer's Control Area load will be under this agreement except for the load referenced as part of this Appendix.

**LOADS ON WESTAR ENERGY'S ZONES
EXCLUDED FROM THIS NETWORK AGREEMENT**

Effective	SPP Service Type	Transmission Customer	Excluded Loads
<i>The following loads are excluded from this NITS Agreement.</i>			
<u>12/01/2009</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Alma, KS</u> <u>City of Blue Mound, KS</u> <u>City of Bronson, KS</u> <u>City of Elsmore, KS</u> <u>City of LaHarpe, KS</u> <u>City of Mindenmines, MO</u> <u>City of Moran, KS</u> <u>City of Mulberry, KS</u> <u>City of Robinson, KS</u> <u>City of Savonburg, KS</u> <u>City of Vermillion, KS</u> <u>City of Wathena, KS</u>
<u>12/01/2009</u>	<u>SPP Network</u>	<u>City of Mulvane, KS (MULV)</u>	<u>City of Mulvane, KS</u>
<u>12/01/2009</u>	<u>SPP Network</u>	<u>Kansas Electric Power Cooperative, Inc. (KEPCo)</u>	<u>All Cooperative Loads within Westar Energy Delivery System</u>
<u>12/01/2009</u>	<u>SPP Network</u>	<u>Kansas Power Pool (KPP)</u>	<u>City of Augusta, KS</u> <u>City of Burlington, KS</u> <u>City of Clay Center, KS</u> <u>City of Erie, KS</u> <u>City of Haven, KS</u> <u>City of Hillsboro, KS</u> <u>City of Holton, KS</u> <u>City of Minneapolis, KS</u> <u>City of Mount Hope, KS</u> <u>City of Oxford, KS</u> <u>City of St Marys, KS</u> <u>City of Wellington, KS</u> <u>City of Winfield, KS</u>

Continue Loads on Westar Energy's Zones Excluded from this Network Agreement

Effective	SPP Service Type	Transmission Customer	Excluded Loads
<i>Continue Excluded Loads from this NITS Agreement.</i>			
<u>01/01/2010</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Elwood, KS</u>
<u>02/01/2010</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>Doniphan Electric Cooperative</u>
<u>02/01/2010</u>	<u>SPP Network</u>	<u>Kaw Valley Electric Cooperative (KVEC)</u>	<u>All cooperative loads within Westar Energy's Delivery System</u>
<u>02/01/2010</u>	<u>SPP Network</u>	<u>Nemaha-Marshall Electric Cooperative (NMEC)</u>	<u>All cooperative loads within Westar Energy's Delivery System</u>
<u>04/01/2010</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Toronto, KS</u>
<u>08/01/2010</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Morrill, KS</u>
<u>10/01/2010</u>	<u>SPP Network</u>	<u>Kansas City Power & Light – Greater Missouri (KCPL-GMO)</u>	<u>City of Eve, MO</u> <u>City of Richards, MO</u>
<u>01/01/2011</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of McPherson, KS</u> <u>City of Muscotah, KS</u>
<u>04/01/2011</u>	<u>SPP Network</u>	<u>Kansas Power Pool (KPP)</u>	<u>City of Marion, KS</u>
<u>07/01/2011</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Altamont, KS</u>
<u>03/01/2012</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Herington, KS</u>
<u>04/01/2012</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Arma, KS</u> <u>City of Enterprise, KS</u> <u>City of Lindsborg, KS</u> <u>City of Troy, KS</u>
<u>06/01/2012</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Wamego, KS</u>
<u>09/01/2012</u>	<u>SPP Network</u>	<u>Kansas Power Pool (KPP)</u>	<u>City of Udall, KS</u>
<u>11/01/2012</u>	<u>SPP Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>City of Scranton, KS</u>
<u>5/1/2013</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Girard, KS</u>
<u>6/1/2013</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Eudora, KS</u> <u>City of Chapman, KS</u>
<u>7/1/2013</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Horton, KS</u>
<u>9/1/2013</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Neodesha, KS</u>
<u>10/1/2013</u>			<u>City of Iola, KS</u>
<u>12/1/2013</u>			<u>City of Sabetha, KS</u>
<u>1/1/2014</u>	<u>SPP Network</u>	<u>Kansas Municipal Energy Agency (KMEA)</u>	<u>City of Seneca, KS</u> <u>City of Burlingame, KS</u> <u>City of Osage, KS</u>
<u>1/1/2014</u>			<u>City of Chanute, KS</u>
<u>2/1/2014</u>			<u>City of Arcadia, KS</u> <u>City of Centralia, KS</u> <u>City of Fredonia, KS</u>

**LOADS ON WESTAR ENERGY'S ZONES
INCLUDED IN THIS NETWORK AGREEMENT**

- Retail Load Delivery Points (Westar Energy Total Network Load less all other loss adjusted loads)

**LOADS ON OKLAHOMA GAS & ELECTRIC (OG&E) ZONES
INCLUDED IN THIS NETWORK AGREEMENT**

<u>Effective</u>	<u>SPP Service Type</u>	<u>Transmission Customer</u>	<u>Included Loads</u>
<i>The following loads are included in this NITS Agreement.</i>			
<u>11/1/2010</u>	<u>Network</u>	<u>Westar Energy Generation Services (WRGS)</u>	<u>Spring Creek</u>

Attachment A

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
1346842	MEDICINE LODGE - PRATT 115KV CKT 1	FROM->TO	MEDICINE LODGE - PRATT 115KV CKT 1	15.1 MW	FLATRDG3 138.00 - HARPER 138KV CKT 1	Starting 2010 12/1 - 4/1 Until EOC of Upgrade
1346842	MEDICINE LODGE - PRATT 115KV CKT 1	FROM->TO	MEDICINE LODGE - PRATT 115KV CKT 1	5.5 MW	FLATRDG3 138.00 - HARPER 138KV CKT 1	Starting 2010 6/1 - 10/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7.2	MEDICINE LODGE - SAWYER 3 115.00 115KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	SPS North-South Stability Limit	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	15.1	BASE CASE	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	SPS North-South Stability Limit	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	15.1	BASE CASE	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	6.8	FINNEY SWITCHING STATION - Hitchland Interchange 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.9	FINNEY SWITCHING STATION - Hitchland Interchange 345KV CKT 1	12/1/16 - 4/1/17

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.1	HARPER (HARPER 4) 138/34.5/8.66KV TRANSFORMER CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	BUSHLAND INTERCHANGE - DEAF SMITH COUNTY INTERCHANGE 230KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	2.2	PLANT X STATION - POTTER COUNTY INTERCHANGE 230KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7.1	PRATT - SAWYER 3 115.00 115KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	9.5	PRATT - SAWYER 3 115.00 115KV CKT 1	12/1/16 - 4/1/17

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM->TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	9.5	MEDICINE LODGE - SAWYER 3 115.00 115KV CKT 1	12/1/16 - 4/1/17
76660613 (studied as 73822803)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	6.5	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

Posted OASIS Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
76660613 (studied as 73822803)	FPL SWITCH - WOODWARD 138KV CKT 1	TO- >FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	6.5	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76660613 (studied as 73822803)	HARPER - MILAN TAP 138KV CKT 1	FROM- >TO	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.1	MEDICINE LODGE - SAWYER 3 115.00 115KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
78165463 (studied as 75021167)	LYONS - RICE_CO 115KV CKT 1	TO- >FROM	LYONS - WHEATLAND 115KV CKT 1 #1 LYONS - WHEATLAND 115KV CKT 1 #2	83.6	CIRCLE - RICECO 230.00 230KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

NETWORK OPERATING AGREEMENT BETWEEN SOUTHWEST POWER POOL, INC., WESTAR ENERGY, INC, AND OKLAHOMA GAS AND ELECTRIC COMPANY

This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of February, 2014, by and between Westar Energy, Inc. ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider") and Oklahoma Gas and Electric Company ("Host Transmission Owner") Westar Energy, Inc. ("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 transaction identification E-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.

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.

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.
Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: (501) 688-1782
Email: tkentner@spp.org

Host Transmission Owner:
Oklahoma Gas and Electric Company
Philip L. Crissup
Vice President – Utility Technical Services
P.O. Box 321 M/C 903
Oklahoma City, OK 73101
Phone: (405) 553-3461
Email: crissupl@oge.com

Host Transmission Owner:
Westar Energy, Inc.
Thomas R. Stuchlik
Executive Director, System Operations
818 S. Kansas Avenue
Topeka, KS 66612

Phone: (785) 575-6046
Fax: (785) 575-1798
Email: tom.stuchlik@westarenergy.com

Network Customer:

John Olsen
Executive Director, Power Marketing
818 S. Kansas Avenue
Topeka, Kansas 66612
Phone: (785) 575-8078
Email: john.olsen@westarenergy.com

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

2-26-2014
Date

NETWORK CUSTOMER

/s/ John P. Olsen
Signature

John P. Olsen
Printed Name

ED, BPM
Title

2/14/14
Date

HOST TRANSMISSION OWNER

/s/ Thomas R. Stuchlik
Signature

Thomas R. Stuchlik
Printed Name

Executive Director System Ops
Title

2/13/2014
Date

HOST TRANSMISSION OWNER

/s/ Philip L. Crissup
Signature

Philip L. Crissup
Printed Name

Vice President Utility Tech Support
Title

2/10/14
Date