# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**WASHINGTON, DC 20549**

# FORM 8-K

**CURRENT REPORT**
**PURSUANT TO SECTION 13 OR 15(d)**
**OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): June 4, 2018**

# Evergy, Inc.
**(Exact name of registrant as specified in its charter)**

| **Missouri** | | **82-2733395** |
|---|---|---|
| **(State or other jurisdiction of incorporation)** | **(Commission File Number)** | **(IRS Employer Identification No.)** |

**1200 Main Street**
**Kansas City, Missouri 64105**
**(Address of Principal Executive Offices, Including Zip Code)**

**(816) 556-2200**
**(Registrant's telephone number, including area code)**

**N/A**
**(Former Name or Former Address, if Changed Since Last Report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 1.01 Entry into a Material Definitive Agreement**

The information set forth under Item 2.03 below is incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On June 4, 2018, pursuant to the Amended and Restated Agreement and Plan of Merger dated as of July 9, 2017 (the "Merger Agreement") by and among the Registrant, a Missouri corporation (formerly known as Monarch Energy Holding, Inc.) ("Registrant"), Great Plains Energy Incorporated, a Missouri corporation ("Great Plains Energy"), Westar Energy, Inc., a Kansas corporation ("Westar Energy"), and King Energy, Inc., a Kansas corporation and a wholly owned subsidiary of the Registrant ("Merger Sub"), and for certain limited purposes, GP Star, Inc., a Kansas corporation, (i) Great Plains Energy merged with and into the Registrant (the "GPE Merger"), with the Registrant continuing as the surviving corporation in the GPE Merger, and (ii) Merger Sub merged with and into Westar Energy (the "Westar Merger," together with the GPE Merger, the "Mergers"), with Westar Energy continuing as the surviving corporation in the Westar Merger.

Pursuant to the GPE Merger, each share of common stock, no par value, of Great Plains Energy (the "Great Plains Energy common stock") was converted into the right to receive 0.5981 validly issued, fully paid and non-assessable shares of common stock, no par value, of the Registrant (the "Evergy common stock"). Pursuant to the Westar Merger, each share of common stock, $5.00 par value, of Westar Energy (the "Westar Energy common stock") was converted into the right to receive one validly issued, fully paid and non-assessable share of Evergy common stock.

The issuance of Evergy common stock pursuant to the Mergers was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the Registrant's registration statement on Form S-4 (File No. 333-220465), as amended (the "Registration Statement"), filed with the Securities and Exchange Commission (the "SEC") and declared effective on October 10, 2017. The definitive joint proxy statement/prospectus of Great Plains Energy and Westar Energy, dated October 10, 2017, that forms a part of the Registration Statement (the "Joint Proxy Statement/Prospectus") contains additional information about the Mergers and the other transactions contemplated by the Merger Agreement, including information concerning the interests of directors, executive officers and affiliates of Great Plains Energy and Westar Energy in the Mergers.

Pursuant to Rule 12g-3(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Evergy common stock is deemed to be registered under Section 12(b) of the Exchange Act. The Evergy common stock has been approved for listing on the New York Stock Exchange, and will begin trading under the symbol "EVRG" on June 5, 2018.

Each of the Great Plains Energy common stock and the Westar Energy common stock was registered pursuant to Section 12(b) of the Exchange Act and listed on the New York Stock Exchange. Great Plains Energy is delisting the Great Plains Energy common stock, and Westar Energy is delisting the Westar Energy common stock, in each case from the New York Stock Exchange. Each of Evergy and Westar Energy plan to file a Form 15 with the SEC to terminate the registration under Section 12(g) of the Exchange Act of the Great Plains Energy common stock and the Westar Energy common stock, respectively.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

*Supplemental Indentures*

In connection with the consummation of the Mergers, the Registrant, Great Plains Energy and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee, entered into (i) the Sixth Supplemental Indenture, dated as of June 4, 2018 (the "Sixth Supplemental Indenture"), whereby the Registrant assumed the obligations of Great Plains Energy under the Indenture, dated as of June 1, 2004 (the "Senior Indenture"), between Great Plains Energy and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.) (as successor to BNY Midwest Trust Company), as trustee, relating to $350 million in aggregate principal amount of 4.85% Notes due 2021 issued by Great Plains Energy in 2011, the terms of which notes were established pursuant to the Fourth Supplemental Indenture, dated as of May 19, 2011 (the "Fourth Supplemental Indenture") and (ii) Supplemental Indenture No. 3, dated as of June 4, 2018 ("Supplemental Indenture No. 3"), whereby the Registrant assumed the obligations of Great Plains Energy under the Subordinated Indenture, dated as of May 18, 2009 (the "Subordinated Indenture"), as supplemented by Supplemental Indenture No. 1, dated as of May 18, 2009 ("Supplemental Indenture No. 1") and Supplemental Indenture No. 2, dated as of March 22, 2012 ("Supplemental Indenture No. 2"), each between Great Plains Energy and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to 5.292% Notes due 2022 in the aggregate principal amount of $287.5 million.

The Senior Indenture, the Fourth Supplemental Indenture, the Subordinated Indenture, Supplemental Indenture No. 1 and Supplemental Indenture No. 2 were filed by Great Plains Energy as Exhibit 4.4 to the Form 8-A/A filed on June 14, 2004, Exhibit 4.1 to the Form 8-K filed on May 19, 2011, Exhibit 4.1 to the Form 8-K filed on May 19, 2009, Exhibit 4.2 to the Form 8-K filed on May 19, 2009 and Exhibit 4.1 to the Form 8-K filed on March 23, 2012, respectively. The descriptions of the Sixth Supplemental Indenture and Supplemental Indenture No. 3 do not purport to be complete and are qualified in their entirety by reference to the full text of each of those documents, which are filed herewith as Exhibit 4.1 and Exhibit 4.2, respectively.

*Assumption of the Great Plains Energy Credit Agreement*

In connection with the consummation of the Mergers, the Registrant and Wells Fargo Bank, National Association, in its capacity as administrative agent, entered into an assumption agreement, dated as of June 4, 2018 (the "Assumption Agreement"), whereby the Registrant assumed all rights and obligations of Great Plains Energy under that certain Credit Agreement dated as of August 9, 2010 (the "Original Credit Agreement, as amended by that certain First Amendment to Credit Agreement dated as of December 9, 2011 (the "First Amendment"), that certain Second Amendment to Credit Agreement dated as of October 17, 2013 (the "Second Amendment"), that certain First Extension and Waiver dated as of December 17, 2014 (the "First Extension"), that certain Third Amendment to Credit Agreement dated as of June 13, 2016 (the "Third Amendment"), and that certain Limited Consent and Fourth Amendment to Credit Agreement dated as of March 26, 2018 (the "Fourth Amendment", and together with the First Amendment, the Second Amendment, the First Extension and the Third Amendment, the "Credit Agreement").

The Original Credit Agreement, the First Amendment, the Second Amendment, the First Extension, the Third Amendment and the Fourth Amendment were filed by Great Plains Energy as Exhibit 10.1 to the Form 10-Q for the quarter ended September 30, 2010, Exhibit 10.59 to the Form 10-K for the year ended December 31, 2011, Exhibit 10.1 to the Form 10-Q for the quarter ended September 30, 2013, Exhibit 10.37 to the Form 10-K for the year ended December 31, 2014, Exhibit 10.1 to the Form 10-Q for the quarter ended June 30, 2018 and Exhibit 10.5 to the Form 10-Q for the quarter ended March 31, 2018, respectively. The description of the Assumption Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Assumption Agreement, which is filed herewith as Exhibit 10.1.

**Item 3.03 Material Modification to Rights of Security Holders.**

In connection with and effective as of the date of the Mergers, the Registrant amended and restated in their entirety its Articles of Incorporation and Bylaws substantially in the forms attached as Exhibits D and E, respectively, to the Merger Agreement and included in the Joint Proxy Statement/Prospectus as Annex A (together with technical and conforming amendments thereto). The descriptions of the amended and restated Articles of Incorporation and Bylaws contained under the captions "Monarch Energy Governance and Management—Amended and Restated Articles of Incorporation and Bylaws" and "Comparison of Shareholder Rights" in the Joint Proxy Statement/Prospectus are incorporated herein by reference. The Registrant's Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are attached hereto as Exhibits 3.1 and 3.2, respectively, and incorporated herein by reference.

**Item 5.01 Changes in Control of Registrant.**

Prior to the effective time of the Mergers, the Registrant was a wholly-owned subsidiary of Great Plains Energy. As of the effective time of the Mergers, the outstanding shares of Evergy common stock are now held by the former holders of Westar Energy and Great Plains Energy common stock. Pursuant to the Merger Agreement, as of the effective time of the Mergers, all shares of Evergy common stock owned by Great Plains Energy, Westar Energy or any of their respective subsidiaries were cancelled and retired for no consideration. The information set forth in Items 2.01, 3.03 and 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Appointment of Directors*

Immediately prior to the effective time of the Mergers, the Registrant's sole shareholder approved an amendment to the Registrant's Bylaws, which increased the size of Registrant's board of directors (the "Board") from two to fourteen directors.

In connection with the completion of the Mergers, in accordance with the terms of the Merger Agreement and effective as of the effective time of the Mergers:

- each of the following former members of the Westar Energy board of directors was designated and appointed to the Board: Mollie H. Carter; Charles Q. Chandler, IV; Richard L. Hawley; B. Anthony Isaac; Sandra A.J. Lawrence; Mark A. Ruelle; and S. Carl Soderstrom, Jr.; and
- each of the following former members of the Great Plains Energy board of directors was designated and appointed to the Board: Terry Bassham; Gary D. Forsee; Scott D. Grimes; Thomas D. Hyde; Ann D. Murtlow; Sandra J. Price; and John J. Sherman.

In accordance with the terms of the Merger Agreement and effective as of the effective time of the Mergers, Mr. Ruelle was appointed as Chairman of the Board, and Mr. Chandler was designated as Lead Independent Director of the Board. Each member of the Registrant's Board will also serve on the boards of directors of the Registrant's subsidiaries Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO") and Westar Energy.

*Committee Appointments*

As of the effective time of the Mergers, the Board formed the following committees of the Board, and appointed the directors identified below to the following committees: Audit Committee; Compensation and Leadership Development Committee; Finance Committee; Nominating, Governance, and Corporate Responsibility Committee; and Nuclear, Operations, and Environmental Oversight Committee.

Audit Committee

- Thomas D. Hyde (Chair)
- Charles Q. Chandler, IV
- Scott D. Grimes
- Richard L. Hawley
- Ann D. Murtlow
- S. Carl Soderstrom, Jr.

Compensation and Leadership Development Committee

- John J. Sherman (Chair)
- Mollie H. Carter
- Gary D. Forsee
- B. Anthony Isaac
- Sandra A.J. Lawrence
- Sandra J. Price

Finance Committee

- B. Anthony Isaac (Chair)
- Scott D. Grimes
- Richard L. Hawley
- Ann D. Murtlow
- John J. Sherman
- S. Carl Soderstrom, Jr.

Nominating, Governance, and Corporate Responsibility Committee

- Sandra A.J. Lawrence (Chair)
- Mollie H. Carter
- Charles Q. Chandler, IV
- Gary D. Forsee
- Thomas D. Hyde
- Sandra J. Price

Nuclear, Operations, and Environmental Oversight Committee

- Ann D. Murtlow (Chair)
- Terry Bassham
- Scott D. Grimes
- B. Anthony Isaac
- Mark A. Ruelle
- S. Carl Soderstrom, Jr.

*Director Compensation*

As of the effective time of the Mergers, the Board approved a compensation structure for non-employee directors that provides for the following: each non-employee director other than the Chairman of the Board and the Lead Independent Director receives an annual cash retainer of $100,000, paid quarterly, and an annual stock award with a value of $130,000. The Chairman of the Board receives an annual cash retainer of $155,000, paid quarterly, and an annual stock grant with a value of $185,000. The Lead Independent Director receives an annual cash retainer of $125,000, paid quarterly, and an annual stock award with a value of $130,000, which is the same as other independent directors. Committee chairs receive an additional annual cash retainer, paid quarterly, of $20,000 for each of the chairs of Audit Committee and the Compensation and Leadership Development Committee, and $15,000 for each of the chairs of the Finance Committee, the Nominating, Governance, and Corporate Responsibility Committee and the Nuclear, Operations, and Environmental Oversight Committee. Cash retainers will be effective with the first quarterly payments. In connection with completion of the transactions contemplated by the Merger Agreement, and subject to the Registrant having an effective Registration Statement on Form S-8, each member of the Registrant's Board who is a former non-employee member of the Westar Energy board of directors will receive a stock award with a value of $45,000, and each member of the Registrant's Board who is a former non-employee member of the Great Plains Energy board of directors will receive a stock award with a value of $40,000. Subject to the Registrant having an effective Registration Statement on Form S-8, Mr. Ruelle will receive a stock award with a value of $27,500, which reflects a half year of the additional equity payable to the Chairman of the Board. Members of the Board will also receive standard reimbursements for expenses incurred in connection with meeting attendance and professional education.

*Appointment of Executive Officers*

The Board appointed the following executive officers of the Registrant to the positions indicated below as of the effective time of the Mergers.

| Name | Title |
|---|---|
| Terry Bassham | President and Chief Executive Officer (principal executive officer) |
| Jerl L. Banning | Senior Vice President – Chief People Officer |
| Kevin E. Bryant | Executive Vice President – Chief Operating Officer |
| Steven P. Busser | Vice President – Risk Management and Controller (principal accounting officer) |
| Charles A. Caisley | Senior Vice President – Marketing and Public Affairs and Chief Customer Officer |
| Gregory A. Greenwood | Executive Vice President – Strategy and Chief Administrative Officer |
| Heather A. Humphrey | Senior Vice President – General Counsel and Corporate Secretary |
| Anthony D. Somma | Executive Vice President – Chief Financial Officer (principal financial officer) |

Required biographical information for these individuals is as follows.

| Name | Age | Other Positions Held in Last Five Years |
|---|---|---|
| Terry Bassham | 57 | Chairman of the Board, President and Chief Executive Officer – Great Plains Energy, KCP&L and GMO (since 2013) |
| Jerl L. Banning | 57 | Senior Vice President, Operations Support and Administration – Westar Energy (since 2015) |
| | | Vice President, Human Resources and IT – Westar Energy (2014) |
| | | Vice President, Human Resources – Westar Energy (2010- 2013) |

| | | |
|---|---|---|
| Kevin E. Bryant | 42 | Senior Vice President—Finance and Strategy and Chief Financial Officer – Great Plains Energy, KCP&L and GMO (since 2015) |
| | | Vice President—Strategic Planning – Great Plains Energy, KCP&L and GMO (2014) |
| | | Vice President—Investor Relations and Strategic Planning and Treasurer – Great Plains Energy, KCP&L and GMO (2013) |
| Steven P. Busser | 50 | Vice President—Risk Management and Controller – Great Plains Energy, KCP&L and GMO (since 2016) |
| | | Vice President—Business Planning and Controller – Great Plains Energy, KCP&L and GMO (2014-2016) |
| | | Vice President—Treasurer – El Paso Electric Company (2011-2014) |
| Charles A. Caisley | 45 | Vice President—Marketing and Public Affairs – Great Plains Energy, KCP&L and GMO (since 2011) |
| Gregory A. Greenwood | 52 | Senior Vice President, Strategy – Westar Energy (since 2011) |
| Heather A. Humphrey | 47 | Senior Vice President—Corporate Services and General Counsel – Great Plains Energy, KCP&L and GMO (since 2016) |
| | | General Counsel – Great Plains Energy, KCP&L and GMO (2010-2016) |
| | | Senior Vice President—Human Resources – Great Plains Energy, KCP&L and GMO (2012-2016) |
| Anthony D. Somma | 54 | Senior Vice President, Chief Financial Officer and Treasurer – Westar Energy (since 2011) |

In connection with and effective upon the closing of the Mergers, and on the terms and conditions set forth in the Merger Agreement, the Registrant assumed all Great Plains Energy equity awards and performance units outstanding immediately before the Mergers, as equitably adjusted to reflect the exchange ratio in the conversion of Great Plains Energy common stock into Evergy common stock. In addition, in connection with and effective upon the closing of the Mergers, the Registrant assumed all Westar Energy equity awards outstanding immediately before, and that do not vest in connection with, the Mergers.

In addition, the Registrant also assumed sponsorship of each equity incentive compensation plan of (i) Great Plains Energy (with each reference to Great Plains Energy and Great Plains Energy common stock therein having been amended to be deemed a reference to the Registrant and Evergy common stock, as equitably adjusted, pursuant to the terms of each Great Plains Energy equity incentive plan, as amended, and otherwise on the terms and conditions set forth in the Merger Agreement), and (ii) Westar Energy (with each reference to Westar Energy and Westar Energy common stock therein having been amended to be deemed a reference to the Registrant and the Evergy common stock, on the terms and conditions set forth in the Merger Agreement).

In addition, in connection with and effective upon the closing of the Mergers, the Registrant has agreed to honor (or to cause to be honored) the various employee benefit plans of Westar Energy that do not terminate in accordance with their terms at the effective time of the Mergers, including without limitation those covering certain directors and executive officers of the Registrant and specifically including the frozen Westar Energy Executive Salary Continuation Plan; the Westar Energy Amended and Restated Long-Term Incentive and Share Award Plan, including agreements for awards that remain outstanding; the Westar Energy Non-Employee Director Deferred Compensation Plan; the Westar Energy Retirement Benefit Restoration Plan; the Westar Energy 401(k) Benefit Restoration Plan; change in control agreements between Westar Energy and legacy officers of Westar Energy; and other employee benefit plans that are generally available to employees, in each case as those plans have been amended from time to time. In addition, in connection with and effective upon the closing of the Mergers, the Registrant has agreed to honor (or to cause to be honored) the various employee benefit plans of Great Plains Energy, including without limitation those covering certain directors and executive officers of the Registrant and specifically including the Great Plains Energy Amended Long-Term Incentive Plan, including standards and performance criteria and agreements for awards that remain outstanding; the Great Plains Energy, KCP&L and GMO Annual Incentive Plan; various indemnification agreements between Great Plains Energy and legacy Great Plains Energy directors and officers; various change in control severance agreements between Great Plains Energy and legacy Great Plains Energy officers; the Great Plains Energy Supplemental Executive Retirement Plan; the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan; and other employee benefit plans that are generally available to employees, in each case as those plans have been amended from time to time. The Registrant intends to make administrative changes to each of the plans, including renaming each of the plans, and file one or more registration statements on Form S-8 with the SEC registering the issuance of any shares under each of the plans.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

The information set forth in Item 3.03 is incorporated by reference into this Item 5.03.

**Item 7.01 Regulation FD Disclosure.**

Investors should note that the Registrant announces material financial information in SEC filings and press releases, and on public conference calls. In accordance with SEC guidance, the Registrant intends to utilize the Investor Relations section of its website, http://www.evergyinc.com, to communicate with investors. It is possible that the financial and other information the Registrant posts there could be deemed to be material information. Investors should note that investor presentations may be posted only on the Registrant's website. The information furnished pursuant to this Item 7.01 will not be incorporated by reference into any registration statement filed by the Registrant under the Securities Act, unless specifically identified therein as being incorporated by reference.

**Item 9.01 Financial Statements and Exhibits**

*9.01(a) Financial Statements*

To be filed by amendment not later than 71 calendar days after the date this Current Report is required to be filed.

*9.01(b) Pro Forma Information*

To be filed by amendment not later than 71 calendar days after the date this Current Report is required to be filed.

*9.01(d) Exhibits*

| Exhibit No. | Description |
|---|---|
| 2.1* | Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017, by and among Great Plains Energy Incorporated, Westar Energy, Inc., Monarch Energy Holding, Inc., King Energy, Inc. and, solely for the purposes set forth therein, GP Star, Inc. (filed as Exhibit 2.1 to Great Plains Energy Incorporated's Current Report on Form 8-K filed on June 10, 2017 (File No. 001-32206)) |
| 3.1 | Amended and Restated Articles of Incorporation of Evergy, Inc. |
| 3.2 | Amended and Restated Bylaws of Evergy, Inc. |
| 4.1 | Sixth Supplemental Indenture, dated as of June 4, 2018, by and among Great Plains Energy, Evergy, Inc. and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.) (as successor to BNY Midwest Trust Company), as trustee. |
| 4.2 | Supplemental Indenture No. 3, dated as of June 4, 2018, by and among Great Plains Energy, Evergy, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee. |
| 10.1 | Assumption Agreement, dated as of June 4, 2018, between Evergy, Inc. and Wells Fargo Bank, National Association, as administrative agent. |

* The disclosure letters and related schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any such schedules to the Securities and Exchange Commission upon request.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Evergy, Inc.

/s/ Heather A. Humphrey

Heather A. Humphrey
Senior Vice President, General Counsel and Corporate Secretary

Date: June 4, 2018

**Exhibit 3.1**

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION**

**OF**

**EVERGY, INC.**

The following Amended and Restated Articles of Incorporation of Evergy, Inc. (the "Company") were adopted by the Company's shareholder on June 3, 2018 and are attached as Exhibit A to the Summary Articles of Merger filed by Great Plains Energy Incorporated and the Company on June 4, 2018 (the "Summary Articles of Merger"). Of the 1,000 shares of issued and outstanding common stock of the Company, all 1,000 of such shares of common stock were entitled to vote on the amendment and restatement of the Articles of Incorporation of the Company. The number of shares of common stock that voted for the amendment and restatement of the Articles of Incorporation of the Company was 1,000 and the number of shares of common stock that voted against the amendment and restatement of the Articles of Incorporation of the Company was 0. As of the effective date of the Merger (as defined in the Summary Articles of Merger), the 1,000 shares of issued and outstanding common stock of the Company will be cancelled and retired and will cease to exist. The amendment and restatement of the Articles of Incorporation of the Company shall be effective on June 4, 2018.

**ARTICLE ONE**

The name of this corporation shall be EVERGY, INC. (the "Company").

**ARTICLE TWO**

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

**ARTICLE THREE**

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

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

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

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

**A. PREFERENCE STOCK**

(i) Series of Preference Stock. Shares of Preference Stock may be issued from time to time in one or more series as provided herein. Each such series shall be designated so as to distinguish the shares thereof from the shares of all other series, and shall have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the Articles of Incorporation or any amendment thereto or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors pursuant to authority expressly vested in it by the provisions of this Articles of Incorporation. Any of the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of any series of Preference Stock may be made dependent upon facts ascertainable outside these Articles of Incorporation or of any amendment thereto, or outside the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors, provided that the manner in which such facts shall operate upon the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of such class of stock is clearly and expressly set forth in these Articles of Incorporation or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors. The shares of Preference Stock of all series shall be of equal rank, and all shares of any particular series of Preference Stock shall be identical, except that, if the dividends, if any, thereon are cumulative, the date or dates from which they shall be cumulative may differ. The terms of any series of Preference Stock may vary from the terms of any other series of Preference Stock to the full extent now or hereafter permitted by The General and Business Corporation Law of Missouri, and the terms of each series shall be fixed, prior to the issuance thereof, in the manner provided for herein. Without limiting the generality of the foregoing, shares of Preference Stock of different series may, subject to any applicable provisions of law, vary with respect to the following terms:

(a) The distinctive designation of such series and the number of shares of such series;

(b) The rate or rates at which shares of such series shall be entitled to receive dividends, the conditions upon, and the times of payment of such dividends, the relationship and preference, if any, of such dividends to dividends payable on any other class or classes or any other series of stock, and whether such dividends shall be cumulative or noncumulative, and, if cumulative, the date or dates from which such dividends shall be cumulative;

(c) The right, if any, to exchange or convert the shares of such series into shares of any other class or classes, or of any other series of the same or any other class or classes of stock of the Company, and if so convertible or exchangeable, the conversion price or prices, or the rates of exchange, and the adjustments, if any, at which such conversion or exchange may be made;

(d) If shares of such series are subject to redemption, the time or times and the price or prices at which, at the terms and conditions on which, such shares shall be redeemable;

(e) The preference of the shares of such series as to both dividends and assets in the event of any voluntary or involuntary liquidation or dissolution or winding up or distribution of assets of the Company;

(f) The obligation, if any, of the Company to purchase, redeem or retire shares of such series and/or maintain a fund for such purposes, and the amount or amounts to be payable from time to time for such purpose or into such fund, the number of shares to be purchased, redeemed or retired, and the other terms and conditions of any such obligation;

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

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

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

**B. COMMON STOCK**

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

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

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

**C. GENERAL**

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

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

**D. CERTAIN DEFINITIONS**

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

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

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

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

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

**ARTICLE FOUR**

The name and place of each incorporator is as follows:

Colleen Tieman
13330 California Street, Ste. 200
Omaha, NE 68154

**ARTICLE FIVE**

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

**ARTICLE SIX**

The number of directors shall be fixed by, or in the manner provided by, the By-laws.

**ARTICLE SEVEN**

The duration of the Company is perpetual.

**ARTICLE EIGHT**

The Company is formed for the following purposes:

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

**ARTICLE NINE**

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

**ARTICLE TEN**

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

**ARTICLE ELEVEN**

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

**ARTICLE TWELVE**

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

(a) the Business Combination shall have been approved by a majority of the Continuing Directors; or

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

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

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

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

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

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

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

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

**ARTICLE THIRTEEN**

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or officer of the Company or is or was serving at the request of the Company as a Director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, shall be indemnified and held harmless by the Company to the fullest extent authorized by The General and Business Corporation Law of Missouri, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid to or to be paid in settlement) actually and reasonably incurred by such person in connection therewith; provided, however, that, except as provided in paragraph (b) hereof, the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Company. The right to indemnification conferred in this ARTICLE THIRTEEN shall be a contract right and shall include the right to be paid by the Company the expenses

incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if The General and Business Corporation Law of Missouri requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Company of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this ARTICLE THIRTEEN or otherwise. The Company may, by action of its Board of Directors, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of directors and officers. Such indemnification shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

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

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

misconduct. Any such agreement providing for further indemnity entered into pursuant to this ARTICLE THIRTEEN after the date of approval of this ARTICLE THIRTEEN by the Company's shareholders need not be further approved by the shareholders of the Company in order to be fully effective and enforceable.

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

(e) Amendment. This ARTICLE THIRTEEN may be hereafter amended or repealed; however, no amendment or repeal shall reduce, terminate or otherwise adversely affect the right of a person entitled to obtain indemnification or an advance of expenses with respect to an action, suit or proceeding that pertains to or arises out of actions or omissions that occur prior to the later of (i) the effective date of such amendment or repeal; (ii) the expiration date of such person's then current term of office with, or service for, the Company (provided such person has a stated term of office or service and completes such term); or (iii) the effective date such person resigns his or her office or terminates his or her service (provided such person has a stated term of office or service but resigns prior to the expiration of such term).

**ARTICLE FOURTEEN**

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

**Exhibit 3.2**

# EVERGY, INC.

# AMENDED AND RESTATED BY-LAWS

AS OF JUNE 4, 2018

**EVERGY, INC.**

**AMENDED AND RESTATED BY-LAWS**

ARTICLE I

Offices

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

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

ARTICLE II

Shareholders

Section 1.

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

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

(i) Participate in a meeting of shareholders; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. The vote for directors and the vote on any other question that has been properly brought before the meeting in accordance with these By-laws shall be by ballot. Each ballot cast by a shareholder must state the name of the shareholder voting and the number of shares voted by him and if such ballot be cast by a proxy, it must also state the name of such proxy. All elections and all other questions shall be decided by plurality vote, unless the question is one on which by express provision of the statutes or of the Articles of Incorporation or of these By-laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

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

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

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

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

Section 13. Notice of Shareholder Business and Nominations.

(a) Business Brought Before an Annual Meeting.

(1) At an annual meeting of shareholders, only such business shall be conducted that is properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in the Company’s notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (ii) brought before the meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (iii) otherwise properly brought before the meeting by a shareholder who: (A) was a shareholder of record at the time of giving the notice provided for in this Section 13(a) and on the record date for the determination of shareholders entitled to vote at the annual meeting, (B) is entitled to vote at the meeting, and (C) complied with all of the notice procedures set forth in this Section 13(a) as to such business (except for proposals made in accordance with Rule 14a-8 under the Exchange Act (as defined in Section 13(d), which are addressed in Section 13(a)(5)). The foregoing clause (iii) shall be the exclusive means for a shareholder to propose business to be brought before an annual meeting of the shareholders. Shareholders seeking to nominate persons for election to the Board of Directors must comply with the notice procedures set forth in Section 13(b) of these By-laws, and this Section 13(a) shall not be applicable to nominations except as expressly provided therein.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Nominations of Directors.

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

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

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

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

(ii) as to each person whom the shareholder proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a shareholder's notice pursuant to this Section 13(b) if such proposed nominee were a Proposing Person; (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee, if applicable, and to serving as a director if elected), (C) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among any Proposing Person, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, and any other persons Acting in Concert with such nominee, affiliates, associates and other person, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if the Proposing Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant, and a representation that each Proposing Person will notify the Company in writing of any such relationships, arrangements, agreements or understandings as of the record date for the meeting, promptly following the later of such record date or the date the notice of such record date is first Publicly Disclosed; and (D) a completed and signed questionnaire, representation and agreement as provided in Section 13(b)(7).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE III

## Board of Directors

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

Section 2.

(a) The Board of Directors shall consist of not less than seven (7) nor more than sixteen (16) directors, the exact number to be set from time-to-time by a resolution adopted by the affirmative vote of the majority of the whole Board. Each director shall be elected at the annual meeting of the shareholders to serve until the next annual meeting of the shareholders and until his or her successor shall be elected and qualified. Subject to Section 20 of this Article III, the Board of Directors shall elect on an annual basis the Chairman of the Board. The independent directors of the Board of Directors shall elect on an annual basis an independent director as Lead Director. The powers and responsibilities of the Lead Director shall be established from time to time by the Board of Directors and shall be set forth in the Corporate Governance Guidelines of the Board of Directors. The Lead Director may call, and shall preside over, all meetings of the independent directors of the Company.

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

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

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

Section 4. The Board of Directors may hold its regular meetings either within or without the State of Missouri at such place as shall be specified in the notice of such meeting. The Chairman of the Board, or in his or her absence the Lead Director or other director appointed by the members of the Board of Directors, shall convene all meetings of the Board of Directors and shall act as chairman thereof.

Section 5. Regular meetings of the Board of Directors shall be held as the Board of Directors shall from time to time determine. The Secretary or an Assistant Secretary shall give at least three (3) business days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the Lead Director, the Chief Executive Officer, the President or three members of the Board and shall be held at such place as shall be specified in the notice of such meeting. Notice of such special meeting stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, or personally or by telephone, electronic transmission or similar means of communication on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 7. A majority of the full Board of Directors as prescribed in these By-laws shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 8. The Board of Directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation for directors. Compensation for nonemployee directors may include both a stated annual retainer and a fixed fee for attendance at each regular or special meeting of the Board. Nonemployee members of special or standing committees of the Board may be allowed a fixed fee for attending committee meetings. Any director may serve the Company in any other capacity and receive compensation therefor. Each director may be reimbursed for his or her expenses, if any, in attending regular and special meetings of the Board and committee meetings.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-laws, notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone, electronic transmission or similar means of communication addressed to such director at such address as appears on the books of the Company, or by mail by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to such director at such address as appears on the books of the Company. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, electronically transmitted or mailed.

Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Company, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the Chairman of the Board and two or more additional directors, who shall be elected by the Board of Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the committee, and shall be held at such time and place as shall be specified in the notice of such meeting. The Secretary or an Assistant Secretary shall give at least one day’s notice of the time, place and purpose of each such meeting to each committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Kansas City, Missouri, at least three days’ notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the committee members shall constitute a quorum and the unanimous act of all the members of the committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. In addition to the Executive Committee provided for by these By-laws, the Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may designate one or more standing or special committees, each consisting of two or more directors. Each standing or special committee shall have and may exercise so far as may be permitted by law and to the extent provided in such resolution or resolutions or in these By-laws, the responsibilities of the business and affairs of the Company. The Board of Directors may, at its discretion, appoint qualified directors as alternate members of a standing or special committee to serve in the temporary absence or disability of any member of a committee. Except where the context requires otherwise, references in these By-laws to the Board of Directors shall be deemed to include the Executive Committee, a standing committee or a special committee of the Board of Directors duly authorized and empowered to act in the premises.

Section 15. Each standing or special committee shall record and keep a record of all its acts and proceedings and report the same from time to time to the Board of Directors.

Section 16. Regular meetings of any standing or special committee, of which no notice shall be necessary, shall be held at such times and in such places as shall be fixed by majority of the committee. Special meetings of a committee shall be held at the request of any member of the committee. Notice of each special meeting of a committee shall be given not later than one day prior to the date on which the special meeting is to be held. Notice of any special meeting need not be given to any member of a committee, if waived by him in writing or by electronic transmission before or after the meeting; and any meeting of a committee shall be a legal meeting without notice thereof having been given, if all the members of the committee shall be present.

Section 17. A majority of any committee shall constitute a quorum for the transaction of business, and the act of a majority of those present, by telephone conference call (or similar communications equipment whereby all persons participating in the meeting can hear each other), at any meeting at which a quorum is present shall be the act of the committee. Members of any committee shall act only as a committee and the individual members shall have no power as such.

Section 18. The members or alternates of any standing or special committee shall serve at the pleasure of the Board of Directors.

Section 19. If all the directors severally or collectively shall consent in writing or by electronic transmission to any action which is required to be or may be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 20. Upon the adoption of these By-laws, the initial members of the Board of Directors, the Lead Director, the Chairman of the Board and the composition of the committees shall be as determined in accordance with Exhibit B to that certain Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017 (as amended, restated or otherwise

modified, the “Merger Agreement”), by and among the Company, Westar Energy, Inc., a Kansas corporation, Great Plains Energy Incorporated, a Missouri corporation, King Energy, Inc., a Kansas corporation, and for limited purposes set forth therein, GP Star, Inc., a Kansas corporation. Without limiting the generality of the foregoing, the initial non-executive Chairman of the Board shall be appointed for a term of three years until his or her successor shall be elected in accordance with these By-laws.

## ARTICLE IV

### Officers

Section 1. The officers of the Company shall include a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers of the Company shall be appointed by the Board of Directors.

Section 3. The Board of Directors may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time determine.

Section 4. Each officer of the Company shall hold such person’s office at the pleasure of the Board of Directors or for such other period as the Board may specify at the time of such person’s election or appointment, or until such person’s death, resignation or removal by the Board, whichever occurs first. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries of all officers of the Company shall be fixed by the Board of Directors or by such person or persons as delegated by the Board of Directors.

Section 6. Upon the adoption of these By-laws, the initial officers of the Company shall include those specified in Exhibit C to the Merger Agreement.

## ARTICLE V

### Powers and Duties of Officers

Section 1. The Board of Directors shall designate the Chief Executive Officer of the Company, who may be the Chairman of the Board and/or the President. The Chief Executive Officer shall have general and active management of and exercise general supervision of the business and affairs of the Company, subject, however, to the right of the Board of Directors, or the Executive Committee acting in its stead, to delegate any specific power to any other officer or officers of the Company, and the Chief Executive Officer shall see that all orders and resolutions

of the Board of Directors and the Executive Committee are carried into effect. During such times when neither the Board of Directors nor the Executive Committee is in session, the Chief Executive Officer of the Company shall have and exercise full corporate authority and power to manage the business and affairs of the Company (except for matters required by law, the By-laws or the Articles of Incorporation to be exercised by the shareholders or Board itself or as may otherwise be specified by orders or resolutions of the Board) and the Chief Executive Officer shall take such actions, including executing contracts or other documents, as he or she deems necessary or appropriate in the ordinary course of the business and affairs of the Company. The Vice Presidents and other authorized persons are authorized to take actions which are (i) routinely required in the conduct of the Company's business or affairs, including execution of contracts and other documents incidental thereto, which are within their respective areas of assigned responsibility, and (ii) within the ordinary course of the Company's business or affairs as may be delegated to them respectively by the Chief Executive Officer.

Section 2. The President, if not designated Chief Executive Officer, shall perform such duties and exercise such powers as shall be assigned to him from time to time by the Board of Directors or the Chief Executive Officer.

Section 3. The Vice Presidents shall perform such duties and exercise such powers as shall be assigned to them from time to time by the Board of Directors or the Chief Executive Officer.

Section 4. The Secretary shall attend meetings of the shareholders, the Board of Directors and the Executive Committee, and shall keep the minutes of such meetings. He or she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer. He or she shall be the custodian of the seal of the Company and shall affix the same to any instrument requiring it and, when so affixed, shall attest it by his or her signature. He or she shall, in general, perform all duties incident to the office of secretary.

Section 5. The Assistant Secretaries shall perform such of the duties and exercise such of the powers of the Secretary as shall be assigned to them from time to time by the Board of Directors or the Chief Executive Officer or the Secretary, and shall perform such other duties as the Board of Directors or the Chief Executive Officer shall from time to time prescribe.

Section 6. The Treasurer shall have the custody of all moneys and securities of the Company. He or she is authorized to collect and receive all moneys due the Company and to receipt therefor, and to endorse in the name of the Company and on its behalf when necessary or proper all checks, drafts, vouchers or other instruments for the payment of money to the Company and to deposit the same to the credit of the Company in such depositaries as may be designated by the Board of Directors. He or she is authorized to pay interest on obligations and dividends on stocks of the Company when due and payable. He or she shall, when necessary or proper, disburse the funds of the Company, taking proper vouchers for such disbursements. He or she shall render to the Board of Directors and the Chief Executive Officer, whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Company. He or she shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer. He or she shall, in general, perform all duties incident to the office of treasurer.

Section 7. The Assistant Treasurers shall perform such of the duties and exercise such of the powers of the Treasurer as shall be assigned to them from time to time by the Board of Directors or the Chief Executive Officer or the Treasurer, and shall perform such other duties as the Board of Directors or the Chief Executive Officer shall from time to time prescribe.

Section 8. In the case of absence or disability or refusal to act of any officer of the Company, the Chief Executive Officer may delegate the powers and duties of such officer to any other officer or other person unless otherwise ordered by the Board of Directors.

Section 9. The President, the Chief Executive Officer, the Vice Presidents and any other person duly authorized by resolution of the Board of Directors shall severally have power to execute on behalf of the Company any deed, bond, indenture, certificate, note, contract or other instrument authorized or approved by the Board of Directors.

Section 10. Unless otherwise ordered by the Board of Directors, the President, the Chief Executive Officer or any Vice President of the Company (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Company, at any meeting of shareholders of any corporation in which this Company may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Company, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Company may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

## ARTICLE VI

### Certificates of Stock

Section 1. The Board of Directors shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Company in such form as may be prescribed by the Board of Directors in conformity with law, and shall appoint the necessary officers, transfer agents and registrars for that purpose; provided that some or all of the shares of capital stock may be uncertificated shares as determined by the Board of Directors.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the President, the Chief Executive Officer or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and sealed with the seal of the Company. Such seal may be facsimile, engraved or printed. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Company, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Company, such certificate or certificates may nevertheless be issued by the Company with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Company.

Section 3. Transfers of stock shall be made on the books of the Company only by the person in whose name such stock is registered or by his or her attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Company.

Section 4. The Company shall be entitled to treat the person in whose name any share of stock is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have notice thereof, except as otherwise expressly provided by the laws of Missouri.

Section 5. In case of the loss or destruction of any certificate for shares of the Company, a new certificate may be issued in lieu thereof under such regulations and conditions as the Board of Directors may from time to time prescribe.

Section 6.

(a) Notwithstanding anything to the contrary in this Article VI, unless the Articles of Incorporation or another provision in these By-laws provide otherwise, the Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The authorization does not affect shares already represented by certificates until such certificates are surrendered to the Company.

(b) Every holder of uncertificated shares is entitled to receive a statement of holdings as evidence of share ownership.

(c) After the issue or transfer of shares without certificates, the Company shall, if required by law or agreement, provide to such holders of the applicable uncertificated shares a statement that the Company will furnish each such shareholder information pertaining to classes of shares or different series within a class, the designations, relative rights, preferences and limitations applicable to each class and the variations in rights, preferences and limitations determined for each such series.

## ARTICLE VII

### Closing of Transfer Books

The Board of Directors shall have power to close the stock transfer books of the Company for a period not exceeding seventy days preceding the date of any meeting of shareholders or the date for payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding seventy days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of shares shall go into effect, as a record

date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of shares, and in such case such shareholders and only such shareholders as shall be shareholders of record on the date of closing the transfer books or on the record date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Company after such date of closing of the transfer books or such record date fixed as aforesaid.

## ARTICLE VIII

## Inspection of Books

Section 1. The Company shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of its proceedings of its shareholders and Board of Directors (and any committee having the authority of the Board) and the names and business or residence addresses of its officers. The Company shall keep at its registered office or principal place of business in the State of Missouri, or at the office of its transfer agent in the State of Missouri, if any, books and records in which shall be recorded the number of shares subscribed, the names of the owners of the shares, the numbers owned by them respectively, the amount of shares paid, and by whom, and the transfer of such shares with the date of transfer.

Section 2. A shareholder may, upon written demand, inspect the records of the Company, pursuant to any statutory or other legal right, during the usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Company. A shareholder may delegate such shareholder’s right of inspection to a certified or public accountant on the condition, to be enforced at the option of the Company, that the shareholder and accountant agree with the Company to furnish to the Company promptly a true and correct copy of each report with respect to such inspection made by such accountant. No shareholder shall use, permit to be used or acquiesce in the use by others of any information so obtained to the detriment competitively of the Company, nor shall he or she furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Company. The Company as a condition precedent to any shareholder’s inspection of the records of the Company may require the shareholder to indemnify the Company, in such manner and for such amount as may be determined by the Board of Directors, against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder of information obtained in the course of such inspection.

Section 3. The Company shall not be liable for expenses incurred in connection with any inspection of its books.

ARTICLE IX

Corporate Seal

The corporate seal of the Company shall have inscribed thereon the name of the Company and the words “Corporate Seal – Missouri.”

ARTICLE X

Fiscal Year

Section 1. The fiscal year of the Company shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Company to be made to the shareholders.

ARTICLE XI

Waiver of Notice

Whenever by statute or by the Articles of Incorporation or by these By-laws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII

Amendments

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

**Exhibit 4.1**

SIXTH SUPPLEMENTAL INDENTURE

Dated as of June 4, 2018

By and Among

GREAT PLAINS ENERGY INCORPORATED,

As Predecessor Company

EVERGY, INC.,
(f/k/a Monarch Energy Holding, Inc.)

As Successor Company

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

As Trustee

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THIS SIXTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of June 4, 2018, to an Indenture, dated as of June 1, 2004 (the "*Original Indenture*" and, as amended and supplemented to the date hereof, the "*Indenture*"), by and among GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (the "*Predecessor Company*"), EVERGY, INC. (f/k/a Monarch Energy Holding, Inc.), a Missouri corporation (the "*Successor Company*") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (successor to BNY Midwest Trust Company), as Trustee (the "*Trustee*").

WITNESSETH:

WHEREAS, the Predecessor Company and the Trustee have heretofore executed and delivered the Original Indenture to provide for the issuance from time to time of one or more series of the Company's Notes as may be determined by the Predecessor Company under the Original Indenture;

WHEREAS, the Predecessor Company and the Trustee have heretofore executed and delivered: (i) the First Supplemental Indenture, dated as of June 14, 2004, pursuant to which the Predecessor Company issued its 4.25% Senior Notes Initially due 2009 in the aggregate principal amount of $150,000,000, none of which remain outstanding; (ii) the Second Supplemental Indenture, dated as of September 25, 2007, pursuant to which the Predecessor Company issued its 6.875% Notes due 2017 in the aggregate principal amount of $100,000,000, none of which remain outstanding; (iii) the Third Supplemental Indenture, dated as of August 13, 2010, pursuant to which the Predecessor Company issued its 2.75% Notes due 2013 in the aggregate principal amount of $250,000,000, none of which remain outstanding; (iv) the Fourth Supplemental Indenture, dated as of May 19, 2011, pursuant to which the Predecessor Company issued its 4.85% Notes due 2021 in the aggregate principal amount of $350,000,000, which remain outstanding; and (v) the Fifth Supplemental Indenture, dated as of March 9, 2017, pursuant to which the Predecessor Company issued the following series of Notes: (a) 2.50% Notes due 2020, (b) 3.15% Notes due 2022, (c) 3.90% Notes due 2027 and (d) 4.85% Notes due 2047, none of which series remains outstanding;

WHEREAS, pursuant to the terms of the Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017 (the "*Merger Agreement*"), by and among Westar Energy, Inc., a Kansas corporation, the Predecessor Company, the Successor Company, and King Energy, Inc., a Kansas corporation, at the Effective Time (as defined in the Merger Agreement), the Predecessor Company will merge with and into the Successor Company, with the Successor Company continuing as the surviving corporation (the "*Merger*");

WHEREAS, pursuant to Section 12.01 of the Original Indenture, a successor to the Predecessor Company may assume, by an indenture supplemental to the Original Indenture, all of the obligations of the Predecessor Company under the Indenture, including the due and punctual payment of the principal of and premium, if any, and interest on the Notes Outstanding and the performance of every covenant of the Indenture on the part of the Predecessor Company to be performed or observed;

WHEREAS, pursuant to Section 13.01(a)(4) of the Original Indenture, the Predecessor Company and the Trustee may supplement the Indenture without the consent of any Holder of the Notes Outstanding to evidence the succession of another Person to the Predecessor Company as provided in Article XII of the Original Indenture;

WHEREAS, the Predecessor Company and the Successor Company have determined to enter into, and have requested the Trustee to execute, this Supplemental Indenture for the purpose of confirming that the Successor Company, as successor to the Predecessor Company in the Merger, shall assume the obligations of the Predecessor Company under the Indenture and the Notes Outstanding, as provided in Section 12.01 of the Original Indenture;

WHEREAS, the Predecessor Company has delivered to the Trustee an Officers' Certificate as well as an Opinion of Counsel as required by Sections 12.01, 13.05 and 15.05 of the Original Indenture; and

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and among the Predecessor Company, the Successor Company and the Trustee for the equal and ratable benefit of the Holders of the Notes Outstanding and for the benefit of the Trustee as follows:

## ARTICLE ONE

### Relation to Indenture; Additional Definitions

Section 1.01. *Relation to Indenture.* This Supplemental Indenture constitutes an integral part of the Original Indenture.

Section 1.02. *Additional Definitions.* Unless the context otherwise requires, a term defined in the Original Indenture has the same meaning when used in this Supplemental Indenture; provided, however, that, where a term is defined both in this Supplemental Indenture and in the Original Indenture, the meaning given to such term in this Supplemental Indenture shall control for purposes of this Supplemental Indenture and the Original Indenture.

All references herein to Articles or Sections, unless otherwise specified, refer to the corresponding Articles or Sections of this Supplemental Indenture. The terms "*herein*," "*hereof*," "*hereunder*" and other words of similar import refer to this Supplemental Indenture.

## ARTICLE TWO

### Assumption of Obligations

Section 2.01. *Assumption of Obligations under Indenture and Notes Outstanding.* (a) Pursuant to Section 12.01 of the Original Indenture, the Successor Company, as successor to the Predecessor Company in the Merger, hereby expressly assumes the due and punctual payment of the principal of and premium, if any, and interest on all of the Notes Outstanding and the performance of every covenant of the Original Indenture on the part of the Predecessor Company to be performed or observed.

(b) Pursuant to Section 12.02 of the Original Indenture, the Successor Company succeeds to, is substituted, for and may exercise every right and power of, the Predecessor Company under the Indenture with the same effect as if the Successor Company had originally been named in the Indenture as the "Company."

## ARTICLE THREE

## Miscellaneous Provisions

Section 3.01. *Effective Date*. This Supplemental Indenture shall become effective as of the Effective Time (as defined in the Merger Agreement) on the date that the Successor Company notifies the Trustee in writing that the Effective Time has occurred.

Section 3.02. *Ratification of Indenture; Incorporation into Indenture*. The Indenture, as supplemented by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed. All provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as supplemented by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.03. *Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 3.04. *Governing Law*. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND DEEMED TO BE A CONTRACT MADE UNDER, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

Section 3.05. *Conflict with TIA*. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

Section 3.06. *Severability*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.07. *Acceptance*. The Trustee accepts the Indenture, as supplemented by this Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein as so supplemented. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Predecessor Company, the Successor Company or in respect of the recitals contained herein, all of which are made solely by the Predecessor Company and the Successor Company. All of the rights, protections, benefits, immunities and indemnities afforded or given

to the Trustee pursuant to the Original Indenture shall apply to and be enforceable by the Trustee acting in each of its capacities relating to the Notes Outstanding and pursuant to this Supplemental Indenture *mutatis mutandi* as if set forth and incorporated herein. The Trustee is acting hereunder, not in its individual capacity, but solely in its capacity as Trustee, Note Registrar and paying agent for the Notes under the Indenture.

Section 3.08. *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture by the Successor Company or the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 3.09. *No Benefit*. Nothing in this Supplemental Indenture, express or implied, shall give to any Person other than the parties hereto and their successors or assigns, and the Holders of the Notes Outstanding, any benefit or legal or equitable rights, remedy or claim under this Supplemental Indenture, the Indenture or the Notes Outstanding.

Section 3.10. *References to Supplemental Indenture*. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplemental Indenture may refer to the Indenture without making specific reference to this Supplemental Indenture, but nevertheless all such references shall include this Supplemental Indenture unless the context requires otherwise.

* * * *

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

GREAT PLAINS ENERGY INCORPORATED

By /s/ Lori A. Wright
Name: Lori A. Wright
Title: Vice President – Corporate Planning, Investor Relations and Treasurer

[CORPORATE SEAL]

ATTEST:

By /s/ Ellen E. Fairchild
Name: Ellen E. Fairchild
Title: Vice President, Chief Compliance Officer and Corporate Secretary

EVERGY, INC.

By /s/ Lori A. Wright
Name: Lori A. Wright
Title: Vice President – Corporate Planning, Investor Relations and Treasurer

ATTEST:

By /s/ Jaileah X. Huddleston
Name: Jaileah X. Huddleston
Title: Assistant Secretary and Corporate Counsel – Securities and Finance

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By /s/ Karen Yu
Name: Karen Yu
Title: Vice President

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Lori A. Wright, to me known, who, being by me duly sworn, did depose and say that she is Vice President – Corporate Planning, Investor Relations and Treasurer of GREAT PLAINS ENERGY INCORPORATED, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Ellen E. Fairchild, to me known, who, being by me duly sworn, did depose and say that she is Vice President, Chief Compliance Officer and Corporate Secretary of GREAT PLAINS ENERGY INCORPORATED, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Lori A. Wright, to me known, who, being by me duly sworn, did depose and say that she is Vice President – Corporate Planning, Investor Relations and Treasurer of EVERGY, INC. (f/k/a Monarch Energy Holding, Inc.), one of the corporations described in and which executed the above instrument; and that she signed her name thereto by authority of the Board of Directors of said corporation.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Jaileah X. Huddleston, to me known, who, being by me duly sworn, did depose and say that she is the Assistant Secretary and Corporate Counsel – Securities and Finance of EVERGY, INC. (f/k/a Monarch Energy Holding, Inc.), one of the corporations described in and which executed the above instrument; and that she signed her name thereto by authority of the Board of Directors of said corporation.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

**Exhibit 4.2**

SUPPLEMENTAL INDENTURE NO. 3

Dated as of June 4, 2018

By and Among

GREAT PLAINS ENERGY INCORPORATED,

As Predecessor Company

EVERGY, INC.
(f/k/a Monarch Energy Holding, Inc.),

As Successor Company

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

As Trustee

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THIS SUPPLEMENTAL INDENTURE NO. 3 (this "*Supplemental Indenture*"), dated as of June 4, 2018, to a Subordinated Indenture, dated as of May 18, 2009 (the "*Original Indenture*" and, as amended and supplemented to the date hereof, the "*Indenture*"), by and among GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (the "*Predecessor Company*"), EVERGY, INC. (f/k/a Monarch Energy Holding, Inc.), a Missouri corporation (the "*Successor Company*") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee (the "*Trustee*").

RECITALS

WHEREAS, the Predecessor Company and the Trustee have heretofore executed and delivered the Original Indenture to provide for the issuance from time to time of one or more series of the Predecessor Company's unsecured subordinated debentures, notes or other evidences of indebtedness as may be determined by the Predecessor Company under the Original Indenture;

WHEREAS, the Company executed and delivered: (i) Supplemental Indenture No. 1, dated as of May 18, 2009, pursuant to which the Predecessor Company issued the Company's 10.00% Subordinated Notes due 2042 in the aggregate principal amount of $287,500,000 (the "*Subordinated Notes*") and (ii) Supplemental Indenture No. 2, dated as of March 22, 2012, pursuant to which the Predecessor Company (a) re-designated the Subordinated Notes as its 5.292% Notes due 2022 in the aggregate principal amount of $287,500,000, which remain outstanding, and (b) modified the form of such 2022 Notes and the terms, provisions and conditions thereof;

WHEREAS, pursuant to the terms of the Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017 (the "*Merger Agreement*"), by and among Westar Energy, Inc., a Kansas corporation, the Predecessor Company, the Successor Company, and King Energy, Inc., a Kansas corporation, at the Effective Time (as defined in the Merger Agreement), the Predecessor Company will merge with and into the Successor Company, with the Successor Company continuing as the surviving corporation (the "*Merger*");

WHEREAS, pursuant to Section 12.01 of the Original Indenture, a successor to the Predecessor Company may assume, by an indenture supplemental to the Original Indenture, all of the obligations of the Predecessor Company under the Indenture, including the due and punctual payment of the principal of and any premium and interest on the Notes Outstanding and the performance of every covenant of the Indenture on the part of the Predecessor Company to be performed or observed;

WHEREAS, pursuant to Section 13.01(a)(4) of the Original Indenture, the Predecessor Company and the Trustee may supplement the Indenture without the consent of any Holder of the Notes Outstanding to evidence the succession of another Person to the Predecessor Company as provided in Article XII of the Original Indenture;

WHEREAS, the Predecessor Company and the Successor Company have determined to enter into, and have requested the Trustee to execute, this Supplemental Indenture for the purpose of confirming that the Successor Company, as successor to the Predecessor Company in the Merger, shall assume the obligations of the Predecessor Company under the Indenture and the Notes Outstanding, as provided in Section 12.01 of the Original Indenture;

WHEREAS, the Predecessor Company has delivered to the Trustee an Officers' Certificate as well as an Opinion of Counsel as required by Sections 12.01, 13.05 and 16.06 of the Original Indenture; and

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and among the Predecessor Company, the Successor Company and the Trustee for the equal and ratable benefit of the Holders of the Notes Outstanding and for the benefit of the Trustee as follows:

## ARTICLE ONE
## Relation to Indenture; Additional Definitions

Section 1.01. *Relation to Indenture*. This Supplemental Indenture constitutes an integral part of the Original Indenture.

Section 1.02. *Additional Definitions*. Unless the context otherwise requires, a term defined in the Original Indenture has the same meaning when used in this Supplemental Indenture; provided, however, that, where a term is defined both in this Supplemental Indenture and in the Original Indenture, the meaning given to such term in this Supplemental Indenture shall control for purposes of this Supplemental Indenture and the Original Indenture.

All references herein to Articles or Sections, unless otherwise specified, refer to the corresponding Articles or Sections of this Supplemental Indenture. The terms "*herein*," "*hereof*," "*hereunder*" and other words of similar import refer to this Supplemental Indenture.

## ARTICLE TWO
## Assumption of Obligations

Section 2.01. *Assumption of Obligations under Indenture and Notes Outstanding.* (a) Pursuant to Section 12.01 of the Original Indenture, the Successor Company, as successor to the Predecessor Company in the Merger, hereby expressly assumes the due and punctual payment of the principal of and premium, if any, and interest on all of the Notes Outstanding and the performance of every covenant of the Original Indenture on the part of the Predecessor Company to be performed or observed.

(b) Pursuant to Section 12.02 of the Original Indenture, the Successor Company succeeds to, is substituted, for and may exercise every right and power of, the Predecessor Company under the Indenture with the same effect as if the Successor Company had originally been named in the Indenture as the "Company."

**ARTICLE THREE**
**Miscellaneous Provisions**

Section 3.01. *Effective Date*. This Supplemental Indenture shall become effective as of the Effective Time (as defined in the Merger Agreement) on the date that the Successor Company notifies the Trustee in writing that the Effective Time has occurred.

Section 3.02. *Ratification of Indenture; Incorporation into Indenture*. The Indenture, as supplemented by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed. All provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as supplemented by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.03. *Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 3.04. *Governing Law*. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND DEEMED TO BE A CONTRACT MADE UNDER, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

Section 3.05. *Conflict with TIA*. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

Section 3.06. *Severability*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.07. *Acceptance*. The Trustee accepts the Indenture, as supplemented by this Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein as so supplemented. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Predecessor Company, the Successor Company or in respect of the recitals contained herein, all of which are made solely by the Predecessor Company and the Successor Company. All of the rights, protections, benefits, immunities and indemnities afforded or given to the Trustee pursuant to the Original Indenture shall apply to and be enforceable by the Trustee acting in each of its capacities relating to the Notes Outstanding and pursuant to this Supplemental Indenture *mutatis mutandi* as if set forth and incorporated herein. The Trustee is acting hereunder, not in its individual capacity, but solely in its capacity as Trustee, Note Registrar and paying agent for the Notes under the Indenture.

Section 3.08. *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture by the Successor Company or the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 3.09. *No Benefit*. Nothing in this Supplemental Indenture, express or implied, shall give to any Person other than the parties hereto and their successors or assigns, and the Holders of the Notes Outstanding, any benefit or legal or equitable rights, remedy or claim under this Supplemental Indenture, the Indenture or the Notes Outstanding.

Section 3.10. *References to Supplemental Indenture*. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplemental Indenture may refer to the Indenture without making specific reference to this Supplemental Indenture, but nevertheless all such references shall include this Supplemental Indenture unless the context requires otherwise.

* * * *

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

GREAT PLAINS ENERGY INCORPORATED

By /s/ Lori A. Wright
Name: Lori A. Wright
Title: Vice President – Corporate Planning, Investor Relations and Treasurer

[CORPORATE SEAL]

ATTEST:

By /s/ Ellen E. Fairchild
Name: Ellen E. Fairchild
Title: Vice President, Chief Compliance Officer and Corporate Secretary

EVERGY, INC.

By /s/ Lori A. Wright
Name: Lori A. Wright
Title: Vice President – Corporate Planning, Investor Relations and Treasurer

ATTEST:

By /s/ Jaileah X. Huddleston
Name: Jaileah X. Huddleston
Title: Assistant Secretary and Corporate Counsel – Securities and Finance

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Trustee

By /s/ Karen Yu
Name: Karen Yu
Title: Vice President

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Lori A. Wright, to me known, who, being by me duly sworn, did depose and say that she is Vice President – Corporate Planning, Investor Relations and Treasurer of GREAT PLAINS ENERGY INCORPORATED, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed her name thereto by like authority.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Ellen E. Fairchild, to me known, who, being by me duly sworn, did depose and say that she is Vice President, Chief Compliance Officer and Corporate Secretary of GREAT PLAINS ENERGY INCORPORATED, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Lori A. Wright, to me known, who, being by me duly sworn, did depose and say that she is Vice President – Corporate Planning, Investor Relations and Treasurer of EVERGY, INC. (f/k/a Monarch Energy Holding, Inc.), one of the corporations described in and which executed the above instrument; and that she signed her name thereto by authority of the Board of Directors of said corporation.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

On the 4th day of June, 2018, before me personally came Jaileah X. Huddleston, to me known, who, being by me duly sworn, did depose and say that she is the Assistant Secretary and Corporate Counsel – Securities and Finance of EVERGY, INC. (f/k/a Monarch Energy Holding, Inc.), one of the corporations described in and which executed the above instrument; and that she signed her name thereto by authority of the Board of Directors of said corporation.

[NOTARIAL SEAL]

/s/ Annette G. Carter
Notary Public

**Exhibit 10.1**

*Execution Version*

**ASSUMPTION AGREEMENT**

THIS ASSUMPTION AGREEMENT (this "Agreement") is made as of June 4, 2018, by and between Evergy, Inc., a Missouri corporation ("Successor Borrower"), and Wells Fargo Bank, National Association, as administrative agent under the Credit Agreement (as defined below) ("Administrative Agent").

RECITALS:

WHEREAS, Great Plains Energy Incorporated, a Missouri corporation ("Great Plains"), the lenders party thereto and Bank of America, N.A., as the predecessor administrative agent, entered into that certain Credit Agreement dated as of August 9, 2010 (as amended by that certain First Amendment to Credit Agreement dated as of December 9, 2011, that certain Second Amendment to Credit Agreement dated as of October 17, 2013, that certain First Extension and Waiver dated as of December 17, 2014, that certain Third Amendment to Credit Agreement dated as of June 13, 2016, and that certain Limited Consent and Fourth Amendment to Credit Agreement dated as of March 26, 2018, the "Credit Agreement"), pursuant to which Great Plains is the primary obligor in respect of all Obligations and the "Borrower" under the Credit Agreement and the other Loan Documents;

WHEREAS, Great Plains entered into that certain Amended and Restated Agreement and Plan of Merger dated as of July 9, 2017 (the "Westar Merger Agreement"), by and among Westar Energy, Inc., a Kansas corporation ("Westar"), Great Plains, Successor Borrower, and King Energy, Inc., a Kansas corporation ("King");

WHEREAS, pursuant to the terms of the Westar Merger Agreement, Westar and Great Plains propose to consummate a series of transactions (the "Westar Merger Transactions") pursuant to which (a) Great Plains will merge with and into Successor Borrower, with the Successor Borrower continuing as the surviving corporation and assuming the obligations of Great Plains as "Borrower" under the Credit Agreement and the other Loan Documents, and (b) Westar will merge with and into King, with Westar continuing as the surviving corporation and as a wholly-owned subsidiary of the Successor Borrower;

WHEREAS, in connection with the Westar Merger Transactions, the Successor Borrower desires to become the "Borrower" under the Credit Agreement and to assume all rights and obligations of Great Plains as "Borrower" thereunder; and

WHEREAS, Section 6.11(d) of the Credit Agreement permits the Successor Borrower to become the "Borrower" under the Credit Agreement provided certain conditions are met as set forth therein and herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement

2. Assumption. As of the Assumption Effective Date (as defined in Section 3), the Successor Borrower hereby agrees (a) to become the "Borrower" as that term is defined in Section 1.1 of the Credit Agreement and the other Loan Documents, with the same force and effect as if it had executed the Credit Agreement and the other Loan Documents as of the Closing Date, and (b) expressly and completely assumes, as its direct and primary obligation, the due and punctual payment of the Obligations and the due and punctual performance of and compliance with, and agrees to be bound by, all of the terms and conditions of the Credit Agreement and the other Loan Documents to be performed or complied with by the Borrower.

3. Conditions Precedent. The assumption in Section 2 hereof shall become effective on the first date (the "Assumption Effective Date") on which all of the following conditions precedent have been satisfied:

(a) Receipt by the Administrative Agent of counterparts of this Agreement duly executed by the Successor Borrower and the Administrative Agent.

(b) The Westar Merger Transactions shall have been consummated in accordance with the terms of the Westar Merger Agreement.

(c) Receipt by the Administrative Agent of copies of the articles or certificate of incorporation of the Successor Borrower, together with all amendments, certified by the Secretary or an Assistant Secretary of the Successor Borrower, and a certificate of good standing, certified by the appropriate governmental officer in its jurisdiction of incorporation, as well as any other information that any Lender may request that is required by Section 326 of the USA PATRIOT ACT or necessary for the Administrative Agent or any Lender to verify the identity of the Successor Borrower as required by Section 326 of the USA PATRIOT ACT, or any other "know your customer" or anti-money laundering rules or regulations.

(d) Receipt by the Administrative Agent of copies, certified by the Secretary or an Assistant Secretary of the Successor Borrower, of the Successor Borrower's by-laws and of its Board of Directors' resolutions and of resolutions or actions of any other body authorizing the execution of the Loan Documents to which the Successor Borrower is a party.

(e) Receipt by the Administrative Agent of an incumbency certificate, executed by the Secretary or an Assistant Secretary of the Successor Borrower, which shall identify by name and title and bear the signatures of the Authorized Officers and any other officers of the Successor Borrower authorized to sign the Loan Documents to which the Successor Borrower is a party, upon which certificate the Administrative Agent and the Lenders shall be entitled to rely until informed of any change in writing by the Successor Borrower.

(f) Receipt by the Administrative Agent of a written opinion of the Successor Borrower's counsel, addressed to the Administrative Agent and the Lenders in a form reasonably satisfactory to the Administrative Agent and its counsel

(g) All fees and expenses required to be paid to the Administrative Agent on or before the date hereof shall have been paid.

(h) The Administrative Agent and each Lender shall have received such documents or other information as the Administrative Agent or any Lender may have reasonably requested.

4. Representations and Warranties. The Successor Borrower hereby represents and warrants as of the Assumption Effective Date as follows:

(a) The Successor Borrower is a corporation duly and properly incorporated, validly existing, and in good standing under the laws of the State of Missouri.

(b) Both immediately before and after the effectiveness of the Westar Merger Transactions, no Default or Unmatured Default exists or shall exist.

(c) The Successor Borrower has, both immediately before and after the effectiveness of the Westar Merger Transactions, a Moody's Rating of Baa3 or better or an S&P Rating of BBB- or better.

(d) The Successor Borrower has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

(e) This Agreement has been duly executed and delivered by the New Borrower and constitutes a legal, valid and binding obligation of the New Borrower, enforceable against the New Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(f) No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the New Borrower, is required to be obtained by the New Borrower in connection with the execution and delivery of this Agreement or the legality, validity, binding effect or enforceability of this Agreement excepting, however, '34 Act Reports due after the date hereof disclosing this Agreement and related information as required pursuant to applicable '34 Act Report filing requirements.

5. References in Loan Documents. From and after the Assumption Effective Date, each reference to "Borrower" in the Credit Agreement and any of the other Loan Documents shall mean the Successor Borrower.

6. Ratification. The Credit Agreement, and the obligations of the Borrower thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their respective terms. The Successor Borrower acknowledges and confirms that as of the Assumption Effective Date the Successor Borrower's obligation to repay the outstanding principal amount of the Loans and reimburse the Issuers for any drawing on a Letter of Credit is unconditional and not subject to any offsets, defenses or counterclaims. The Administrative Agent and the Successor Borrower acknowledge and confirm that by entering into this Agreement, each party does not waive or release any term or condition of the Credit Agreement or any of the other Loan Documents or any of their rights or remedies under such Loan Documents or applicable Law or any of the obligations of such party thereunder.

7. Reference to Agreement. Upon and after the execution of this Agreement by each of the parties hereto, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified hereby.

8. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

9. Loan Document. This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy or electronic mail shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

12. Costs and Expenses. The Successor Borrower agrees to pay all reasonable costs, fees, and out-of-pocket expenses (including reasonable attorneys' fees and disbursements) incurred by the Administrative Agent in connection with this Agreement.

*[Signature page follows]*

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

EVERGY, INC.
a Missouri corporation

By: /s/ Lori A. Wright
Name: Lori A. Wright
Title: Vice President—Corporate Planning, Investor Relations and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: /s/ Nick Schmiesing
Name: Nick Schmiesing
Title: Director