

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 10-Q**

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

For the quarterly period ended **June 30, 2018**

or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_



<b>Commission File Number</b>	<b>Exact name of registrant as specified in its charter, state of incorporation, address of principal executive offices and telephone number</b>	<b>I.R.S. Employer Identification Number</b>
001-38515	<b>EVERGY, INC.</b> (a Missouri corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200	82-2733395
001-03523	<b>WESTAR ENERGY, INC.</b> (a Kansas corporation) 818 South Kansas Avenue Topeka, Kansas 66612 (785) 575-6300	48-0290150
000-51873	<b>KANSAS CITY POWER &amp; LIGHT COMPANY</b> (a Missouri corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200	44-0308720

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Evergy, Inc.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Westar Energy, Inc.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Kansas City Power & Light Company	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Evergy, Inc.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Westar Energy, Inc.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Kansas City Power & Light Company	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

	Large Accelerated Filer	Accelerated Filer	Non-accelerated Filer	Smaller Reporting Company	Emerging Growth Company
Evergy, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Westar Energy, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kansas City Power & Light Company	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 pursuant to Section 13(a) of the Exchange Act.

Evergy, Inc.	<input type="checkbox"/>
Westar Energy, Inc.	<input type="checkbox"/>
Kansas City Power & Light Company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Evergy, Inc.	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Westar Energy, Inc.	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Kansas City Power & Light Company	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

On July 31, 2018, Evergy, Inc. had 271,687,849 shares of common stock outstanding. On July 31, 2018, Kansas City Power & Light Company and Westar Energy, Inc. each had one share of common stock outstanding and held by Evergy, Inc.

**Westar Energy, Inc. and Kansas City Power & Light Company meet the conditions set forth in General Instruction (H)(1)(a) and (b) of Form 10-Q and are therefore filing this Form 10-Q with the reduced disclosure format.**

This combined Quarterly Report on Form 10-Q is provided by the following registrants: Evergy, Inc. (Evergy), Westar Energy, Inc. (Westar Energy) and Kansas City Power & Light Company (KCP&L) (collectively, the Evergy Companies). Information relating to any individual registrant is filed by such registrant solely on its own behalf. Each registrant makes no representation as to information relating exclusively to the other registrants.

This report should be read in its entirety. No one section of the report deals with all aspects of the subject matter. It should be read in conjunction with the Westar Energy First Quarter 2018 Quarterly Report on Form 10-Q, the Great Plains Energy Incorporated (Great Plains Energy) and KCP&L combined First Quarter 2018 Quarterly Report on Form 10-Q, the Westar Energy 2017 Form 10-K and the Great Plains Energy and KCP&L combined 2017 Form 10-K.

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## **CAUTIONARY STATEMENTS REGARDING CERTAIN FORWARD-LOOKING INFORMATION**

Statements made in this report that are not based on historical facts are forward-looking, may involve risks and uncertainties, and are intended to be as of the date when made. Forward-looking statements include, but are not limited to, statements relating to the merger of Great Plains Energy and Westar Energy that resulted in the creation of Evergy, including those that relate to the expected financial and operational benefits of the merger to the companies and their shareholders (including cost savings, operational efficiencies and the impact of the merger on earnings per share), cost estimates of capital projects, dividend growth, share repurchases, balance sheet and credit ratings, rebates to customers, employee issues and other matters affecting future operations.

In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, the Evergy Companies are providing a number of important factors that could cause actual results to differ materially from the provided forward-looking information. These important factors include: future economic conditions in regional, national and international markets and their effects on sales, prices and costs; prices and availability of electricity in regional and national wholesale markets; market perception of the energy industry, Evergy, Westar Energy and KCP&L; changes in business strategy, operations or development plans; the outcome of contract negotiations for goods and services; effects of current or proposed state and federal legislative and regulatory actions or developments, including, but not limited to, deregulation, re-regulation and restructuring of the electric utility industry; decisions of regulators regarding rates that Westar Energy and KCP&L (or other regulated subsidiaries of Evergy) can charge for electricity; adverse changes in applicable laws, regulations, rules, principles or practices governing tax, accounting and environmental matters including, but not limited to, air and water quality; financial market conditions and performance including, but not limited to, changes in interest rates and credit spreads and in availability and cost of capital and the effects on derivatives and hedges, nuclear decommissioning trust and pension plan assets and costs; impairments of long-lived assets or goodwill; credit ratings; inflation rates; effectiveness of risk management policies and procedures and the ability of counterparties to satisfy their contractual commitments; impact of terrorist acts, including, but not limited to, cyber terrorism; ability to carry out marketing and sales plans; weather conditions including, but not limited to, weather-related damage and their effects on sales, prices and costs; cost, availability, quality and deliverability of fuel; the inherent uncertainties in estimating the effects of weather, economic conditions and other factors on customer consumption and financial results; ability to achieve generation goals and the occurrence and duration of planned and unplanned generation outages; delays in the anticipated in-service dates and cost increases of generation, transmission, distribution or other projects; Evergy's ability to successfully manage its transmission joint ventures; the inherent risks associated with the ownership and operation of a nuclear facility including, but not limited to, environmental, health, safety, regulatory and financial risks; workforce risks, including, but not limited to, increased costs of retirement, health care and other benefits; the possibility that the expected value creation from the merger will not be realized, or will not be realized within the expected time period; difficulties related to the integration of the two companies; disruption from the merger making it more difficult to maintain relationships with customers, employees, regulators or suppliers; the diversion of management time; and other risks and uncertainties.

This list of factors is not all-inclusive because it is not possible to predict all factors. Part II, Item 1A, Risk Factors included in this report, together with the risk factors included in the Westar Energy 2017 Form 10-K and the Great Plains Energy and KCP&L combined 2017 Form 10-K under Part I, Item 1A, should be carefully read for further understanding of potential risks for the Evergy Companies. Other sections of this report and other periodic reports filed by the Evergy Companies with the Securities and Exchange Commission (SEC) should also be read for more information regarding risk factors. Each forward-looking statement speaks only as of the date of the particular statement. The Evergy Companies undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

**GLOSSARY OF TERMS**

The following is a glossary of frequently used abbreviations or acronyms that are found throughout this report.

<b><u>Abbreviation or Acronym</u></b>	<b><u>Definition</u></b>
<b>AEP</b>	American Electric Power Company, Inc.
<b>AFUDC</b>	Allowance for Funds Used During Construction
<b>Amended Merger Agreement</b>	Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017, by and among Great Plains Energy, Westar Energy, Monarch Energy Holding, Inc. and King Energy, Inc.
<b>AMT</b>	Alternative Minimum Tax
<b>ARO</b>	Asset Retirement Obligation
<b>ASC</b>	Accounting Standards Codification
<b>ASU</b>	Accounting Standards Update
<b>CCRs</b>	Coal combustion residuals
<b>Clean Air Act</b>	Clean Air Act Amendments of 1990
<b>CWA</b>	Clean Water Act
<b>CO<sub>2</sub></b>	Carbon dioxide
<b>COLI</b>	Corporate-owned life insurance
<b>DOE</b>	Department of Energy
<b>EIRR</b>	Environmental Improvement Revenue Refunding
<b>EPA</b>	Environmental Protection Agency
<b>EPS</b>	Earnings per common share
<b>ERISA</b>	Employee Retirement Income Security Act of 1974, as amended
<b>ERSP</b>	Earnings Review and Sharing Plan
<b>Evergy</b>	Evergy, Inc. and its consolidated subsidiaries
<b>Evergy Board</b>	Evergy Board of Directors
<b>Evergy Companies</b>	Evergy, Westar Energy, and KCP&L, collectively, which are individual registrants within the Evergy consolidated group
<b>Exchange Act</b>	The Securities Exchange Act of 1934, as amended
<b>FASB</b>	Financial Accounting Standards Board
<b>FERC</b>	The Federal Energy Regulatory Commission
<b>FMBs</b>	First mortgage bonds
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>GHG</b>	Greenhouse gas
<b>GMO</b>	KCP&L Greater Missouri Operations Company, a wholly-owned subsidiary of Evergy
<b>GPETHC</b>	GPE Transmission Holding Company LLC, a wholly-owned subsidiary of Evergy
<b>Great Plains Energy</b>	Great Plains Energy Incorporated
<b>KCC</b>	State Corporation Commission of the State of Kansas
<b>KCP&amp;L</b>	Kansas City Power & Light Company, a wholly-owned subsidiary of Evergy, and its consolidated subsidiaries
<b>KCP&amp;L Receivables Company</b>	Kansas City Power & Light Receivables Company, a wholly-owned subsidiary of KCP&L
<b>KDHE</b>	Kansas Department of Health & Environment
<b>KGE</b>	Kansas Gas and Electric Company, a wholly-owned subsidiary of Westar Energy
<b>King Energy</b>	King Energy, Inc., a wholly-owned subsidiary of Evergy
<b>kWh</b>	Kilowatt hour

<b><u>Abbreviation or Acronym</u></b>	<b><u>Definition</u></b>
<b>MEEIA</b>	Missouri Energy Efficiency Investment Act
<b>MMBtu</b>	Millions of British thermal units
<b>Monarch Energy</b>	Monarch Energy Holding, Inc.
<b>MPSC</b>	Public Service Commission of the State of Missouri
<b>MW</b>	Megawatt
<b>MWh</b>	Megawatt hour
<b>NAAQs</b>	National Ambient Air Quality Standards
<b>NAV</b>	Net Asset Value
<b>NO<sub>2</sub></b>	Nitrogen dioxide
<b>NRC</b>	Nuclear Regulatory Commission
<b>PM</b>	Particulate matter
<b>Prairie Wind</b>	Prairie Wind Transmission, LLC, 50% owned by Westar Energy
<b>RSU</b>	Restricted share unit
<b>RTO</b>	Regional transmission organization
<b>SEC</b>	Securities and Exchange Commission
<b>SO<sub>2</sub></b>	Sulfur dioxide
<b>SPP</b>	Southwest Power Pool, Inc.
<b>TFR</b>	Transmission formula rate
<b>Transource</b>	Transource Energy, LLC and its subsidiaries, 13.5% owned by GPETHC
<b>VIE</b>	Variable interest entity
<b>WCNOC</b>	Wolf Creek Nuclear Operating Corporation
<b>Westar Energy</b>	Westar Energy, Inc., a wholly-owned subsidiary of Evergy, and its consolidated subsidiaries
<b>Wolf Creek</b>	Wolf Creek Generating Station
<b>WOTUS</b>	Waters of the United States

**PART I****ITEM 1. FINANCIAL STATEMENTS**

**EVERGY, INC.**  
**Consolidated Balance Sheets**  
(Unaudited)

	<b>June 30</b>	December 31
	<b>2018</b>	2017
(millions, except share amounts)		
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 1,280.1	\$ 3.4
Receivables, net	488.7	290.7
Accounts receivable pledged as collateral	195.0	—
Fuel inventory and supplies	539.9	293.6
Regulatory assets	347.7	99.5
Prepaid expenses and other assets	85.9	39.8
Total Current Assets	2,937.3	727.0
PROPERTY, PLANT AND EQUIPMENT, NET	18,819.9	9,553.8
PROPERTY, PLANT AND EQUIPMENT OF VARIABLE INTEREST ENTITIES, NET	172.7	176.3
<b>OTHER ASSETS:</b>		
Regulatory assets	1,537.9	685.4
Nuclear decommissioning trust fund	498.2	237.1
Goodwill	2,333.7	—
Other	359.6	244.8
Total Other Assets	4,729.4	1,167.3
<b>TOTAL ASSETS</b>	<b>\$ 26,659.3</b>	<b>\$ 11,624.4</b>

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**EVERGY, INC.**  
**Consolidated Balance Sheets**  
(Unaudited)

	June 30 2018	December 31 2017
(millions, except share amounts)		
<b>LIABILITIES AND EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Current maturities of long-term debt	\$ 819.3	\$ —
Current maturities of long-term debt of variable interest entities	30.3	28.5
Notes payable and commercial paper	1,079.3	275.7
Collateralized note payable	195.0	—
Accounts payable	327.6	204.2
Accrued dividends	—	53.8
Accrued taxes	210.3	87.7
Accrued interest	82.0	72.7
Regulatory liabilities	89.5	11.6
Other	244.6	89.5
Total Current Liabilities	<u>3,077.9</u>	<u>823.7</u>
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt, net	6,641.1	3,687.6
Long-term debt of variable interest entities, net	51.1	81.4
Deferred income taxes	1,436.3	815.7
Unamortized investment tax credits	379.9	257.1
Regulatory liabilities	2,361.8	1,094.0
Pension and post-retirement liability	959.1	491.2
Asset retirement obligations	627.9	380.0
Other	228.8	133.3
Total Long-Term Liabilities	<u>12,686.0</u>	<u>6,940.3</u>
Commitments and Contingencies (Note 12)		
<b>EQUITY:</b>		
Evergy, Inc. Shareholders' Equity:		
Common stock - 600,000,000 and 275,000,000 shares authorized, \$0 and \$5 par value per share 271,687,743 and 142,094,275 shares issued, respective to each date	9,718.1	2,734.8
Retained earnings	1,220.0	1,173.3
Total Evergy, Inc. Shareholders' Equity	<u>10,938.1</u>	<u>3,908.1</u>
Noncontrolling Interests	(42.7)	(47.7)
Total Equity	<u>10,895.4</u>	<u>3,860.4</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 26,659.3</b>	<b>\$ 11,624.4</b>

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.



**EVERGY, INC.**  
**Consolidated Statements of Income**  
(Unaudited)

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
	(millions, except per share amounts)			
<b>OPERATING REVENUES</b>	<b>\$ 893.4</b>	<b>\$ 609.3</b>	<b>\$ 1,493.6</b>	<b>\$ 1,181.9</b>
<b>OPERATING EXPENSES:</b>				
Fuel and purchased power	229.7	111.8	365.2	225.6
SPP network transmission costs	68.4	61.8	136.0	122.4
Operating and maintenance	283.8	139.6	423.8	275.0
Depreciation and amortization	128.0	94.0	217.7	182.7
Taxes other than income tax	56.6	41.9	100.5	84.6
Total Operating Expenses	<b>766.5</b>	<b>449.1</b>	<b>1,243.2</b>	<b>890.3</b>
<b>INCOME FROM OPERATIONS</b>	<b>126.9</b>	<b>160.2</b>	<b>250.4</b>	<b>291.6</b>
<b>OTHER INCOME (EXPENSE):</b>				
Investment earnings	1.6	1.1	1.3	2.5
Other income	1.7	0.5	3.7	1.8
Other expense	(13.8)	(7.7)	(24.4)	(18.1)
Total Other Income (Expense)	<b>(10.5)</b>	<b>(6.1)</b>	<b>(19.4)</b>	<b>(13.8)</b>
Interest expense	58.4	43.7	102.2	84.8
<b>INCOME BEFORE INCOME TAXES</b>	<b>58.0</b>	<b>110.4</b>	<b>128.8</b>	<b>193.0</b>
Income tax expense (benefit)	(45.0)	35.9	(35.8)	56.8
Equity in earnings of equity method investees, net of income taxes	1.4	1.5	2.7	3.3
<b>NET INCOME</b>	<b>104.4</b>	<b>76.0</b>	<b>167.3</b>	<b>139.5</b>
Less: Net income attributable to noncontrolling interests	2.6	3.9	5.0	7.8
<b>NET INCOME ATTRIBUTABLE TO EVERGY, INC.</b>	<b>\$ 101.8</b>	<b>\$ 72.1</b>	<b>\$ 162.3</b>	<b>\$ 131.7</b>
<b>BASIC AND DILUTED EARNINGS PER AVERAGE COMMON SHARE OUTSTANDING ATTRIBUTABLE TO EVERGY (see Note 1)</b>				
Basic earnings per common share	\$ 0.56	\$ 0.50	\$ 1.00	\$ 0.92
Diluted earnings per common share	\$ 0.56	\$ 0.50	\$ 1.00	\$ 0.92
<b>AVERAGE EQUIVALENT COMMON SHARES OUTSTANDING</b>				
Basic	180.9	142.5	161.9	142.5
Diluted	181.0	142.6	162.0	142.6
<b>DIVIDENDS DECLARED PER COMMON SHARE</b>	<b>\$ 0.40</b>	<b>\$ 0.40</b>	<b>\$ 0.80</b>	<b>\$ 0.80</b>

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**EVERGY, INC.**  
**Consolidated Statements of Cash Flows**  
(Unaudited)

<b>Year to Date June 30</b>	<b>2018</b>	<b>2017</b>
<b>CASH FLOWS FROM (USED IN) OPERATING ACTIVITIES:</b>	(millions)	
Net income	\$ 167.3	\$ 139.5
Adjustments to reconcile income to net cash from operating activities:		
Depreciation and amortization	217.7	182.7
Amortization of nuclear fuel	13.7	15.9
Amortization of deferred refueling outage	8.3	8.1
Amortization of deferred regulatory gain from sale leaseback	(2.7)	(2.7)
Amortization of corporate-owned life insurance	9.2	8.9
Non-cash compensation	20.0	4.6
Net deferred income taxes and credits	(45.0)	53.9
Allowance for equity funds used during construction	(1.7)	(0.8)
Payments for asset retirement obligations	(8.2)	(1.4)
Equity in earnings of equity method investees, net of income taxes	(2.7)	(3.3)
Other	(0.4)	(1.5)
Changes in working capital items:		
Accounts receivable	(24.7)	14.2
Accounts receivable pledged as collateral	(15.0)	—
Fuel inventory and supplies	25.5	(2.3)
Prepaid expenses and other current assets	(29.2)	37.0
Accounts payable	(41.7)	(20.0)
Accrued taxes	67.8	11.0
Other current liabilities	(1.6)	(103.3)
Changes in other assets	(17.3)	15.6
Changes in other liabilities	57.9	7.6
Cash Flows from Operating Activities	<b>397.2</b>	<b>363.7</b>
<b>CASH FLOWS FROM (USED IN) INVESTING ACTIVITIES:</b>		
Additions to property, plant and equipment	(435.2)	(383.6)
Cash acquired from the merger with Great Plains Energy	1,154.2	—
Purchase of securities - trusts	(96.0)	(12.1)
Sale of securities - trusts	101.1	13.5
Investment in corporate-owned life insurance	(15.9)	(15.8)
Proceeds from investment in corporate-owned life insurance	4.7	1.7
Proceeds from settlement of interest rate swap	140.6	—
Other investing activities	(6.6)	(3.2)
Cash Flows used in Investing Activities	<b>846.9</b>	<b>(399.5)</b>
<b>CASH FLOWS FROM (USED IN) FINANCING ACTIVITIES:</b>		
Short term debt, net	242.6	(37.6)
Collateralized short-term debt, net	15.0	—
Proceeds from long-term debt	—	296.3
Retirements of long-term debt	—	(125.0)
Retirements of long-term debt of variable interest entity	(28.5)	(26.8)
Repayment of capital leases	(1.9)	(1.7)
Borrowings against cash surrender value of corporate-owned life insurance	53.9	52.3
Repayment of borrowings against cash surrender value of corporate-owned life insurance	(3.0)	—
Issuance of common stock	—	0.6
Distributions to shareholders of noncontrolling interests	—	(5.8)
Cash dividends paid	(228.3)	(109.4)
Other financing activities	(17.2)	(7.0)
Cash Flows (used in) from Financing Activities	<b>32.6</b>	<b>35.9</b>
<b>NET CHANGE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>	<b>1,276.7</b>	<b>0.1</b>
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH:</b>		
Beginning of period, including restricted cash of \$0.1 and \$0.1, respectively	3.5	3.2
End of period, including restricted cash of \$0.1 and \$0.1, respectively	<b>\$ 1,280.2</b>	<b>\$ 3.3</b>



**EVERGY, INC.**  
**Consolidated Statements of Changes in Equity**  
(Unaudited)

	Evergy, Inc. Shareholders			Non-controlling interests	Total equity
	Common stock shares	Common stock	Retained earnings		
	(millions, except share amounts)				
<b>Balance as of December 31, 2016</b>	141,791,153	\$ 2,727.3	\$ 1,078.6	\$ 27.3	\$ 3,833.2
Net income	—	—	131.7	7.8	139.5
Issuance of stock	12,131	0.6	—	—	0.6
Issuance of stock for compensation and reinvested dividends	290,103	4.8	—	—	4.8
Tax withholding related to stock compensation	—	(7.0)	—	—	(7.0)
Dividends declared on common stock (\$0.80 per share)	—	—	(115.1)	—	(115.1)
Stock compensation expense	—	4.6	—	—	4.6
Distributions to shareholders of noncontrolling interests	—	—	—	(5.7)	(5.7)
<b>Balance as of June 30, 2017</b>	142,093,387	\$ 2,730.3	\$ 1,095.2	\$ 29.4	\$ 3,854.9
<b>Balance as of December 31, 2017</b>	142,094,275	\$ 2,734.8	\$ 1,173.3	\$ (47.7)	\$ 3,860.4
Net income	—	—	162.3	5.0	167.3
Issuance of stock to Great Plains Energy shareholders	128,947,518	6,979.9	—	—	6,979.9
Issuance of restricted common stock	122,505	—	—	—	—
Issuance of stock for compensation and reinvested dividends	523,445	0.2	—	—	0.2
Tax withholding related to stock compensation	—	(17.2)	—	—	(17.2)
Dividends declared on common stock (\$0.80 per share)	—	—	(115.5)	—	(115.5)
Stock compensation expense	—	21.8	—	—	21.8
Other	—	(1.4)	(0.1)	—	(1.5)
<b>Balance as of June 30, 2018</b>	271,687,743	\$ 9,718.1	\$ 1,220.0	\$ (42.7)	\$ 10,895.4

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**WESTAR ENERGY, INC.**  
**Consolidated Balance Sheets**  
(Unaudited)

	June 30	December 31
	2018	2017
<b>ASSETS</b>	(millions, except share amounts)	
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 3.3	\$ 3.4
Receivables, net	305.6	290.7
Related party receivables	3.2	—
Fuel inventory and supplies	267.0	293.6
Regulatory assets	122.0	99.5
Prepaid expenses and other assets	45.0	39.8
Total Current Assets	746.1	727.0
PROPERTY, PLANT AND EQUIPMENT, NET	9,614.1	9,553.8
PROPERTY, PLANT AND EQUIPMENT OF VARIABLE INTEREST ENTITIES, NET	172.7	176.3
<b>OTHER ASSETS:</b>		
Regulatory assets	704.1	685.4
Nuclear decommissioning trust fund	237.1	237.1
Other	219.2	244.8
Total Other Assets	1,160.4	1,167.3
<b>TOTAL ASSETS</b>	<b>\$ 11,693.3</b>	<b>\$ 11,624.4</b>

The disclosures regarding Westar Energy included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**WESTAR ENERGY, INC.**  
**Consolidated Balance Sheets**  
(Unaudited)

	June 30 2018	December 31 2017
(millions, except share amounts)		
<b>LIABILITIES AND EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Current maturities of long-term debt	\$ 300.0	\$ —
Current maturities of long-term debt of variable interest entities	30.3	28.5
Notes payable and commercial paper	488.2	275.7
Accounts payable	137.2	204.2
Related party payables	37.8	—
Accrued dividends	—	53.8
Accrued taxes	114.2	87.7
Accrued interest	45.4	72.7
Regulatory liabilities	34.5	11.6
Other	117.6	89.5
Total Current Liabilities	<b>1,305.2</b>	<b>823.7</b>
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt, net	3,389.0	3,687.6
Long-term debt of variable interest entities, net	51.1	81.4
Deferred income taxes	763.1	815.7
Unamortized investment tax credits	255.7	257.1
Regulatory liabilities	1,173.9	1,094.0
Pension and post-retirement liability	477.5	491.2
Asset retirement obligations	262.7	380.0
Other	126.9	133.3
Total Long-Term Liabilities	<b>6,499.9</b>	<b>6,940.3</b>
Commitments and Contingencies (Note 12)		
<b>EQUITY:</b>		
Westar Energy, Inc. Shareholder's Equity:		
Common stock - 1,000 shares authorized, \$0.01 par value per share and 1 share issued; 275,000,000 shares authorized, \$5 par value per share, and 142,094,275 shares issued and outstanding, respective to each date	2,737.6	2,734.8
Retained earnings	1,193.3	1,173.3
Total Westar Energy, Inc. Shareholder's Equity	<b>3,930.9</b>	<b>3,908.1</b>
Noncontrolling Interests	(42.7)	(47.7)
Total Equity	<b>3,888.2</b>	<b>3,860.4</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 11,693.3</b>	<b>\$ 11,624.4</b>

The disclosures regarding Westar Energy included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**WESTAR ENERGY, INC.**  
**Consolidated Statements of Income**  
(Unaudited)

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
	(millions)			
<b>OPERATING REVENUES</b>	<b>\$ 650.9</b>	<b>\$ 609.3</b>	<b>\$ 1,251.1</b>	<b>\$ 1,181.9</b>
<b>OPERATING EXPENSES:</b>				
Fuel and purchased power	158.0	111.8	293.5	225.6
SPP network transmission costs	68.4	61.8	136.0	122.4
Operating and maintenance	209.7	139.6	349.7	275.0
Depreciation and amortization	96.1	94.0	185.7	182.7
Taxes other than income tax	42.6	41.9	86.6	84.6
Total Operating Expenses	574.8	449.1	1,051.5	890.3
<b>INCOME FROM OPERATIONS</b>	<b>76.1</b>	<b>160.2</b>	<b>199.6</b>	<b>291.6</b>
<b>OTHER INCOME (EXPENSE):</b>				
Investment earnings	—	1.1	(0.4)	2.5
Other income	1.6	0.5	3.6	1.8
Other expense	(10.4)	(7.7)	(20.9)	(18.1)
Total Other Income (Expense)	(8.8)	(6.1)	(17.7)	(13.8)
Interest expense	44.4	43.7	88.2	84.8
<b>INCOME BEFORE INCOME TAXES</b>	<b>22.9</b>	<b>110.4</b>	<b>93.7</b>	<b>193.0</b>
Income tax expense (benefit)	(53.6)	35.9	(44.4)	56.8
Equity in earnings of equity method investees, net of income taxes	1.1	1.5	2.4	3.3
<b>NET INCOME</b>	<b>77.6</b>	<b>76.0</b>	<b>140.5</b>	<b>139.5</b>
Less: Net income attributable to noncontrolling interests	2.6	3.9	5.0	7.8
<b>NET INCOME ATTRIBUTABLE TO WESTAR ENERGY, INC.</b>	<b>\$ 75.0</b>	<b>\$ 72.1</b>	<b>\$ 135.5</b>	<b>\$ 131.7</b>

The disclosures regarding Westar Energy included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**WESTAR ENERGY, INC.**  
**Consolidated Statements of Cash Flows**  
(Unaudited)

Year to Date June 30	2018	2017
CASH FLOWS FROM (USED IN) OPERATING ACTIVITIES:	(millions)	
Net income	\$ 140.5	\$ 139.5
Adjustments to reconcile income to net cash from operating activities:		
Depreciation and amortization	185.7	182.7
Amortization of nuclear fuel	11.2	15.9
Amortization of deferred refueling outage	7.3	8.1
Amortization of deferred regulatory gain from sale leaseback	(2.7)	(2.7)
Amortization of corporate-owned life insurance	9.2	8.9
Non-cash compensation	20.0	4.6
Net deferred income taxes and credits	(57.9)	53.9
Allowance for equity funds used during construction	(1.7)	(0.8)
Payments for asset retirement obligations	(7.2)	(1.4)
Equity in earnings of equity method investees, net of income taxes	(2.4)	(3.3)
Other	(1.4)	(1.5)
Changes in working capital items:		
Accounts receivable	(9.3)	14.2
Fuel inventory and supplies	26.9	(2.3)
Prepaid expenses and other current assets	(23.2)	37.0
Accounts payable	2.8	(20.0)
Accrued taxes	43.6	11.0
Other current liabilities	(36.9)	(103.3)
Changes in other assets	2.4	15.6
Changes in other liabilities	26.8	7.6
Cash Flows from Operating Activities	333.7	363.7
CASH FLOWS FROM (USED IN) INVESTING ACTIVITIES:		
Additions to property, plant and equipment	(367.7)	(383.6)
Purchase of securities - trusts	(92.5)	(12.1)
Sale of securities - trusts	98.4	13.5
Investment in corporate-owned life insurance	(15.9)	(15.8)
Proceeds from investment in corporate-owned life insurance	4.7	1.7
Other investing activities	(7.7)	(3.2)
Cash Flows used in Investing Activities	(380.7)	(399.5)
CASH FLOWS FROM (USED IN) FINANCING ACTIVITIES:		
Short term debt, net	212.5	(37.6)
Proceeds from long-term debt	—	296.3
Retirements of long-term debt	—	(125.0)
Retirements of long-term debt of variable interest entities	(28.5)	(26.8)
Repayment of capital leases	(1.9)	(1.7)
Borrowings against cash surrender value of corporate-owned life insurance	53.9	52.3
Repayment of borrowings against cash surrender value of corporate-owned life insurance	(3.0)	—
Issuance of common stock	—	0.6
Distributions to shareholders of noncontrolling interests	—	(5.8)
Cash dividends paid	(169.0)	(109.4)
Other financing activities	(17.2)	(7.0)
Cash Flows (used in) from Financing Activities	46.8	35.9
NET CHANGE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(0.2)	0.1
CASH, CASH EQUIVALENTS AND RESTRICTED CASH:		
Beginning of period, including restricted cash of \$0.1 and \$0.1, respectively	3.5	3.2
End of period, including restricted cash of \$0.1 and \$0.1, respectively	\$ 3.3	\$ 3.3

The disclosures regarding Westar Energy included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.



**WESTAR ENERGY, INC.**  
**Consolidated Statements of Changes in Equity**  
(Unaudited)

	Westar Energy, Inc. Shareholders				Non-controlling interests	Total equity
	Common stock shares	Common stock	Retained earnings			
	(millions, except share amounts)					
<b>Balance as of December 31, 2016</b>	141,791,153	\$ 2,727.3	\$ 1,078.6	\$ 27.3	\$ 3,833.2	
Net income	—	—	131.7	7.8	139.5	
Issuance of stock	12,131	0.6	—	—	0.6	
Issuance of stock for compensation and reinvested dividends	290,103	4.8	—	—	4.8	
Tax withholding related to stock compensation	—	(7.0)	—	—	(7.0)	
Dividends declared on common stock (\$0.80 per share)	—	—	(115.1)	—	(115.1)	
Stock compensation expense	—	4.6	—	—	4.6	
Distributions to shareholders of noncontrolling interests	—	—	—	(5.7)	(5.7)	
<b>Balance as of June 30, 2017</b>	142,093,387	\$ 2,730.3	\$ 1,095.2	\$ 29.4	\$ 3,854.9	
<b>Balance as of December 31, 2017</b>	142,094,275	\$ 2,734.8	\$ 1,173.3	\$ (47.7)	\$ 3,860.4	
Net income	—	—	135.5	5.0	140.5	
Issuance of stock for compensation and reinvested dividends	516,990	—	—	—	—	
Stock cancelled pursuant to Amended Merger Agreement	(142,611,264)	—	—	—	—	
Tax withholding related to stock compensation	—	(17.2)	—	—	(17.2)	
Dividends declared on common stock (\$0.80 per share)	—	—	(115.5)	—	(115.5)	
Stock compensation expense	—	19.9	—	—	19.9	
Other	—	0.1	—	—	0.1	
<b>Balance as of June 30, 2018</b>	1	\$ 2,737.6	\$ 1,193.3	\$ (42.7)	\$ 3,888.2	

The disclosures regarding Westar Energy included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**KANSAS CITY POWER & LIGHT COMPANY**  
**Consolidated Balance Sheets**  
(Unaudited)

	June 30 2018	December 31 2017
(millions, except share amounts)		
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 4.0	\$ 2.2
Receivables, net	124.5	106.3
Related party receivables	108.3	84.7
Accounts receivable pledged as collateral	130.0	130.0
Fuel inventory and supplies	197.1	197.0
Income taxes receivable	—	5.4
Regulatory assets	159.1	153.6
Prepaid expenses and other assets	33.3	27.6
Total Current Assets	756.3	706.8
PROPERTY, PLANT AND EQUIPMENT, NET	6,670.3	6,565.6
OTHER ASSETS:		
Regulatory assets	489.0	545.1
Nuclear decommissioning trust fund	261.1	258.4
Other	54.9	48.0
Total Other Assets	805.0	851.5
<b>TOTAL ASSETS</b>	<b>\$ 8,231.6</b>	<b>\$ 8,123.9</b>
<b>LIABILITIES AND EQUITY</b>		
CURRENT LIABILITIES:		
Current maturities of long-term debt	\$ 400.0	\$ 350.0
Notes payable and commercial paper	322.4	167.5
Collateralized note payable	130.0	130.0
Accounts payable	151.1	249.0
Accrued taxes	98.8	29.0
Accrued interest	27.6	32.4
Regulatory liabilities	30.5	8.3
Other	108.7	98.3
Total Current Liabilities	1,269.1	1,064.5
LONG-TERM LIABILITIES:		
Long-term debt, net	2,129.8	2,232.2
Deferred income taxes	613.5	616.1
Unamortized investment tax credits	121.2	121.8
Regulatory liabilities	834.4	770.9
Pension and post-retirement liability	521.2	512.2
Asset retirement obligations	223.5	231.4
Other	79.0	61.6
Total Long-Term Liabilities	4,522.6	4,546.2
Commitments and Contingencies (Note 12)		
EQUITY:		
Common stock - 1,000 shares authorized, without par value, 1 share issued, stated value	1,563.1	1,563.1
Retained earnings	874.5	949.7
Accumulated other comprehensive income	2.3	0.4
Total Equity	2,439.9	2,513.2
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 8,231.6</b>	<b>\$ 8,123.9</b>

The disclosures regarding KCP&L included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**KANSAS CITY POWER & LIGHT COMPANY**  
**Consolidated Statements of Comprehensive Income**  
(Unaudited)

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
	(millions)			
<b>OPERATING REVENUES</b>	\$ 452.2	\$ 482.7	\$ 849.3	\$ 878.6
<b>OPERATING EXPENSES:</b>				
Fuel and purchased power	132.5	130.2	250.0	223.4
Operating and maintenance	104.5	113.8	227.2	236.4
Depreciation and amortization	70.2	68.3	137.1	133.6
Taxes other than income tax	30.3	44.2	59.3	88.8
<b>Total Operating Expenses</b>	<b>337.5</b>	<b>356.5</b>	<b>673.6</b>	<b>682.2</b>
<b>INCOME FROM OPERATIONS</b>	<b>114.7</b>	<b>126.2</b>	<b>175.7</b>	<b>196.4</b>
<b>OTHER INCOME (EXPENSE):</b>				
Investment earnings	0.8	0.5	1.4	1.0
Other income	(1.5)	1.2	1.5	3.2
Other expense	(6.0)	(14.7)	(13.9)	(28.8)
<b>Total Other Income (Expense)</b>	<b>(6.7)</b>	<b>(13.0)</b>	<b>(11.0)</b>	<b>(24.6)</b>
Interest expense	34.6	35.6	67.6	71.2
<b>INCOME BEFORE INCOME TAXES</b>	<b>73.4</b>	<b>77.6</b>	<b>97.1</b>	<b>100.6</b>
Income tax expense	48.8	28.0	52.3	36.8
<b>NET INCOME</b>	<b>\$ 24.6</b>	<b>\$ 49.6</b>	<b>\$ 44.8</b>	<b>\$ 63.8</b>
<b>COMPREHENSIVE INCOME</b>				
<b>NET INCOME</b>	<b>\$ 24.6</b>	<b>\$ 49.6</b>	<b>\$ 44.8</b>	<b>\$ 63.8</b>
<b>OTHER COMPREHENSIVE INCOME:</b>				
Derivative hedging activity				
Reclassification to expenses, net of tax:	1.0	1.3	1.9	2.6
Derivative hedging activity, net of tax	1.0	1.3	1.9	2.6
<b>Total Other Comprehensive Income</b>	<b>1.0</b>	<b>1.3</b>	<b>1.9</b>	<b>2.6</b>
<b>COMPREHENSIVE INCOME</b>	<b>\$ 25.6</b>	<b>\$ 50.9</b>	<b>\$ 46.7</b>	<b>\$ 66.4</b>

The disclosures regarding KCP&L included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**KANSAS CITY POWER & LIGHT COMPANY**  
**Consolidated Statements of Cash Flows**  
(Unaudited)

Year to Date June 30	2018	2017
CASH FLOWS FROM (USED IN) OPERATING ACTIVITIES:	(millions)	
Net income	\$ 44.8	\$ 63.8
Adjustments to reconcile income to net cash from operating activities:		
Depreciation and amortization	137.1	133.6
Amortization of nuclear fuel	11.2	15.9
Amortization of deferred refueling outage	7.1	9.1
Net deferred income taxes and credits	24.7	19.8
Allowance for equity funds used during construction	(1.1)	(1.7)
Payments for asset retirement obligations	(6.3)	(8.1)
Other	1.5	4.4
Changes in working capital items:		
Accounts receivable	(33.3)	(1.3)
Fuel inventory and supplies	(0.1)	4.9
Prepaid expenses and other current assets	(11.6)	(8.7)
Accounts payable	(86.3)	(90.6)
Accrued taxes	75.2	56.7
Other current liabilities	19.4	(2.9)
Changes in other assets	10.9	40.6
Changes in other liabilities	50.7	8.0
Cash Flows from Operating Activities	243.9	243.5
CASH FLOWS FROM (USED IN) INVESTING ACTIVITIES:		
Additions to property, plant and equipment	(225.2)	(193.4)
Purchase of securities - trusts	(20.4)	(13.6)
Sale of securities - trusts	16.2	12.0
Other investing activities	2.9	(0.4)
Cash Flows used in Investing Activities	(226.5)	(195.4)
CASH FLOWS FROM (USED IN) FINANCING ACTIVITIES:		
Short term debt, net	154.9	38.9
Proceeds from long-term debt	296.6	296.5
Retirements of long-term debt	(350.0)	(250.0)
Cash dividends paid	(120.0)	(132.0)
Other financing activities	2.9	—
Cash Flows (used in) from Financing Activities	(15.6)	(46.6)
NET CHANGE IN CASH AND CASH EQUIVALENTS	1.8	1.5
CASH AND CASH EQUIVALENTS:		
Beginning of period	2.2	4.5
End of period	\$ 4.0	\$ 6.0

The disclosures regarding KCP&L included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**KANSAS CITY POWER & LIGHT COMPANY**  
**Consolidated Statements of Changes in Equity**  
(Unaudited)

	Common stock shares	Common stock	Retained earnings	AOCI - Net gains (losses) on cash flow hedges	Total equity
(millions, except share amounts)					
<b>Balance as of December 31, 2016</b>	1	\$ 1,563.1	\$ 982.6	\$ (4.2)	\$ 2,541.5
Net income	—	—	63.8	—	63.8
Cumulative effect of adoption of ASU 2016-09	—	—	(0.7)	—	(0.7)
Dividends declared on common stock	—	—	(132.0)	—	(132.0)
Derivative hedging activity, net of tax	—	—	—	2.6	2.6
<b>Balance as of June 30, 2017</b>	1	\$ 1,563.1	\$ 913.7	\$ (1.6)	\$ 2,475.2
<b>Balance as of December 31, 2017</b>	1	\$ 1,563.1	\$ 949.7	\$ 0.4	\$ 2,513.2
Net income	—	—	44.8	—	44.8
Dividends declared on common stock	—	—	(120.0)	—	(120.0)
Derivative hedging activity, net of tax	—	—	—	1.9	1.9
<b>Balance as of June 30, 2018</b>	1	\$ 1,563.1	\$ 874.5	\$ 2.3	\$ 2,439.9

The disclosures regarding KCP&L included in the accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these statements.

**EVERGY, INC.  
WESTAR ENERGY, INC.  
KANSAS CITY POWER & LIGHT COMPANY**

**Combined Notes to Unaudited Consolidated Financial Statements**

The notes to unaudited consolidated financial statements that follow are a combined presentation for Evergy, Inc., Westar Energy, Inc. and Kansas City Power & Light Company, all registrants under this filing. The terms "Evergy," "Westar Energy," "KCP&L" and "Evergy Companies" are used throughout this report. "Evergy" refers to Evergy, Inc. and its consolidated subsidiaries, unless otherwise indicated. "Westar Energy" refers to Westar Energy, Inc. and its consolidated subsidiaries. "KCP&L" refers to Kansas City Power & Light Company and its consolidated subsidiaries. "Evergy Companies" refers to Evergy, Westar Energy, and KCP&L, collectively, which are individual registrants within the Evergy consolidated group. The Evergy Companies' interim financial statements reflect all adjustments (which include normal, recurring adjustments) that are necessary, in the opinion of management, for a fair presentation of the results for the interim periods presented.

**1. ORGANIZATION AND BASIS OF PRESENTATION**

**Organization**

Evergy is a public utility holding company incorporated in 2017 and headquartered in Kansas City, Missouri. Evergy operates primarily through the following wholly-owned direct subsidiaries:

- Westar Energy is an integrated, regulated electric utility that provides electricity to customers in the state of Kansas. Westar Energy has one active wholly-owned subsidiary with significant operations, Kansas Gas and Electric Company (KGE).
- KCP&L is an integrated, regulated electric utility that provides electricity to customers in the states of Missouri and Kansas. KCP&L has one active wholly-owned subsidiary, Kansas City Power & Light Receivables Company (KCP&L Receivables Company).
- KCP&L Greater Missouri Operations Company (GMO) is an integrated, regulated electric utility that provides electricity to customers in the state of Missouri. GMO also provides regulated steam service to certain customers in the St. Joseph, Missouri area. GMO has one active wholly-owned subsidiary, GMO Receivables Company.
- GPE Transmission Holding Company, LLC (GPETHC) owns 13.5% of Transource Energy, LLC (Transource) with the remaining 86.5% owned by AEP Transmission Holding Company, LLC, a subsidiary of American Electric Power Company, Inc (AEP). Transource is focused on the development of competitive electric transmission projects. GPETHC accounts for its investment in Transource under the equity method.

Westar Energy also owns a 50% interest in Prairie Wind Transmission, LLC (Prairie Wind), which is a joint venture between Westar Energy and Electric Transmission America, LLC, which itself is a joint venture between affiliates of AEP and Berkshire Hathaway Energy Company. Prairie Wind owns a 108-mile, 345 kV double-circuit transmission line that is now being used to provide transmission service in the Southwest Power Pool, Inc. (SPP). Westar Energy accounts for its investment in Prairie Wind under the equity method.

Westar Energy and KGE conduct business in their respective service territories using the name Westar Energy. KCP&L and GMO conduct business in their respective service territories using the name KCP&L. Collectively, the Evergy Companies have approximately 13,100 MWs of owned generating capacity and engage in the generation, transmission, distribution and sale of electricity to approximately 1.6 million customers in the states of Kansas and Missouri.

Evergy was incorporated in 2017 as Monarch Energy Holding, Inc. (Monarch Energy), a wholly-owned subsidiary of Great Plains Energy Incorporated (Great Plains Energy). Prior to the closing of the merger transactions, Monarch Energy changed its name to Evergy and did not conduct any business activities other than those required for its formation and matters contemplated by the Amended and Restated Agreement and Plan of Merger, dated as of July

9, 2017, by and among Great Plains Energy, Westar Energy, Monarch Energy and King Energy, Inc. (King Energy), a wholly-owned subsidiary of Monarch Energy (Amended Merger Agreement). On June 4, 2018, in accordance with the Amended Merger Agreement, Great Plains Energy merged into Evergy, with Evergy surviving the merger and King Energy merged into Westar Energy, with Westar Energy surviving the merger. These merger transactions resulted in Evergy becoming the parent entity of Westar Energy and the direct subsidiaries of Great Plains Energy, including KCP&L and GMO. See Note 2 for additional information regarding the merger.

### **Principles of Consolidation**

Westar Energy was determined to be the accounting acquirer in the merger and thus, the predecessor of Evergy. Therefore, Evergy's consolidated financial statements reflect the results of operations of Westar Energy for the three months ended and year to date June 30, 2017 and the financial position of Westar Energy as of December 31, 2017. Evergy had separate operations for the period beginning with the quarter ended June 30, 2018, and references to amounts for periods after the closing of the merger relate to Evergy. The results of Great Plains Energy's direct subsidiaries have been included in Evergy's results of operations from the date of the closing of the merger and thereafter.

KCP&L and Westar Energy will continue to maintain their current reporting requirements as Securities and Exchange Commission (SEC) registrants. KCP&L has elected not to apply "push-down accounting" related to the merger, whereby the adjustments of assets and liabilities to fair value and the resulting goodwill would be recorded on the financial statements of the acquired subsidiary. These adjustments for KCP&L, as well as those related to the acquired assets and liabilities of Great Plains Energy and its other direct subsidiaries, are reflected at consolidated Evergy.

Each of Evergy's, Westar Energy's and KCP&L's consolidated financial statements includes the accounts of their subsidiaries and variable interest entities (VIEs) of which they are the primary beneficiary. Undivided interests in jointly-owned generation facilities are included on a proportionate basis. Intercompany transactions have been eliminated. The Evergy Companies assess financial performance and allocate resources on a consolidated basis (i.e., operate in one segment).

In preparing financial statements that conform to generally accepted accounting principles (GAAP), management must make estimates and assumptions that affect the reported amounts of assets and liabilities, the reported amounts of revenues and expenses, and the disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

These unaudited consolidated financial statements have been prepared in accordance with GAAP for the United States of America for interim financial information and with the instructions to Form 10-Q and Regulation S-X. Accordingly, these unaudited consolidated financial statements do not include all of the information and notes required by GAAP for annual financial statements. Because the unaudited consolidated financial statements and notes do not include all of the information and notes required by GAAP for annual financial statements, the unaudited consolidated financial statements and other information included in this quarterly report should be read in conjunction with the Westar Energy First Quarter 2018 Quarterly Report on Form 10-Q, the Great Plains Energy and KCP&L combined First Quarter 2018 Quarterly Report on Form 10-Q, the Westar Energy 2017 Form 10-K and the Great Plains Energy and KCP&L combined 2017 Form 10-K.

Certain changes in classification and corresponding reclassification of prior period data were made in Evergy's, Westar Energy's and KCP&L's unaudited consolidated balance sheets, statements of income and comprehensive income and unaudited statements of cash flows for comparative purposes. Evergy reflects the classifications of Westar Energy as the accounting acquirer in the merger. These reclassifications did not affect Evergy's, Westar Energy's or KCP&L's net income or Evergy's, Westar Energy's or KCP&L's cash flows from operations, investing or financing.

Most significantly for Westar Energy's consolidated balance sheets as of December 31, 2017 was the reclassification of \$50.2 million from accrued employee benefits (currently reported as pension and post-retirement liability) to other long-term liabilities. Most significantly for KCP&L's consolidated balance sheets, current regulatory assets

and liabilities have been presented separately from the non-current portions in each respective consolidated balance sheet where recovery or refund is expected within the next 12 months.

The table below summarizes KCP&L's reclassifications related to operating and investing activities for its consolidated statement of cash flows for year to date June 30, 2017.

	<b>Year to Date</b>	
	<b>June 30, 2017</b>	
	<b>As Filed</b>	<b>Updated</b>
(in millions)		
<b>CASH FLOWS FROM (USED IN) OPERATING ACTIVITIES:</b>		
Adjustments to reconcile income to net cash from operating activities:		
Amortization of other	\$ 15.7	\$ —
Amortization of deferred refueling outage	—	9.1
Deferred income taxes, net	20.3	—
Investment tax credit amortization	(0.5)	—
Net deferred income taxes and credits	—	19.8
Payments for asset retirement obligations	—	(8.1)
Other <sup>(a)</sup>	(13.0)	4.4
Changes in working capital items:		
Fuel inventory and supplies	—	4.9
Fuel inventories <sup>(a)</sup>	9.4	—
Materials and supplies <sup>(a)</sup>	(4.5)	—
Prepaid expenses and other current assets	—	(8.7)
Accrued interest <sup>(a)</sup>	(1.6)	—
Other current liabilities	—	(2.9)
Changes in other assets	—	40.6
Changes in other liabilities	—	8.0
Deferred refueling outage costs <sup>(a)</sup>	8.1	—
Pension and post-retirement benefit obligations <sup>(a)</sup>	36.8	—
Fuel recovery mechanisms <sup>(a)</sup>	(3.6)	—
Total reclassifications	\$ 67.1	\$ 67.1
<b>CASH FLOWS FROM (USED IN) INVESTING ACTIVITIES:</b>		
Additions to property, plant and equipment	\$ —	\$ (193.4)
Utility capital expenditures	(181.4)	—
Allowance for borrowed funds used during construction	(2.4)	—
Other investing activities	(10.0)	(0.4)
Total reclassifications	\$ (193.8)	\$ (193.8)

<sup>(a)</sup>Previously reported within Note 3 to the consolidated financial statements of the Great Plains Energy and KCP&L combined Second Quarter 2017 Quarterly Report on Form 10-Q.



## Fuel Inventory and Supplies

The Evergy Companies record fuel inventory and supplies at average cost. The balances for fuel inventory and supplies are stated separately in the table below.

	June 30 2018	December 31 2017
<b>Evergy</b>	(millions)	
Fuel inventory	\$ 182.9	\$ 94.1
Supplies	357.0	199.5
Fuel inventory and supplies	\$ 539.9	\$ 293.6
<b>Westar Energy</b>		
Fuel inventory	\$ 82.5	\$ 94.1
Supplies	184.5	199.5
Fuel inventory and supplies	\$ 267.0	\$ 293.6
<b>KCP&amp;L<sup>(a)</sup></b>		
Fuel inventory	\$ 68.8	\$ 71.0
Supplies	128.3	126.0
Fuel inventory and supplies	\$ 197.1	\$ 197.0

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy as of December 31, 2017.

## Property, Plant and Equipment

The following tables summarize the property, plant and equipment of Evergy, Westar Energy and KCP&L.

June 30, 2018	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
	(millions)		
Electric plant in service	\$ 27,158.2	\$ 13,181.2	\$ 10,541.0
Electric plant acquisition adjustment	740.6	740.6	—
Accumulated depreciation	(10,055.2)	(4,793.7)	(4,124.6)
Plant in service	17,843.6	9,128.1	6,416.4
Construction work in progress	705.3	417.9	191.7
Nuclear fuel, net	123.5	61.3	62.2
Plant to be retired, net <sup>(b)</sup>	147.5	6.8	—
Property, plant and equipment, net	\$ 18,819.9	\$ 9,614.1	\$ 6,670.3

December 31, 2017	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
	(millions)		
Electric plant in service	\$ 12,954.3	\$ 12,954.3	\$ 10,213.2
Electric plant acquisition adjustment	739.0	739.0	—
Accumulated depreciation	(4,651.7)	(4,651.7)	(4,070.3)
Plant in service	9,041.6	9,041.6	6,142.9
Construction work in progress	434.9	434.9	350.3
Nuclear fuel, net	71.4	71.4	72.4
Plant to be retired, net <sup>(b)</sup>	5.9	5.9	—
Property, plant and equipment, net	\$ 9,553.8	\$ 9,553.8	\$ 6,565.6

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy as of December 31, 2017.

<sup>(b)</sup> As of June 30, 2018, represents the planned retirement of GMO's Sibley No. 3 Unit and Westar Energy analog meters prior to the end of their remaining useful lives. As of December 31, 2017, represents the planned retirement of Westar Energy analog meters prior to the end of their remaining useful lives.

## Earnings Per Share

Evergy has participating securities in the form of unvested restricted share units (RSUs) with nonforfeitable rights to dividend equivalents that receive dividends on an equal basis with dividends declared on common stock. As a result, Evergy applies the two-class method of computing basic and diluted earnings per share (EPS).

To compute basic EPS, Evergy divides the earnings allocated to common stock by the weighted average number of common shares outstanding. Diluted EPS includes the effect of issuable common shares resulting from RSUs with forfeitable rights to dividend equivalents, performance shares and restricted stock. Evergy computes the dilutive effects of potential issuances of common shares using the treasury stock method.

The following table reconciles Evergy's basic and diluted EPS.

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
<b>Income</b>	(millions, except per share amounts)			
Net income	\$ 104.4	\$ 76.0	\$ 167.3	\$ 139.5
Less: net income attributable to noncontrolling interests	2.6	3.9	5.0	7.8
Net income attributable to Evergy, Inc.	101.8	72.1	162.3	131.7
Less: net income allocated to RSUs	0.1	0.2	0.2	0.2
Net income allocated to common stock	\$ 101.7	\$ 71.9	\$ 162.1	\$ 131.5
<b>Common Shares Outstanding</b>				
Weighted average equivalent common shares outstanding - basic	180.9	142.5	161.9	142.5
Add: effect of dilutive securities	0.1	0.1	0.1	0.1
Weighted average equivalent common shares outstanding - diluted	181.0	142.6	162.0	142.6
<b>Basic and Diluted EPS</b>	\$ 0.56	\$ 0.50	\$ 1.00	\$ 0.92

There were no anti-dilutive securities excluded from the computation of diluted EPS for the three months ended June 30, 2018 and for the three months ended and year to date June 30, 2017. Anti-dilutive shares excluded from the computation of diluted EPS for year to date June 30, 2018 were 172,431 performance shares.

## Dividends Declared

In August 2018, Evergy's Board of Directors (Evergy Board) declared a quarterly dividend of \$0.46 per share on Evergy's common stock. The common dividend is payable September 20, 2018, to shareholders of record as of August 29, 2018.

In August 2018, Westar Energy's Board of Directors and KCP&L's Board of Directors declared cash dividends payable to Evergy of \$66.0 million and \$60.0 million, respectively, payable on September 19, 2018.

**Supplemental Cash Flow Information**

Year to Date June 30	2018	2017
<b>Evergy</b>	(millions)	
Cash paid for (received from):		
Interest, net of amounts capitalized	\$ 93.8	\$ 76.0
Interest of VIEs	1.3	1.7
Income taxes, net of refunds	—	(12.7)
Non-cash investing transactions:		
Property, plant and equipment additions (reductions)	(37.1)	89.9
Non-cash financing transactions:		
Issuance of stock for compensation and reinvested dividends	0.2	4.8
Assets acquired through capital leases	0.1	3.1
<b>Westar Energy</b>		
Cash paid for (received from):		
Interest, net of amounts capitalized	\$ 77.5	\$ 76.0
Interest of VIEs	1.3	1.7
Income taxes, net of refunds	—	(12.7)
Non-cash investing transactions:		
Property, plant and equipment additions (reductions)	(37.2)	89.9
Non-cash financing transactions:		
Issuance of stock for compensation and reinvested dividends	—	4.8
Assets acquired through capital leases	0.1	3.1
<b>KCP&amp;L<sup>(a)</sup></b>		
Cash paid for (received from):		
Interest, net of amounts capitalized	\$ 68.3	\$ 66.6
Income taxes, net of refunds	(7.4)	(10.1)
Non-cash investing transactions:		
Property, plant and equipment additions	22.2	26.5

<sup>(a)</sup> KCP&L amounts are included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.

See Note 2 for the non-cash information related to the merger transaction, including the fair value of Great Plains Energy's assets acquired and liabilities assumed and the issuance of Evergy common stock.

**New Accounting Standards**
**Compensation - Retirement Benefits**

In March 2017, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2017-07, *Compensation-Retirement Benefits*, which requires an employer to disaggregate the service cost component from the other components of net benefit cost. The service cost component is to be reported in the same line item or items as other compensation costs arising from services rendered by the pertinent employees during the period. The non-service cost components are to be reported separately from service costs and outside of a subtotal of income from operations. The amendments in this update allow only the service cost component to be eligible for capitalization as part of utility plant. The non-service cost components that are no longer eligible for capitalization as part of utility plant will be recorded as a regulatory asset. The new guidance is to be applied retrospectively for the presentation of service cost and non-service cost components in the income statement and prospectively for the capitalization of the service cost component and is effective for interim and annual periods beginning after December 15, 2017. The Evergy Companies adopted ASU No. 2017-07 on January 1, 2018, and accordingly have retrospectively adjusted prior periods. The Evergy Companies utilized the practical expedient that allows for the use of amounts disclosed in Note 7 for applying the retrospective presentation to the 2017 consolidated statement of income.

The following table reflects the retrospective adjustments in the line items of the Evergy Companies' consolidated statements of income and comprehensive income associated with the adoption of ASU No. 2017-07.

	Three Months Ended June 30, 2017			Year to Date June 30, 2017		
	As Previously Reported <sup>(b)</sup>	Effect of Change	As Reported	As Previously Reported <sup>(b)</sup>	Effect of Change	As Reported
<b>Evergy</b>	(millions)					
Operating and maintenance expense	\$ 144.7	\$ (5.1)	\$ 139.6	\$ 285.1	\$ (10.1)	\$ 275.0
Total operating expenses	454.2	(5.1)	449.1	900.4	(10.1)	890.3
Income from operations	155.1	5.1	160.2	281.5	10.1	291.6
Other expense	(2.6)	(5.1)	(7.7)	(8.0)	(10.1)	(18.1)
Total other income (expense)	(1.0)	(5.1)	(6.1)	(3.7)	(10.1)	(13.8)
<b>Westar Energy</b>						
Operating and maintenance expense	\$ 144.7	\$ (5.1)	\$ 139.6	\$ 285.1	\$ (10.1)	\$ 275.0
Total operating expenses	454.2	(5.1)	449.1	900.4	(10.1)	890.3
Income from operations	155.1	5.1	160.2	281.5	10.1	291.6
Other expense	(2.6)	(5.1)	(7.7)	(8.0)	(10.1)	(18.1)
Total other income (expense)	(1.0)	(5.1)	(6.1)	(3.7)	(10.1)	(13.8)
<b>KCP&amp;L<sup>(a)</sup></b>						
Operating and maintenance expense	\$ 126.2	\$ (12.4)	\$ 113.8	\$ 260.8	\$ (24.4)	\$ 236.4
Total operating expenses	368.9	(12.4)	356.5	706.6	(24.4)	682.2
Income from operations	113.8	12.4	126.2	172.0	24.4	196.4
Other expense	(2.3)	(12.4)	(14.7)	(4.4)	(24.4)	(28.8)
Total other income (expense)	(0.6)	(12.4)	(13.0)	(0.2)	(24.4)	(24.6)

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy for the three months ended and year to date June 30, 2017.

<sup>(b)</sup> Certain Evergy, Westar Energy, and KCP&L as previously reported amounts have been adjusted to reflect reclassification adjustments made for comparative purposes as discussed further in Principles of Consolidation above and that have no impact on net income.

### Statement of Cash Flows

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments*, which clarifies how certain cash receipts and cash payments are presented and classified in the statement of cash flows. Among other clarifications, the guidance requires that cash proceeds received from the settlement of corporate-owned life insurance (COLI) policies be classified as cash inflows from investing activities and that cash payments for premiums on COLI policies may be classified as cash outflows for investing activities, operating activities or a combination of both. Retrospective application is required. The Evergy Companies adopted the guidance effective January 1, 2018, which resulted in retrospective reclassification of cash proceeds of \$1.5 million from the settlement of COLI policies from cash inflows from operating activities to cash inflows from investing activities for year to date June 30, 2017, for Evergy and Westar Energy. In addition, cash payments of \$1.9 million for premiums on COLI policies were reclassified from cash outflows used in operating activities to cash outflows used in investing activities for the same period for Evergy and Westar Energy. The adoption of ASU No. 2016-15 did not have a material impact on KCP&L.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash*, which requires that the statement of cash flows explains the change for the period of restricted cash and restricted cash equivalents along with cash and cash equivalents. The guidance requires a retrospective transition method and is effective for fiscal years beginning after December 15, 2017. The Evergy Companies adopted the guidance effective January 1, 2018. As a result, Evergy and Westar Energy adjusted amounts previously reported for cash and cash equivalents to include restricted cash which resulted in an increase to beginning and ending cash, cash equivalents and restricted cash of \$0.1 million for year to date June 30, 2017. The adoption of ASU No. 2016-18 did not have a material impact on KCP&L.

### **Leases**

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which requires an entity that is a lessee to record a right-of-use asset and a lease liability for lease payments on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new guidance is effective for interim and annual periods beginning after December 15, 2018, with early adoption permitted, and is required to be applied using a modified retrospective approach. The Evergy Companies plan to adopt the new guidance on January 1, 2019. In 2016, management began evaluating current leases to assess the initial impact on Evergy's consolidated financial results. The Evergy Companies continue to evaluate the guidance and believe application of the guidance will result in an increase to the assets and liabilities on their consolidated balance sheets, with minimal impact to their consolidated statements of income and comprehensive income. The Evergy Companies also continue to monitor unresolved industry issues, including renewables and power purchase agreements, and will analyze the related impact. The standard permits an entity to elect a practical expedient for existing or expired contracts to forgo reassessing leases to determine whether each is in scope of the new standard and to forgo reassessing lease classification. The Evergy Companies expect to elect this practical expedient upon implementation. In July 2018, the FASB issued ASU No. 2018-11, which provides entities an optional transition method to apply ASU No. 2016-02 as of the date of initial application of the standard rather than as of the earliest period presented. The Evergy Companies are evaluating this update and have not yet determined if they will elect to use this optional transition method.

### **Financial Instruments**

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*, which generally requires equity investments to be measured at fair value with changes in fair value recognized in net income. Under the new standard, equity securities are no longer to be classified as available-for-sale or trading securities. The guidance requires a modified retrospective transition method. This guidance is effective for fiscal years beginning after December 15, 2017; accordingly, the Evergy Companies adopted the new standard on January 1, 2018, without a material impact on their consolidated financial statements.

### **Revenue Recognition**

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. In August 2015, the FASB issued ASU No. 2015-14, deferring the effective date of ASU No. 2014-09 one year, from January 1, 2017, to January 1, 2018. The ASU replaced most existing revenue recognition guidance in GAAP when it became effective. The Evergy Companies adopted ASU No. 2014-09 and its related amendments (ASC 606) on January 1, 2018 using the modified retrospective transition method for all contracts not completed as of the date of adoption. Results for reporting periods beginning after January 1, 2018 are presented under ASC 606 while historical periods have not been adjusted and continue to be reported in accordance with the legacy guidance in ASC 605 - *Revenue Recognition*.

There was no cumulative effect adjustment to the opening balance of retained earnings in 2018 for the Evergy Companies as a result of the adoption of the new guidance. The impact to both operating revenues and taxes other than income taxes on KCP&L's statements of comprehensive income in 2018 as a result of adopting ASC 606 was a decrease of \$19.7 million and \$37.6 million for the three months ended and year to date June 30, 2018, respectively. This impact was related to sales taxes and franchise fees collected from KCP&L's Missouri customers, which prior to ASC 606, were recorded gross on KCP&L's statements of comprehensive income. See Note 3 for more information on revenue from contracts with customers.

## **2. MERGER OF GREAT PLAINS ENERGY AND WESTAR ENERGY**

### **Description of Transaction**

On June 4, 2018, Evergy completed the mergers contemplated by the Amended Merger Agreement. As a result of the mergers, Great Plains Energy merged into Evergy, with Evergy surviving the merger and King Energy merged into Westar Energy, with Westar Energy surviving the merger. Following the completion of these mergers, Westar

Energy and the direct subsidiaries of Great Plains Energy, including KCP&L and GMO, became wholly-owned subsidiaries of Evergy.

The merger was structured as a merger of equals in a tax-free exchange of shares that involved no premium paid or received with respect to either Great Plains Energy or Westar Energy. As a result of the closing of the merger transaction, each outstanding share of Great Plains Energy common stock was converted into 0.5981 shares of Evergy common stock and each outstanding share of Westar Energy common stock was converted into 1 share of Evergy common stock.

As provided in the Amended Merger Agreement, substantially all of Westar Energy's outstanding equity compensation awards vested and were converted into a right to receive Evergy common stock and all of Great Plains Energy's outstanding equity compensation awards were converted into equivalent Evergy awards subject to the same terms and conditions at the Great Plains Energy merger exchange ratio of 0.5981.

## **Merger Related Regulatory Matters**

### **KCC**

In May 2018, the State Corporation Commission of the State of Kansas (KCC) approved Great Plains Energy's, KCP&L's and Westar Energy's joint application for approval of the merger, including a settlement agreement that had been reached between Great Plains Energy, KCP&L, Westar Energy, KCC staff and certain other intervenors in the case. Through the joint application and settlement agreement, Great Plains Energy, KCP&L and Westar Energy agreed to the conditions and obligations listed below, in addition to other organizational, financing, customer service and social responsibility commitments.

- Provide a total of \$30.6 million of one-time bill credits to Kansas electric retail customers as soon as practicable following the close of the merger and the completion of Westar Energy's and KCP&L's current rate cases in Kansas. Of this total, \$23.1 million of the credits will be provided to Westar Energy customers with the remaining \$7.5 million of credits to be provided to KCP&L Kansas customers.
- Provide a total of approximately \$46 million in additional bill credits consisting of \$11.5 million in annual bill credits to Kansas electric retail customers from 2019 through 2022. Of the annual amount, \$8.7 million of the credits will be provided to Westar Energy customers with the remaining \$2.8 million of credits to be provided to KCP&L Kansas customers.
- Provide for the inclusion of a total of \$30.0 million of merger-related savings in Westar Energy's and KCP&L's current rate cases in Kansas. Of this total, \$22.5 million of the savings are attributable to Westar Energy with the remaining \$7.5 million of savings attributable to KCP&L's Kansas jurisdiction.
- A five year base rate moratorium for Westar Energy and KCP&L in Kansas that will commence following the conclusion of KCP&L's current Kansas rate case, expected in December 2018. The moratorium is subject to certain conditions and does not include Westar Energy's or KCP&L's fuel recovery mechanisms and certain other cost recovery mechanisms in Kansas.
- Participate in an Earnings Review and Sharing Plan (ERSP) for the years 2019 through 2022, which may result in Westar Energy and/or KCP&L being subject to refunding 50% of earned return on equity in excess of authorized return on equity to their Kansas customers.
- Maintain charitable contributions and community involvement in the Kansas service territories of Westar Energy and KCP&L at levels equal to or greater than their respective 2015 levels for 5 years following the closing of the merger.
- Commit that Westar Energy's and KCP&L's retail electric base rates will not increase as a result of the merger.
- Recover a total of \$30.9 million of merger transition costs consisting of \$23.2 million for Westar Energy and \$7.7 million for KCP&L's Kansas jurisdiction. Westar Energy and KCP&L have recorded these amounts as regulatory assets and the settlement agreement stipulates that they will be recovered over a ten year period.

**MPSC**

In May 2018, the Public Service Commission of the State of Missouri (MPSC) approved Great Plains Energy's, KCP&L's, GMO's and Westar Energy's joint application for approval of the merger, including two stipulations and agreements between these companies, MPSC staff and certain other intervenors in the case. Through the joint application and stipulations and agreements, Great Plains Energy, KCP&L, GMO and Westar Energy agreed to the conditions and obligations listed below, in addition to other organizational, financing, customer service and social responsibility commitments.

- Provide a total of \$29.1 million of one-time bill credits to Missouri electric retail customers within 120 days following the close of the merger. Of this total, \$14.9 million of the credits will be provided to KCP&L Missouri customers with the remaining \$14.2 million of credits to be provided to GMO customers.
- Commit that KCP&L's and GMO's retail electric base rates will not increase as a result of the merger.
- Maintain charitable contributions and community involvement in the Missouri service territories of KCP&L and GMO at levels equal to or greater than their respective 2015 levels for 5 years following the closing of the merger.
- Provide a total of \$3.0 million of support over 10 years to community agencies to promote low-income weatherization efforts.
- Support the recovery of a total of \$16.9 million of merger transition costs in KCP&L's and GMO's current rate cases, consisting of \$9.7 million for KCP&L's Missouri jurisdiction and \$7.2 million for GMO. KCP&L and GMO have recorded these amounts as regulatory assets and it is expected that they will be recovered over a ten year period.

**Accounting Charges and Deferrals Related to the Merger**

The following pre-tax reductions of revenue, expenses and deferral were recognized in June 2018 following the consummation of the merger and are included in the Evergy Companies' consolidated statements of income and comprehensive income for the three months ended and year to date June 30, 2018.

Description	Income Statement Line Item	Expected Payment Period	Expected Payment		
			Evergy	Westar Energy	KCP&L
(millions)					
One-time bill credits	Operating revenues	2018 - 2019	\$ (59.7)	\$ (23.1)	\$ (22.4)
Annual bill credits	Operating revenues	2019 - 2022	(4.8)	(3.6)	(1.2)
Total impact to operating revenues			\$ (64.5)	\$ (26.7)	\$ (23.6)
Charitable contributions and community support	Operating and maintenance	2018 - 2027	\$ 24.7	\$ —	\$ —
Voluntary severance and accelerated equity compensation	Operating and maintenance	2018	39.9	39.9	—
Other transaction and transition costs	Operating and maintenance	2018	40.7	19.0	0.6
Reallocation and deferral of merger transition costs	Operating and maintenance	n/a	(47.8)	(13.8)	(23.2)
Total impact to operating and maintenance expense			\$ 57.5	\$ 45.1	\$ (22.6)
Total			\$ (122.0)	\$ (71.8)	\$ (1.0)

Reductions of revenue and expenses related to customer bill credits, charitable contributions and community support were incurred as a result of conditions in the MPSC and KCC merger orders and were recorded as liabilities in the amounts presented above in June 2018 upon the consummation of the merger. Voluntary severance and accelerated equity compensation represent costs related to payments for voluntary severance and change in control plans, as well as the recording of unrecognized equity compensation costs and the incremental fair value associated with the vesting of outstanding Westar Energy equity compensation awards. Other transaction and transition costs

include merger success fees and fees for other outside services incurred. Reallocation and deferral of merger transition costs represents the net reallocation of incurred merger transition costs between Evergy, Westar Energy, KCP&L and GMO and the subsequent deferral of these transition costs to a regulatory asset for future recovery in accordance with the KCC and MPSC merger orders.

### Purchase Price

Based on an evaluation of the provisions of ASC 805, *Business Combinations*, Westar Energy was determined to be the accounting acquirer in the merger. Pursuant to the Amended Merger Agreement, Great Plains Energy's common stock shares were exchanged for Evergy common stock shares at the fixed exchange rate of 0.5981. The total consideration transferred in the merger is based on the closing stock price of Westar Energy on June 4, 2018 and is calculated as follows.

	(millions, except share amounts)	
Great Plains Energy common stock shares outstanding as of June 4, 2018		215,800,074
Great Plains Energy restricted stock awards outstanding as of June 4, 2018		(204,825)
Great Plains Energy shares to be converted to Evergy shares		215,595,249
Exchange ratio		0.5981
Evergy common stock shares issued to Great Plains Energy shareholders		128,947,518
Closing price of Westar Energy common stock as of June 4, 2018	\$	54.00
Fair value of Evergy shares issued to Great Plains Energy shareholders	\$	6,963.2
Fair value of Great Plains Energy's equity compensation awards		12.5
Total purchase price	\$	6,975.7

Great Plains Energy's equity compensation awards, including performance shares and restricted stock, were replaced by equivalent Evergy equity compensation awards subject to substantially the same terms and conditions upon the closing of the merger. In accordance with the accounting guidance in ASC 805, a portion of the fair value of these awards is attributable to the purchase price as it represents consideration transferred in the merger.

### Purchase Price Allocation

The fair value of Great Plains Energy's assets acquired and liabilities assumed as of June 4, 2018 was determined based on significant estimates and assumptions that are judgmental in nature. Third-party valuation specialists were engaged to assist in the valuation of these assets and liabilities. The fair values of Great Plains Energy's assets acquired and liabilities assumed utilized for the purchase price allocation are preliminary to the extent that additional information is obtained about facts and circumstances that existed as of the acquisition date.

The significant assets and liabilities for which preliminary valuation amounts are reflected as of the filing of this combined Form 10-Q include the fair value of acquired long-term debt, asset retirement obligations, pension and post-retirement plans, accumulated deferred income tax liabilities and certain other long-term assets and liabilities.

The majority of Great Plains Energy's operations are subject to the rate-setting authority of the MPSC, KCC and The Federal Energy Regulatory Commission (FERC) and are accounted for pursuant to GAAP, including the accounting guidance for regulated operations. The rate-setting and cost recovery provisions for Great Plains Energy's regulated operations provide revenue derived from costs including a return on investment of assets and liabilities included in rate base. Except for the significant assets and liabilities for which valuation adjustments were made as discussed above, the fair values of Great Plains Energy's tangible and intangible assets and liabilities subject to these rate-setting provisions approximate their carrying values and the assets and liabilities do not reflect any adjustments to these amounts other than for amounts not included in rate base. The difference between the fair value and pre-merger carrying amounts for Great Plains Energy's long-term debt, asset retirement obligations and pension and post-retirement plans that were related to regulated operations were recorded as a regulatory asset or liability. The excess of the purchase price over the estimated fair values of the assets acquired and liabilities assumed was recognized as goodwill as of the merger date.



The preliminary purchase price allocation to Great Plains Energy's assets and liabilities as of June 4, 2018 is detailed in the following table.

	(millions)	
Current assets	\$	2,151.7
Property, plant and equipment, net		9,179.7
Goodwill		2,333.7
Other long-term assets, excluding goodwill		1,235.9
<b>Total assets</b>	<b>\$</b>	<b>14,901.0</b>
Current liabilities		1,673.9
Long-term liabilities, excluding long-term debt		2,892.8
Long-term debt, net		3,358.6
<b>Total liabilities</b>	<b>\$</b>	<b>7,925.3</b>
<b>Total purchase price</b>	<b>\$</b>	<b>6,975.7</b>

### Impact of Merger

The impact of Great Plains Energy's subsidiaries on Evergy's revenues and net income attributable to Evergy in the consolidated statements of income for the three months and year to date June 30, 2018, was an increase of \$242.6 million and \$60.2 million, respectively.

Evergy has incurred total merger-related costs, including reductions of revenue for customer bill credits, of \$123.3 million and \$124.0 million for the three months ended and year to date June 30, 2018, respectively, and \$0.5 million and \$1.0 million for the three months ended and year to date June 30, 2017, respectively.

### Pro Forma Financial Information

The following unaudited pro forma financial information reflects the consolidated results of operations of Evergy as if the merger transactions had taken place on January 1, 2017. The unaudited pro forma information was calculated after applying Evergy's accounting policies and adjusting Great Plains Energy's results to reflect purchase accounting adjustments.

The unaudited pro forma financial information has been presented for illustrative purposes only and is not necessarily indicative of the consolidated results of operations that would have been achieved or the future consolidated results of operations of Evergy.

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
	(millions, except per share amounts)			
Operating revenues	\$ 1,365.9	\$ 1,291.9	\$ 2,552.3	\$ 2,435.2
Net income attributable to Evergy, Inc.	243.7	160.7	335.6	246.6
Basic earnings per common share	\$ 0.90	\$ 0.59	\$ 1.24	\$ 0.91
Diluted earnings per common share	\$ 0.90	\$ 0.59	\$ 1.23	\$ 0.91

Evergy, Westar Energy and Great Plains Energy incurred non-recurring costs directly related to the merger that have been excluded in the pro forma earnings presented above. After-tax non-recurring merger-related costs incurred by Evergy, Westar Energy and Great Plains Energy were \$68.5 million and \$69.2 million for the three months ended and year to date June 30, 2018, respectively, and \$1.0 million and \$3.3 million for the three months ended and year to date June 30, 2017, respectively.

### 3. REVENUE

Evergy's, Westar Energy's and KCP&L's revenues disaggregated by customer class are summarized in the following tables.

Three Months Ended June 30, 2018	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
<b>Revenues</b>		(millions)	
Residential	\$ 342.0	\$ 221.1	\$ 187.0
Commercial	259.1	170.0	196.3
Industrial	108.6	91.8	34.1
Other retail	6.4	5.7	2.3
Total electric retail	\$ 716.1	\$ 488.6	\$ 419.7
Wholesale	89.7	87.1	5.5
Transmission	75.1	72.2	3.9
Industrial steam and other	2.2	1.3	2.3
Total revenue from contracts with customers	\$ 883.1	\$ 649.2	\$ 431.4
Other	10.3	1.7	20.8
<b>Operating revenues</b>	\$ 893.4	\$ 650.9	\$ 452.2

Year to Date June 30, 2018	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
<b>Revenues</b>		(millions)	
Residential	\$ 522.3	\$ 401.4	\$ 341.9
Commercial	414.5	325.4	378.1
Industrial	202.1	185.3	66.3
Other retail	10.6	9.9	5.0
Total electric retail	\$ 1,149.5	\$ 922.0	\$ 791.3
Wholesale	183.9	181.3	8.6
Transmission	147.0	144.1	7.2
Industrial steam and other	4.0	3.1	2.3
Total revenue from contracts with customers	\$ 1,484.4	\$ 1,250.5	\$ 809.4
Other	9.2	0.6	39.9
<b>Operating revenues</b>	\$ 1,493.6	\$ 1,251.1	\$ 849.3

<sup>(a)</sup> KCP&L amounts are included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.

#### Retail Revenues

The Evergy Companies' retail revenues are generated by the regulated sale of electricity to their residential, commercial and industrial customers within their franchised service territories. The Evergy Companies recognize revenue on the sale of electricity to their customers over time as the service is provided in the amount they have a right to invoice. Retail customers are billed on a monthly basis at the tariff rates approved by the KCC and MPSC based on customer kWh usage.

Revenues recorded include electric services provided but not yet billed by the Evergy Companies. Unbilled revenues are recorded for kWh usage in the period following the customers' billing cycle to the end of the month. This estimate is based on net system kWh usage less actual billed kWhs. The Evergy Companies' estimated unbilled kWhs are allocated and priced by regulatory jurisdiction across the rate classes based on actual billing rates.

The Evergy Companies also collect sales taxes and franchise fees from customers concurrent with revenue-producing activities that are levied by state and local governments. These items are excluded from revenue, and thus not reflected on the statements of income and comprehensive income, for Evergy, Westar Energy and KCP&L.

Prior to the adoption of ASC 606, KCP&L recorded sales taxes and franchise fees collected from its Missouri customers gross on KCP&L's statements of comprehensive income.

### **Wholesale Revenues**

The Evergy Companies' wholesale revenues are generated by the sale of wholesale power and capacity in circumstances when the power that the Evergy Companies generate is not required for customers in their service territory. These sales primarily occur within the SPP Integrated Marketplace. The Evergy Companies also purchase power from the SPP Integrated Marketplace and record sale and purchase activity on a net basis in wholesale revenue or fuel and purchased power expense. In addition, the Evergy Companies sell wholesale power and capacity through bilateral contracts to other counterparties, such as electric cooperatives, municipalities and other electric utilities.

For both wholesale sales to the SPP Integrated Marketplace and through bilateral contracts, the Evergy Companies recognize revenue on the sale of wholesale electricity to their customers over time as the service is provided in the amount they have a right to invoice.

With regards to the SPP Integrated Marketplace, wholesale sales are billed weekly based on the fixed transaction price determined by the market at the time of the sale and the MWh quantity purchased. With regards to bilateral contracts, wholesale sales are billed monthly based on the contractually determined transaction price and the kWh quantity purchased.

### **Transmission Revenues**

The Evergy Companies' transmission revenues are generated by the use of their transmission networks by the SPP, which the Evergy Companies allow the SPP to access and operate on their behalf and the behalf of other SPP participants. As new transmission lines are constructed, they are included in the transmission network available to the SPP. In exchange for providing access, the SPP pays the Evergy Companies consideration determined by formula rates approved by FERC, which include the cost to construct and maintain the transmission lines and a return on investment. The price for access to the Evergy Companies' transmission networks are updated annually based on projected costs. Projections are updated to actual costs and the difference is included in subsequent year's prices.

The Evergy Companies have different treatment for their legacy transmission facilities within the SPP, which results in different levels of transmission revenue being received from the SPP. Westar Energy's transmission revenues from SPP include amounts that Westar Energy pays to the SPP on behalf of its retail electric customers for the use of Westar Energy's legacy transmission facilities. These transmission revenues are mostly offset by SPP network transmission cost expense that Westar Energy pays on behalf of its retail customers. KCP&L and GMO do not pay the SPP for their retail customers' use of the KCP&L and GMO legacy transmission facilities and correspondingly, their transmission revenues also do not reflect the associated transmission revenue from the SPP.

The Evergy Companies recognize revenue on the sale of transmission service to their customers over time as the service is provided in the amount they have a right to invoice. Transmission service to the SPP is billed monthly based on a fixed transaction price determined by FERC formula transmission rates along with other SPP-specific charges and the MW quantity purchased.

### **Industrial Steam and Other Revenues**

Evergy's industrial steam and other revenues are primarily generated by the regulated sale of industrial steam to GMO's steam customers. Evergy recognizes revenue on the sale of industrial steam to its customers over time as the service is provided in the amount that it has the right to invoice. Steam customers are billed on a monthly basis at the tariff rate approved by the MPSC based on customer MMBtu usage.

### **Optional Exemption**

Evergy, Westar Energy and KCP&L do not disclose the value of unsatisfied performance obligations on certain bilateral wholesale contracts with an original expected duration of greater than one year for which they recognize revenue in the amount they have the right to invoice.

#### 4. RECEIVABLES

The Evergy Companies' receivables are detailed in the following table.

	June 30 2018	December 31 2017
(millions)		
<b>Evergy</b>		
Customer accounts receivable - billed	\$ 194.3	\$ 165.4
Customer accounts receivable - unbilled	240.5	76.6
Other receivables	67.7	55.4
Allowance for doubtful accounts	(13.8)	(6.7)
Total	\$ 488.7	\$ 290.7
<b>Westar Energy</b>		
Customer accounts receivable - billed	\$ 173.7	\$ 165.4
Customer accounts receivable - unbilled	95.8	76.6
Other receivables	42.3	55.4
Allowance for doubtful accounts	(6.2)	(6.7)
Total	\$ 305.6	\$ 290.7
<b>KCP&amp;L <sup>(a)</sup></b>		
Customer accounts receivable - billed	\$ 15.0	\$ 1.6
Customer accounts receivable - unbilled	95.5	67.6
Other receivables	18.0	39.3
Allowance for doubtful accounts	(4.0)	(2.2)
Total	\$ 124.5	\$ 106.3

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy as of December 31, 2017.

Evergy's, Westar Energy's and KCP&L's other receivables at June 30, 2018 and December 31, 2017 consisted primarily of receivables from partners in jointly-owned electric utility plants and wholesale sales receivables. As of June 30, 2018, other receivables for Evergy, Westar Energy and KCP&L included receivables from contracts with customers of \$41.4 million, \$36.6 million and \$1.4 million, respectively.

The Evergy Companies' recorded bad debt expense related to contracts with customers as summarized in the following table.

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
(millions)				
Evergy	\$ 2.1	\$ 0.2	\$ 6.1	\$ 3.4
Westar Energy	1.1	0.2	5.1	3.4
KCP&L <sup>(a)</sup>	1.9	1.7	3.6	3.2

<sup>(a)</sup> KCP&L amounts are included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.

#### Sale of Accounts Receivable – KCP&L and GMO

KCP&L and GMO sell all of their retail electric accounts receivable to their wholly-owned subsidiaries, KCP&L Receivables Company and GMO Receivables Company, respectively, which in turn sell an undivided percentage ownership interest in the accounts receivable to Victory Receivables Corporation, an independent outside investor. Each of KCP&L Receivables Company's and GMO Receivables Company's sale of the undivided percentage ownership interest in accounts receivable to Victory Receivables Corporation is accounted for as a secured borrowing with accounts receivable pledged as collateral and a corresponding short-term collateralized note payable recognized on the balance sheets. At June 30, 2018, Evergy's accounts receivable pledged as collateral and the corresponding short-term collateralized note payable were \$195.0 million. At June 30, 2018 and December 31, 2017, KCP&L's accounts receivable pledged as collateral and the corresponding short-term collateralized note

payable were \$130.0 million. KCP&L's agreement expires in September 2018 and allows for \$130.0 million in aggregate outstanding principal amount of borrowings at any time. GMO's agreement expires in September 2018 and allows for \$50.0 million in aggregate outstanding principal amount of borrowings from mid-November through mid-June and then \$65.0 million from mid-June through mid-November.

## **5. RATE MATTERS AND REGULATION**

### **KCC Proceedings**

#### ***Westar Energy 2018 Transmission Delivery Charge***

In March 2018, the KCC issued an order adjusting Westar Energy's retail prices to include updated transmission costs as reflected in the FERC transmission formula rate (TFR). The new prices were effective in April 2018 and are expected to increase Westar Energy's annual retail revenues by \$31.5 million.

#### ***Westar Energy 2018 Rate Case Proceedings***

In February 2018, Westar Energy filed an application with the KCC to request a two-step change in rates, a decrease to retail revenues of approximately \$2 million in September 2018 followed by an increase in retail revenues of approximately \$54 million in February 2019, with a return on equity of 9.85% and a rate-making equity ratio of 51.6%. The request reflects costs associated with the completion of the Western Plains Wind Farm, the expiration of wholesale contracts currently reflected in retail prices as offsets to retail cost of service, the expiration of the 10-year period for production tax credits from prior wind investments and an updated depreciation study, partially offset by the impact of the Tax Cuts and Jobs Act and a portion of the savings from the merger with Great Plains Energy.

In June 2018, Westar Energy, the KCC staff and several other intervenors in the case reached a non-unanimous stipulation and agreement to settle all outstanding issues in the case. The stipulation and agreement provides for a decrease to retail revenues of approximately \$66 million, before rebasing property tax expense, with a return on equity of 9.3%, a rate-making equity ratio of 51.46% and does not include a second step revenue requirement change as included in Westar Energy's initial application. The stipulation and agreement also provides for an approximately \$16 million increase associated with rebasing property tax expense, an approximately \$46 million increase in depreciation expense, allows for the recovery of an approximately \$41 million wholesale contract that expires in 2019 through Westar Energy's fuel recovery mechanism and reflects customer benefits related to the impacts of the Tax Cuts and Jobs Act, including a one-time bill credit of approximately \$50 million to be provided to customers following the conclusion of the rate case.

The non-unanimous stipulation and agreement is subject to the approval of the KCC. An evidentiary hearing in the case occurred in July 2018 and new rates are expected to go into effect in September 2018.

#### ***KCP&L 2018 Rate Case Proceedings***

In May 2018, KCP&L filed an application with the KCC to request an increase to its retail revenues of \$26.2 million before rebasing property tax expense, with a return on equity of 9.85% and a rate-making equity ratio of 49.8%. The request reflects the impact of the Tax Cuts and Jobs Act and increases in infrastructure investment costs. KCP&L also requested an additional \$6.7 million increase associated with rebasing property tax expense.

As part of the merger settlement agreement reached among Westar Energy, Great Plains Energy, KCP&L, KCC staff and several other intervenors discussed further in Note 2, certain parties agreed to accept specific merger-contingent conditions or take particular positions in the rate case. Among these conditions, KCP&L agreed to accept a 9.3% return on equity and a limited amount of merger-related savings and transition costs included in its rate request. If KCC approves KCP&L's rate request with these merger-related conditions, KCP&L estimates that its increase in retail revenues will be approximately \$16 million, compared with the \$26.2 million increase originally requested.

Testimony from the KCC staff and other parties regarding the case is expected in October 2018, with an evidentiary hearing to occur later in October 2018 and new rates expected to go into effect in December 2018.

## **MPSC Proceedings**

### ***KCP&L 2018 Rate Case Proceedings***

In January 2018, KCP&L filed an application with the MPSC to request an increase to its retail revenues of \$8.9 million before rebasing fuel and purchased power expense, with a return on equity of 9.85% and a rate-making equity ratio of 50.03%. The request reflects the impact of the Tax Cuts and Jobs Act and increases in infrastructure investment costs, transmission related costs and property tax costs. KCP&L also requested an additional \$7.5 million increase associated with rebasing fuel and purchased power expense.

Testimony from MPSC staff and other parties regarding the case was filed in June 2018. The MPSC staff's testimony recommended a return on equity range from 9.0% to 10.0% and a decrease to retail revenues of \$19.1 million. The outcome of the KCP&L Missouri rate case will likely be different from either of the positions of KCP&L or MPSC staff, though the decision of the MPSC cannot be predicted.

An evidentiary hearing in the case is expected to occur in September 2018 with new rates expected to go into effect in December 2018.

### ***GMO 2018 Rate Case Proceedings***

In January 2018, GMO filed an application with the MPSC to request a decrease to its retail revenues of \$2.4 million before rebasing fuel and purchased power expense, with a return on equity of 9.85% and a rate-making equity ratio of 54.4%. The request reflects the impact of the Tax Cuts and Jobs Act and increases in infrastructure investment costs and transmission related costs. GMO also requested a \$21.7 million increase associated with rebasing fuel and purchased power expense.

Testimony from MPSC staff and other parties regarding the case was filed in June 2018. The MPSC staff's testimony recommended a return on equity range from 9.0% to 10.0% and a decrease to retail revenues of \$34.8 million. The outcome of the GMO rate case will likely be different from either of the positions of GMO or MPSC staff, though the decision of the MPSC cannot be predicted.

An evidentiary hearing in the case is expected to occur in September 2018 with new rates expected to go into effect in December 2018.

## **FERC Proceedings**

Westar Energy's TFR, effective in January 2018, includes projected 2018 transmission capital expenditures and operating costs and was expected to increase annual transmission revenues by \$25.5 million. Due to the passage of the Tax Cuts and Jobs Act, Westar Energy requested permission from FERC to retroactively reflect the reduction in the federal corporate income tax rate in its 2018 prices. In April 2018, FERC granted the request and Westar Energy has recorded a regulatory liability as of June 30, 2018 of \$7.8 million. This updated rate will provide the basis for a new request with the KCC to retroactively adjust Westar Energy's retail prices to include updated transmission costs. It is estimated the revised TFR will increase 2018 revenues by \$2.3 million when compared to 2017.

## **6. ASSET RETIREMENT OBLIGATIONS**

Asset Retirement Obligations (AROs) associated with tangible long-lived assets are legal obligations that exist under enacted laws, statutes and written or oral contracts, including obligations arising under the doctrine of promissory estoppel. These liabilities are recognized at estimated fair value as incurred with a corresponding amount capitalized as part of the cost of the related long-lived assets and depreciated over their useful lives. Accretion of the liabilities due to the passage of time is recorded to a regulatory asset and/or liability. Changes in the estimated fair values of the liabilities are recognized when known. Evergy, Westar Energy and KCP&L record the current portion of AROs within other current liabilities on their consolidated balance sheets.

Westar Energy, KCP&L and GMO have AROs related to asbestos abatement and the closure and post-closure care of ponds and landfills containing coal combustion residuals (CCRs). In addition, Westar Energy and KCP&L have AROs related to decommissioning Wolf Creek Generating Station (Wolf Creek) and the retirement of wind generation facilities.

Certain of the Evergy Companies' generating stations or other facilities may contain asbestos due to the age of the facilities, but no confirmation or measurement of the amount of asbestos could be determined as of June 30, 2018. Due to the inability to reasonably estimate the quantities or the amount of disturbance that will be necessary during dismantlement at the end of the life of a plant or facility, the fair value of this ARO cannot be reasonably estimated at this time. Management will continue to monitor the obligation and will recognize a liability in the period in which sufficient information becomes available to reasonably estimate its fair value.

The following table summarizes the change in the Evergy Companies' AROs for the periods ending June 30, 2018 and December 31, 2017.

	Evergy		Westar Energy		KCP&L <sup>(a)</sup>	
	2018	2017	2018	2017	2018	2017
	(millions)					
Beginning balance, January 1	\$ 405.1	\$ 324.0	\$ 405.1	\$ 324.0	\$ 266.3	\$ 278.0
Liabilities assumed upon merger with Great Plains Energy	412.2	—	—	—	—	—
Liabilities incurred during the year	7.4	13.5	7.4	13.5	—	—
Revision in timing and/or estimates	(127.0)	66.8	(127.0)	66.8	—	0.3
Settlements	(8.2)	(16.0)	(7.2)	(16.0)	(6.3)	(25.5)
Accretion	10.8	16.8	9.5	16.8	6.7	13.5
Ending balance	\$ 700.3	\$ 405.1	\$ 287.8	\$ 405.1	\$ 266.7	\$ 266.3
Less: current portion	(72.4)	(25.1)	(25.1)	(25.1)	(43.2)	(34.9)
Total noncurrent asset retirement obligation	\$ 627.9	\$ 380.0	\$ 262.7	\$ 380.0	\$ 223.5	\$ 231.4

<sup>(a)</sup> KCP&L amounts are only included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.

See Note 2 for more information regarding KCP&L's and GMO's ARO liabilities that Evergy assumed as a result of the merger.

In June 2018, Evergy and Westar Energy recorded a \$127.0 million revision in estimate primarily related to Westar Energy's ARO to decommission its 47% ownership share of Wolf Creek.

## 7. PENSION PLANS AND OTHER EMPLOYEE BENEFITS

Evergy and certain of its subsidiaries maintain, and Westar Energy and KCP&L participate in, qualified non-contributory defined benefit pension plans covering the majority of Westar Energy's and KCP&L's employees as well as certain non-qualified plans covering certain active and retired officers. Evergy is also responsible for its 94% share of Wolf Creek Nuclear Operating Corporation (WCNOC) defined benefit plans, consisting of Westar Energy's and KCP&L's respective 47% shares.

For the majority of employees, pension benefits under these plans reflect the employees' compensation, years of service and age at retirement. However, for the plan covering Westar Energy's employees, the benefits for non-union employees hired between 2002 and the second quarter of 2018 and union employees hired beginning in 2012 are derived from a cash balance account formula. For the plans covering KCP&L's employees, the benefits for union employees hired beginning in 2014 are derived from a cash balance account formula and the plans were closed to future non-union employees in 2014.

Evergy and its subsidiaries also provide certain post-retirement health care and life insurance benefits for substantially all retired employees of Westar Energy and KCP&L and their respective shares of WCNOC's post-retirement benefit plans.

The Evergy Companies record pension and post-retirement expense in accordance with rate orders from the KCC and MPSC that allow the difference between pension and post-retirement costs under GAAP and costs for

ratemaking to be recognized as a regulatory asset or liability. This difference between financial and regulatory accounting methods is due to timing and will be eliminated over the life of the plans.

The following tables provide the components of net periodic benefit costs prior to the effects of capitalization and sharing with joint owners of power plants.

Three Months Ended June 30, 2018	Pension Benefits			Post-Retirement Benefits		
	Evergy	Westar Energy	KCP&L <sup>(a)</sup>	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
<b>Components of net periodic benefit costs</b>	(millions)					
Service cost	\$ 12.2	\$ 8.1	\$ 9.1	\$ 0.5	\$ 0.3	\$ 0.4
Interest cost	17.2	12.7	9.4	1.7	1.3	0.8
Expected return on plan assets	(18.3)	(14.0)	(10.6)	(2.0)	(1.7)	(0.5)
Amortization of unrecognized:						
Prior service cost	0.1	0.1	0.1	0.1	0.1	—
Recognized net actuarial (gain)/loss	8.1	8.1	8.4	(0.2)	(0.2)	—
Net periodic benefit costs before regulatory adjustment	19.3	15.0	16.4	0.1	(0.2)	0.7
Regulatory adjustment	3.0	2.8	0.7	(0.5)	(0.5)	(0.2)
Net periodic benefit costs	\$ 22.3	\$ 17.8	\$ 17.1	\$ (0.4)	\$ (0.7)	\$ 0.5

<sup>(a)</sup> KCP&L amounts are included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.

Year to Date June 30, 2018	Pension Benefits			Post-Retirement Benefits		
	Evergy	Westar Energy	KCP&L <sup>(a)</sup>	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
<b>Components of net periodic benefit costs</b>	(millions)					
Service cost	\$ 20.2	\$ 16.1	\$ 18.3	\$ 0.8	\$ 0.6	\$ 0.7
Interest cost	29.9	25.4	18.9	2.9	2.5	1.7
Expected return on plan assets	(32.3)	(28.0)	(21.1)	(3.7)	(3.4)	(1.0)
Amortization of unrecognized:						
Prior service cost	0.3	0.3	0.2	0.2	0.2	—
Recognized net actuarial (gain)/loss	16.3	16.3	16.7	(0.3)	(0.3)	(0.1)
Net periodic benefit costs before regulatory adjustment	34.4	30.1	33.0	(0.1)	(0.4)	1.3
Regulatory adjustment	5.8	5.6	1.4	(0.9)	(0.9)	(0.3)
Net periodic benefit costs	\$ 40.2	\$ 35.7	\$ 34.4	\$ (1.0)	\$ (1.3)	\$ 1.0

<sup>(a)</sup> KCP&L amounts are included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.



Three Months Ended June 30, 2017	Pension Benefits			Post-Retirement Benefits		
	Evergy	Westar Energy	KCP&L <sup>(a)</sup>	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
<b>Components of net periodic benefit costs</b>	(millions)					
Service cost	\$ 7.2	\$ 7.2	\$ 8.1	\$ 0.3	\$ 0.3	\$ 0.4
Interest cost	13.1	13.1	9.8	1.4	1.4	1.0
Expected return on plan assets	(13.4)	(13.4)	(9.5)	(1.7)	(1.7)	(0.4)
Amortization of unrecognized:						
Prior service cost	0.2	0.2	0.1	0.1	0.1	—
Recognized net actuarial (gain)/loss	6.7	6.7	8.9	(0.2)	(0.2)	(0.1)
Net periodic benefit costs before regulatory adjustment	13.8	13.8	17.4	(0.1)	(0.1)	0.9
Regulatory adjustment	3.5	3.5	2.2	(0.5)	(0.5)	0.4
Net periodic benefit costs	\$ 17.3	\$ 17.3	\$ 19.6	\$ (0.6)	\$ (0.6)	\$ 1.3

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy for the three months ended and year to date June 30, 2017.

Year to Date June 30, 2017	Pension Benefits			Post-Retirement Benefits		
	Evergy	Westar Energy	KCP&L <sup>(a)</sup>	Evergy	Westar Energy	KCP&L <sup>(a)</sup>
<b>Components of net periodic benefit costs</b>	(millions)					
Service cost	\$ 14.3	\$ 14.3	\$ 16.3	\$ 0.6	\$ 0.6	\$ 0.7
Interest cost	26.2	26.2	19.6	2.8	2.8	1.9
Expected return on plan assets	(26.8)	(26.8)	(19.1)	(3.4)	(3.4)	(0.9)
Amortization of unrecognized:						
Prior service cost	0.4	0.4	0.2	0.2	0.2	—
Recognized net actuarial (gain)/loss	13.5	13.5	17.8	(0.4)	(0.4)	(0.2)
Net periodic benefit costs before regulatory adjustment	27.6	27.6	34.8	(0.2)	(0.2)	1.5
Regulatory adjustment	7.0	7.0	4.1	(1.0)	(1.0)	1.0
Net periodic benefit costs	\$ 34.6	\$ 34.6	\$ 38.9	\$ (1.2)	\$ (1.2)	\$ 2.5

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy for the three months ended and year to date June 30, 2017.

The components of net periodic benefit costs other than the service cost component are included in other expense on the Evergy Companies' consolidated statements of income and comprehensive income.

Year to date June 30, 2018, Evergy and Westar Energy made pension contributions of \$25.0 million and KCP&L made pension contributions of \$13.7 million. Evergy expects to make additional pension contributions of \$88.8 million in 2018 to satisfy the Employee Retirement Income Security Act of 1974, as amended (ERISA) funding requirements and KCC and MPSC rate orders, of which \$17.4 million is expected to be paid by Westar Energy and \$71.4 million is expected to be paid by KCP&L. Also in 2018, Evergy and KCP&L expect to make contributions of \$4.6 million to the post-retirement benefit plans.

## 8. EQUITY COMPENSATION

Upon the consummation of the merger, Evergy assumed both Westar Energy's Long-Term Incentive and Share Award plan (LTISA) and Great Plains Energy's Amended Long-Term Incentive Plan, which was renamed the Evergy, Inc. Long-Term Incentive Plan. All outstanding share-based payment awards under Westar Energy's LTISA vested at the closing of the merger transaction and were converted into a right to receive Evergy common stock with the exception of certain restricted share units (RSU) issued prior to the closing of the merger to certain officers and employees of Westar Energy. The vesting of these shares resulted in the recognition of \$14.6 million of compensation expense in Evergy's and Westar Energy's consolidated statements of income for the three months ended and year to date June 30, 2018.

All of Great Plains Energy's outstanding performance shares, restricted stock, restricted share units and director deferred share units under Great Plains Energy's Amended Long-Term Incentive Plan were converted into equivalent Evergy performance shares, restricted stock, restricted share units and director deferred share units at Great Plains Energy's merger exchange ratio of 0.5981. The estimated fair value of these converted awards that was allocated to the purchase price was \$12.5 million, after-tax. See Note 2 for more information regarding the merger.

The following table summarizes the Evergy Companies' equity compensation expense and the associated income tax benefit.

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
<b>Evergy</b>	(millions)			
Equity compensation expense	\$ 19.3	\$ 2.1	\$ 21.7	\$ 4.6
Income tax benefit	2.9	0.8	3.4	1.8
<b>Westar Energy</b>				
Equity compensation expense	\$ 18.2	\$ 2.1	\$ 20.6	\$ 4.6
Income tax benefit	2.6	0.8	3.1	1.8
<b>KCP&amp;L<sup>(a)</sup></b>				
Equity compensation expense	\$ 2.0	\$ 0.9	\$ 3.2	\$ 1.7
Income tax benefit	0.4	0.4	0.6	0.8

<sup>(a)</sup> KCP&L amounts are only included in consolidated Evergy from the date of the closing of the merger, June 4, 2018 through June 30, 2018.

### Performance Shares

The vesting of performance shares is contingent upon achievement of specific performance goals over a stated period of time as approved by the Compensation and Leadership Development Committee of Evergy's Board of Directors. The number of performance shares ultimately vested can vary from the number of shares initially granted depending on either Great Plains Energy's performance prior to the closing of the merger transaction or Evergy's performance based on the stated performance period of the awards. Compensation expense for performance shares is calculated by recognizing the portion of the grant date fair value for each reporting period for which the requisite service has been rendered. Dividends are accrued over the vesting period and paid in cash based on the number of performance shares ultimately paid.

The fair value of the converted Great Plains Energy performance share awards was estimated using the market value of Westar Energy's and Great Plains Energy's common stock at the valuation date and a Monte Carlo simulation technique that incorporates assumptions for inputs of expected volatilities, dividend yield and risk-free rates. Expected volatility is based on daily stock price change based on historical common stock information during a historical period commensurate with the remaining term of the performance period of the grant. The risk-free rate is based upon the rate at the time of the evaluation for zero-coupon government bonds with a maturity consistent with the remaining performance period of the grant. The dividend yield is based on the most recent dividends paid by Westar Energy, as Evergy's stock price assumes Westar Energy's stock price on a forward basis, and the grant date stock price on the valuation date. For the Great Plains Energy performance shares converted into Evergy awards upon the closing of the merger, inputs for expected volatility, dividend yield, and risk-free rates were 16.6% - 18.5% , 2.96% and 1.8% - 2.6%, respectively. Evergy and Westar Energy did not have any performance share awards issued and outstanding prior to the close of the merger.

Performance share activity for year to date June 30, 2018 is summarized in the following table.

	Performance Shares	Grant Date Fair Value*
Beginning balance January 1, 2018	—	\$ —
Converted Great Plains Energy awards upon merger	351,708	63.79
Ending balance June 30, 2018	351,708	63.79

\* weighted-average

At June 30, 2018, the remaining weighted-average contractual term was 1.5 years. The weighted-average grant-date fair value of shares granted was \$63.79 for the three months ended and year to date June 30, 2018. At June 30, 2018, there was \$12.8 million of total unrecognized compensation expense, net of forfeiture rates, related to converted Great Plains Energy performance shares granted under its Amended Long-Term Incentive Plan, which will be recognized over the remaining weighted-average contractual term.

### Restricted Stock

Restricted stock cannot be sold or otherwise transferred by the recipient prior to vesting and has a value equal to the fair market value of the shares on the issue date. Restricted stock shares vest over a stated period of time with accruing reinvested dividends subject to the same restrictions. Compensation expense, calculated by multiplying shares by the grant-date fair value related to restricted stock, is recognized on a straight-line basis over the requisite service period of the award. Evergy and Westar Energy did not have any restricted stock awards issued and outstanding prior to the close of the merger.

Restricted stock activity for year to date June 30, 2018 is summarized in the following table.

	Nonvested Restricted Stock	Grant Date Fair Value*
Beginning balance January 1, 2018	—	\$ —
Converted Great Plains Energy awards upon merger	122,505	54.05
Vested	(1,316)	54.50
Ending balance June 30, 2018	121,189	54.04

\* weighted-average

At June 30, 2018, the remaining weighted-average contractual term was 1.7 years. The weighted-average grant-date fair value of shares granted was \$54.05 for the three months ended and year to date June 30, 2018. At June 30, 2018, there was \$3.7 million of total unrecognized compensation expense, net of forfeiture rates, related to converted Great Plains Energy restricted stock granted under its Amended Long-Term Incentive Plan, which will be recognized over the remaining weighted-average contractual term.

### Restricted Share Units

Evergy and Westar Energy have historically used RSUs for their stock-based compensation awards. RSU awards are grants that entitle the holder to receive shares of common stock as the awards vest. These RSU awards are defined as nonvested shares and do not include restrictions once the awards have vested. These RSUs have either taken the form of RSUs with only service requirements that vest solely upon the passage of time or RSUs with performance measures that vest upon expiration of the award term. All issued and outstanding Evergy and Westar Energy RSU awards with performance measures vested in connection with the closing of the merger transaction in June 2018.

Evergy measures the fair value of RSUs with only service requirements based on the fair market value of the underlying common stock as of the grant date. RSU awards with only service conditions recognize compensation expense by multiplying shares by the grant-date fair value related to the RSU and recognizing it on a straight-line basis over the requisite service period for the entire award, including for those RSUs that have a graded vesting schedule. Nonforfeitable dividend equivalents, or the rights to receive cash equal to the value of dividends paid on

Evergy's common stock, are paid on these RSUs during the vesting period. Nonforfeitable dividends equivalents are recorded directly to retained earnings.

RSU activity for awards with only service requirements for year to date June 30, 2018 is summarized in the following table.

	Nonvested Restricted Share Units	Grant Date Fair Value*
Beginning balance January 1, 2018	255,964	\$ 46.09
Granted	222,465	52.16
Converted Great Plains Energy awards upon merger	82,331	53.77
Vested	(342,599)	46.81
Forfeited	(704)	49.73
Ending balance June 30, 2018	217,457	54.07

\* weighted-average

At June 30, 2018, the remaining weighted-average contractual term related to RSU awards with only service requirements was 1.9 years. The weighted-average grant-date fair value of RSUs granted with only service requirements was \$54.07 for the three months ended June 30, 2018. There were no RSUs granted for the three months ended June 30, 2017. The weighted-average grant-date fair value of RSUs granted with only service requirements was \$52.16 and \$53.25 year to date June 30, 2018, and 2017, respectively. At June 30, 2018, there was \$11.2 million of unrecognized compensation expense related to unvested RSUs. The total fair value of RSUs with only service requirements that vested for the three months ended and year to date June 30, 2018 was \$12.3 million and \$16.0 million, respectively. The total fair value of RSUs that vested for the three months ended and year to date June 30, 2017 was \$0.1 million and \$3.6 million, respectively.

## 9. SHORT-TERM BORROWINGS AND SHORT-TERM BANK LINES OF CREDIT

The following table summarizes the committed credit facilities available to the Evergy Companies as of June 30, 2018 and December 31, 2017.

Credit Facility	Amounts Drawn				Available Borrowings	Weighted Average Interest Rate on Short-Term Borrowings
	Commercial Paper	Letters of Credit	Cash Borrowings			
<b>June 30, 2018</b>						
(millions)						
Evergy, Inc.	\$ 200.0	n/a	\$ 1.0	\$ 60.0	\$ 139.0	3.60%
Westar Energy <sup>(b)</sup>	979.3	488.2	18.3	—	472.8	2.40%
KCP&L	600.0	322.4	2.7	—	274.9	2.49%
GMO	450.0	208.7	2.0	—	239.3	2.38%
Evergy	\$ 2,229.3	\$ 1,019.3	\$ 24.0	\$ 60.0	\$ 1,126.0	
<b>December 31, 2017</b>						
Westar Energy <sup>(b)</sup>	\$ 979.3	\$ 275.7	\$ 11.8	\$ —	\$ 691.8	1.83%
KCP&L <sup>(a)</sup>	600.0	167.5	2.7	—	429.8	1.95%
Evergy	979.3	275.7	11.8	—	691.8	1.83%

<sup>(a)</sup> KCP&L amounts are not included in consolidated Evergy as of December 31, 2017.

<sup>(b)</sup> \$20.7 million of Westar Energy's \$730.0 million and \$270.0 million revolving credit facilities expired in September 2017.

### **Evergy, Inc.'s \$200.0 Million Revolving Credit Facility**

Evergy, Inc. assumed the Great Plains Energy \$200.0 million revolving credit facility with a group of banks that expires in October 2019 concurrent with the closing of the merger transaction. The facility's terms permit transfers of unused commitments between this facility and the KCP&L and GMO facilities discussed below, with the total amount of the facility not exceeding \$400.0 million at any one time. A default by Evergy or any of its significant subsidiaries on other indebtedness totaling more than \$50.0 million is a default under the facility. Under the terms of this facility, Evergy is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the facility, not greater than 0.65 to 1.00 at all times. At June 30, 2018, Evergy was in compliance with this covenant.

### **Westar Energy's \$730.0 Million and \$270.0 Million Revolving Credit Facilities and Commercial Paper**

Westar Energy's \$730.0 million and \$270.0 million revolving credit facilities with a group of banks provides support for its issuance of commercial paper and other general corporate purposes and expire in September 2019 and February 2019, respectively. In September 2017, \$20.7 million of the \$730.0 million revolving credit facility expired. The aggregate amount of borrowings under the \$730.0 million and \$270.0 million facilities may be increased to \$1.0 billion and \$400.0 million, respectively, subject to lender participation and no default on the facilities. All borrowings under the facilities are secured by KGE first mortgage bonds. A default by Westar Energy or KGE on other indebtedness totaling more than \$25.0 million is a default under the facilities. Under the terms of these facilities, Westar Energy is required to maintain a consolidated indebtedness to consolidated capitalization ratio as defined in the facilities, not greater than 0.65 to 1.00 at all times. At June 30, 2018, Westar Energy was in compliance with this covenant.

### **KCP&L's and GMO's \$600.0 Million and \$450.0 Million Credit Facilities and Commercial Paper**

KCP&L's \$600.0 million revolving credit facility and GMO's \$450.0 million revolving credit facility with a group of banks provides support for their issuance of commercial paper and other general corporate purposes and expire in October 2019. KCP&L and GMO may each transfer up to \$200.0 million of unused commitments between Evergy's facility and KCP&L's and GMO's facilities. A default by KCP&L or GMO on other indebtedness totaling more than \$50.0 million is a default under the facilities. Under the terms of these facilities, KCP&L and GMO are required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the facilities, not greater than 0.65 to 1.00 at all times. At June 30, 2018, KCP&L and GMO were in compliance with these covenants.

## **10. LONG-TERM DEBT**

As of June 30, 2018, Evergy's outstanding long-term debt, including current maturities, includes approximately \$3,771 million related to KCP&L, GMO and the assumed long-term debt of Great Plains Energy discussed further below. This amount also includes approximately \$161 million of fair value adjustments recorded in connection with purchase accounting for the merger transaction, which are not part of future principal payments and will amortize over the remaining life of the associated debt instruments. See Note 2 for more information regarding the merger transaction. The series of long-term debt obligations originally issued by Great Plains Energy and assumed by Evergy, Inc. as part of the merger transaction were:

- \$350.0 million of 4.85% unsecured Senior Notes; and
- \$287.5 million of 5.292% unsecured Senior Notes.

### **KCP&L Senior Notes**

In March 2018, KCP&L issued, at a discount, \$300.0 million of 4.20% unsecured Senior Notes, maturing in 2048. KCP&L also repaid its \$350.0 million of 6.375% unsecured Senior Notes at maturity in March 2018.

### **KCP&L EIRR Bond Remarketing**

In July 2018, KCP&L remarketed its unsecured Series 2008 Environmental Improvement Revenue Refunding (EIRR) bonds maturing in 2038 totaling \$23.4 million at a fixed rate of 2.75% through June 30, 2022.

### **GMO Senior Notes**

As a result of the consummation of the merger transaction, a change in control provision in GMO's Series A, B and C Senior Notes was triggered that allowed holders a one-time option to elect for early repayment of their notes at par value, plus accrued interest. The window to elect this option expired prior to June 30, 2018. Several holders of GMO's Series A and B Senior Notes elected this option and in the third quarter of 2018, GMO redeemed \$89.0 million of its Series A Senior Notes and \$15.0 million of its Series B Senior Notes. The \$104.0 million aggregate principal amount of Series A and Series B Senior Notes that were redeemed in the third quarter of 2018 are classified within current maturities of long-term debt on Evergy's consolidated balance sheet as of June 30, 2018.

## **11. FAIR VALUE MEASUREMENTS**

### **Values of Financial Instruments**

GAAP establishes a hierarchical framework for disclosing the transparency of the inputs utilized in measuring assets and liabilities at fair value. Management's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the classification of assets and liabilities within the fair value hierarchy levels. In addition, the Evergy Companies measure certain investments that do not have a readily determinable fair value at net asset value (NAV), which are not included in the fair value hierarchy. Further explanation of these levels and NAV is summarized below.

Level 1 – Quoted prices are available in active markets for identical assets or liabilities. The types of assets and liabilities include in Level 1 are highly liquid and actively traded instruments with quoted prices, such as equities listed on public exchanges.

Level 2 – Pricing inputs are not quoted prices in active markets, but are either directly or indirectly observable. The types of assets and liabilities included in Level 2 are certain marketable debt securities, financial instruments traded in less than active markets or other financial instruments priced with models using highly observable inputs.

Level 3 – Significant inputs to pricing have little or no transparency. The types of assets and liabilities included in Level 3 are those with inputs requiring significant management judgment or estimation.

NAV - Investments that do not have a readily determinable fair value are measured at NAV. These investments do not consider the observability of inputs and, therefore, they are not included within the fair value hierarchy. The Evergy Companies include in this category investments in private equity, real estate and alternative investment funds that do not have a readily determinable fair value. The underlying alternative investments include collateralized debt obligations, mezzanine debt and a variety of other investments.

The Evergy Companies record cash and cash equivalents, accounts receivable and short-term borrowings on their consolidated balance sheets at cost, which approximates fair value due to the short-term nature of these instruments.

The Evergy Companies measure the fair value of long-term debt using Level 2 measurements available as of the measurement date. The book value and fair value of the Evergy Companies' long-term debt and long-term debt of variable interest entities is summarized in the following table.

	June 30, 2018		December 31, 2017	
	Book Value	Fair Value	Book Value	Fair Value
<b>Long-term debt</b>	(millions)			
Evergy <sup>(a)</sup>	\$ 7,460.4	\$ 7,567.3	\$ 3,687.6	\$ 4,010.6
Westar Energy	3,689.0	3,804.7	3,687.6	4,010.6
KCP&L <sup>(b)</sup>	2,529.8	2,651.4	2,582.2	2,799.1
<b>Long-term debt of variable interest entities</b>				
Evergy	\$ 81.4	\$ 80.9	\$ 109.9	\$ 110.8
Westar Energy	81.4	80.9	109.9	110.8

<sup>(a)</sup> Book value as of June 30, 2018 includes approximately \$161 million of fair value adjustments recorded in connection with purchase accounting for the Great Plains Energy and Westar Energy merger, which are not part of future principal payments and will amortize over the remaining life of the associated debt instrument. See Note 2 for more information regarding the merger transaction.

<sup>(b)</sup> KCP&L amounts are not included in consolidated Evergy as of December 31, 2017.

## Recurring Fair Value Measurements

The following tables include the Evergy Companies' balances of financial assets and liabilities measured at fair value on a recurring basis.

Description	June 30 2018	Level 1	Level 2	Level 3	NAV
<b>Westar Energy</b>					
(millions)					
Assets					
Nuclear decommissioning trust <sup>(a)</sup>					
Domestic equity funds	\$ 74.6	\$ 69.3	\$ —	\$ —	\$ 5.3
International equity funds	42.2	42.2	—	—	—
Core bond fund	36.6	36.6	—	—	—
High-yield bond fund	19.6	19.6	—	—	—
Emerging markets bond fund	15.5	15.5	—	—	—
Combination debt/equity/other fund	14.0	14.0	—	—	—
Alternative investments fund	23.2	—	—	—	23.2
Real estate securities fund	11.3	—	—	—	11.3
Cash equivalents	0.1	0.1	—	—	—
Total nuclear decommissioning trust	237.1	197.3	—	—	39.8
Rabbi trust					
Core bond fund	25.2	—	—	—	25.2
Combination debt/equity/other fund	6.3	—	—	—	6.3
Total rabbi trust	31.5	—	—	—	31.5
Total	\$ 268.6	\$ 197.3	\$ —	\$ —	\$ 71.3
<b>KCP&amp;L</b>					
Assets					
Nuclear decommissioning trust <sup>(a)</sup>					
Equity securities	\$ 185.2	\$ 185.2	\$ —	\$ —	\$ —
Debt securities					
U.S. Treasury	38.4	38.4	—	—	—
U.S. Agency	0.4	—	0.4	—	—
State and local obligations	2.1	—	2.1	—	—
Corporate bonds	32.7	—	32.7	—	—
Foreign governments	0.1	—	0.1	—	—
Cash equivalents	1.5	1.5	—	—	—
Other	0.7	0.7	—	—	—
Total nuclear decommissioning trust	261.1	225.8	35.3	—	—
Self-insured health plan trust <sup>(b)</sup>					
Equity securities	0.5	0.5	—	—	—
Debt securities	2.1	0.1	2.0	—	—
Cash and cash equivalents	10.3	10.3	—	—	—
Total self-insured health plan trust	12.9	10.9	2.0	—	—
Total	\$ 274.0	\$ 236.7	\$ 37.3	\$ —	\$ —
<b>Other Evergy</b>					
Assets					
Rabbi trusts					
Fixed income fund	\$ 13.9	\$ —	\$ —	\$ —	\$ 13.9
Total rabbi trusts	\$ 13.9	\$ —	\$ —	\$ —	\$ 13.9
<b>Evergy</b>					
Assets					
Nuclear decommissioning trust <sup>(a)</sup>	\$ 498.2	\$ 423.1	\$ 35.3	\$ —	\$ 39.8
Rabbi trusts	45.4	—	—	—	45.4
Self-insured health plan trust <sup>(b)</sup>	12.9	10.9	2.0	—	—
Total	\$ 556.5	\$ 434.0	\$ 37.3	\$ —	\$ 85.2



Description	December 31		Level 1	Level 2	Level 3	NAV				
	2017									
<b>Westar Energy</b>										
(millions)										
Assets										
Nuclear decommissioning trust <sup>(a)(c)</sup>										
Domestic equity funds	\$	73.8	\$	—	\$	68.7	\$	—	\$	5.1
International equity funds		47.9		—		47.9		—		—
Core bond fund		33.3		—		33.3		—		—
High-yield bond fund		18.1		—		18.1		—		—
Emerging markets bond fund		17.3		—		17.3		—		—
Combination debt/equity/other fund		14.1		—		14.1		—		—
Alternative investments fund		21.7		—		—		—		21.7
Real estate securities fund		10.8		—		—		—		10.8
Cash equivalents		0.1		0.1		—		—		—
Total nuclear decommissioning trust		237.1		0.1		199.4		—		37.6
Rabbi trust <sup>(c)</sup>										
Core bond fund		27.3		—		27.3		—		—
Combination debt/equity/other fund		6.8		—		6.8		—		—
Cash equivalents		0.2		0.2		—		—		—
Total rabbi trust		34.3		0.2		34.1		—		—
Total	\$	271.4	\$	0.3	\$	233.5	\$	—	\$	37.6
<b>KCP&amp;L<sup>(d)</sup></b>										
Assets										
Nuclear decommissioning trust <sup>(a)</sup>										
Equity securities	\$	183.8	\$	183.8	\$	—	\$	—	\$	—
Debt securities										
U.S. Treasury		35.3		35.3		—		—		—
U.S. Agency		0.4		—		0.4		—		—
State and local obligations		2.1		—		2.1		—		—
Corporate bonds		34.1		—		34.1		—		—
Foreign governments		0.1		—		0.1		—		—
Cash equivalents		2.5		2.5		—		—		—
Other		0.1		0.1		—		—		—
Total nuclear decommissioning trust		258.4		221.7		36.7		—		—
Self-insured health plan trust <sup>(b)</sup>										
Equity securities		0.5		0.5		—		—		—
Debt securities		2.7		0.3		2.4		—		—
Cash and cash equivalents		7.7		7.7		—		—		—
Total self-insured health plan trust		10.9		8.5		2.4		—		—
Total	\$	269.3	\$	230.2	\$	39.1	\$	—	\$	—
<b>Evergy</b>										
Assets										
Nuclear decommissioning trust <sup>(a)(c)</sup>	\$	237.1	\$	0.1	\$	199.4	\$	—	\$	37.6
Rabbi trust <sup>(c)</sup>		34.3		0.2		34.1		—		—
Total	\$	271.4	\$	0.3	\$	233.5	\$	—	\$	37.6

(a) Fair value is based on quoted market prices of the investments held by the trust and/or valuation models.

(b) Fair value is based on quoted market prices of the investments held by the trust. Debt securities classified as Level 1 are comprised of U.S. Treasury securities. Debt securities classified as Level 2 are comprised of corporate bonds, U.S. Agency, state and local obligations, and other asset-backed securities.

(c) In the second quarter of 2018, Evergy and Westar Energy re-evaluated the classification, within the fair value hierarchy, of their various fund investments within both Westar Energy's nuclear decommissioning trust and rabbi trusts. As a result, Evergy and Westar Energy determined that certain fund investments within the nuclear decommissioning trust in the amount of \$199.4 million as of December 31, 2017, should have been classified as Level 1, instead of Level 2. This determination is based on the fact that the fair value of these funds is based on daily published prices at which Evergy and Westar Energy are able to redeem their investments without restriction on a daily basis. Evergy and Westar Energy also determined that certain fund investments within their rabbi trusts in the amount of \$34.1 million as of December 31, 2017, should have been measured using the net asset value (NAV) per share (or its equivalent) practical expedient, instead of as a Level 2 investment. This determination is based on the fact that these funds do not meet the definition of readily determinable fair value due to the absence of a published NAV. Evergy and Westar Energy have determined that these errors are immaterial to their current and previously filed financial reports and accordingly, have not revised prior periods but have reflected the changes in fair value hierarchy classification as of June 30, 2018.

(d) KCP&L amounts are not included in consolidated Evergy as of December 31, 2017.

Certain Evergy and Westar Energy investments included in the table above are measured at NAV as they do not have readily determinable fair values. In certain situations, these investments may have redemption restrictions.

The following table provides additional information on these Evergy and Westar Energy investments.

	June 30, 2018		December 31, 2017		June 30, 2018	
	Fair Value	Unfunded Commitments	Fair Value	Unfunded Commitments	Redemption Frequency	Length of Settlement
<b>Westar Energy</b>	(millions)					
Nuclear decommissioning trust:						
Domestic equity funds	\$ 5.3	\$ 5.1	\$ 5.1	\$ 2.8	(a)	(a)
Alternative investments fund <sup>(b)</sup>	23.2	—	21.7	—	Quarterly	65 days
Real estate securities fund <sup>(b)</sup>	11.3	—	10.8	—	Quarterly	65 days
Total	\$ 39.8	\$ 5.1	\$ 37.6	\$ 2.8		
Rabbi trust:						
Core bond fund	\$ 25.2	\$ —	\$ —	\$ —	(c)	(c)
Combination debt/equity/other fund	6.3	—	—	—	(c)	(c)
Total	\$ 31.5	\$ —	\$ —	\$ —		
<b>Other Evergy</b>						
Rabbi trusts:						
Fixed income fund <sup>(d)</sup>	\$ 13.9	\$ —	\$ —	\$ —	(c)	(c)
Total Evergy investments at NAV	\$ 85.2	\$ 5.1	\$ 37.6	\$ 2.8		

<sup>(a)</sup> This investment is in five long-term private equity funds that do not permit early withdrawal. Investments in these funds cannot be distributed until the underlying investments have been liquidated, which may take years from the date of initial liquidation. Three funds have begun to make distributions. The initial investment in the fourth and fifth fund occurred in the second quarter of 2016 and first quarter of 2018, respectively. The fourth fund's term is 15 years, subject to the general partner's right to extend the term for up to three additional one-year periods. The fifth fund's term will be 15 years after the initial closing date, subject to additional extensions approved by the Advisory Committee to provide for an orderly liquidation of fund investments and dissolution of the fund.

<sup>(b)</sup> There is a holdback on final redemptions.

<sup>(c)</sup> This investment can be redeemed immediately and is not subject to any restrictions on redemptions.

<sup>(d)</sup> This investment is recorded at GMO. GMO amounts are not included in consolidated Evergy as of December 31, 2017.

The Evergy Companies hold equity and debt investments classified as securities in various trusts including for the purposes of funding the decommissioning of Wolf Creek and for the benefit of certain retired executive officers of Westar Energy. The Evergy Companies record net realized and unrealized gains and losses on the nuclear decommissioning trusts in regulatory liabilities on their consolidated balance sheets and record net realized and unrealized gains and losses on Westar Energy's rabbi trust in the consolidated statements of income.

The following table summarizes the net unrealized gains (losses) for the Evergy Companies' nuclear decommissioning trusts and rabbi trusts.

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
<b>Westar Energy</b>	(millions)			
Nuclear decommissioning trust - equity securities	\$ (12.8)	\$ 5.5	\$ (12.9)	\$ 14.5
Rabbi trust	(0.1)	1.1	(0.5)	2.5
<b>Total</b>	<b>\$ (12.9)</b>	<b>\$ 6.6</b>	<b>\$ (13.4)</b>	<b>\$ 17.0</b>
<b>KCP&amp;L<sup>(a)</sup></b>				
Nuclear decommissioning trust - equity securities	\$ 4.1	\$ 3.7	\$ 0.5	\$ 10.9
Nuclear decommissioning trust - debt securities	(0.7)	0.5	(2.3)	0.7
<b>Total</b>	<b>\$ 3.4</b>	<b>\$ 4.2</b>	<b>\$ (1.8)</b>	<b>\$ 11.6</b>
<b>Evergy</b>				
Nuclear decommissioning trust - equity securities	\$ (13.9)	\$ 5.5	\$ (14.0)	\$ 14.5
Nuclear decommissioning trust - debt securities	(0.3)	—	(0.3)	—
Rabbi trusts	(0.2)	1.1	(0.6)	2.5
<b>Total</b>	<b>\$ (14.4)</b>	<b>\$ 6.6</b>	<b>\$ (14.9)</b>	<b>\$ 17.0</b>

<sup>(a)</sup> KCP&L amounts are only included in consolidated Evergy from the date of the merger, June 4, 2018 through June 30, 2018.

## 12. COMMITMENTS AND CONTINGENCIES

### Contractual Commitments

For information regarding long-term contractual commitments, including fuel and purchased power commitments, see Note 14 of the Westar Energy 2017 Form 10-K and Note 15 of the Great Plains Energy and KCP&L combined 2017 Form 10-K.

### Environmental Matters

Set forth below are descriptions of contingencies related to environmental matters that may impact the Evergy Companies or their financial results. Management's assessment of these contingencies, which are based on federal and state statutes and regulations, and regulatory agency and judicial interpretations and actions, has evolved over time. There are a variety of final and proposed laws and regulations that could have a material adverse effect on the Evergy Companies operations and consolidated financial results. Due in part to the complex nature of environmental laws and regulations, the Evergy Companies are unable to assess the impact of potential changes that may develop with respect to the environmental contingencies described below.

#### *Cross-State Air Pollution Update Rule*

In September 2016, the Environmental Protection Agency (EPA) finalized the Cross-State Air Pollution Update Rule. The final rule addresses interstate transport of nitrogen oxides emissions in 22 states including Kansas, Missouri and Oklahoma during the ozone season and the impact from the formation of ozone on downwind states with respect to the 2008 ozone National Ambient Air Quality Standards (NAAQS). Starting with the 2017 ozone season, the final rule revised the existing ozone season allowance budgets for Missouri and Oklahoma and established an ozone season budget for Kansas. Various states and others are challenging the rule in the U.S. Court of Appeals for the D.C. Circuit but the rule remains in effect. It is not expected that this rule will have a material impact on the Evergy Companies' operations and consolidated financial results.

### ***National Ambient Air Quality Standards***

Under the Clean Air Act Amendments of 1990 (Clean Air Act), the EPA sets NAAQS for certain emissions known as the “criteria pollutants” considered harmful to public health and the environment, including two classes of particulate matter (PM), ozone, nitrogen dioxide (NO<sub>2</sub>) (a precursor to ozone), carbon monoxide and sulfur dioxide (SO<sub>2</sub>), which result from fossil fuel combustion. Areas meeting the NAAQS are designated attainment areas while those that do not meet the NAAQS are considered nonattainment areas. Each state must develop a plan to bring nonattainment areas into compliance with the NAAQS. NAAQS must be reviewed by the EPA at five-year intervals.

In October 2015, the EPA strengthened the ozone NAAQS by lowering the standards from 75 ppb to 70 ppb. In September 2016, the Kansas Department of Health & Environment (KDHE) recommended to the EPA that they designate eight counties in the state of Kansas as in attainment with the standard, and each remaining county in Kansas as attainment/unclassifiable. Also, in September 2016, the Missouri Department of Natural Resources (MDNR) recommended to the EPA that they designate all Missouri counties in KCP&L's and GMO's service territories as attainment/unclassifiable. In November 2017, the EPA designated all counties in the State of Kansas as well as the Missouri counties in KCP&L's and GMO's service territories as attainment/unclassifiable. It is not expected that this will have a material impact on the Evergy Companies' consolidated financial results.

In December 2012, the EPA strengthened an existing NAAQS for one class of PM. In December 2014, the EPA designated the entire state of Kansas and those portions of Missouri served by KCP&L and GMO as attainment/unclassifiable with the standard. It is not expected that this will have a material impact on the Evergy Companies' operations or consolidated financial results.

The Evergy Companies continue to communicate with their regulatory agencies regarding these standards and evaluate what impact the revised NAAQS could have on their operations and consolidated financial results. If areas surrounding the Evergy Companies' facilities are designated in the future as nonattainment and/or it is required to install additional equipment to control emissions at facilities of the Evergy Companies, it could have a material impact on the operations and consolidated financial results of the Evergy Companies.

### ***Greenhouse Gases***

Burning coal and other fossil fuels releases carbon dioxide (CO<sub>2</sub>) and other gases referred to as greenhouse gases (GHG). Various regulations under the federal Clean Air Act limit CO<sub>2</sub> and other GHG emissions, and other measures are being imposed or offered by individual states, municipalities and regional agreements with the goal of reducing GHG emissions.

In October 2015, the EPA published a rule establishing new source performance standards (NSPS) for GHGs that limit CO<sub>2</sub> emissions for new, modified and reconstructed coal and natural gas fueled electric generating units to various levels per MWh depending on various characteristics of the units. Legal challenges to the GHG NSPS have been filed in the D.C. Circuit by various states and industry members. Also in October 2015, the EPA published a rule establishing guidelines for states to regulate CO<sub>2</sub> emissions from existing power plants. The standards for existing plants are known as the Clean Power Plan (CPP). Under the CPP, interim emissions performance rates must be achieved beginning in 2022 and final emissions performance rates must be achieved by 2030. Legal challenges to the CPP were filed by groups of states and industry members, including Westar Energy, in the D.C. Circuit. The CPP was stayed by the Supreme Court in February 2016 and, accordingly, is not currently being implemented by the states.

In April 2017, the EPA published in the Federal Register a notice of withdrawal of the proposed CPP federal plan, proposed model trading rules and proposed Clean Energy Incentive Program design details. Also in April 2017, the EPA published a notice in the Federal Register that it was initiating administrative reviews of the CPP and the GHG NSPS.

In October 2017, the EPA issued a proposed rule to repeal the CPP. The proposed rule indicates the CPP exceeds EPA's authority and the EPA has not determined whether they will issue a replacement rule. The EPA solicited comments on the legal interpretations contained in this rulemaking.

In December 2017, the EPA issued an advance notice of proposed rulemaking. This proposed rulemaking was issued by the EPA because it is considering the possibility of changing certain aspects of the CPP and the EPA solicited feedback on specific areas that could be changed.

In July 2018, the EPA submitted to the White House a proposed rule titled "State Guidelines for Greenhouse Gas Emissions from Existing Electric Utility Generating Units." This is the replacement rule for the CPP. The proposed rule is currently with the Office of Management and Budget for interagency review.

Due to the future uncertainty of the CPP, the Evergy Companies cannot determine the impact on their operations or consolidated financial results, but the cost to comply with the CPP, should it be upheld and implemented in its current or a substantially similar form, could be material.

### **Water**

The Evergy Companies' discharge some of the water used in generation and other operations. This water may contain substances deemed to be pollutants. Revised rules governing such discharges from coal-fired power plants were issued in November 2015. The final rule establishes effluent limitations guidelines (ELG) and standards for wastewater discharges, including limits on the amount of toxic metals and other pollutants that can be discharged. Implementation timelines for these requirements vary from 2018 to 2023. In April 2017, the EPA announced it is reconsidering the ELG rule and court challenges have been placed in abeyance pending the EPA's review. In September 2017, the EPA finalized a rule to postpone the compliance dates for the new, more stringent, effluent limitations and pretreatment standards for bottom ash transport water and flue gas desulfurization wastewater. These compliance dates have been postponed for two years while the EPA completes its administrative reconsideration of the ELG rule. The Evergy Companies are evaluating the final rule and related developments and cannot predict the resulting impact on their operations or consolidated financial results, but believe costs to comply could be material if the rule is implemented in its current or substantially similar form.

In October 2014, the EPA's final standards for cooling intake structures at power plants to protect aquatic life took effect. The standards, based on Section 316(b) of the federal Clean Water Act (CWA), require subject facilities to choose among seven best available technology options to reduce fish impingement. In addition, some facilities must conduct studies to assist permitting authorities in determining whether and what site-specific controls, if any, would be required to reduce entrainment of aquatic organisms. The Evergy Companies' current analysis indicates this rule will not have a significant impact on their coal plants that employ cooling towers or cooling lakes that can be classified as closed cycle cooling and do not expect the impact from this rule to be material. The Evergy Companies' generating plants without closed cycle cooling are under evaluation for compliance with these standards and may require additional controls that could have a material impact on the Evergy Companies' operations and consolidated financial results.

KCP&L holds a permit from MDNR covering water discharge from its Hawthorn Station. The permit authorizes KCP&L to, among other things, withdraw water from the Missouri River for cooling purposes and return the heated water to the Missouri River. KCP&L has applied for a renewal of this permit and the EPA has submitted an interim objection letter regarding the allowable amount of heat that can be contained in the returned water. Until this matter is resolved, KCP&L continues to operate under its current permit. Evergy and KCP&L cannot predict the outcome of this matter; however, while less significant outcomes are possible, this matter may require a reduction in generation, installation of cooling towers or other technology to cool the water, or both, any of which could have a material impact on Evergy's and KCP&L's operations and consolidated financial results.

In June 2015, the EPA along with the U.S. Army Corps of Engineers issued a final rule, effective August 2015, defining the Waters of the United States (WOTUS) for purposes of the CWA. This rulemaking has the potential to impact all programs under the CWA. Expansion of regulated waterways is possible under the rule depending on regulating authority interpretation, which could impact several permitting programs. Various states and others have filed lawsuits challenging the WOTUS rule. In February 2018, the EPA and the U.S. Corps of Engineers finalized a rule adding an applicability date to the 2015 rule, which makes the implementation date of the rule February 2020. In July 2017, the EPA and the U.S. Army Corps of Engineers published in the Federal Register a proposed rule that would, if implemented, reinstate the definition of WOTUS that existed prior to the June 2015 expansion of the

definition. Final action on the proposed rule is expected in 2018. The Evergy Companies are currently evaluating the WOTUS rule and related developments but do not believe the rule, if upheld and implemented in its current or substantially similar form, will have a material impact on the Evergy Companies' operations or consolidated financial results.

### ***Regulation of Coal Combustion Residuals***

In the course of operating their coal generation plants, the Evergy Companies produce CCRs, including fly ash, gypsum and bottom ash. Some of this ash production is recycled, principally by selling to the aggregate industry. The EPA published a rule to regulate CCRs in April 2015, which the Evergy Companies believe will require additional CCR handling, processing and storage equipment and closure of certain ash disposal units. Impacts to operations will be dependent on the development of groundwater monitoring of CCR units being completed in 2017 and 2018. The Water Infrastructure Improvements for the Nation Act allows states to achieve delegated authority for CCR rules from the EPA. This has the potential to impact compliance options. Electric generation industry participants requested and the EPA has granted a request to reconsider portions of the final CCR regulation. In March 2018, the EPA proposed the Phase I CCR Remand Rule in order to modify portions of the 2015 rulemaking. This rule was signed by the EPA and published in the Federal Register in July 2018 and introduces additional flexibility in CCR compliance. The Evergy Companies have recorded AROs for their current estimates for the closure of ash disposal ponds but the revision of these AROs may be required in the future due to changes in existing CCR regulations, changes in interpretation of existing CCR regulations or changes in the timing or cost to close ash disposal ponds. If revisions to these AROs are necessary, the impact on the Evergy Companies' operations or consolidated financial results could be material.

### ***Storage of Spent Nuclear Fuel***

Under the Nuclear Waste Policy Act of 1982, the Department of Energy (DOE) is responsible for the permanent disposal of spent nuclear fuel. In 2010, the DOE filed a motion with the Nuclear Regulatory Commission (NRC) to withdraw its then pending application to construct a national repository for the disposal of spent nuclear fuel and high-level radioactive waste at Yucca Mountain, Nevada. An NRC board denied the DOE's motion to withdraw its application and the DOE appealed that decision to the full NRC. In 2011, the NRC issued an evenly split decision on the appeal and also ordered the licensing board to close out its work on the DOE's application by the end of 2011 due to a lack of funding. These agency actions prompted the states of Washington and South Carolina, and a county in South Carolina, to file a lawsuit in a federal Court of Appeals asking the court to compel the NRC to resume its license review and to issue a decision on the license application. In August 2013, the court ordered the NRC to resume its review of the DOE's application. The NRC has not yet issued its decision.

Wolf Creek has elected to build a dry cask storage facility to expand its existing on-site spent nuclear fuel storage, which is expected to provide additional capacity prior to 2025. Wolf Creek has finalized a settlement agreement through 2019 with the DOE for reimbursement of costs to construct this facility that would not have otherwise been incurred had the DOE begun accepting spent nuclear fuel. The Evergy Companies expect the majority of the remaining cost to construct the dry cask storage facility that would not have otherwise been incurred will be reimbursed by the DOE. The Evergy Companies cannot predict when, or if, an off-site storage site or alternative disposal site will be available to receive Wolf Creek's spent nuclear fuel and will continue to monitor this activity.

## **13. GUARANTEES**

In the ordinary course of business, Evergy and certain of its subsidiaries enter into various agreements providing financial or performance assurance to third parties on behalf of certain subsidiaries. Such agreements include, for example, guarantees and letters of credit. These agreements are entered into primarily to support or enhance the creditworthiness otherwise attributed to a subsidiary on a stand-alone basis, thereby facilitating the extension of sufficient credit to accomplish the subsidiary's intended business purposes. The majority of these agreements guarantee the company's own future performance, so a liability for the fair value of the obligation is not recorded. In connection with the merger transaction, Evergy assumed the guarantees previously provided to GMO by Great Plains Energy.

At June 30, 2018, Evergy has provided \$112.3 million of credit support for GMO as follows:

- Evergy direct guarantees to GMO counterparties totaling \$18.0 million, which expire in 2018, and
- Evergy's guarantee of GMO long-term debt totaling \$94.3 million, which includes debt with maturity dates ranging from 2019 to 2023.

Evergy has also guaranteed GMO's commercial paper program. At June 30, 2018, GMO had \$208.7 million of commercial paper outstanding.

#### **14. RELATED PARTY TRANSACTIONS AND RELATIONSHIPS**

In the normal course of business, Westar Energy, KCP&L and GMO engage in related party transactions with one another. A summary of these transactions and the amounts associated with them is provided below. All related party transaction amounts between Westar Energy and either KCP&L or GMO only reflect activity between June 4, 2018, the date of the merger, and June 30, 2018.

##### **Jointly-Owned Plants and Shared Services**

KCP&L employees manage GMO's business and operate its facilities at cost, including GMO's 18% ownership interest in KCP&L's Iatan Nos. 1 and 2. The operating expenses and capital costs billed from KCP&L to GMO were \$49.8 million and \$96.2 million, respectively, for the three months ended and year to date June 30, 2018. These costs totaled \$47.9 million and \$95.8 million, respectively, for the three months ended and year to date June 30, 2017.

Westar Energy employees manage Jeffrey Energy Center and operate its facilities at cost, including GMO's 8% ownership interest in Jeffrey Energy Center. The operating expenses and capital costs billed from Westar Energy to GMO for Jeffrey Energy Center and other various business activities were \$3.7 million for the three months ended and year to date June 30, 2018.

KCP&L employees manage La Cygne Station and operate its facilities at cost, including Westar Energy's 50% ownership interest in La Cygne Station. KCP&L and Westar Energy employees also provide one another with shared service support, including costs related to human resources, information technology, accounting and legal services. The operating expenses and capital costs billed from KCP&L to Westar Energy were \$15.3 million for the three months ended and year to date June 30, 2018. The operating and capital costs billed from Westar Energy to KCP&L were \$6.0 million for the three months ended and year to date June 30, 2018.

##### **Money Pool**

KCP&L and GMO are also authorized to participate in the Evergy money pool, an internal financing arrangement in which funds may be lent on a short-term basis to KCP&L and GMO from Evergy and between KCP&L and GMO. At June 30, 2018 and December 31, 2017, KCP&L had no outstanding receivables or payables under the money pool.

The following table summarizes Westar Energy's and KCP&L's related party net receivables and payables.

	June 30 2018	December 31 2017
(millions)		
<b>Westar Energy</b>		
Net receivable from GMO	\$ 0.2	\$ —
Net payable to KCP&L	(32.8)	—
Net payable to Evergy	(2.0)	—
<b>KCP&amp;L</b>		
Net receivable from GMO	\$ 56.4	\$ 65.8
Net receivable from Westar Energy	32.8	—
Net receivable from Evergy	19.1	—
Net receivable from Great Plains Energy	—	18.9

### Tax Allocation Agreement

Evergy files a consolidated federal income tax return as well as unitary and combined income tax returns in several states jurisdictions with Kansas and Missouri being the most significant. Income taxes for consolidated or combined subsidiaries are allocated to the subsidiaries based on separate company computations of income or loss. As of June 30, 2018, Westar Energy and KCP&L had income taxes payable to Evergy of \$13.4 million and \$29.5 million, respectively.

### 15. SHAREHOLDERS' EQUITY

Evergy's authorized capital stock consists of 600 million shares of common stock, without par value, and 12 million shares of Preference Stock, without par value.

In June 2018, Evergy registered shares of its common stock with the SEC for the Great Plains Energy 401(k) Savings Plan and Westar Energy, Inc. Employees' 401(k) Savings Plan that Evergy assumed in connection with the merger transaction. Shares issued under the plans may be either newly issued shares or shares purchased on the open market.

In July 2018, the Evergy Board authorized the repurchase of up to 60 million shares of Evergy's common stock. Although this repurchase authorization has no expiration date, Evergy expects to repurchase the 60 million shares by mid-2020. Evergy plans to utilize various methods to effectuate the share repurchase program, including but not limited to, a series of transactions that may include accelerated share repurchases, open market transactions or other means, subject to market conditions and applicable legal requirements. The repurchase program may be suspended, discontinued or resumed at any time.

### Dividend Restrictions

Evergy depends on its subsidiaries to pay dividends on its common stock. The Evergy Companies have certain restrictions stemming from statutory requirements, corporate organizational documents, covenants and other conditions that could affect dividend levels or the ability to pay dividends.

The KCC order authorizing the merger transaction requires Evergy to maintain consolidated common equity of at least 35% of total capitalization. Further, Evergy's revolving credit facility requires it to maintain a consolidated indebtedness to consolidated capitalization ratio of not more than 0.65 to 1.00 at all times.

Under the Federal Power Act, Westar Energy, KCP&L and GMO generally can pay dividends only out of retained earnings. Certain conditions in the MPSC and KCC orders authorizing the merger transaction also require Westar Energy and KCP&L to maintain consolidated common equity of at least 40% of total capitalization. Other conditions in the MPSC and KCC merger orders require Westar Energy, KCP&L and GMO to maintain credit ratings of at least investment grade. If Westar Energy's, KCP&L's or GMO's credit ratings are downgraded below the investment grade level as a result of their affiliation with Evergy or any of Evergy's affiliates, the impacted



utility shall not pay a common dividend without KCC or MPSC approval or until the impacted utility's investment grade credit rating has been restored.

The revolving credit agreements of Westar Energy, KCP&L and GMO and the note purchase agreement for GMO's Series A, B and C Senior Notes contain covenants requiring the respective company to maintain a consolidated indebtedness to consolidated total capitalization ratio of not more than 0.65 to 1.00 at all times.

As of June 30, 2018, all of Evergy's and Westar Energy's retained earnings and net income were free of restrictions and KCP&L had a retained earnings restriction of \$297.2 million. Evergy's subsidiaries had restricted net assets of approximately \$5.8 billion as of June 30, 2018. These restrictions are not expected to affect the Evergy Companies' ability to pay dividends at the current level for the foreseeable future.

## 16. VARIABLE INTEREST ENTITIES

In determining the primary beneficiary of a VIE, the Evergy Companies assess the entity's purpose and design, including the nature of the entity's activities and the risks that the entity was designed to create and pass through to its variable interest holders. A reporting enterprise is deemed to be the primary beneficiary of a VIE if it has (a) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses or right to receive benefits from the VIE that could potentially be significant to the VIE. The primary beneficiary of a VIE is required to consolidate the VIE. The trust holding KGE's 50% interest in La Cygne Unit 2 is a VIE and KGE remains the primary beneficiary of the trust.

All involvement with entities by the Evergy Companies is assessed to determine whether such entities are VIEs and, if so, whether or not the Evergy Companies are the primary beneficiaries of the entities. The Evergy Companies also continuously assess whether they are the primary beneficiary of the VIE with which they are involved. Prospective changes in facts and circumstances may cause identification of the primary beneficiary to be reconsidered.

### 50% Interest in La Cygne Unit 2

Under an agreement that expires in September 2029, KGE entered into a sale-leaseback transaction with a trust under which the trust purchased KGE's 50% interest in La Cygne Unit 2 and subsequently leased it back to KGE. The trust was financed with an equity contribution from an owner participant and debt issued by the trust. The trust was created specifically to purchase the 50% interest in La Cygne Unit 2 and lease it back to KGE, and does not hold any other assets. KGE meets the requirements to be considered the primary beneficiary of the trust. In determining the primary beneficiary of the trust, KGE concluded that the activities of the trust that most significantly impact its economic performance and that KGE has the power to direct include (1) the operation and maintenance of the 50% interest in La Cygne Unit 2 and (2) KGE's ability to exercise a purchase option at the end of the agreement at the lesser of fair value or a fixed amount. KGE has the potential to receive benefits from the trust that could potentially be significant if the fair value of the 50% interest in La Cygne Unit 2 at the end of the agreement is greater than the fixed amount.

The following table summarizes the assets and liabilities related to the VIE described above that are recorded on Evergy's and Westar Energy's consolidated balance sheets.

	June 30 2018	December 31 2017
<b>Assets:</b>		(millions)
Property, plant and equipment of variable interest entities, net	\$ 172.7	\$ 176.3
<b>Liabilities:</b>		
Current maturities of long-term debt of variable interest entities	\$ 30.3	\$ 28.5
Accrued interest <sup>(a)</sup>	0.5	0.7
Long-term debt of variable interest entities, net	51.1	81.4

<sup>(a)</sup> Included in accrued interest on Evergy's and Westar Energy's consolidated balance sheets.

All of the liabilities noted in the table above relate to the purchase of the property, plant and equipment of the VIE. The assets of the VIE can be used only to settle obligations of the VIE and the VIE's debt holders have no recourse to the general credit of Evergy and Westar Energy. Evergy and Westar Energy have not provided financial or other support to the VIE and are not required to provide such support. Evergy and Westar Energy did not record any gain or loss upon the initial consolidation of the VIE.

## 17. TAXES

Components of income tax expense are detailed in the following tables.

### Evergy

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
Current income taxes	(millions)			
Federal	\$ 8.6	\$ 0.5	\$ 8.8	\$ 2.2
State	0.4	0.2	0.4	0.4
Total	9.0	0.7	9.2	2.6
Deferred income taxes				
Federal	9.5	27.9	15.4	42.9
State	(62.7)	7.9	(59.0)	12.7
Total	(53.2)	35.8	(43.6)	55.6
Investment tax credit amortization	(0.8)	(0.6)	(1.4)	(1.4)
Income tax expense (benefit)	\$ (45.0)	\$ 35.9	\$ (35.8)	\$ 56.8

### Westar Energy

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
Current income taxes	(millions)			
Federal	\$ 10.7	\$ 0.5	\$ 10.9	\$ 2.2
State	2.5	0.2	2.5	0.4
Total	13.2	0.7	13.4	2.6
Deferred income taxes				
Federal	(2.8)	27.9	3.1	42.9
State	(63.3)	7.9	(59.6)	12.7
Total	(66.1)	35.8	(56.5)	55.6
Investment tax credit amortization	(0.7)	(0.6)	(1.3)	(1.4)
Income tax expense (benefit)	\$ (53.6)	\$ 35.9	\$ (44.4)	\$ 56.8

**KCP&L**

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
Current income taxes	(millions)			
Federal	\$ 24.1	\$ 14.5	\$ 22.8	\$ 14.4
State	5.3	2.6	4.8	2.6
Total	29.4	17.1	27.6	17.0
Deferred income taxes				
Federal	(25.1)	9.1	(21.5)	16.9
State	44.7	2.0	46.7	3.4
Total	19.6	11.1	25.2	20.3
Investment tax credit amortization	(0.2)	(0.2)	(0.5)	(0.5)
Income tax expense	\$ 48.8	\$ 28.0	\$ 52.3	\$ 36.8

**Effective Income Tax Rates**

Effective income tax rates reflected in the financial statements and the reasons for their differences from the statutory federal rates are detailed in the following tables.

**Evergy**

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
Federal statutory income tax rate	21.0 %	35.0 %	21.0 %	35.0 %
Effect of:				
COLI policies	(1.9)	(4.3)	(2.5)	(4.3)
State income taxes	6.2	4.7	5.1	4.3
Flow through depreciation for plant-related differences	(5.5)	2.9	(2.0)	3.3
Federal tax credits	(5.5)	(7.1)	(7.7)	(7.0)
Non-controlling interest	(0.3)	(1.1)	(0.4)	(1.1)
AFUDC equity	0.1	—	(0.1)	(0.1)
Amortization of federal investment tax credits	(0.6)	(0.5)	(0.6)	(0.5)
State tax rate change	(89.1)	—	(40.3)	—
Valuation allowance	1.1	—	1.6	—
Stock compensation	(2.9)	—	(1.9)	(2.1)
Other	1.8	2.5	0.6	1.4
Effective income tax rate	(75.6)%	32.1 %	(27.2)%	28.9 %

The decrease in Evergy's state tax rate change for the three months ended and year to date, June 30, 2018, compared to the same periods in 2017, is primarily due to the revaluation of Westar Energy's state deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger.

**Westar Energy**

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
Federal statutory income tax rate	21.0 %	35.0 %	21.0 %	35.0 %
Effect of:				
COLI policies	(6.9)	(4.3)	(4.0)	(4.3)
State income taxes	18.8	4.7	7.8	4.3
Flow through depreciation for plant-related differences	(11.2)	2.9	(2.1)	3.3
Federal tax credits	(18.1)	(7.1)	(11.6)	(7.0)
Non-controlling interest	(1.1)	(1.1)	(0.7)	(1.1)
AFUDC equity	—	—	(0.1)	(0.1)
Amortization of federal investment tax credits	(1.3)	(0.5)	(0.8)	(0.5)
State tax rate change	(219.6)	—	(54.8)	—
Valuation allowance	0.6	—	1.7	—
Stock compensation	(7.2)	—	(2.6)	(2.1)
Other	1.2	2.5	(0.1)	1.4
Effective income tax rate	(223.8)%	32.1 %	(46.3)%	28.9 %

The decrease in Westar Energy's state tax rate change for the three months ended and year to date, June 30, 2018, compared to the same periods in 2017, is primarily due to the revaluation of Westar Energy's state deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger.

**KCP&L**

	Three Months Ended June 30		Year to Date June 30	
	2018	2017	2018	2017
Federal statutory income tax rate	21.0 %	35.0 %	21.0 %	35.0 %
Effect of:				
COLI policies	(0.2)	(0.3)	(0.2)	(0.3)
State income taxes	5.4	3.8	5.3	3.9
Flow through depreciation for plant-related differences	(4.2)	0.6	(4.9)	0.5
Federal tax credits	(1.8)	(1.8)	(1.8)	(1.8)
AFUDC equity	(0.1)	(0.7)	(0.2)	(0.7)
Amortization of federal investment tax credits	(0.4)	(0.4)	(0.4)	(0.4)
State tax rate change	48.5	—	36.6	—
Stock compensation	—	(0.1)	—	0.3
Other	(1.8)	—	(1.6)	0.1
Effective income tax rate	66.4 %	36.1 %	53.8 %	36.6 %

The increase in KCP&L's state tax rate change for the three months ended and year to date, June 30, 2018, compared to the same periods in 2017, is primarily due to the revaluation of KCP&L's state deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger, partially offset by a revaluation of KCP&L's state deferred income tax assets and liabilities as a result of the enactment of Missouri state income tax reform in June 2018.

**Federal Tax Reform**

In December 2017, the U.S. Congress passed and President Donald Trump signed Public Law No. 115-97, commonly referred to as the Tax Cuts and Jobs Act. The Tax Cuts and Jobs Act represents the first major reform in U.S. income tax law since 1986. Most notably, the Tax Cuts and Jobs Act reduces the current top corporate income tax rate from 35% to 21% beginning in 2018, repeals the corporate Alternative Minimum Tax (AMT), makes

existing AMT tax credit carryforwards refundable, and changes the deductibility and taxability of certain items, among other things. Westar Energy, KCP&L and GMO currently recover the cost of income taxes in rates from their customers based on the 35% federal corporate income tax rate.

In January 2018, KCC issued an order requiring certain regulated public utilities, including Westar Energy and KCP&L, to begin recording a regulatory liability for the difference between the new corporate tax rate and amounts currently collected in rates. In May 2018 and June 2018, Westar Energy and KCP&L entered into settlement agreements with KCC staff and other intervenors in which they further agreed to begin deferring any impacts of the Tax Cuts and Jobs Act on their excess accumulated deferred income taxes to a regulatory liability. KCC approved these settlement agreements in June 2018. As outlined in the settlement agreements, the final treatment of these regulatory liabilities will be determined by KCC as part of Westar Energy's and KCP&L's current Kansas rate cases.

As a result of the KCC order and settlement agreements discussed above and the probability that KCP&L and GMO will be required to make similar refunds to their Missouri customers, Evergy, Westar Energy and KCP&L have recorded regulatory liabilities for anticipated refunds to customers as of June 30, 2018 of \$93.5 million, \$38.2 million and \$39.8 million, respectively. The actual regulatory treatment of tax reform and these regulatory liabilities will not be known until orders specifying the treatment are received from KCC and the MPSC and any amounts ultimately refunded to customers could differ from the amounts recorded.

### **Missouri Tax Reform**

On June 1, 2018, the Missouri governor signed Senate Bill (S.B.) 884 into law. Most notably, S.B. 884 reduces the corporate income tax rate from 6.25% to 4.0% beginning in 2020, provides for the mandatory use of the single sales factor formula and eliminates intercompany transactions between corporations that file a consolidated Missouri income tax return.

As a result of the change in the Missouri corporate income tax rate, KCP&L revalued and restated its deferred income tax assets and liabilities as of June 1, 2018. KCP&L decreased its net deferred income tax liabilities by \$46.6 million, primarily consisting of a \$28.8 million adjustment for the revaluation and restatement of deferred income tax assets and liabilities included in Missouri jurisdictional rate base and a \$9.9 million tax gross-up adjustment for ratemaking purposes. The decrease to KCP&L's net deferred income tax liabilities included in Missouri jurisdictional rate base were offset by a corresponding increase in regulatory liabilities. The net regulatory liabilities will be amortized to customers over a period to be determined in a future rate case.

KCP&L recognized \$15.5 million of income tax benefit primarily related to the difference between KCP&L's revaluation of its deferred income tax assets and liabilities for financial reporting purposes and the amount of the revaluation pertaining to KCP&L's Missouri jurisdictional rate base.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following combined Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) should be read in conjunction with the consolidated financial statements and accompanying notes in this combined Quarterly Report on Form 10-Q, the Westar Energy First Quarter 2018 Quarterly Report on Form 10-Q, the Great Plains Energy and KCP&L combined First Quarter 2018 Quarterly Report on Form 10-Q, the Westar Energy 2017 Form 10-K and the Great Plains Energy and KCP&L combined 2017 Form 10-K. None of the registrants make any representation as to information related solely to Evergy, Westar Energy or KCP&L other than itself.

## EVERGY, INC.

### **EXECUTIVE SUMMARY**

Evergy, Inc. is a public utility holding company incorporated in 2017 and headquartered in Kansas City, Missouri. Evergy operates primarily through the following wholly-owned direct subsidiaries:

- Westar Energy is an integrated, regulated electric utility that provides electricity to customers in the state of Kansas. Westar Energy has one active wholly-owned subsidiary with significant operations, KGE.
- KCP&L is an integrated, regulated electric utility that provides electricity to customers in the states of Missouri and Kansas. KCP&L has one active wholly-owned subsidiary, KCP&L Receivables Company.
- GMO is an integrated, regulated electric utility that provides electricity to customers in the state of Missouri. GMO also provides regulated steam service to certain customers in the St. Joseph, Missouri area. GMO has one active wholly-owned subsidiary, GMO Receivables Company.
- GPETHC owns 13.5% of Transource Energy, LLC Transource with the remaining 86.5% owned by AEP Transmission Holding Company, LLC, a subsidiary of AEP. Transource is focused on the development of competitive electric transmission projects. GPETHC accounts for its investment in Transource under the equity method.

Westar Energy also owns a 50% interest in Prairie Wind, which is a joint venture between Westar Energy and Electric Transmission America, LLC, which itself is a joint venture between affiliates of AEP and Berkshire Hathaway Energy Company. Prairie Wind owns a 108-mile, 345 kV double-circuit transmission line that is now being used to provide transmission service in the SPP. Westar Energy accounts for its investment in Prairie Wind under the equity method.

Westar Energy and KGE conduct business in their respective service territories using the name Westar Energy. KCP&L and GMO conduct business in their respective service territories using the name KCP&L. Collectively, the Evergy Companies have approximately 13,100 MWs of owned generating capacity and engage in the generation, transmission, distribution and sale of electricity to approximately 1.6 million customers in the states of Kansas and Missouri. The Evergy Companies assess financial performance and allocate resources on a consolidated basis (i.e. operate in one segment).

#### **Great Plains Energy and Westar Energy Merger**

Evergy was incorporated in 2017 as Monarch Energy, a wholly-owned subsidiary of Great Plains Energy. Prior to the closing of the merger transactions, Monarch Energy changed its name to Evergy and did not conduct any business activities other than those required for its formation and matters contemplated by the Amended Merger Agreement. On June 4, 2018, in accordance with the Amended Merger Agreement, Great Plains Energy merged into Evergy, with Evergy surviving the merger and King Energy merged into Westar Energy, with Westar Energy surviving the merger. These merger transactions resulted in Evergy becoming the parent entity of Westar Energy and the direct subsidiaries of Great Plains Energy, including KCP&L and GMO. As a result of the closing of the merger transactions, each outstanding share of Great Plains Energy common stock was converted into 0.5981 shares of Evergy common stock, resulting in the issuance of 128.9 million shares. Additionally, each outstanding share of Westar Energy common stock was converted into 1 share of Evergy common stock.

Westar Energy was determined to be the accounting acquirer and thus, the predecessor of Evergy. Therefore, Evergy's accompanying consolidated financial statements reflect the results of operations of Westar Energy for the three months ended and year to date June 30, 2017 and the financial position of Westar Energy as of December 31, 2017. Evergy had separate operations for the period beginning with the quarter ended June 30, 2018, and references to amounts for periods after the closing of the merger relate to Evergy. The results of Great Plains Energy's direct subsidiaries have been included in Evergy's results of operations from the date of the closing of the merger and thereafter.

KCP&L has elected not to apply "push-down accounting" related to the merger, whereby the adjustments of assets and liabilities to fair value and the resulting goodwill would be recorded on the financial statements of the acquired subsidiary. These adjustments for KCP&L, as well as those related to the acquired assets and liabilities of Great Plains Energy and its other direct subsidiaries, are reflected at consolidated Evergy.

See Note 2 to the consolidated financial statements for more information regarding the merger.

### **Share Repurchase Program**

In July 2018, the Evergy Board authorized the repurchase of up to 60 million shares of Evergy's common stock. Although this repurchase authorization has no expiration date, Evergy expects to repurchase the 60 million shares by mid-2020. Evergy plans to utilize various methods to effectuate the share repurchase program, including but not limited to, a series of transactions that may include accelerated share repurchases, open market transactions or other means, subject to market conditions and applicable legal requirements. The repurchase program may be suspended, discontinued or resumed at any time.

### **Missouri Legislation**

On June 1, 2018, Missouri S.B. 564 was signed into law by the Governor of Missouri. Most notably, S.B. 564 includes a plant-in service accounting (PISA) provision that can be elected by Missouri electric utilities to defer to a regulatory asset and recover 85% of depreciation expense and associated return on investment for qualifying electric plant rate base additions. Qualifying electric plant includes all rate base additions with the exception of new coal, nuclear or natural gas generating units or rate base additions that increase revenues by allowing service to new customer premises. The deferred depreciation and return in the associated regulatory asset, except for any prudence disallowances, are required to be included in determining the utility's rate base during subsequent general rate proceedings subject to a 3% compound annual growth rate limitation on future electric rates compared with the utility's rates in effect prior to electing PISA. Utilities that elect the PISA provision can make qualifying deferrals of depreciation and return through December 2023, with a potential extension through December 2028 subject to MPSC approval. KCP&L and GMO are currently evaluating the provisions of S.B. 564.

### **Strategy**

Evergy expects to continue operating its vertically integrated utilities within their existing regulatory frameworks. Evergy's objectives are to deliver value to shareholders through attractive earnings and dividend growth; serve customers and communities with reliable service, clean energy and fewer and lower rate increases; and maintain a rewarding and challenging work environment for employees. Significant elements of Evergy's strategy to achieve these objectives include:

- the realization of a total of approximately \$600 million of potential net savings from 2018 through 2022 resulting from synergies that are expected to be created as a result of the Westar Energy and Great Plains Energy merger;
- the repurchase of approximately 60 million outstanding shares of Evergy common stock by mid-2020;
- anticipated rate base investment of approximately \$6 billion from 2018 through 2022; and
- the continued growth of Evergy's renewable energy portfolio as the Evergy Companies retire older and less efficient fossil fuel plants.

See "Cautionary Statements Regarding Certain Forward-Looking Information" and Part II, Item 1A, Risk Factors, for additional information.

**Earnings Overview**

The following table summarizes Evergy's net income and diluted EPS.

	Three Months Ended June 30			Year to Date June 30		
	2018	2017	Change	2018	2017	Change
	(millions, except per share amounts)					
Net income attributable to Evergy, Inc.	\$ 101.8	\$ 72.1	\$ 29.7	\$ 162.3	\$ 131.7	\$ 30.6
Earnings per common share, diluted	0.56	0.50	0.06	1.00	0.92	0.08

Net income and diluted EPS increased for the three months ended and year to date June 30, 2018, compared to the same periods in 2017, primarily due to the inclusion of KCP&L's and GMO's earnings beginning in June 2018, higher Westar Energy retail sales driven by favorable weather and lower income tax expense, partially offset by merger-related costs and reductions of revenue for customer bill credits incurred in June 2018 following the consummation of the merger.

In addition, a higher number of diluted weighted average common shares outstanding due to the issuance of common shares to Great Plains Energy shareholders as a result of the merger diluted earnings per share by \$0.15 and \$0.14 for the three months ended and year to date June 30, 2018, respectively.

For additional information regarding the change in net income, refer to the Evergy Results of Operations section within this MD&A.

**Regulatory Proceedings**

See Note 5 to the consolidated financial statements for information regarding regulatory proceedings.

**Impact of Recently Issued Accounting Standards**

See Note 1 to the consolidated financial statements for information regarding the impact of recently issued accounting standards.

**Wolf Creek Refueling Outage**

Wolf Creek's most recent refueling outage began in March 2018 and the unit returned to service in May 2018. Wolf Creek's next refueling outage is planned to begin in the third quarter of 2019.

**ENVIRONMENTAL MATTERS**

See Note 12 to the consolidated financial statements for information regarding environmental matters.

**RELATED PARTY TRANSACTIONS**

See Note 14 to the consolidated financial statements for information regarding related party transactions.

**CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts and related disclosures. Management considers an accounting estimate to be critical if it requires assumptions to be made that were uncertain at the time the estimate was made and changes in the estimate or different estimates that could have been used could have a material impact on Evergy's results of operations and financial position. The accounting policies and estimates that Evergy believes were the most critical in nature were reported in the Westar Energy 2017 Form 10-K and the Great Plains Energy and KCP&L combined 2017 Form 10-K. There have been no material changes with regard to these critical accounting policies and estimates.



## **EVERGY RESULTS OF OPERATIONS**

Evergy's results of operations and financial position are affected by a variety of factors including rate regulation, fuel costs, weather, customer behavior and demand, the economy and competitive forces.

Substantially all of Evergy's revenues are subject to state or federal regulation. This regulation has a significant impact on the price the Evergy Companies charge for electric service. Evergy's results of operations and financial position are affected by its ability to align overall spending, both operating and capital, within the frameworks established by its regulators.

Wholesale revenues are impacted by, among other factors, demand, cost and availability of fuel and purchased power, price volatility, available generation capacity, transmission availability and weather.

The Evergy Companies primarily use coal and nuclear fuel for the generation of electricity for their customers and also purchase power on the open market. The prices for these commodities can fluctuate significantly due to a variety of factors including supply, demand, weather and the broader economic environment. Westar Energy, KCP&L and GMO have fuel recovery mechanisms in their Kansas and Missouri jurisdictions, as applicable, that allow them to defer and subsequently recover or refund, through customer rates, substantially all of the variance in net energy costs from the amount set in base rates without a general rate case proceeding.

Weather significantly affects the amount of electricity that Evergy's customers use as electricity sales are seasonal. As summer peaking utilities, the third quarter typically accounts for the greatest electricity sales by the Evergy Companies. Hot summer temperatures and cold winter temperatures prompt more demand, especially among residential and commercial customers, and to a lesser extent, industrial customers. Mild weather reduces customer demand.

Energy efficiency investments by customers and the Evergy Companies also can affect the demand for electric service. Through the Missouri Energy Efficiency Investment Act (MEEIA), KCP&L and GMO offer energy efficiency and demand side management programs to their Missouri retail customers and recover program costs, throughput disincentive and as applicable, certain performance incentives in retail rates through a rider mechanism.

The following table summarizes Evergy's comparative results of operations.

	Three Months Ended June 30			Year to Date June 30		
	2018	2017	Change	2018	2017	Change
	(millions)					
Operating revenues	\$ 893.4	\$ 609.3	\$ 284.1	\$ 1,493.6	\$ 1,181.9	\$ 311.7
Fuel and purchased power	229.7	111.8	117.9	365.2	225.6	139.6
SPP network transmission costs	68.4	61.8	6.6	136.0	122.4	13.6
Other operating expenses	340.4	181.5	158.9	524.3	359.6	164.7
Depreciation and amortization	128.0	94.0	34.0	217.7	182.7	35.0
Income from operations	126.9	160.2	(33.3)	250.4	291.6	(41.2)
Other income (expense)	(10.5)	(6.1)	(4.4)	(19.4)	(13.8)	(5.6)
Interest expense	58.4	43.7	14.7	102.2	84.8	17.4
Income tax expense (benefit)	(45.0)	35.9	(80.9)	(35.8)	56.8	(92.6)
Equity in earnings of equity method investees, net of income taxes	1.4	1.5	(0.1)	2.7	3.3	(0.6)
Net income	104.4	76.0	28.4	167.3	139.5	27.8
Less: Net income attributable to noncontrolling interests	2.6	3.9	(1.3)	5.0	7.8	(2.8)
Net income attributable to Evergy, Inc.	\$ 101.8	\$ 72.1	\$ 29.7	\$ 162.3	\$ 131.7	\$ 30.6

### Evergy Utility Gross Margin and MWh Sales

Utility gross margin is a financial measure that is not calculated in accordance with GAAP. Utility gross margin, as used by the Evergy Companies, is defined as operating revenues less fuel and purchased power costs and amounts billed by the SPP for network transmission costs. Expenses for fuel and purchased power costs, offset by wholesale sales margin, are subject to recovery through cost adjustment mechanisms. As a result, changes in fuel and purchased power costs are offset in operating revenues with minimal impact on net income. In addition, SPP network transmission costs fluctuate primarily due to investments by SPP members for upgrades to the transmission grid within the SPP Regional Transmission Organization (RTO). As with fuel and purchased power costs, changes in SPP network transmission costs are mostly reflected in the prices charged to customers with minimal impact on net income.

Management believes that utility gross margin provides a meaningful basis for evaluating the Evergy Companies' operations across periods compared with operating revenues because utility gross margin excludes the revenue effect of fluctuations in these expenses. Utility gross margin is used internally to measure performance against budget and in reports for management and the Evergy Board. The Evergy Companies' definition of utility gross margin may differ from similar terms used by other companies.

The following tables summarize Evergy's utility gross margin and MWhs sold.

Three Months Ended June 30	Revenues and Costs			MWhs Sold		
	2018	2017	Change	2018	2017	Change
Retail revenues	(millions)			(thousands)		
Residential	\$ 342.0	\$ 181.6	\$ 160.4	3,326	1,393	1,933
Commercial	259.1	175.7	83.4	3,695	1,814	1,881
Industrial	108.6	104.1	4.5	1,852	1,422	430
Other retail revenues	6.4	7.3	(0.9)	29	25	4
Total electric retail	716.1	468.7	247.4	8,902	4,654	4,248
Wholesale revenues	89.7	68.8	20.9	3,004	1,993	1,011
Transmission revenues	75.1	71.5	3.6	N/A	N/A	N/A
Other revenues	12.5	0.3	12.2	N/A	N/A	N/A
Operating revenues	893.4	609.3	284.1	11,906	6,647	5,259
Fuel and purchased power	(229.7)	(111.8)	(117.9)			
SPP network transmission costs	(68.4)	(61.8)	(6.6)			
Utility gross margin <sup>(a)</sup>	\$ 595.3	\$ 435.7	\$ 159.6			

<sup>(a)</sup> Utility gross margin is a non-GAAP financial measure. See explanation of utility gross margin above.

Year to Date June 30	Revenues and Costs			MWhs Sold		
	2018	2017	Change	2018	2017	Change
Retail revenues	(millions)			(thousands)		
Residential	\$ 522.3	\$ 350.9	\$ 171.4	4,798	2,747	2,051
Commercial	414.5	325.3	89.2	5,392	3,432	1,960
Industrial	202.1	198.7	3.4	3,211	2,756	455
Other retail revenues	10.6	12.3	(1.7)	43	44	(1)
Total electric retail	1,149.5	887.2	262.3	13,444	8,979	4,465
Wholesale revenues	183.9	152.7	31.2	5,905	4,484	1,421
Transmission revenues	147.0	142.2	4.8	N/A	N/A	N/A
Other revenues	13.2	(0.2)	13.4	N/A	N/A	N/A
Operating revenues	1,493.6	1,181.9	311.7	19,349	13,463	5,886
Fuel and purchased power	(365.2)	(225.6)	(139.6)			
SPP network transmission costs	(136.0)	(122.4)	(13.6)			
Utility gross margin <sup>(a)</sup>	\$ 992.4	\$ 833.9	\$ 158.5			

<sup>(a)</sup> Utility gross margin is a non-GAAP financial measure. See explanation of utility gross margin above.

Evergy's utility gross margin increased \$159.6 million for the three months ended June 30, 2018, compared to the same period in 2017 driven by:

- a \$170.8 million increase due to the inclusion of KCP&L's and GMO's utility gross margin beginning in June 2018; and
- a \$34.6 million increase primarily due to higher Westar Energy retail sales driven by warmer spring weather. For the three months ended June 30, 2018, compared to the same period in 2017, cooling degree days increased 73%; partially offset by
- a \$26.7 million obligation recorded at Westar Energy for one-time and annual bill credits as a result of conditions in the KCC merger order. See Note 2 to the consolidated financial statements for additional information; and
- a \$19.1 million refund obligation recorded at Westar Energy for the change in the corporate income tax rate caused by the passage of the Tax Cuts and Jobs Act. See Note 17 to the consolidated financial statements for additional information.

Evergy's utility gross margin increased \$158.5 million year to date June 30, 2018, compared to the same period in 2017 driven by:

- a \$170.8 million increase due to the inclusion of KCP&L's and GMO's utility gross margin beginning in June 2018; and
- a \$52.6 million increase primarily due to higher Westar Energy retail sales driven by warmer spring weather and colder winter weather. For year to date June 30, 2018, compared to the same period in 2017, cooling degree days increased 69% and heating degree days increased 27%; partially offset by
- a \$38.2 million refund obligation recorded at Westar Energy for the change in the corporate income tax rate caused by the passage of the Tax Cuts and Jobs Act. See Note 17 to the consolidated financial statements for additional information; and
- a \$26.7 million obligation recorded at Westar Energy for one-time and annual bill credits as a result of conditions in the KCC merger order. See Note 2 to the consolidated financial statements for additional information.

**Other Operating Expenses (including operating and maintenance expense and taxes other than income tax)**

Evergy's other operating expenses increased \$158.9 million and \$164.7 million for the three months ended and year to date June 30, 2018, respectively, compared to the same periods in 2017 primarily driven by:

- a \$61.7 million increase in operating and maintenance expense due to the inclusion of KCP&L's and GMO's operating and maintenance expenses beginning in June 2018, excluding the deferral of merger transition costs discussed below;
- \$57.5 million of merger-related costs incurred in June 2018, consisting of:
  - \$24.7 million of unconditional charitable contributions and community support recorded by Evergy in accordance with conditions in the KCC and MPSC merger orders;
  - \$39.9 million of Westar Energy change in control payments, voluntary severance and the recording of unrecognized equity compensation costs and the incremental fair value associated with the vesting of outstanding Westar Energy equity compensation awards in accordance with the Amended Merger Agreement; and
  - \$40.7 million of merger consulting fees and fees for other outside services incurred, primarily consisting of merger success fees; partially offset by
  - a \$47.8 million decrease in operating and maintenance expense due to the deferral of merger transition costs to a regulatory asset in June 2018 for future recovery by Westar Energy, KCP&L and GMO in accordance with the KCC and MPSC merger orders;

- \$12.3 million of obsolete inventory write-offs for Westar Energy's Unit 7 at Tecumseh Energy Center, Units 3 and 4 at Murray Gill Energy Center and Units 1 and 2 at Gordon Evans Energy Center, which are expected to be retired in the second half of 2018; and
- a \$13.9 million increase in taxes other than income taxes due to the inclusion of KCP&L and GMO amounts beginning in June 2018.

### **Depreciation and Amortization**

Evergy's depreciation and amortization increased \$34.0 million and \$35.0 million for the three months ended and year to date June 30, 2018, respectively, compared to the same periods in 2017 primarily driven by a \$32.0 million increase due to the inclusion of KCP&L's and GMO's depreciation expense beginning in June 2018.

### **Interest Expense**

Evergy's interest expense increased \$14.7 million and \$17.4 million for the three months ended and year to date June 30, 2018, respectively, compared to the same periods in 2017 primarily driven by a \$14.0 million increase due to the inclusion of KCP&L's and GMO's interest expense beginning in June 2018 and Evergy's assumption of Great Plains Energy's \$350.0 million of 4.850% unsecured Senior Notes and \$287.5 million of 5.292% unsecured Senior Notes upon the consummation of the merger.

### **Income Tax Expense**

Evergy's income tax expense decreased \$80.9 million for the three months ended June 30, 2018, compared to the same period in 2017 primarily driven by:

- a \$52.6 million decrease related to the revaluation of Westar Energy's deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger;
- a \$35.7 million decrease due to lower Westar Energy pre-tax income; and
- a \$2.8 million decrease in Westar Energy's income tax expense as a result of the decrease in the federal statutory income tax rate in 2018; partially offset by
- an \$8.7 million increase as a result of the inclusion of income tax expense related to the subsidiaries of Great Plains Energy beginning in June 2018.

Evergy's income tax expense decreased \$92.6 million year to date June 30, 2018, compared to the same period in 2017 primarily driven by:

- a \$52.6 million decrease related to the revaluation of Westar Energy's deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger;
- a \$40.6 million decrease due to lower Westar Energy pre-tax income; and
- a \$12.2 million decrease in Westar Energy's income tax expense as a result of the decrease in the federal statutory income tax rate in 2018; partially offset by
- an \$8.7 million increase as a result of the inclusion of income tax expense related to the subsidiaries of Great Plains Energy beginning in June 2018.

**EVERGY SIGNIFICANT BALANCE SHEET CHANGES**  
**(June 30, 2018 compared to December 31, 2017)**

The following table summarizes Evergy's significant balance sheet changes.

	Total Change	Change Due to Merger	Remaining Change
(in millions)			
<b>Assets</b>			
Cash and cash equivalents	\$ 1,276.7	\$ 1,154.2	\$ 122.5
Accounts receivable, net	198.0	155.6	42.4
Accounts receivable pledged as collateral	195.0	180.0	15.0
Fuel inventories and supplies	246.3	271.5	(25.2)
Regulatory assets - current	248.2	207.8	40.4
Prepaid expenses and other assets	46.1	41.5	4.6
Property, plant and equipment, net	9,266.1	9,179.7	86.4
Property, plant and equipment of variable interest entities, net	(3.6)	—	(3.6)
Regulatory assets	852.5	829.1	23.4
Nuclear decommissioning trust	261.1	261.3	(0.2)
Goodwill	2,333.7	2,333.7	—
Other	114.8	145.5	(30.7)
<b>Liabilities</b>			
Current maturities of long-term debt	819.3	415.3	404.0
Current maturities of long-term debt of variable interest entities	1.8	—	1.8
Notes payable and commercial paper	803.6	561.0	242.6
Collateralized note payable	195.0	180.0	15.0
Accounts payable	123.4	191.4	(68.0)
Accrued dividends	(53.8)	—	(53.8)
Accrued taxes	122.6	82.0	40.6
Accrued interest	9.3	48.0	(38.7)
Regulatory liabilities - current	77.9	17.7	60.2
Other current liabilities	155.1	119.1	36.0
Long-term debt, net	2,953.5	3,358.6	(405.1)
Long-term debt of variable interest entities, net	(30.3)	—	(30.3)
Deferred income taxes	620.6	664.9	(44.3)
Unamortized investment tax credits	122.8	124.3	(1.5)
Regulatory liabilities	1,267.8	1,172.9	94.9
Pension and post-retirement liability	467.9	477.3	(9.4)
Asset retirement obligations	247.9	366.1	(118.2)
Other long-term liabilities	95.5	83.1	12.4

See Note 2 to the consolidated financial statements for additional information regarding changes in Evergy's balance sheet due to the merger.

The following are significant balance sheet changes in addition to those due to the Great Plains Energy and Westar Energy merger:

- Evergy's cash and cash equivalents increased \$122.5 million primarily due to receiving \$140.6 million in proceeds from the settlement of Great Plains Energy's deal-contingent interest rate swaps following the closing of the merger in June 2018.

- Evergy's receivables, net increased \$42.4 million primarily due to seasonal increases in customer accounts receivable.
- Evergy's current maturities of long-term debt increased by \$404.0 million and long-term debt decreased by \$405.1 million primarily due to the reclassification of KCP&L's \$400.0 million of 7.15% Series 2009A General Mortgage Bonds from long-term to current.
- Evergy's notes payable and commercial paper increased \$242.6 million primarily due to borrowings for general corporate purposes.
- Evergy's accounts payable decreased \$68.0 million primarily due to the timing of cash payments.
- Evergy's accrued dividends decreased \$53.8 million due to the timing of payment for Westar Energy's common stock dividend declared in May 2018, which was paid in June 2018, and its common stock dividend declared in November 2017, which was paid in January 2018.
- Evergy's long-term debt of variable interest entities, net decreased \$30.3 million primarily due to the VIE that holds the La Cygne Unit 2 leasehold interest having made principal payments totaling \$28.5 million.
- Evergy's asset retirement obligations decreased \$118.2 million primarily due to a \$127.0 million decrease in Evergy's and Westar Energy's AROs for a revision in estimate primarily related to Westar Energy's ARO to decommission its 47% ownership share of Wolf Creek. See Note 6 to the consolidated financial statements for additional information.

## **LIQUIDITY AND CAPITAL RESOURCES**

Evergy relies primarily upon cash from operations, short-term borrowings, debt issuances and its existing cash and cash equivalents to fund its capital requirements. Evergy's capital requirements primarily consist of capital expenditures, payment of contractual obligations and other commitments, the payment of dividends to shareholders and the anticipated repurchase of common shares.

### **Capital Sources**

#### ***Cash Flows from Operations***

Evergy's cash flows from operations are driven by the regulated sale of electricity. These cash flows are relatively stable but the timing and level of these cash flows can vary based on weather and economic conditions, future regulatory proceedings, the timing of cash payments made for costs recoverable under regulatory mechanisms and the time such costs are recovered, and unanticipated expenses such as unplanned plant outages and/or storms.

#### ***Short-Term Borrowings***

As of June 30, 2018, Evergy had \$1.1 billion of available borrowing capacity from unused bank lines of credit and receivable sale agreements. Westar Energy's, KCP&L's and GMO's borrowing capacity under their revolving credit facilities also support their issuance of commercial paper. The available borrowing capacity consisted of \$139.0 million from Evergy's revolving credit facility, \$472.8 million from Westar Energy's credit facilities, \$274.9 million from KCP&L's credit facilities and \$239.3 million from GMO's credit facilities. See Notes 4 and 9 to the consolidated financial statements for more information regarding the receivable sale agreements and revolving credit facilities, respectively. Along with cash flows from operations, Evergy generally uses these liquid resources to meet its day-to-day cash flow requirements.

**Long-Term Debt and Equity Issuances**

From time to time, Evergy issues long-term debt and/or equity to repay short-term debt, refinance maturing long-term debt and finance growth. As of June 30, 2018 and December 31, 2017, Evergy's capital structure, excluding short-term debt, was as follows:

	<b>June 30</b>	<b>December 31</b>
	<b>2018</b>	<b>2017</b>
Common equity	59%	51%
Noncontrolling interests	<0%	<0%
Long-term debt, including VIEs	41%	49%

Following the completion of its anticipated common stock repurchase plan, Evergy anticipates having a common equity to total capitalization ratio of approximately 50%.

Under stipulations with the MPSC and KCC, Evergy, Westar Energy and KCP&L are required to maintain common equity at not less than 35%, 40% and 40%, respectively, of total capitalization. The revolving credit facilities and certain debt instruments of the Evergy Companies also contain restrictions that require the maintenance of certain capitalization and leverage ratios. As of June 30, 2018, the Evergy Companies were in compliance with these covenants.

**Significant Debt Issuances**

See Note 10 to the consolidated financial statements for information regarding significant debt issuances.

**Credit Ratings**

The ratings of the Evergy Companies' securities by the credit rating agencies impact their liquidity, including the cost of borrowings under their revolving credit agreements and in the capital markets. The Evergy Companies view maintenance of strong credit ratings as extremely important to the Evergy Companies' access to and cost of debt financing and, to that end, maintain an active and ongoing dialogue with the agencies with respect to results of operations, financial position and future prospects. While a decrease in these credit ratings would not cause any acceleration of the Evergy Companies' debt, it could increase interest charges under revolving credit agreements. A decrease in credit ratings could also have, among other things, an adverse impact, which could be material, on the Evergy Companies' access to capital, the cost of funds, the ability to recover actual interest costs in state regulatory proceedings, the type and amounts of collateral required under supply agreements and Evergy's ability to provide credit support for its subsidiaries.

As of August 8, 2018, the major credit rating agencies rated the Evergy Companies' securities as detailed in the following table.

	<b>Moody's Investors Service</b>	<b>S&amp;P Global Ratings</b>
<b>Evergy</b>		
Outlook	Stable	Stable
Corporate Credit Rating	--	A-
Senior Unsecured Debt	Baa2	BBB+
<b>Westar Energy</b>		
Outlook	Stable	Stable
Corporate Credit Rating	Baa1	A-
Senior Secured Debt	A2	A
Commercial Paper	P-2	A-2
<b>KGE</b>		
Outlook	Stable	Stable
Corporate Credit Rating	Baa1	A-
Senior Secured Debt	A2	A
<b>KCP&amp;L</b>		
Outlook	Stable	Stable
Corporate Credit Rating	Baa1	A-
Senior Secured Debt	A2	A
Senior Unsecured Debt	Baa1	A-
Commercial Paper	P-2	A-2
<b>GMO</b>		
Outlook	Stable	Stable
Corporate Credit Rating	Baa2	A-
Senior Unsecured Debt	Baa2	A-
Commercial Paper	P-2	A-2

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency.

#### ***Shelf Registration Statements and Regulatory Authorizations***

##### **Westar Energy**

Westar Energy has an effective shelf registration statement providing for the sale of unlimited amounts of unsecured debt securities and first mortgage bonds with the SEC that expires in March 2019.

##### **KCP&L**

KCP&L has an effective shelf registration statement providing for the sale of \$1.1 billion in aggregate principal amount of notes and mortgage bonds that expires in April 2021.



The following table summarizes the short-term and long-term debt financing authorizations for Westar Energy, KGE, KCP&L and GMO and the remaining amount available under these authorizations as of June 30, 2018.

Type of Authorization	Commission	Expiration Date	Authorization Amount	Available Under Authorization
<b>Westar Energy &amp; KGE</b>				(in millions)
Short-Term Debt	FERC	February 2020	\$1,000.0	\$511.8
<b>KCP&amp;L</b>				
Short-Term Debt	FERC	December 2018	\$1,000.0	\$677.6
Long-Term Debt	MPSC	September 2019	\$750.0	\$450.0
<b>GMO</b>				
Short-Term Debt	FERC	March 2020	\$750.0	\$541.3

In addition to the above regulatory authorizations for KCP&L and GMO, the Westar Energy and KGE mortgages each contain provisions restricting the amount of First Mortgage Bonds (FMBs) that can be issued by each entity. Westar Energy and KGE must comply with these restrictions prior to the issuance of additional FMBs or other secured indebtedness.

Under the Westar Energy mortgage, the issuance of bonds is subject to limitations based on the amount of bondable property additions. In addition, so long as any bonds issued prior to January 1, 1997, remain outstanding, the mortgage prohibits additional FMBs from being issued, except in connection with certain refundings, unless Westar Energy's unconsolidated net earnings available for interest, depreciation and property retirement (which as defined, does not include earnings or losses attributable to the ownership of securities of subsidiaries), for a period of 12 consecutive months within 15 months preceding the issuance, are not less than the greater of twice the annual interest charges on or 10% of the principal amount of all FMBs outstanding after giving effect to the proposed issuance. As of June 30, 2018, \$382.8 million principal amount of additional FMBs could be issued under the most restrictive provisions in the mortgage, except in connection with certain refundings.

Under the KGE mortgage, the amount of FMBs authorized is limited to a maximum of \$3.5 billion and the issuance of bonds is subject to limitations based on the amount of bondable property additions. In addition, the mortgage prohibits additional FMBs from being issued, except in connection with certain refundings, unless KGE's net earnings before income taxes and before provision for retirement and depreciation of property for a period of 12 consecutive months within 15 months preceding the issuance are not less than either two and one-half times the annual interest charges on or 10% of the principal amount of all KGE FMBs outstanding after giving effect to the proposed issuance. As of June 30, 2018, approximately \$1.5 billion principal amount of additional KGE FMBs could be issued under the most restrictive provisions in the mortgage, except in connection with certain refundings.

### **Cash and Cash Equivalents**

At June 30, 2018, Evergy had approximately \$1.3 billion of cash and cash equivalents on hand. Under the Amended Merger Agreement, Great Plains Energy was required to have not less than \$1.25 billion in cash and cash equivalents on its balance sheet at the closing of the merger with Westar Energy. Evergy anticipates that this excess cash will be returned to its shareholders through the repurchase of common stock.

### **Capital Requirements**

#### **Capital Expenditures**

Evergy requires significant capital investments and expects to need cash primarily for utility construction programs designed to improve and expand facilities related to providing electric service, which include, but are not limited to, expenditures to develop new transmission lines and improvements to power plants, transmission and distribution lines and equipment.

Evergy's anticipated capital expenditures for the next several years were reported in the Westar Energy 2017 Form 10-K and the Great Plains Energy and KCP&L combined 2017 Form 10-K. There have been no material changes with regard to these anticipated capital expenditures.

### ***Contractual Obligations and Other Commitments***

In the course of its business activities, the Evergy Companies enter into a variety of contracts and commercial commitments. Some of these result in direct obligations reflected on Evergy's consolidated balance sheets while others are commitments, some firm and some based on uncertainties, not reflected in Evergy's underlying consolidated financial statements. There have been no material changes with regards to the contractual obligations and commitments disclosed in Supplemental Capital Requirements and Liquidity Information in MD&A in the Great Plains Energy and KCP&L combined 2017 Form 10-K and in Contractual Obligations and Commercial Commitments in the Westar Energy 2017 Form 10-K.

### ***Common Stock Dividends***

The amount and timing of dividends payable on Evergy's common stock are within the sole discretion of Evergy's Board of Directors. The amount and timing of dividends declared by the Evergy Board of Directors will be dependent on considerations such as Evergy's earnings, financial position, cash flows, capitalization ratios, regulation, reinvestment opportunities and debt covenants. Evergy targets a long-term dividend payout ratio of 60% to 70% of earnings.

The Evergy Companies also have certain restrictions stemming from statutory requirements, corporate organizational documents, covenants and other conditions that could affect dividend levels. See Note 15 to the consolidated financial statements for further discussion of restrictions on dividend payments.

### ***Common Stock Repurchase Plan***

In July 2018, the Evergy Board authorized the repurchase of up to 60 million shares of Evergy's common stock. Although this repurchase authorization has no expiration date, Evergy expects to repurchase the 60 million shares by mid-2020. See "Executive Summary - Share Repurchase Program" for additional information.

### ***Impact of Tax Cuts and Jobs Act***

The Tax Cuts and Jobs Act will result in lower operating cash flows for the Evergy Companies as a result of lower customer rates resulting from lower income tax expense recoveries and the settlement of related deferred income tax regulatory liabilities, which are significant. These decreases in operating cash flows are expected to exceed the increase in operating cash flows for the Evergy Companies resulting from the lower corporate federal income tax rate. These net regulatory liabilities will be refunded in future rates by amortizing amounts related to plant assets over the remaining useful life of the assets and amortizing the amounts related to the other items over periods to be determined in future rate cases.

### ***Off-Balance Sheet Arrangements***

In the ordinary course of business, Evergy and certain of its subsidiaries enter into various agreements providing financial or performance assurance to third parties on behalf of certain subsidiaries. Such agreements include, for example, guarantees and letters of credit. These agreements are entered into primarily to support or enhance the creditworthiness otherwise attributed to a subsidiary on a stand-alone basis, thereby facilitating the extension of sufficient credit to accomplish the subsidiary's intended business purposes. In connection with the closing of the merger, Evergy assumed the guarantees previously provided to GMO by Great Plains Energy. The majority of these agreements guarantee Evergy's own future performance, so a liability for the fair value of the obligation is not recorded.

At June 30, 2018, Evergy has provided \$112.3 million of credit support for GMO as follows:

- Evergy direct guarantees to GMO counterparties totaling \$18.0 million, which expire in 2018, and
- Evergy's guarantee of GMO long-term debt totaling \$94.3 million, which includes debt with maturity dates ranging from 2019 to 2023.

Evergy has also guaranteed GMO's commercial paper program. At June 30, 2018, GMO had \$208.7 million of commercial paper outstanding. None of the guaranteed obligations are subject to default or prepayment if GMO's credit ratings were downgraded.

The Evergy Companies also have off-balance sheet arrangements in the form of operating leases and letters of credit entered into in the ordinary course of business.

### **Cash Flows**

The following table presents Evergy's cash flows from operating, investing and financing activities.

<b>Year to Date June 30</b>	<b>2018</b>	<b>2017</b>
	(in millions)	
Cash flows from operating activities	\$ 397.2	\$ 363.7
Cash flows from (used in) investing activities	846.9	(399.5)
Cash flows from financing activities	32.6	35.9

#### ***Cash Flows from Operating Activities***

Evergy's cash flows from operating activities increased \$33.5 million year to date June 30, 2018, compared to the same period in 2017, primarily driven by an \$85.5 million increase due to the inclusion of KCP&L's and GMO's cash flows from operating activities beginning in June 2018; partially offset by \$35.6 million of merger success fees paid by Evergy and Westar Energy upon the completion of the merger and an increase of \$15.2 million in Wolf Creek refueling outage costs paid by Westar Energy related to the outage that concluded in May 2018.

#### ***Cash Flows from Investing Activities***

Evergy's cash flows from investing activities increased \$1,246.4 million year to date June 30, 2018, compared to the same period in 2017, primarily due to the inclusion of \$1,154.2 million of cash acquired from Great Plains Energy as of the merger date.

#### ***Cash Flows from Financing Activities***

Evergy's cash flows from financing activities decreased \$3.3 million year to date June 30, 2018, compared to the same period in 2017.

**WESTAR ENERGY, INC.**
**MANAGEMENT'S NARRATIVE ANALYSIS OF RESULTS OF OPERATIONS**

The below results of operations and related discussion for Westar Energy is presented in a reduced disclosure format in accordance with General Instruction (H)(2)(a) to Form 10-Q.

The following table summarizes Westar Energy's comparative results of operations.

	Year to Date June 30		
	2018	2017	Change
	(millions)		
Operating revenues	\$ 1,251.1	\$ 1,181.9	\$ 69.2
Fuel and purchased power	293.5	225.6	67.9
SPP network transmission costs	136.0	122.4	13.6
Other operating expenses	436.3	359.6	76.7
Depreciation and amortization	185.7	182.7	3.0
Income from operations	199.6	291.6	(92.0)
Other income (expense)	(17.7)	(13.8)	(3.9)
Interest expense	88.2	84.8	3.4
Income tax expense (benefit)	(44.4)	56.8	(101.2)
Equity in earnings of equity method investees, net of income taxes	2.4	3.3	(0.9)
Net income	140.5	139.5	1.0
Less: Net income attributable to noncontrolling interests	5.0	7.8	(2.8)
Net income attributable to Westar Energy, Inc.	\$ 135.5	\$ 131.7	\$ 3.8

**Westar Energy Utility Gross Margin and MWh Sales**

The following table summarizes Westar Energy's utility gross margin and MWhs sold.

Year to Date June 30	Revenues and Costs			MWhs Sold		
	2018	2017	Change	2018	2017	Change
Retail revenues	(millions)			(thousands)		
Residential	\$ 401.4	\$ 350.9	\$ 50.5	3,249	2,747	502
Commercial	325.4	325.3	0.1	3,567	3,432	135
Industrial	185.3	198.7	(13.4)	2,725	2,756	(31)
Other retail revenues	9.9	12.3	(2.4)	30	44	(14)
Total electric retail	922.0	887.2	34.8	9,571	8,979	592
Wholesale revenues	181.3	152.7	28.6	5,477	4,484	993
Transmission revenues	144.1	142.2	1.9	N/A	N/A	N/A
Other revenues	3.7	(0.2)	3.9	N/A	N/A	N/A
Operating revenues	1,251.1	1,181.9	69.2	15,048	13,463	1,585
Fuel and purchased power	(293.5)	(225.6)	(67.9)			
SPP network transmission costs	(136.0)	(122.4)	(13.6)			
Utility gross margin <sup>(a)</sup>	\$ 821.6	\$ 833.9	\$ (12.3)			

<sup>(a)</sup> Utility gross margin is a non-GAAP financial measure. See explanation of utility gross margin under Evergy's Results of Operations.

Westar Energy's utility gross margin decreased \$12.3 million year to date June 30, 2018, compared to the same period in 2017, driven by:

- a \$38.2 million refund obligation for the change in the corporate income tax rate caused by the passage of the Tax Cuts and Jobs Act. See Note 17 to the consolidated financial statements for additional information; and
- a \$26.7 million obligation for one-time and annual bill credits as a result of conditions in the KCC merger order. See Note 2 to the consolidated financial statements for additional information; partially offset by
- a \$52.6 million increase primarily due to higher retail sales driven by warmer spring weather and colder winter weather. For year to date June 30, 2018, compared to the same period in 2017, cooling degree days increased 69% and heating degree days increased 27%.

**Westar Energy Other Operating Expenses (including operating and maintenance expense and taxes other than income tax)**

Westar Energy's other operating expenses increased \$76.7 million year to date June 30, 2018, compared to the same period in 2017, primarily driven by:

- \$45.1 million of merger-related costs incurred in June 2018, consisting of:
  - \$39.9 million of change in control payments, voluntary severance and the recording of unrecognized equity compensation costs and the incremental fair value associated with the vesting of outstanding Westar Energy equity compensation awards in accordance with the Amended Merger Agreement; and
  - \$19.0 million of merger consulting fees and fees for other outside services incurred, primarily consisting of merger success fees; partially offset by
  - a \$13.8 million decrease in operating and maintenance expense due to the net reallocation of incurred merger transition costs between Westar Energy, Evergy, KCP&L and GMO and the subsequent deferral of these transition costs to a regulatory asset in June 2018 for future recovery by Westar Energy in accordance with the KCC merger order; and
- \$12.3 million of obsolete inventory write-offs for Westar Energy's Unit 7 at Tecumseh Energy Center, Units 3 and 4 at Murray Gill Energy Center and Units 1 and 2 at Gordon Evans Energy Center, which are expected to be retired in the second half of 2018.

**Westar Energy Income Tax Expense**

Westar Energy's income tax expense decreased \$101.2 million year to date June 30, 2018, compared to the same period in 2017, primarily driven by:

- a \$52.6 million decrease related to the revaluation of deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger;
- a \$40.6 million decrease due to lower pre-tax income; and
- a \$12.2 million decrease as a result of the decrease in the federal statutory income tax rate in 2018.

## KANSAS CITY POWER & LIGHT COMPANY

### MANAGEMENT'S NARRATIVE ANALYSIS OF RESULTS OF OPERATIONS

The below results of operations and related discussion for KCP&L is presented in a reduced disclosure format in accordance with General Instruction (H)(2)(a) to Form 10-Q.

The following table summarizes KCP&L's comparative results of operations.

	Year to Date June 30		
	2018	2017	Change
	(millions)		
Operating revenues	\$ 849.3	\$ 878.6	\$ (29.3)
Fuel and purchased power	250.0	223.4	26.6
Other operating expenses	286.5	325.2	(38.7)
Depreciation and amortization	137.1	133.6	3.5
Income from operations	175.7	196.4	(20.7)
Other income (expense)	(11.0)	(24.6)	13.6
Interest expense	67.6	71.2	(3.6)
Income tax expense	52.3	36.8	15.5
Net income	\$ 44.8	\$ 63.8	\$ (19.0)

### KCP&L Utility Gross Margin and MWh Sales

The following table summarizes KCP&L's utility gross margin and MWhs sold.

Year to Date June 30	Revenues and Costs			MWhs Sold		
	2018	2017	Change	2018	2017	Change
	(millions)			(thousands)		
Retail revenues						
Residential	\$ 341.9	\$ 318.0	\$ 23.9	2,789	2,383	406
Commercial	378.1	394.9	(16.8)	3,820	3,621	199
Industrial	66.3	74.0	(7.7)	857	860	(3)
Other retail revenues	5.0	5.4	(0.4)	38	38	—
Total electric retail	791.3	792.3	(1.0)	7,504	6,902	602
Wholesale revenues	8.6	52.0	(43.4)	2,139	3,759	(1,620)
Transmission revenues	7.2	8.4	(1.2)	N/A	N/A	N/A
Other revenues	42.2	25.9	16.3	N/A	N/A	N/A
Operating revenues	849.3	878.6	(29.3)	9,643	10,661	(1,018)
Fuel and purchased power	(250.0)	(223.4)	(26.6)			
Utility gross margin <sup>(a)</sup>	\$ 599.3	\$ 655.2	\$ (55.9)			

<sup>(a)</sup> Utility gross margin is a non-GAAP financial measure. See explanation of utility gross margin under Evergy's Results of Operations.

KCP&L's utility gross margin decreased \$55.9 million year to date June 30, 2018 compared to the same period in 2017, driven by:

- a \$39.8 million refund obligation for the change in the corporate income tax rate caused by the passage of the Tax Cuts and Jobs Act. See Note 17 to the consolidated financial statements for additional information;
- \$32.3 million of sales taxes and franchise fees collected from KCP&L Missouri customers in 2017, which as part of KCP&L's adoption of ASC 606, are now presented net in revenue in 2018; and

- a \$23.6 million obligation for one-time and annual bill credits as a result of conditions in the MPSC and KCC merger orders. See Note 2 to the consolidated financial statements for additional information; partially offset by
- a \$39.8 million increase primarily due to higher retail sales driven by warmer spring weather and colder winter weather. For year to date June 30, 2018, compared to the same period in 2017, cooling degree days increased 63% and heating degree days increased 29%.

**KCP&L Other Operating Expenses (including operating and maintenance expense and taxes other than income tax)**

KCP&L's other operating expenses decreased \$38.7 million for the year to date June 30, 2018, compared to the same period in 2017, primarily driven by:

- a \$29.5 million decrease in taxes other than income tax primarily due to sales taxes and franchise fees collected from KCP&L Missouri customers in 2017, which, as part of KCP&L's adoption of ASC 606, *Revenue from Contracts with Customers*, are now presented net in revenue in 2018; and
- a \$23.2 million decrease in operating and maintenance expense due to the net reallocation of incurred merger transition costs between KCP&L, Evergy, Westar Energy and GMO and the subsequent deferral of these transition costs to a regulatory asset in June 2018 for future recovery by KCP&L in accordance with the KCC and MPSC merger orders; partially offset by
- a \$4.8 million increase in transmission and distribution operating and maintenance expense; and
- a \$3.1 million increase in injuries and damages expense primarily due to an increase in estimated worker's compensation losses.

**KCP&L Other Income (Expense)**

KCP&L's other income (expense) decreased \$13.6 million year to date June 30, 2018, compared to the same period in 2017, primarily driven by an \$11.4 million decrease in pension non-service costs due to KCP&L's adoption of ASU 2017-07, *Compensation-Retirement Benefits*, which requires the non-service cost components to be reported separately from service costs and outside of a subtotal of income from operations. For retrospective application of the 2017 non-service cost components, KCP&L utilized the practical expedient that allows for the use of the amounts disclosed in a company's pension and other post-retirement benefit plan footnote as the estimation basis for retrospective presentation. The 2017 amounts disclosed in KCP&L's pension and other post-retirement benefit plan footnote are presented prior to the effects of capitalization and sharing with joint owners of power plants. See Note 1 and Note 7 to the consolidated financial statements for additional information.

**KCP&L Income Tax Expense**

KCP&L's income tax expense increased \$15.5 million year to date June 30, 2018, compared to the same period in 2017, primarily driven by:

- a \$51.0 million increase related to the revaluation of deferred income tax assets and liabilities based on the Evergy composite tax rate as a result of the merger; partially offset by
- a \$12.5 million decrease in income tax expense as a result of the decrease in the federal statutory income tax rate in 2018; and
- a \$15.5 million decrease related to the revaluation of deferred income tax assets and liabilities as a result of the enactment of Missouri state income tax reform in June 2018.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

In the ordinary course of business, Evergy faces risks that are either non-financial or non-quantifiable. Such risks principally include business, legal, operational and credit risks and are not represented in the following analysis. See Part II, Item 1A, Risk Factors and Part I, Item 2, MD&A for further discussion of risk factors.

The Evergy Companies are exposed to market risks associated with commodity price and supply, interest rates and equity prices. Commodity price risk is the potential adverse price impact related to the purchase or sale of electricity and energy-related products. Credit risk is the potential adverse financial impact resulting from non-performance by a counterparty of its contractual obligations. Interest rate risk is the potential adverse financial impact related to changes in interest rates. In addition, Evergy's investments in trusts to fund nuclear plant decommissioning and to fund non-qualified retirement benefits give rise to security price risk.

Management has established risk management policies and strategies to reduce the potentially adverse effects that the volatility of the markets may have on Evergy's operating results. During the ordinary course of business, under the direction and control of an internal commodity risk committee, the Evergy Companies' hedging strategies are reviewed to determine the hedging approach deemed appropriate based upon the circumstances of each situation. Though management believes its risk management practices are effective, it is not possible to identify and eliminate all risk. Evergy could experience losses, which could have a material adverse effect on its results of operations or financial position, due to many factors, including unexpectedly large or rapid movements or disruptions in the energy markets, regulatory-driven market rule changes and/or bankruptcy or non-performance of customers or counterparties, and/or failure of underlying transactions that have been hedged to materialize.

### **Hedging Strategies**

From time to time, Evergy utilizes derivative instruments to execute risk management and hedging strategies. Derivative instruments, such as futures, forward contracts, swaps or options, derive their value from underlying assets, indices, reference rates or a combination of these factors. These derivative instruments include negotiated contracts, which are referred to as over-the-counter derivatives, and instruments listed and traded on an exchange.

### **Commodity Price Risk**

The Evergy Companies engage in the wholesale and retail marketing of electricity and are exposed to risk associated with the price of electricity and other energy-related products. Exposure to these risks is affected by a number of factors including the quantity and availability of fuel used for generation and the quantity of electricity customers consume. Customers' electricity usage could also vary from year to year based on the weather or other factors. Quantities of fossil fuel used for generation vary from year to year based on the availability, price and deliverability of a given fuel type as well as planned and unplanned outages at facilities that use fossil fuels. Evergy's exposure to fluctuations in these factors is limited by the cost-based regulation of its regulated operations in Kansas and Missouri as these operations are typically allowed to recover substantially all of these costs through cost-recovery mechanisms, primarily through fuel recovery mechanisms. While there may be a delay in timing between when these costs are incurred and when they are recovered through rates, changes from year to year generally do not have a material impact on operating results.

### **Interest Rate Risk**

Evergy manages interest rate risk and short- and long-term liquidity by limiting its exposure to variable interest rate debt to a percentage of total debt, diversifying maturity dates and, from time to time, entering into interest rate hedging transactions. At June 30, 2018, 4% of Evergy's long-term debt was variable rate debt. Evergy computes and presents information regarding the sensitivity to changes in interest rates for variable rate debt and current maturities of fixed rate debt by assuming a 100 basis point change in the current interest rates applicable to such debt over the remaining time the debt is outstanding.

Evergy had \$2,197.4 million of variable rate debt, including notes payable and commercial paper, and current maturities of fixed rate debt as of June 30, 2018. A 100 basis point change in interest rates applicable to this debt would impact income before income taxes on an annualized basis by approximately \$17.7 million.

### **Credit Risk**

Evergy is exposed to counterparty credit risk largely in the form of accounts receivable from its retail and wholesale electric customers and through executory contracts with market risk exposure. The credit risk associated with accounts receivable from retail and wholesale customers is largely mitigated by Evergy's large number of individual customers spread across diverse customer classes and the ability to recover bad debt expense in customer rates. The



Evergy Companies maintain credit policies and employ credit risk control mechanisms, such as letters of credit, when necessary to minimize their overall credit risk and monitor exposure.

### **Investment Risk**

Evergy maintains trust funds, as required by the NRC, to fund its 94% share of decommissioning the Wolf Creek nuclear power plant and also maintains trusts to fund pension benefits as well as certain non-qualified retirement benefits. As of June 30, 2018, these funds were primarily invested in a diversified mix of equity and debt securities and reflected at fair value on Evergy's balance sheet. The equity securities in the trusts are exposed to price fluctuations in equity markets and the value of debt securities are exposed to changes in interest rates and other market factors.

As nuclear decommissioning costs are currently recovered in customer rates, Evergy defers both realized and unrealized gains and losses for the vast majority of these securities as an offset to its regulatory asset for decommissioning Wolf Creek and as such, fluctuations in the value of these securities do not have a material impact on Evergy's earnings. A significant decline in the value of pension or non-qualified retirement assets could require Evergy to increase funding of its pension plans in future periods, which could adversely affect cash flows in those periods. In addition, a decline in the fair value of these plan assets, in the absence of additional cash contributions to the plans by Evergy, could increase the amount of pension cost required to be recorded in future periods by Evergy.

## **ITEM 4. CONTROLS AND PROCEDURES**

### **EVERGY**

#### **Disclosure Controls and Procedures**

Evergy carried out an evaluation of its disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)). This evaluation was conducted under the supervision, and with the participation, of Evergy's management, including the chief executive officer and chief financial officer, and Evergy's disclosure committee. Based upon this evaluation, the chief executive officer and chief financial officer of Evergy have concluded as of the end of the period covered by this report that the disclosure controls and procedures of Evergy were effective at a reasonable assurance level.

#### **Changes in Internal Control Over Financial Reporting**

Effective June 4, 2018, pursuant to the merger transaction, Westar Energy and KCP&L became wholly-owned subsidiaries of Evergy. Evergy has designed internal control over financial reporting for itself, while maintaining the internal control over financial reporting for its wholly-owned subsidiaries, Westar Energy and KCP&L.

As of May 7, 2018, KCP&L implemented a new customer billing system that will change its internal control over financial reporting. In connection with this implementation, Evergy has updated its internal controls over financial reporting, as necessary, to accommodate modifications to its business processes.

### **WESTAR ENERGY**

#### **Disclosure Controls and Procedures**

Westar Energy carried out an evaluation of its disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act). This evaluation was conducted under the supervision, and with the participation, of Westar Energy's management, including the chief executive officer and chief financial officer, and Westar Energy's disclosure committee. Based upon this evaluation, the chief executive officer and chief financial officer of Westar Energy have concluded as of the end of the period covered by this report that the disclosure controls and procedures of Westar Energy were effective at a reasonable assurance level.

### **Changes in Internal Control Over Financial Reporting**

There has been no change in Westar Energy's internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarterly period ended June 30, 2018, that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

### **KCP&L**

#### **Disclosure Controls and Procedures**

KCP&L carried out an evaluation of its disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act). This evaluation was conducted under the supervision, and with the participation, of KCP&L's management, including the chief executive officer and chief financial officer, and KCP&L's disclosure committee. Based upon this evaluation, the chief executive officer and chief financial officer of KCP&L have concluded as of the end of the period covered by this report that the disclosure controls and procedures of KCP&L were effective at a reasonable assurance level.

#### **Changes in Internal Control Over Financial Reporting**

As of May 7, 2018, KCP&L implemented a new customer billing system that will change its internal control over financial reporting. In connection with this implementation, KCP&L has updated its internal controls over financial reporting, as necessary, to accommodate modifications to its business processes.

Except as described above, there has been no change in KCP&L's internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarterly period ended June 30, 2018, that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

## **PART II - OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

#### **Other Proceedings**

The Evergy Companies are parties to various lawsuits and regulatory proceedings in the ordinary course of their respective businesses. For information regarding material lawsuits and proceedings, see Notes 2, 5 and 12 to the consolidated financial statements. Such information is incorporated herein by reference.

### **ITEM 1A. RISK FACTORS**

Actual results in future periods for the Evergy Companies could differ materially from historical results and the forward-looking statements contained in this report. The business of the Evergy Companies is influenced by many factors that are difficult to predict, involve uncertainties that may materially affect actual results and are often beyond their control. Additional risks and uncertainties not presently known or that management currently believes to be immaterial may also adversely affect the Evergy Companies. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in Part I, Item 1A, Risk Factors included in the 2017 Form 10-K for each of Great Plains Energy, Westar Energy and KCP&L. Except as described below, there have been no material changes with regards to those risk factors. This information, as well as the other information included in this report and in the other documents filed with the SEC, should be carefully considered before making an investment in the securities of the Evergy Companies. Risk factors of KCP&L and Westar Energy are also risk factors of the Evergy Companies.

#### ***Evergy will incur significant costs in connection with the integration of Great Plain Energy and Westar Energy.***

Evergy has incurred, and expects to incur additional, significant costs associated with combining the operations of Great Plains Energy and Westar Energy. Additional unanticipated costs may also be incurred in the integration of the businesses of Great Plains Energy and Westar Energy. Any net benefit from the anticipated elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, may not be achieved in the near term or at all. Integration costs could have a material adverse impact on the results of

Evergy, and the failure to achieve the anticipated benefits and efficiencies from the merger, or the incurrence of additional expenses, could have a material adverse impact on the results of operations of Evergy and its ability to pay dividends in the future.

***The anticipated benefits of the merger may not be realized.***

Evergy expects the merger to produce various benefits, including, among other things, operating efficiencies and cost savings. However, achieving the anticipated benefits is subject to a number of uncertainties, including:

- the ability to efficiently and effectively combine operations of the merged companies;
- general market and economic conditions;
- general competitive factors in the marketplace; and
- higher than expected costs required to achieve the anticipated benefits of the merger.

No assurance can be given that these benefits will be achieved or, if achieved, the timing of their achievement. Failure to achieve these anticipated benefits could result in increased costs and decreases in the amount of expected revenues or net income of the combined company. In addition, Evergy may encounter difficulties in integrating the operations of the companies, including inconsistencies in standards, systems and controls, and management's focus and resources may be diverted from ordinary business activities and opportunities to focus on integration. Any of the foregoing could have a material adverse effect on Evergy.

***The price of Evergy common stock may experience volatility.***

The price of Evergy common stock may be volatile. Some of the factors that could affect the price of Evergy common stock are quarterly increases or decreases in revenue or earnings, changes in revenue or earnings estimates by the investment community, the ability of Evergy to implement its integration strategy and to realize the expected synergies and other benefits from the merger, the ability of Evergy to implement its share repurchase program and speculation in the press or investment community about Evergy's financial condition or results of operations. General market conditions and U.S. economic factors and political events unrelated to the performance of Evergy may also affect its stock price. For these reasons, shareholders should not rely on historical trends in the price of Great Plains Energy or Westar Energy common stock to predict the price of Evergy's common stock or its financial results.

***Capital and credit market conditions may adversely impact Evergy's share repurchase program.***

Evergy expects to repurchase a significant number of shares over the next several years using a combination of existing cash on the balance sheet, internally generated cash, proceeds from capital markets activities and short-term debt. Disruptions in capital and credit markets, credit rating actions and volatility in the market price of Evergy's common stock may make capital more difficult and costly to obtain, may restrict liquidity and may adversely impact the ability to execute the share repurchase program in a timely or cost-effective manner.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

None.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**ITEM 5. OTHER INFORMATION**

Investors should note that the Evergy Companies announce material financial information in SEC filings, press releases and public conference calls. In accordance with SEC guidance, Evergy, Westar Energy and KCP&L may also use the Investor Relations section of Evergy's website ([www.evergyinc.com](http://www.evergyinc.com)) to communicate with investors about the Evergy Companies. It is possible that the financial and other information posted there could be deemed

material information. The Investors Relations section of the website also contains historical financial and other information relating to Great Plains Energy and Westar. The information on the website is not part of this document.

## ITEM 6. EXHIBITS

<u>Exhibit Number</u>		<u>Description of Document</u>	<u>Registrant</u>
3.1	*	<a href="#">Evergy, Inc. Amended and Restated Articles of Incorporation (filed as Exhibit 3.1 to Evergy's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-38515))</a> .	Evergy
3.2	*	<a href="#">Evergy, Inc. Amended and Restated By-laws (filed as Exhibit 3.2 to Evergy's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-38515))</a> .	Evergy
3.3		<a href="#">Westar Energy, Inc. Amended and Restated Articles of Incorporation</a> .	Westar Energy
3.4		<a href="#">Westar Energy, Inc. Amended and Restated By-laws</a> .	Westar Energy
4.1	*	<a href="#">Sixth Supplemental Indenture, dated as of June 4, 2018, by and among Great Plains Energy Incorporated, 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 (filed as Exhibit 4.1 to Evergy's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-38515))</a> .	Evergy
4.2	*	<a href="#">Supplemental Indenture No. 3, dated as of June 4, 2018, by and among Great Plains Energy Incorporated, Evergy, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (filed as Exhibit 4.2 to Evergy's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-38515))</a> .	Evergy
4.3	*	<a href="#">Form of Forty-Eighth Supplemental Indenture, dated as of June 4, 2018, by and among Westar Energy, Inc. and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank (filed as Exhibit 4.1 to Westar's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-03523))</a> .	Westar Energy
10.1	*	<a href="#">Assumption Agreement, dated as of June 4, 2018, between Evergy, Inc. and Wells Fargo Bank, National Association, as administrative agent (filed as Exhibit 10.1 to Evergy's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-38515))</a> .	Evergy
10.2	*+	<a href="#">Evergy, Inc. Long-Term Incentive Plan (formerly named the Great Plains Energy Incorporated Long-Term Incentive Plan, as amended), effective as of June 4, 2018 (filed as Exhibit 99.1 to Evergy's Registration Statement on Form S-8 filed on June 15, 2018 (File No. 333-225673))</a> .	Evergy Westar Energy KCP&L
10.3	*+	<a href="#">Great Plains Energy Incorporated Form of Restricted Share Units Award (Grant Date June 3, 2018) (filed as Exhibit 10.1 to Great Plains Energy Incorporated's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-32206))</a> .	Evergy KCP&L
10.4	*+	<a href="#">Great Plains Energy Incorporated Form of Cash Retention Payment Agreement (Grant Date June 3, 2018) (filed as Exhibit 10.2 to Great Plains Energy Incorporated's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-32206))</a> .	Evergy KCP&L

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10.5	*+	<a href="#">Westar Energy, Inc. Form of Restricted Share Units Award (Grant Date June 3, 2018) (filed as Exhibit 10.1 to Westar's Current Report on Form 8-K filed on June 4, 2018 (File No. 001-03523))</a>	Evergy Westar Energy
10.6	+	<a href="#">Evergy, Inc. Supplemental Executive Retirement Plan, effective as of June 4, 2018.</a>	Evergy
10.7	+	<a href="#">Evergy, Inc. Nonqualified Deferred Compensation Plan, effective as of June 4, 2018.</a>	Evergy
10.8	+	<a href="#">Westar Energy, Inc. Non-Employee Director Deferred Compensation Plan, as amended and restated effective as of May 17, 2018.</a>	Evergy Westar Energy
10.9	+	<a href="#">Summary of Evergy, Inc. Non-Employee Director Compensation.</a>	Evergy
31.1		<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Terry Bassham.</a>	Evergy
31.2		<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Anthony D. Somma.</a>	Evergy
31.3		<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Terry Bassham.</a>	Westar Energy
31.4		<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Anthony D. Somma.</a>	Westar Energy
31.5		<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Terry Bassham.</a>	KCP&L
31.6		<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Anthony D. Somma.</a>	KCP&L
32.1	**	<a href="#">Section 1350 Certifications.</a>	Evergy
32.2	**	<a href="#">Section 1350 Certifications.</a>	Westar Energy
32.3	**	<a href="#">Section 1350 Certifications.</a>	KCP&L
101.INS		XBRL Instance Document.	Evergy Westar Energy KCP&L
101.SCH		XBRL Taxonomy Extension Schema Document.	Evergy Westar Energy KCP&L
101.CAL		XBRL Taxonomy Extension Calculation Linkbase Document.	Evergy Westar Energy KCP&L
101.DEF		XBRL Taxonomy Extension Definition Linkbase Document.	Evergy Westar Energy KCP&L
101.LAB		XBRL Taxonomy Extension Labels Linkbase Document.	Evergy Westar Energy KCP&L
101.PRE		XBRL Taxonomy Extension Presentation Linkbase Document.	Evergy Westar Energy KCP&L

\* Filed with the SEC as exhibits to prior SEC filings and are incorporated herein by reference and made a part hereof. The SEC filings and the exhibit number of the documents so filed, and incorporated herein by reference, are stated in parenthesis in the description of such exhibit.

\*\* Furnished and shall not be deemed filed for the purpose of Section 18 of the Exchange Act. Such document shall not be incorporated by reference into any registration statement or other document pursuant to the Exchange Act or the Securities Act of 1933, as amended, unless otherwise indicated in such registration statement or other document.

+ Indicates management contract or compensatory plan or arrangement.

Copies of any of the exhibits filed with the SEC in connection with this document may be obtained from Evergy, Westar Energy or KCP&L, as applicable, upon written request.

The registrants agree to furnish to the SEC upon request any instrument with respect to long-term debt as to which the total amount of securities authorized does not exceed 10% of total assets of such registrant and its subsidiaries on a consolidated basis.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, Evergy, Inc., Westar Energy, Inc. and Kansas City Power & Light Company have duly caused this report to be signed on their behalf by the undersigned, thereunto duly authorized.

**EVERGY, INC.**

Dated: August 8, 2018

By: /s/ Anthony D. Somma  
(Anthony D. Somma)  
(Executive Vice President and Chief Financial Officer)

**WESTAR ENERGY, INC.**

Dated: August 8, 2018

By: /s/ Anthony D. Somma  
(Anthony D. Somma)  
(Executive Vice President and Chief Financial Officer)

**KANSAS CITY POWER & LIGHT COMPANY**

Dated: August 8, 2018

By: /s/ Anthony D. Somma  
(Anthony D. Somma)  
(Executive Vice President and Chief Financial Officer)

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**WESTAR ENERGY, INC.**

**ARTICLE ONE**

**Name of Corporation**

The name of the corporation is Westar Energy, Inc.

**ARTICLE TWO**

**Registered Office and Resident Agent**

The registered office of the corporation in the State of Kansas is located at 2900 SW Wanamaker Drive, Suite 204, Topeka, KS 66614. The name of its resident agent at such address is Corporation Service Company.

**ARTICLE THREE**

**Nature of Business**

The nature of the business or purposes to be conducted or promoted by the corporation is to engage in any lawful act or activity for which corporations may be organized under the Kansas General Corporation Code.

**ARTICLE FOUR**

**Duration**

The duration of the corporation shall be perpetual.

**ARTICLE FIVE**

**Capital Stock**

The total number of shares of capital stock which the corporation shall have authority to issue is 1000 shares of common stock, par value \$0.01 per share.

**ARTICLE SIX**

**Bylaws**

In furtherance and not in limitation of the powers conferred by the laws of the State of Kansas, the board of directors is expressly authorized and empowered to adopt, amend, alter and



repeal the bylaws of the corporation; provided that any bylaw adopted or amended by the board of directors, and any powers thereby conferred, may be amended, altered or repealed by the stockholders.

## **ARTICLE SEVEN**

### **Limitation on Personal Liability**

To the fullest extent permitted by law, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the corporation existing hereunder with respect to any act or omission occurring prior to such amendment, modification or repeal.

## **ARTICLE EIGHT**

### **Indemnification**

The corporation shall indemnify each officer and director to the fullest extent permitted by applicable law. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right to indemnification of an officer or director of the corporation existing hereunder with respect to any act or omission occurring prior to such amendment, modification or repeal.

## **ARTICLE NINE**

### **Amendment of Articles**

The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Kansas, and all rights conferred upon stockholders herein are granted subject to this reservation.

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WESTAR ENERGY, INC.

AMENDED AND RESTATED  
BY-LAWS

AS OF JUNE 4, 2018

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**WESTAR ENERGY, 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 Westar Energy, Inc. (the "Company") in the State of Kansas 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 Kansas 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 Kansas 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 Kansas 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. 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 Kansas General Corporation Code. 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 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 Kansas, 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 Kansas, 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. No business may be transacted at an annual meeting of shareholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (c) otherwise properly brought before the annual meeting by any shareholder of the Company (i) who is a shareholder of record on the date of the giving of the notice provided for in this Section 13 and on the record date for the determination of shareholders entitled to vote at such annual meeting and (ii) who complies with the notice procedure set forth in this Section 13.

In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Company.

To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices 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 (70) 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.

To be in proper written form, a shareholder's notice to the Secretary must set forth as to each matter such shareholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such shareholder, (iii) the class or series and number of shares of capital stock of the Company that are owned beneficially or of record by such shareholder, (iv) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business and (v) a representation that such shareholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

No business shall be conducted at the annual meeting of shareholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 13, provided, however, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 13 shall be deemed to preclude discussion by any shareholder of any such business. If the Chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

### 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.

(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, including, but not limited to, (i) violation of either state or federal law, (ii) maintenance of interests not properly authorized and in conflict with the interests of the Company, or (iii) breach of any agreement between such director and the Company relating to such director's services as a director, employee or agent of the Company.

(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 Kansas at such place as shall be specified in the notice of such meeting. The Chairman of the Board, or in his or her absence another director appointed by a majority of 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 Chief Executive Officer, the President of the Company 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 Topeka, Kansas, 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 committees, each consisting of two or more directors. Each 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 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 or a committee of the Board of Directors duly authorized and empowered to act in the premises.

Section 15. Each 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 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 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.

## 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.

## ARTICLE V

### Powers and Duties of Officers

Section 1. The Board of Directors shall designate the Chairman and 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 also 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 all meetings of the shareholders, the Board of Directors and the Executive Committee, and shall keep the minutes of such meetings. He or she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer. He or she shall be the custodian of the seal of the Company and shall affix the same to any instrument requiring it and, when so affixed, shall attest it by his or her signature. He or she shall, in general, perform all duties incident to the office of secretary.

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

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

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

Section 8. The Board of Directors may, by resolution, require any officer to give the Company a bond (which shall be renewed every six years) in such sum and with such surety or

sureties as shall be satisfactory to the Board for the faithful performance of the duties of his or her office and for the restoration to the Company, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control and belonging to the Company.

Section 9. 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 10. 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 11. 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 the State of Kansas.

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.

## 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 Kansas, or at the office of its transfer agent in the State of Kansas, 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 – Kansas."

## 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.



**EVERGY, INC.**

**SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

(Formerly named the Great Plains Energy Incorporated  
Supplemental Executive Retirement Plan, as Amended December 8, 2009)

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Supplemental Executive Retirement Plan, as Amended December 8, 2009)

**BACKGROUND AND PURPOSE**

Kansas City Power & Light Company ("KCPL") adopted the Kansas City Power & Light Supplemental Executive Retirement and Deferred Compensation Plan effective November 2, 1993 (the "Original Plan"), to provide opportunities for selected employees and members of KCPL's Board of Directors to defer the receipt of their compensation. The Original Plan was divided into two separate plans effective as of April 1, 2000, the "Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan" (the "Frozen NQDC Plan") and the Great Plains Energy Incorporated Supplemental Executive Retirement Plan (as amended and restated effective as of November 1, 2000, October 1, 2001 and October 1, 2003 and attached hereto as Appendix C) (the "Frozen SERP").

As a result of the addition of Section 409A to the Internal Revenue Code ("Code Section 409A"), Great Plains Energy Incorporated, the predecessor to Evergy, Inc., froze the Frozen SERP as of December 31, 2004 such that no new participants entered, and no new amounts accrued under, the Frozen SERP after December 31, 2004. Except to reflect that the Frozen SERP has been frozen, no material modifications have been made to the Frozen SERP. The Frozen SERP will continue to operate as a "frozen" plan in accordance with its terms and with respect to all accrued amounts as of December 31, 2004. Consistent with Code Section 409A, all accrued benefits as of December 31, 2004 will be paid under and in accordance with the Frozen SERP; provided, however, if a participant's aggregate SERP benefit is less than the benefit accrued under the Frozen SERP as of December 31, 2004, only such lesser benefit, if any, shall be paid under the Frozen SERP. Nothing under this plan or the Frozen SERP shall be interpreted as providing a minimum benefit.

In addition to freezing the Frozen SERP, Great Plains Energy Incorporated adopted this plan, originally known as the Great Plains Energy Incorporated Supplemental Executive Retirement Plan (as Amended and Restated for I.R.C. § 409A), to govern the payment of benefits accrued after December 31, 2004 and, except as specifically provided otherwise, was effective generally January 1, 2005. While the calculation of certain benefits under this plan include an offset for benefits paid under the Frozen SERP, this plan solely relates to those benefits accrued after December 31, 2004, as determined consistent with Code Section 409A. In addition, depending upon a participant's ultimate benefit under this plan and the level of a participant's accrued benefit as of December 31, 2004, a participant's entire SERP benefit could consist solely of an amount equal to or less than the Participant's Frozen SERP benefit and would be paid solely in accordance with the Frozen SERP. There is to be no duplication of benefits under the Frozen SERP and this plan.

Certain operations of the plan between December 31, 2004 and December 31, 2007, including those operations in 2005 memorialized in Appendix B, were completed in accordance with IRS Notice 2005-1 and in "good faith" compliance with the proposed Treasury Regulations issued under Code Section 409A. In addition, this plan provides for different benefit formulas for employees (1) hired by Great Plains Energy Incorporated (or one of its affiliates) before September 1, 2007, to reflect the choice employees were allowed to make between maintaining their existing benefit structure or receiving a slightly lower pension benefit but eligible to receive a larger employer contribution under the Great Plains Energy 401(k) Plan and (2) employees hired by Great Plains Energy Incorporated (or one of its affiliates) on or after September 1, 2007.

Effective January 1, 2014, the Plan was amended to exclude from being an Active Participant any individual who is ineligible to participate (which includes for this purpose both eligibility to enter and eligibility to accrue additional benefits) in the Great Plains Energy Incorporated Non-Union Pension Plan. As a result of and effective upon the consummation of Great Plains Energy Incorporated's merger into Evergy, Inc., the plan was subsequently renamed the "Evergy, Inc. Supplemental Executive Retirement Plan" (the "Plan") and restated herein.

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## ARTICLE I

### DEFINITIONS

1.1 Definitions. For purposes of this Plan, the following terms have the following meanings:

**“Active Participant”** means, with respect to a Plan Year, any employee of the Company (i) who is an officer of the Company, or (ii) who is an assistant officer of the Company and is designated by the Board to be an Active Participant. Notwithstanding anything in the Plan to the contrary, in no event may an individual be an Active Participant after December 31, 2013 if such individual is ineligible to participate (which for this purpose means ineligible to enter and accrue additional benefits) in the Basic Plan.

**"Basic Plan"** means the Evergy, Inc. Non-Union Pension Plan, as amended. Except as otherwise provided in this Plan, the following terms will have the same meaning as in the Basic Plan:

- Actuarial Equivalent
- Base Compensation
- Early Retirement Date
- Normal Retirement Date
- Plan Year
- Single Life Pension
- Years of Credited Service

**"Board"** means the Board of Directors of Evergy, Inc.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Committee"** means the Compensation and Leadership Development Committee (or successor to such Committee) of the Board.

**"Company"** means Evergy, Inc. (a successor to Great Plains Energy Incorporated due to Great Plains Energy Incorporated's merger into Evergy, Inc.), or its successor and any wholly-owned subsidiary that has adopted, and whose employees participate in, the Basic Plan; provided, however, that for purposes of Section 6.4, "Company" refers solely to Evergy, Inc., its predecessor or its successor.

**"Converted Participant"** means a Participant who was hired by the Company before September 1, 2007 and elected in 2007 to receive a reduced future rate of benefit accrual under the Basic Plan.

**"Frozen SERP"** means the Great Plains Energy Incorporated Frozen Supplemental Executive Retirement Plan attached hereto as Appendix C.

**"Merger Effective Date"** means the effective date of the merger of Great Plains Energy Incorporated into Evergy, Inc.

**"Original Plan"** means the Kansas City Power & Light Supplemental Executive Retirement and Deferred Compensation Plan effective November 2, 1993.

**"Participant"** means an individual who is or has been an Active Participant and who has not received his entire benefit under this Plan. A Participant can be a Converted Participant, a Post-2007 Participant or a Stationary Participant. Individuals who were continuing to accrue a benefit under the Frozen SERP as of December 31, 2004 are also Participants in this Plan.

**"Plan"** means this Evergy, Inc. Supplemental Executive Retirement Plan. This Plan document becomes operative upon the Merger Effective Date and is a continuation in all respects

of the Great Plains Energy Incorporated Supplemental Executive Retirement Plan (as Amended and Restated for I.R.C. § 409A).

**"Post-2007 Participant"** means a Participant that is hired by the Company on or after September 1, 2007.

**"Separation from Service" or "Separates from Service"** means a Participant's death, retirement or other termination of employment with the Company. A Separation from Service will not occur if a Participant is on military leave, sick leave or other bona fide leave of absence (such as temporary employment by the government) if the period of such leave does not exceed six months, or if longer, as long as the Participant has a right (either by contract or by statute) to reemployment with the Company. "Separation from Service" will be interpreted in a manner consistent with Code Section 409A(a)(2)(A)(i).

**"Specified Employee"** means a Participant that would be a "specified employee" as defined in Code Section 409A(a)(2)(B)(i) and Department of Treasury regulations and other interpretive guidance issued thereunder. Effective January 1, 2008, for purposes of this definition, the "specified employee effective date" and the "specified employee identification date" for purposes of identifying each Specified Employee are established and memorialized in the Company's "I.R.C. § 409A Specified Employee Policy" as the same may be modified from time to time in accordance with the rules and regulations of Code Section 409A.

**"Stationary Participant"** means a Participant who was hired by the Company before September 1, 2007 and elected in 2007 to maintain his current level of benefits under the Basic Plan.

**"Surviving Spouse"** means a Participant's surviving spouse who is eligible to receive a surviving spouse's benefit under the Basic Plan.

**"Years of Benefit Service"** means, except as otherwise provided in Sections 3.4 and 3.7, the sum of:

(i) the Years of Credited Service (including fractions thereof) an Active Participant is credited with under the Basic Plan except that any Years of Credited Service incurred after a Participant ceases to be an Active Participant due to the Participant having ceased to remain an officer or assistant officer of the Company will not be counted under this Plan unless such Participant again becomes an Active Participant; and

(ii) where a Participant receives benefits under the Company's Long-Term Disability Plan for a period of time but returns as an Active Participant before his Normal Retirement Date, the Years of Credited Service the Participant would have incurred under the Basic Plan had he been an Active Participant and been working on a full-time basis during such period of disability.

For example and for illustration purposes only, assume (1) an individual has been employed by the Company for fifteen years and, in the sixteenth year of the individual's employment, the individual becomes an officer of the Company, (2) the individual works for an additional five years as an officer of the Company, and (3) the individual ceases to be an officer (or an assistant officer) of the Company and works for an additional five years. For purposes of this Plan, the individual will have 20 Years of Benefit Service.

1.2 General Interpretive Principles. (a) Words in the singular include the plural and vice versa, and words of one gender include the other gender, in each case, as the context requires; (b) references to Sections are references to the Sections of this Plan unless otherwise specified; (c) the word "including" and words of similar import when used in this Plan mean "including, without limitation," unless otherwise specified; and (d) any reference to any U.S. federal, state,

or local statute or law will be deemed to also refer to all amendments or successor provisions thereto, as well as all rules and regulations promulgated under such statute or law, unless the context otherwise requires.

## **ARTICLE II**

### **ELIGIBILITY FOR BENEFITS**

2.1 Except as provided in Section 2.2, each Participant will receive a supplemental retirement benefit in accordance with the terms of this Plan.

2.2 Notwithstanding any provision of this Plan to the contrary,

(a) this Plan will not affect the rights and benefits of any person who was not an employee of the Company on or after April 1, 2000, as such person's rights and benefits, if any, or the rights and benefits of such person's spouse or beneficiaries will be governed by the Original Plan; and

(b) this Plan will not affect the rights and benefits of any person who was an employee on or after April 1, 2000 but not an employee after December 31, 2004, as such person's rights and benefits, if any, or the rights and benefits of such person's spouse or beneficiaries will be governed by the Frozen SERP.

## **ARTICLE III**

### **AMOUNT AND FORM OF RETIREMENT BENEFITS**

3.1 Normal Retirement. A Participant's monthly supplemental retirement benefit payable under the Plan as a Single Life Pension at the Participant's Normal Retirement Date will depend on whether the Participant is a "Stationary Participant," a "Converted Participant" or a "Post-2007 Participant."



3.1.1 Normal Retirement – Stationary Participant. A Stationary Participant's monthly supplemental retirement benefit payable under the Plan as a Single Life Pension at the Stationary Participant's Normal Retirement Date will be equal to (1) the sum of two portions, the first of which is described in Paragraph (a) and the second of which is described in Paragraph (b) of this Section 3.1.1 reduced by (2) the amount determined in Paragraph (c) of this Section 3.1.1.

(a) The first of those portions will make up for the difference between an accrual rate of 2% and an accrual rate of 1 2/3% under the Basic Plan for each of the Stationary Participant's Years of Benefit Service.

(b) The second portion will make up for the benefit otherwise lost to the Stationary Participant under the Basic Plan (assuming for this purpose that the Basic Plan benefit is based on an accrual rate of 2% rather than 1 2/3%) due to:

(i) compensation deferred under the Evergy, Inc. Nonqualified Deferred Compensation Plan (formerly named the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A)), the Frozen NQDC Plan, or under Section VI of the Original Plan,

(ii) any amounts disregarded under the Basic Plan pursuant to the provisions of Code Sections 401(a)(17), 415, or similar provisions restricting the amount of compensation or benefits that may be considered under plans qualified pursuant to Code Section 401(a), and

(iii) any forfeiture of benefits under the Basic Plan due to lack of vesting, but only in the event that the forfeiture of benefit under the Basic Plan due to the lack of vesting is not otherwise paid to the Stationary Participant under Subparagraph (a)(iii) of Section 3

of the Change in Control Severance Agreement (or any equivalent provision in a successor or similar document) entered into by the Company and the Stationary Participant.

(c) The sum of the amount determined in (a) and (b) will be reduced by the amount of the Stationary Participant's monthly supplemental retirement benefit he or she is entitled to receive under the Frozen SERP, payable under the Frozen SERP as a Single Life Pension at the Participant's Normal Retirement Date. If a Stationary Participant was a former employee of the Company (and an Active Participant in the Plan) and then rehired by the Company, the sum of the amount determined in (a) and (b) will be further reduced by any amounts the Stationary Participant received under this Plan in connection with such Participant's earlier Separation from Service.

3.1.2 Normal Retirement – Converted Participant. A Converted Participant's monthly supplemental retirement benefit payable under the Plan as a Single Life Pension at the Converted Participant's Normal Retirement Date will be equal to (1) the sum of two portions, the first of which is described in Paragraph (a) and which further consists of a "Pre-2008 Benefit" and a "Post-2007 Benefit" and the second of which is described in Paragraph (b) of this Section 3.1.2, reduced by (2) the amount determined in Paragraph (c) of this Section 3.1.2.

(a) The first of those portions will make up for the difference between the accrual rates under this Plan (both before and after the Converted Participant elected to change future benefit accruals under the Basic Plan) and the accrual rate under the Basic Plan for each of the Converted Participant's Years of Benefit Service, and for the difference between computations of monthly salary using computation periods of more than 36 consecutive months rather than of 36 consecutive months. For all of a Converted

Participant's Years of Benefit Service accrued as of December 31, 2007, this Section 3.1.2(a) will make up for the difference between an accrual rate of 2% and an accrual rate of 1-2/3% under the Basic Plan (the "Pre-2008 Benefit"). For all of a Converted Participant's Years of Benefit Service after December 31, 2007, this Section 3.1.2(a) will make up for the difference between an accrual rate of 1.58% and an accrual rate of 1.25% under the Basic Plan (the "Post-2007 Benefit").

(b) The second portion will make up for the benefit otherwise lost to the Converted Participant under the Basic Plan (assuming for this purpose that the increased accrual rates set forth above in determining a Converted Participant's Pre-2008 Benefit and Post-2007 Benefit were the applicable accrual rates under the Basic Plan during the relevant years) due to:

(i) compensation deferred under the Evergy, Inc. Nonqualified Deferred Compensation Plan (formerly named the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A)), the Frozen NQDC Plan, or under Section VI of the Original Plan,

(ii) any amounts disregarded under the Basic Plan pursuant to the provisions of Code Sections 401(a)(17), 415, or similar provisions restricting the amount of compensation or benefits that may be considered under plans qualified pursuant to Code Section 401(a), and

(iii) any forfeiture of benefits under the Basic Plan due to lack of vesting, but only in the event that the forfeiture of benefit under the Basic Plan due to the lack of vesting is not otherwise paid to the Converted Participant under Subparagraph (a)(iii) of Section 3

of the Change in Control Severance Agreement (or any equivalent provision in a successor document) entered into by the Company and the Converted Participant.

(c) The sum of the amount determined in (a) and (b) will be reduced by the amount of the Converted Participant's monthly supplemental retirement benefit he or she is entitled to receive under the Frozen SERP, as if it were paid under the Frozen SERP as a Single Life Pension at the Converted Participant's Normal Retirement Date. If a Converted Participant was a former employee of the Company (and an Active Participant in the Plan) and then rehired by the Company, the sum of the amount determined in (a) and (b) will be further reduced by any amounts the Converted Participant received under this Plan in connection with such Participant's earlier Separation from Service.

3.1.3 Normal Retirement – Post-2007 Participant. A Post-2007 Participant's monthly supplemental retirement benefit payable under the Plan as a Single Life Pension at the Post-2007 Participant's Normal Retirement Date will be equal to (1) the sum of two portions, the first of which is described in Paragraph (a) of this Section 3.1.3 and the second of which is described in Paragraph (b) of this Section 3.1.3, reduced by (2) any amount described in Paragraph (c) of this Section 3.1.3.

(a) The first of those portions will make up for the difference between an accrual rate of 1.58% and an accrual rate of 1.25% under the Basic Plan for each of the Participant's Years of Benefit Service, and for the difference between computations of monthly salary using computation periods of more than 36 consecutive months rather than of 36 consecutive months.

(b) The second portion will make up for the benefit otherwise lost to the Post-2007 Participant under the Basic Plan (assuming for this purpose that the Basic Plan benefit is based on an accrual rate of 1.58% rather than 1.25%) due to:

(i) compensation deferred under the Evergy, Inc. Nonqualified Deferred Compensation Plan (formerly named the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A)),

(ii) any amounts disregarded under the Basic Plan pursuant to the provisions of Code Sections 401(a)(17), 415, or similar provisions restricting the amount of compensation or benefits that may be considered under plans qualified pursuant to Code Section 401(a), and

(iii) any forfeiture of benefits under the Basic Plan due to lack of vesting, but only in the event that the forfeiture of benefit under the Basic Plan due to the lack of vesting is not otherwise paid to the Post-2007 Participant under Subparagraph (a)(iii) of Section 3 of the Change in Control Severance Agreement (or any equivalent provision in a successor document) entered into by the Company and the Post-2007 Participant.

(c) If a Post-2007 Participant was a former employee of the Company (and an Active Participant in the Plan) and then rehired by the Company, the sum of the amount determined in (a) and (b) will be further reduced by any amounts the Post-2007 Participant received under this Plan in connection with such Participant's earlier Separation from Service.

### 3.2 Benefits Payable Prior to Normal Retirement Date.

3.2.1 Stationary Participant. In the event a Stationary Participant terminates employment with the Company before reaching his Normal Retirement Date, the monthly supplemental retirement benefit payable under the Plan will be determined by computing the monthly retirement benefit necessary to make up for the difference in accrual rates described in Paragraph 3.1.1(a), for the benefit otherwise lost to the Stationary Participant due to the factors described in Paragraph 3.1.1(b), and, for the difference between computations of monthly salary using computation periods of more than 36 consecutive months rather than of 36 consecutive months, reduced to reflect the Frozen SERP benefit described in Paragraph 3.1.1(c), and then, if the Stationary Participant is receiving his supplemental retirement benefit prior to the first day of the month next following his or her 62<sup>nd</sup> birthday, further reduced to reflect the early payment of the benefit and the Participant's younger age in the same circumstances and to the same extent as the Single Life Pension under the Basic Plan would be reduced to reflect these factors if the benefit under the Basic Plan were paid at the same time as the payment under this Plan. Effective December 8, 2009 and solely for the purpose of calculating and applying the early retirement reduction factors in this Section, all benefits shall be deemed to commence on the first day of the month next following the date the benefits actually commence. The result of the above calculation is that subparagraph (a), (b) or (c), below, whichever is applicable, will apply:

(a) There will be no early retirement reduction factor applied to the retirement benefit of a Stationary Participant who has satisfied all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit.

(b) The Basic Plan's early retirement reduction factor of .25% per month for each month such benefit commences before the first day of the month next following the Stationary Participant's 62<sup>nd</sup> birthday, will apply to the retirement benefit of a Stationary Participant who does not satisfy all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit, and (A) whose employment with the Company terminates on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday, or (B) whose employment with the Company terminates on or after his or her 50<sup>th</sup> birthday and before the first day of the month in which his or her 55th birthday falls but whose benefit under this Plan will not commence until on or after the first day of the month in which his or her 55th birthday falls, (disregarding for the purposes of this clause (B) any delay in benefit commencement under Section 4.2(c)).

(c) No early retirement subsidy of any kind shall apply to:

- (i) a Stationary Participant who terminates employment with the Company before his or her 50<sup>th</sup> birthday; or
- (ii) a Stationary Participant who (A) terminates employment with the Company before the first day of the month in which his or her 55th birthday falls, (B) receives or begins receiving his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls (or would have received or begun to receive his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls but for the delay in benefit commencement under Section 4.2(c)), and (C) does not satisfy all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit.

3.2.2 Converted Participant. In the event a Converted Participant terminates employment with the Company before reaching his or her Normal Retirement Date, the monthly supplemental retirement benefit payable under the Plan will be determined by computing the monthly retirement benefit necessary to make up for the difference in accrual rates described in Paragraph 3.1.2(a), for the benefit otherwise lost to the Participant due to the factors described in Paragraph 3.1.2(b), and for the difference between computations of monthly salary using computation periods of more than 36 consecutive months rather than of 36 consecutive months, reduced to reflect the Frozen SERP benefit described in Paragraph 3.1.2(c), and then, if the Converted Participant is receiving his supplemental retirement benefit prior to the first day of the month next following his or her 62<sup>nd</sup> birthday, further reduced to reflect the early payment of the benefit and the Converted Participant's younger age in the same circumstances and to the same extent as the Single Life Pension under the Basic Plan would be reduced to reflect these factors if the benefit under the Basic Plan were paid at the same time as the payment under this Plan. Effective December 8, 2009 and solely for the purpose of calculating and applying the early retirement reduction factors in this Section, all benefits shall be deemed to commence on the first day of the month next following the date the benefits actually commence. The result of the above calculation is that subparagraph (a)(i), (ii) or (iii) below, whichever is applicable, will apply to the Converted Participant's Pre-2008 Benefit and that subparagraph (b)(i) or (ii) below, whichever is applicable, will apply to the Converted Participant's Post-2007 Benefit:

- (a) The Converted Participant's Pre-2008 Benefit will be subject to (i), (ii) or (iii) below:



(i) There will be no early retirement reduction factor applied to a Converted Participant's Pre-2008 Benefit who has satisfied all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit.

(ii) The Basic Plan's early retirement reduction factor of .25% per month for each month such benefit commences before the first day of the month next following the Converted Participant's 62<sup>nd</sup> birthday will apply to a Converted Participant's Pre-2008 Benefit who does not satisfy all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit, and (A) whose employment with the Company terminates on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday, or (B) whose employment with the Company terminates on or after his or her 50<sup>th</sup> birthday and before the first day of the month in which his or her 55th birthday falls but whose benefit under this Plan will not commence until on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday, disregarding for this purpose any delay in benefit commencement under Section 4.2(c).

(iii) No early retirement subsidy of any kind shall apply to the Pre-2008 Benefit of:

(A) a Converted Participant who terminates employment with the Company before his or her 50<sup>th</sup> birthday;

or

(B) a Converted Participant who (I) terminates employment with the Company before the first day of the month in which his or her 55th birthday falls, (II) receives or begins receiving his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls (or

would have received or begun to receive his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls but for the delay in benefit commencement under Section 4.2(c)), and (III) does not satisfy all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit.

(b) The Converted Participant's Post-2007 Benefit will be subject to (i) or (ii) below:

(i) The Basic Plan's early retirement reduction factor of .41666% per month will apply to the Post-2007 Benefit of a Converted Participant (A) whose employment with the Company terminates on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday, or (B) whose employment with the Company terminates on or after his or her 50<sup>th</sup> birthday and before the first day of the month in which his or her 55th birthday falls but whose benefit under this Plan will not commence until on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday, disregarding for this purpose any delay in benefit commencement under Section 4.2(c).

(ii) No early retirement subsidy of any kind shall apply to the Post-2007 Benefit of:

(A) a Converted Participant who terminates employment with the Company before his or her 50<sup>th</sup> birthday;  
or

(B) a Converted Participant who (I) terminates employment with the Company before the first day of the month in which his or her 55th birthday falls, and (II) receives or begins receiving his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls (or would have received or begun to receive his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls but for the delay in benefit commencement under Section 4.2(c)).

3.2.3 Post-2007 Participant. In the event a Post-2007 Participant terminates employment with the Company before reaching his Normal Retirement Date, the monthly supplemental retirement benefit payable under the Plan will be determined by computing the monthly retirement benefit necessary to make up for the difference in accrual rates described in Paragraph 3.1.3(a), for the benefit otherwise lost to the Post-2007 Participant due to the factors described in Paragraph 3.1.3(b), and for the difference between computations of monthly salary using computation periods of more than 36 consecutive months rather than of 36 consecutive months, and, if the Post-2007 Participant's benefit commences before the first day of the month next following the Participant's 62<sup>nd</sup> birthday, reduced to reflect the early payment of the benefit and the Post-2007 Participant's younger age in the manner set forth below in subparagraphs (a) and (b) below. Effective December 8, 2009 and solely for the purpose of calculating and applying the early retirement reduction factors in this Section, all benefits shall be deemed to commence on the first day of the month next following the date the benefits actually commence.

(a) The Basic Plan's early retirement reduction factor of .41666% per month for each month such benefit commences before the first day of the month next following

the month in which the Post-2007 Participant's 62<sup>nd</sup> birthday will apply to either (A) a Post-2007 Participant's benefit whose employment with the Company terminates on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday or (B) a Post-2007 Participant's benefit whose employment with the Company terminates on or after his or her 50<sup>th</sup> birthday and before the first day of the month in which his or her 55th birthday falls but whose benefit under this Plan will not commence until on or after the first day of the month in which his or her 55th birthday falls and before the first day of the month next following his or her 62<sup>nd</sup> birthday, disregarding for this purpose any delay in benefit commencement under Section 4.2(c).

(b) No early retirement subsidy of any kind shall apply to:

(i) a Post-2007 Participant who terminates employment with the Company before his or her 50<sup>th</sup> birthday; or

(ii) a Post-2007 Participant who (A) terminates employment with the Company before the first day of the month in which his or her 55th birthday falls, and (B) receives or begins receiving his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls (or would have received or begun to receive his or her benefit under this Plan before the first day of the month in which his or her 55th birthday falls but for the delay in benefit commencement under Section 4.2(c)).

3.3 Delayed Retirement. The benefit payable under this Plan to any Participant who remains employed by the Company after his or her Normal Retirement Date shall be determined as follows:

(a) For a Participant who elects for benefits under this Plan to commence upon the Participant's Separation from Service, such Participant's benefit under this Plan will be the Participant's benefit calculated in the same manner as the benefit determined under Section 3.1, but as of his or her Separation from Service rather than Normal Retirement Date and without any actuarial adjustment for any delay in benefit commencement from such Normal Retirement Date.

(b) For a Participant who elected for benefits under this Plan to commence upon (x) his or her Normal Retirement Date or (y) the earlier of the Participant's Separation from Service or Normal Retirement Date:

(i) such benefit shall be payable on and calculated as of the Participant's Normal Retirement Date without any adjustment for additional Years of Credited Service or changes in compensation after his or her Normal Retirement Date; and

(ii) upon such Participant's subsequent Separation from Service, he or she shall receive an additional benefit (payable in the identical manner as the benefit payable upon the Participant's Normal Retirement Date) equal to (A) the benefit he or she would have received under Section 3.3(a) if his or her sole benefit under this Plan had been calculated as of and payable upon the Participant's Separation from Service, reduced by (B) the actuarial equivalent of the benefit such Participant received or is receiving pursuant to Section 3.3(b)(i).

3.4 Disability Benefit. A Participant who Separates from Service due to a total disability for which the Participant is eligible to receive benefits under the Company's Long-Term Disability Plan and who is not otherwise eligible for benefits under this Plan on account of returning to status as an Active Participant will be eligible for a supplemental retirement benefit.

The supplemental retirement benefit will commence on the Participant's Normal Retirement Date and the amount of benefit will be determined either in accordance with Section 3.1.1, 3.1.2 or 3.1.3 (as the case may be depending on whether the Participant was a Stationary Participant, a Converted Participant or Post-2007 Participant, respectively, at the time of the Participant's Separation from Service on account of Disability) except that his or her Years of Benefit Service will include the period from the date of Disability to the Participant's Normal Retirement Date. With respect to a Stationary Participant, in no event will Years of Credited Service or Years of Benefit Service in excess of 30 be considered.

3.5 Form of Payment. The Participant may elect the form in which benefits under the Plan are to be paid from the forms set forth in this Section, the value of each of which will be the Actuarial Equivalent of the value of each of the others. Except as provided in Section 4.1, payment will be made, in the case of a lump sum payment, or will begin, in the case of a pension, in accordance with the Participant's election made as provided in Section 3.6.

(a) Lump Sum Payment. This form provides the Participant with a one-time, single sum payment of the Participant's entire benefit under the Plan. Notwithstanding that the Basic Plan does not provide for lump sum benefits to Converted Participants or Post-2007 Participants, the Actuarial Equivalent lump-sum benefit of a Converted Participant or Post-2007 Participant under this Plan shall be determined by applying the same principles that would be applied in determining the Actuarial Equivalent lump sum benefits to a similarly situated Stationary Participant.

(b) Installment Annuity Payments. This form provides the Participant with a series of installment payments over the life of the Participant or, if elected by a Participant, the joint lives of the Participant and his spouse. To the full extent that each of the below

forms of annuity payments constitutes a "life annuity" as defined in Treasury Regulations § 1.409A-2(b)(2)(ii), a participant's change in designated beneficiary or a change in the form of payment from one type of life annuity to another will not be considered a change in the time and form of payment provided that any such change is made before any annuity payment has commenced and provided further that the annuities are Actuarially Equivalent applying reasonable actuarial methods and assumptions. The forms of annuity payments are as follows:

(i) Single Life Pension. A Single Life Pension pays the Participant a monthly pension only for as long as the Participant lives.

(ii) Single Life Pension with 60 Months Guaranteed. A Single Life Pension with 60 Months Guaranteed pays a monthly benefit for as long as the Participant lives. If the Participant dies before receiving 60 monthly payments, the Participant's beneficiary receives them for the remainder of the 60 months that were guaranteed.

(iii) Single Life Pension with 120 Months Guaranteed. A Single Life Pension with 120 Months Guaranteed pays the Participant a monthly benefit for as long as the Participant lives. If the Participant dies before receiving 120 monthly payments, the Participant's beneficiary receives them for the remainder of the 120 months that were guaranteed.

(iv) 100%, 75%, 50% and 25% Joint Pensions. A 100%, 75%, 50% or 25% Joint Pension pays the Participant a monthly benefit for as long as the Participant lives. If the Participant's spouse is living when the Participant dies, he or she receives a monthly pension equal to 100%, 75%, 50% or 25%, respectively, of the monthly pension the Participant received, for as long as he or she lives. If the Participant is not married as of

the date the Participant's pension commences, it will be paid to the Participant as a Single Life Pension. The term "spouse," as used in this form, means the person to whom the Participant is married on the date the Participant's pension commences.

### 3.6 Election of Form and Timing.

(a) Existing Election. Unless otherwise amended under Section 3.6(c) below, an Active Participant's existing election on January 1, 2005 relating to both timing and form of payment will continue to apply under this Plan.

(b) Initial Election. A new Active Participant in the Plan must, within 30 days of the date he or she becomes a Participant, elect the form his benefit under the Plan will be paid, and whether, subject to Section 4.2, payment is to commence upon:

- (i) The Participant's Separation from Service;
- (ii) The Participant's Normal Retirement Date;
- (iii) A designated anniversary of the Participant's Separation from Service;
- (iv) The later of the Participant's Separation from Service or a designated age; or
- (v) The earlier of the Participant's Separation from Service or the Participant's Normal Retirement Date.

(c) Section 409A Transition Election. During 2008, all Active Participants will be provided the opportunity to amend their existing election as to both when benefits under the Plan will be made or commence and the form that payments under the Plan will be made. In no event may an election in 2008 be effective to the extent such election (i) postpones



the payment(s) of benefits that otherwise could have commenced in 2008, (ii) accelerates into 2008 the payment(s) of benefits that otherwise would have been paid in 2009 or beyond.

(d) Elections for Converted Participants. A Converted Participant's election applies for both the Pre-2008 Benefit and any Post 2008 Benefit.

3.7 Years of Benefit Service for Certain Participants. Notwithstanding any provision of this Plan to the contrary, those individuals listed on Appendix A to this Plan will be credited with twice the number of Years of Benefit Service under this Plan for each Year of Credited Service (including fractions thereof) during which that person is an Active Participant. For illustration purposes only, if such an individual accrues 2.5 Years of Credited Service under the Basic Plan, such individual will be credited with 5 Years of Benefit Service under this Plan. However, to the extent an individual listed on Appendix A is a Stationary Participant, in no event will the number of Years of Benefit Service taken into account under this Plan exceed 30.

3.8 Coordination of Benefits Between Plan and Frozen SERP. Notwithstanding anything else herein to the contrary, to the extent that a Participant's aggregate SERP benefit under this Plan and the Frozen Plan equals or is less than such Participant's accrued Frozen SERP benefit as of December 31, 2004, none of the Participant's benefit will be subject to Code Section 409A and all of such benefit shall be paid under the Frozen SERP. In addition, nothing in this Plan or the Frozen SERP shall be interpreted as providing a minimum level of benefit to a Participant. Accordingly, to the extent that a Participant's aggregate SERP benefit under this Plan and the Frozen Plan is less than such Participant's accrued Frozen SERP benefit as of December 31, 2004, the Participant shall only be entitled to receive such lesser benefit. There is to be no duplication of benefits under the Frozen SERP and this Plan.

## ARTICLE IV

### PAYMENT OF RETIREMENT BENEFITS

#### 4.1 Form of Payment.

(a) Notwithstanding anything else in the Plan to the contrary, including a Participant's benefit election, if a Participant Separates from Service before the Participant attains age 50, the Participant's supplemental retirement benefit payable in accordance with Article III will be made in a lump sum payment.

(b) For Participants who Separate from Service after age 50, the supplemental retirement benefits payable in accordance with Article III will commence in the form elected by the Participant in his election form as provided in Section 3.6. In the event no valid election has been made, a Participant's supplemental retirement benefits will be paid in the form of a Single Life Pension commencing within 90 days following the Participant's Separation from Service.

#### 4.2 Timing of Payment of Retirement Benefits.

(a) Retirement Benefits. Notwithstanding anything else in the Plan to the contrary except if the Participant is a Specified Employee (in which case the payment will be delayed as provided below in Section 4.2(c)), including a Participant's benefit election, if a Participant Separates from Service before the Participant attains age 50, the Participant's lump sum supplemental retirement benefit payable in accordance with Article III will be made within 90 days following the Participant's Separation from Service. All other Participant's benefits under this Plan will commence at the time specified on the Participant's election. In the event no election has been timely made, a Participant's retirement benefits will commence within 90 days following his Separation from Service.

(b) Disability Benefits. All benefits that a Participant is entitled to receive under this Plan due to the Participant having Separated from Service on account of a total disability will commence on the Participant's Normal Retirement Date and will be paid in the form elected by the Participant.

(c) Delay for Specified Employees. Notwithstanding any other provision of the Plan to the contrary, with respect to any payment (i) to be made to a Participant who is a Specified Employee and (ii) that is made on account of the Specified Employee's Separation from Service (other than on account of the Participant's death or where such payment is otherwise payable more than six months after such Separation from Service (e.g., on the first anniversary of the Specified Employee's Separation from Service)), that payment must not be made (in the case of a lump sum payment) or must not commence (in the case of a series of installment payments) until the first business day of the 7<sup>th</sup> month following the month in which the Specified Employee Separates from Service. If benefits are delayed pursuant to this Section 4.2(c), then the amount of any such benefit shall be calculated as of the date of the Specified Employee's Separation from Service and,

(i) if the Participant elected to receive installment payments, on such first business day of the 7<sup>th</sup> month the first installment payment will include a catch-up payment equal to the sum of the amount of benefits that would have been paid during such six (6) month period but for the provisions of this Section 4.2(c) along with interest determined as set forth in Section 4.2(c)(iii) below on each such installment payment held in arrears during such six-month period based on the period of time from the date such installment payment would have been made to the first business day of the 7<sup>th</sup> month, and each

remaining installment payment will be paid according to the terms of the Plan and the Participant's payment election; or

(ii) if the Participant elected to receive a lump sum payment, such payment will be made on the first business day of the 7<sup>th</sup> month along with interest determined as set forth in Section 4.2(c)(iii) below for the six-month period such lump sum is delayed pursuant to this Section 4.2(c); and

(iii) the interest to be credited to a Participant's delayed payment(s) under this Section 4.2(c) shall be determined using the "First Segment Rate" (within the meaning of Section 430(h)(2)(C)(i) of the Code) in effect on the date of the Participant's Separation from Service.

(d) Surviving Spouse Benefit. If a Participant dies before supplemental retirement benefit payments commence under the Plan, the surviving spouse's benefit provided under Section 5.1 shall be paid within 90 days following the Participant's death.

## **ARTICLE V**

### **DEATH BENEFITS**

5.1 Payment to Surviving Spouse. If a Participant dies before supplemental retirement benefit payments commence under this Plan, the Participant's Surviving Spouse will receive a lump-sum payment equal to the Actuarial Equivalent of the pre-retirement survivor annuity payable under this Plan. For purposes of calculating the lump-sum value, the amount of the pre-retirement survivor annuity payable under this Plan will be equal to the amount of the qualified pre-retirement survivor annuity determined under the Basic Plan, but calculated by substituting the amount of the Participant's supplemental retirement benefit determined under Article III

(based on whether the Participant was a Stationary Participant, Converted Participant or a Post-2007 Participant) for the amount of the Participant's benefit under the Basic Plan.

5.2 Form and Timing of Payment to Surviving Spouse. A Surviving Spouse's benefit under Section 5.1 will be payable in a lump sum within 90 days following the Participant's death.

5.3 Frozen Plan Offset. For the avoidance of doubt, any death benefit the Participant's Surviving Spouse is eligible to receive under this Article V will be reduced by the death benefit, if any, the Participant's Surviving Spouse is eligible to receive under the Frozen SERP.

## **ARTICLE VI**

### **MISCELLANEOUS**

6.1 Plan Amendment and Termination The Board of Directors may, in its sole discretion, terminate, suspend, or amend this Plan at any time or from time-to-time, in whole or in part. However, no amendment or suspension of the Plan may affect a Participant's right or the right of a Surviving Spouse to benefits accrued up to the date of any amendment or termination, payable at least as quickly as is consistent with the Participant's election made as provided in Section 3.6, nor will any amendment that inadvertently results in any Participant becoming liable for any excise tax imposed under Code Section 409A be effective. In the event the Plan is terminated, the Committee will continue to administer the Plan until all amounts accrued have been paid. In no event may the termination of the Plan result in the distributions of benefits under the Plan unless the distribution on account of Plan termination would otherwise be permissible under Code Section 409A.

6.2 No Right to Employment. Nothing contained herein will confer upon any Participant the right to be retained in the service of the Company, nor may it interfere with the

right of the Company to discharge or otherwise deal with Participants without regard to the existence of this Plan.

6.3 No Administrator Liability. Neither the Committee nor any member of the Board nor any officer or employee of the Company may be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his own fraud or willful misconduct; nor may the Company be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Company.

6.4 Unfunded Plan. This Plan is unfunded, and constitutes a mere promise by the Company to make benefit payments in the future. The right of any Participant or Surviving Spouse to receive a distribution under this Plan will be an unsecured claim against the general assets of the Company. The Company may choose to establish a separate trust (the "Trust"), and to contribute to the Trust from time to time assets that will be held therein, subject to the claims of the Company's creditors in the event of the Company's insolvency, until paid to Plan Participants and Surviving Spouses in such manner and at such times as specified in the Plan. It is the intention of the Company that such Trust, if established, will constitute an unfunded arrangement, and will not affect the status of the Plan as an unfunded Plan for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The Trustee of the Trust may invest the Trust assets, unless the Committee, in its sole discretion, chooses either to instruct the Trustee as to the investment of Trust assets or to appoint one or more investment managers to do so.

6.5 Nontransferability. To the maximum extent permitted by law, no benefit under the Plan may be assignable or subject in any manner to alienation, sale, transfer, claims of creditors, pledge, attachment, or encumbrances of any kind.

6.6 I.R.C. § 409A. This Plan is intended to meet the requirements of Section 409A of the Code and may be administered in a manner that is intended to meet those requirements and will be construed and interpreted in accordance with such intent. All payments hereunder are subject to Section 409A of the Code and will be paid in a manner that will meet the requirements of Section 409A of the Code, including regulations or other guidance issued with respect thereto, such that the payment will not be subject to the excise tax applicable under Section 409A of the Code. Any provision of this Plan that would cause the payment to fail to satisfy Section 409A of the Code will be amended (in a manner that as closely as practicable achieves the original intent of this Plan) to comply with Section 409A of the Code on a timely basis, which may be made on a retroactive basis, in accordance with regulations and other guidance issued under Section 409A of the Code.

6.7 Participant's Incapacity. Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable properly to manage his financial affairs, may be paid to the legal representative of such person or may be applied for the benefit of such person in any manner which the Committee may select.

6.8 Plan Administrator. The Plan will be administered by the Committee or its designee, which may adopt rules and regulations to assist it in the administration of the Plan.

6.9 Claims Procedures. A request for a benefit under this Plan may be filed with the Chairperson of the Committee or his designee, on a form prescribed by the Committee. Such a

request, hereinafter referred to as a "claim," will be deemed filed when the executed claim form is received by the Chairperson of the Committee or his designee.

The Chairperson of the Committee or his designee will decide such a claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant will be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) A specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and
- (d) Appropriate information as to the steps to be taken if the claimant wishes to appeal his claim, including the period in which the appeal must be filed and the period in which it will be decided.

The notice will be furnished to the claimant within 90 days after receipt of the claim by the Chairperson of the Committee or his designee, unless special circumstances require an extension of time for processing the claim. No extension may be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension will be furnished to the claimant before the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

If a claim is denied, in whole or in part, the claimant may appeal the denial to the full Committee, upon written notice to the Chairperson thereof. The claimant may review documents



pertinent to the appeal and may submit issues and comments in writing to the Committee. No appeal will be considered unless it is received by the Committee within 90 days after receipt by the claimant of written notification of denial of the claim. The Committee will decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision will be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for deciding the appeal is required, written notice of the extension will be furnished to the claimant prior to the commencement of the extension. The Committee's decision will be in writing and will include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions upon which the decision is based.

6.10 Deliverables. Each Participant will receive a copy of the Plan and, if a Trust is established pursuant to Section 6.4, the Trust, and the Company will make available for inspection by any Participant a copy of any rules and regulations used in administering the Plan.

6.11 Disputes. If any contest or dispute arises as to amounts due to a Participant under this Plan, the Company will reimburse the Participant, on a current basis, all legal fees and expenses incurred by the Participant in connection with such contest or dispute; provided, however, that in the event the resolution of any such contest or dispute includes a finding denying the Participant's claims, the Participant will be required immediately to reimburse the Company for all sums advanced to the Participant hereunder.

6.12 Binding Effect. This Plan is binding on the Company and will bind with equal force any successor of the Company, whether by way of purchase, merger, consolidation or otherwise.

6.13 Severability. If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

6.14 Governing Law. To the extent not superseded by the laws of the United States, this Plan will be construed according to the laws of the State of Missouri.

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This Plan is hereby restated effective as of the Merger Effective Date by a duly authorized officer of the Company.

EVERGY, INC.

By: /s/ Terry Bassham

Title: President and Chief Executive Officer

**APPENDIX A**

**ADDENDUM TO SECTION 3.7**

As referenced and subject to the terms of Section 3.7 of the Plan, the following individuals will be credited with twice the number of Years of Benefit Service under this Plan for each Year of Credited Service (including fractions thereof) during which the person is an Active Participant:

- (1) Michael J. Chesser
- (2) John Marshall

## **APPENDIX B**

### **DISTRIBUTIONS FOR PARTICIPANTS TERMINATING IN 2005**

Notwithstanding any other provision of this Plan or any election that may have been made by a Participant to the contrary, if a Participant who Separates from Service in 2005 elected to receive either a one-time, single-sum payment of the Participant's entire account or an annuity or series of payments, (i) all amounts credited to the Participant's account before 2005 are to be paid in accordance with such election, and (ii) all amounts credited to the Participant's account during 2005 will be paid in one-time, single-sum payment in 2005.

**GREAT PLAINS ENERGY INCORPORATED**  
**FROZEN SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

**Amended and Restated November 1, 2000 and Frozen effective December 31, 2004.**

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**GREAT PLAINS ENERGY INCORPORATED****FROZEN SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN****PREAMBLE**

The principal objective of this Frozen Supplemental Executive Retirement Plan is to ensure the payment of a competitive level of retirement income in order to attract, retain, and motivate selected executives, and to restore benefits accrued before December 31, 2004 which cannot be paid under the Company's Qualified Pension Plan due to restrictions on benefits, contributions, compensation, or the like imposed under that plan. The Company may, but is not required to, set aside funds from time to time to provide such benefits, and such funds may be held in a separate trust established for such purpose. This Plan is a successor to the supplemental executive retirement component of the Company's former Supplemental Executive Retirement and Deferred Compensation Plan (the "Prior Plan"), which was effective on November 2, 1993. It shall be effective as to each Participant on the date he or she becomes a Participant hereunder; provided, however, that the benefits of those individuals whose employment with the Company or any of its affiliates terminated prior to April 1, 2000, shall continue to be governed by the terms of the Prior Plan, and not the terms of this Plan. This Plan superseded the supplemental executive retirement component of the Prior Plan and all similar non-qualified supplemental executive retirement plans that were in existence as of November 1, 2000.

Effective December 31, 2004, this Plan was "frozen" such that (1) no person may become a Participant under this Plan after December 31, 2004, and (2) no additional benefits shall accrue under this Plan after December 31, 2004. All new participants eligible to participate in the Great Plains Energy Supplemental Executive Retirement Plan as of January 1, 2005 will participate in the "Great Plains Energy Incorporated Supplemental Executive Retirement Plan (as Amended and Restated for I.R.C. § 409A), and all accruals after December 31, 2004 will accrue under such amended and restated Plan.



**ARTICLE I****DEFINITIONS**

1.1 "**Active Participant**" means, with respect to a Plan Year, any employee of the Company (i) who is an officer appointed by the Board of Directors, or (ii) whose annualized Base Compensation exceeds the limitation imposed by Internal Revenue Code Section 401(a)(17) and regulations promulgated thereunder, as adjusted from time to time. For purposes of determining Years of Benefit Service pursuant to Section 1.10 of this Plan, an employee shall be deemed to have been an Active Participant with respect to any Plan Year in which he or she was a Participant for purposes of Sections II, III, IV, and V of the Prior Plan. After December 31, 2004, no employee may become an Active Participant in this Plan.

1.3 "**Basic Plan**" means the Great Plains Energy Incorporated Non-Union Pension Plan. Except as amended below, the following terms shall have the same meaning as set forth in the Basic Plan, as amended from time-to-time:

- Actuarial Equivalent
- Base Compensation
- Early Retirement Date
- Normal Retirement Date
- Plan Year
- Single Life Pension
- Years of Credited Service

Notwithstanding the above, the term "Base Compensation" only includes compensation recognized through December 31, 2004.

1.4 "**Board of Directors**" means the Board of Directors of Great Plains Energy Incorporated.

1.5 "**Committee**" means the Nominating & Compensation Committee (or successor to such Committee) of the Board of Directors.

1.6 "**Company**" means Great Plains Energy Incorporated or its successor and any wholly-owned subsidiary that has adopted, and whose employees participate in, the Basic Plan.

1.7 "**Participant**" means an individual who has become an Active Participant and who has not received his or her entire benefit under this Plan; provided, however, that individuals who were Participants for purposes of Sections II, III, IV, and V of the Prior Plan as of April 1, 2000, and whose employment with the Company had not terminated as of that date, shall be Participants in this Plan on that date.

1.8 "**Plan**" means this Great Plains Energy Company Frozen Supplemental Executive Retirement Plan.

1.9 "**Surviving Spouse**" means a Participant's surviving spouse who is eligible to receive a surviving spouse's benefit under the Basic Plan.

1.10 "**Years of Benefit Service**" means Years of Credited Service (including fractions thereof) during which an employee is an Active Participant. "Years of Benefit Service" shall include only a Participant's Years of Credited Service recognized through December 31, 2004.

**ARTICLE II****ELIGIBILITY FOR BENEFITS**

2.1 Except as provided in Sections 2.2 and 3.4, below, each Participant shall be eligible to receive a supplemental retirement benefit under this Plan beginning as soon as is practicable after the Participant terminates employment with the Company.

2.2 Notwithstanding any provision of this Plan to the contrary, the terms of this Plan and all subsequent amendments hereto shall not affect the rights and benefits of any person who is not an employee of the Company on or after April 1, 2000. The rights and benefits, if any, of such former employees (or spouses or beneficiaries of said former employees) shall continue to be governed by the terms of the Prior Plan as in effect on their date of termination, death, total disability, or retirement, whichever first shall have occurred.

**ARTICLE III****AMOUNT AND FORM OF RETIREMENT BENEFITS**

3.1 Normal Retirement. A Participant's monthly supplemental retirement benefit payable under the Plan as a Single Life Pension at the Participant's Normal Retirement Date shall be made up of the sum of two portions, the first of which is described in Paragraph (a) and the second of which is described in Paragraph (b) of this Section.

(a) The first of those portions shall make up for the difference between an accrual rate of two percent (2%) and an accrual rate of one and two-thirds percent (1 2/3%) for each of an Active Participant's Years of Benefit Service.

(b) The second portion shall make up for the benefit otherwise lost to an Active Participant under the Basic Plan (assuming for this purpose that the Basic Plan benefit is based on an accrual rate of 2% rather than 1 2/3%) due to:

(i) compensation deferred under the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan, or under Section VI of the Prior Plan,

(ii) any amounts disregarded under the Basic Plan pursuant to the provisions of Internal Revenue Code Sections 401(a)(17), 415, or similar provisions restricting the amount of compensation or benefits that may be considered under plans qualified pursuant to Internal Revenue Code Section 401(a), and

(iii) any forfeiture of benefits under the Basic Plan due to lack of vesting, but only to the extent the forfeiture reduces the amount to be paid under Subparagraph (b)(1) of Section 3 of the Restated Severance Agreement entered into by the Company and the Active Participant.

3.2 Benefits Payable Prior to Normal Retirement Date. In the event a Participant terminates employment with the Company before he or she reaches Normal Retirement Date, the monthly supplemental retirement benefit payable under the Plan shall be determined by computing the monthly retirement benefit necessary to make up for the

difference in accrual rates described in Section 3.1(a), for the benefit otherwise lost to the Participant due to the factors described in Paragraph 3.1(b) and (c), and for the difference between computations of monthly salary using computation periods of more than thirty-six (36) consecutive months rather than of thirty-six (36) consecutive months, reduced to reflect the early payment of the benefit and the Participant's younger age in the same circumstances and to the same extent as the Single Life Pension under the Basic Plan is reduced to reflect these factors. The result is that:

(a) There shall be no early retirement reduction factor applied to the retirement benefit of a Participant who has satisfied all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit,

(b) The Basic Plan's early retirement reduction factor of one quarter of one-percent (.25%) per month shall apply to the retirement benefit of a Participant who does not satisfy all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit, and whose employment with the Company terminates on or after his or her Early Retirement Date, and

(c) For the retirement benefit of a Participant who terminates employment with the Company before his or her Early Retirement Date, and without satisfying all of the requirements set forth in the Basic Plan for the Rule of 85 early retirement benefit, no early retirement subsidy of any kind shall apply.

3.3 Disability Retirement. A Participant whose employment with the Company terminates due to a total disability for which the Participant is eligible to receive benefits under the Company's Long-Term Disability Plan shall then be eligible for a supplemental

retirement benefit. The supplemental retirement benefit shall be determined in accordance with Sections 3.1 and 3.2, except that his or her Years of Benefit Service shall include the period from the date of disability to the Participant's Normal Retirement Date. In no event shall Years of Credited Service or Benefit Service in excess of 30 be considered.

3.4 Form of Payment. The Participant may elect the form in which benefits under the Plan are to be paid from the forms set forth in this Section, the value of each of which shall be the Actuarial Equivalent of the value of each of the others. Payment shall be made, in the case of a lump sum payment, or shall begin, in the case of a pension, in accordance with the Participant's election made as provided in Section 3.5.

(a) Lump Sum Payment. This form provides the Participant with a one-time, single sum payment of the Participant's entire benefit under the Plan.

(b) Single Life Pension. A Single Life Pension pays the Participant a monthly pension only for as long as the Participant lives.

(c) Single Life Pension with 60 Months Guaranteed. A Single Life Pension with 60 Months Guaranteed pays a monthly benefit for as long as the Participant lives. If the Participant dies before receiving 60 monthly payments, the Participant's beneficiary receives them for the remainder of the 60 months that were guaranteed.

(d) Single Life Pension with 120 Months Guaranteed. A Single Life Pension with 120 Months Guaranteed pays the Participant a monthly benefit for as long as the Participant lives. If the Participant dies before receiving 120 monthly payments, the Participant's beneficiary receives them for the remainder of the 120 months that were guaranteed.

(e) 100%, 75%, 66 2/3%, 50%, 33 1/3% and 25% Joint Pensions. A 100%, 75%, 66 2/3%, 50%, 33 1/3% or 25% Joint Pension pays the Participant a monthly benefit for as long as the Participant lives. If the Participant's spouse is living when the Participant dies, he or she receives a monthly pension equal to 100%, 75%, 66 2/3%, 50%, 33 1/3% or 25%, respectively, of the monthly pension the Participant received, for as long as he or she lives. If the Participant is not married as of the date the Participant's pension commences, it will be paid to the Participant as a Single Life Pension. The term "spouse," as used in this form, means the person to whom the Participant is married on the date the Participant's pension commences.

3.5 Election of Form and Timing. A new Active Participant in the Plan shall, within sixty (60) days of the date he or she becomes a Participant, elect the form in which he or she wishes the benefit under the Plan to be paid, and whether payment is to be made as soon as is practicable after termination of employment with the Company and, if not, the

anniversary of termination when payment is to be made. A Participant in the Plan as of April 1, 2000, shall make these elections no later than April 15, 2000. If such a Participant terminates employment with the Company within one (1) year of the date the election form is filed with the Company, the election shall have no effect, and the Participant's benefit under the Plan will be paid in the form of a Single Life Pension, if the Participant is then single, or in the form of a 50% Joint Pension, with the Participant's spouse as the survivor, if the Participant is then married.

3.6 Chief Executive Officer. In the case of a person who has served at least ten (10) years in the position of Chief Executive Officer of the Company, the two percent (2%) accrual rate referred to in Paragraph 3.1(a) shall be three percent (3%), and no early retirement reduction factor shall be applied. In no event shall the sum of the accrual rates used to determine a Participant's retirement benefits under the Basic Plan and this Plan exceed sixty percent (60%), so for a participant who is eligible for the special benefit for Chief Executive Officers described in the first sentence of this paragraph, the maximum number of Years of Benefit Service taken into account shall be twenty (20).



**ARTICLE IV****PAYMENT OF RETIREMENT BENEFITS**

4.1 Supplemental retirement benefits payable in accordance with Article III shall commence as provided in Section 2.1, and shall continue to be paid as required by the form in which the Participant's benefit is paid.

**ARTICLE V****DEATH BENEFITS**

5.1 If a Participant dies before supplemental retirement benefit payments commence under this Plan, the Participant's Surviving Spouse shall receive a pre-retirement survivor annuity under the Plan. The amount of the pre-retirement survivor annuity payable under this Plan shall be equal to the amount of the qualified pre-retirement survivor annuity determined under the Basic Plan, but calculated by substituting the amount of the Participant's supplemental retirement benefit determined under Article III for the amount of the Participant's benefit under the Basic Plan.

5.2 A Surviving Spouse's benefit under Section 5.1 shall be payable monthly; its duration shall be the same as that of the qualified pre-retirement survivor annuity payable under the Basic Plan.

**ARTICLE VI****MISCELLANEOUS**

6.1 The Board of Directors may, in its sole discretion, terminate, suspend, or amend this Plan at any time or from time-to-time, in whole or in part. However, no amendment or suspension of the Plan shall affect a Participant's right or the right of a Surviving Spouse to benefits accrued up to the date of any amendment or termination, payable at least as quickly as is consistent with the Participant's election made as provided in Section 3.5. In the event the Plan is terminated, the Committee will continue to administer the Plan until all amounts accrued have been paid.

6.2 Nothing contained herein shall confer upon any Participant the right to be retained in the service of the Company, nor shall it interfere with the right of the Company to discharge or otherwise deal with Participants without regard to the existence of this Plan.

6.3 Neither the Committee nor any member of the Board of Directors nor any officer or employee of the Company shall be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his or her own fraud or willful misconduct; nor shall the Company be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Company.

6.4 This Plan is unfunded, and constitutes a mere promise by the Company to make benefit payments in the future. The right of any Participant or Surviving Spouse to receive a distribution under this Plan shall be an unsecured claim against the general assets of the Company. The Company may choose to establish a separate trust (the "Trust"), and

to contribute to the Trust from time to time assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's insolvency, until paid to Plan Participants and Surviving Spouses in such manner and at such times as specified in the Plan. It is the intention of the Company that such Trust, if established, shall constitute an unfunded arrangement, and shall not affect the status of the Plan as an unfunded Plan for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The Trustee of the Trust shall invest the Trust assets, unless the Committee, in its sole discretion, chooses either to instruct the Trustee as to the investment of Trust assets or to appoint one or more investment managers to do so.

6.5 To the maximum extent permitted by law, no benefit under the Plan shall be assignable or subject in any manner to alienation, sale, transfer, claims of creditors, pledge, attachment, or encumbrances of any kind.

6.6 Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable properly to manage his or her financial affairs, may be paid to the legal representative of such person or may be applied for the benefit of such person in any manner which the Committee may select.

6.7 The Plan shall be administered by the Committee or its designee, which may adopt rules and regulations to assist it in the administration of the Plan.

6.8 A request for a Plan benefit shall be filed with the Chairperson of the Committee or his or her designee, on a form prescribed by the Committee. Such a request, hereinafter referred to as a "claim," shall be deemed filed when the executed claim form is received by the Chairperson of the Committee or his or her designee.

The Chairperson of the Committee or his or her designee shall decide such a claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant shall be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) A specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and
- (d) Appropriate information as to the steps to be taken if the claimant wishes to appeal his or her claim, including the period in which the appeal must be filed and the period in which it will be decided.

The notice shall be furnished to the claimant within 90 days after receipt of the claim by the Chairperson of the Committee or his or her designee, unless special circumstances require an extension of time for processing the claim. No extension shall be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension shall be furnished to the claimant before the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

If a claim is denied, in whole or in part, the claimant may appeal the denial to the full Committee, upon written notice to the Chairperson thereof. The claimant may review documents pertinent to the appeal and may submit issues and comments in writing to the

Committee. No appeal shall be considered unless it is received by the Committee within 90 days after receipt by the claimant of written notification of denial of the claim. The Committee shall decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision shall be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for deciding the appeal is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Committee's decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions upon which the decision is based.

6.9 Each Participant shall receive a copy of the Plan and, if a Trust is established pursuant to Section 6.4, the Trust, and the Company shall make available for inspection by any Participant a copy of any rules and regulations used in administering the Plan.

6.10 If any contest or dispute shall arise as to amounts due to a Participant under this Plan, the Company shall reimburse the Participant, on a current basis, all legal fees and expenses incurred by the Participant in connection with such contest or dispute; provided, however, that in the event the resolution of any such contest or dispute includes a finding denying the Participant's claims, the Participant shall be required immediately to reimburse the Company for all sums advanced to the Participant hereunder.

6.11 This Plan is binding on the Company and will bind with equal force any successor of the Company, whether by way of purchase, merger, consolidation or otherwise.

6.12 If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

6.13 To the extent not superseded by the laws of the United States, this Plan shall be construed according to the laws of the State of Missouri.

**EVERGY, INC.**

**NONQUALIFIED DEFERRED COMPENSATION PLAN**

(Formerly named the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan,  
as Amended and Restated for I.R.C. § 409A)

# EVERGY, INC.

## NONQUALIFIED DEFERRED COMPENSATION PLAN

(Formerly named the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan,  
as Amended and Restated for I.R.C. § 409A)

### Background and Purpose

Kansas City Power & Light Company ("KCPL") adopted the Kansas City Power & Light Supplemental Executive Retirement and Deferred Compensation Plan effective November 2, 1993 (the "Original Plan"), to provide opportunities for selected employees and members of KCPL's Board of Directors to defer the receipt of compensation. As part of a corporate restructuring and effective as of October 1, 2001, the Original Plan was divided into two separate plans, the "Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan" (the "Frozen NQDC Plan") and the Great Plains Energy Incorporated Supplemental Executive Retirement Plan (the "Frozen SERP").

As a result of the enactment of the American Jobs Creation Act of 2004, which, in part, created a new section of the Internal Revenue Code ("Code Section 409A") governing and requiring changes to nonqualified deferred compensation plans, Great Plains Energy Incorporated (i) froze the Frozen NQDC Plan (a copy of which is attached as Appendix B) as of December 31, 2004 such that no new participants entered the Plan and no new amounts (other than Earnings) accrued under the Plan after December 31, 2004 and (ii) adopted the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. § 409A) which plan, except for those changes required by Code Section 409A generally mirrored the terms of the Frozen NQDC Plan.

As a result of and effective upon the consummation of Great Plains Energy Incorporated's merger into Evergy, Inc., the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. § 409A) was restated to reflect such merger as this Evergy, Inc. Nonqualified Deferred Compensation Plan (the "Plan").

The Plan governs the payment of, and all administrative aspects related to amounts that (1) were not accrued and vested as of December 31, 2004 under the Frozen NQDC Plan and (2) have been or are contributed to this Plan on or after January 1, 2005. Certain operations of the Plan between December 31, 2004 and December 31, 2007, including those operations in 2005 memorialized in Appendix A, however, were completed in accordance with IRS Notice 2005-1 and in "good faith" compliance with the proposed Treasury Regulations issued under Code Section 409A.

Generally, the Plan was amended and restated effective January 1, 2005. However, several features, terms and conditions were effective January 1, 2008. These include: (1) the definition of Specified Employees; (2) the removal of the vesting schedule applicable to Company matching contributions; and (3) the changes made to Article III, relating to the Capital Accumulation Excess Benefit Provision. No duplication of benefits is to have resulted from the freeze of the Frozen NQDC Plan, the amendment and restatement of the Plan effective January 1, 2005 or the renaming of this Plan as of the Merger Effective Date. All existing elections under this Plan shall continue in effect without change and apply as elections under the Plan.



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**ARTICLE I**  
**DEFINITIONS**

1.1 Definitions. For purposes of this Plan, the following terms have the following meanings:

"**Base Salary**" means the annual salary, excluding Incentive Awards, paid by the Company to the Participant. A Participant's Base Salary for any year will not be limited by the provisions of Code Sections 401(a)(17), 401(k)(3)(A)(ii), 401(m)(2), 402(g)(1), 415, or similar provisions restricting the amount of compensation that may be considered, deferred, or matched under plans qualified pursuant to Code Section 401(a).

"**Board**" means the Board of Directors of the Company.

"**Capital Accumulation Plan**" means the Great Plains Energy Incorporated Capital Accumulation Plan, as in existence before January 1, 2008.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Committee**" means the Compensation and Leadership Development Committee (or successor to such Committee) of the Board.

"**Company**" means Evergy, Inc. (a successor to Great Plains Energy Incorporated due to Great Plains Energy Incorporated's merger into Evergy, Inc.), Great Plains Energy Services Incorporated, Great Plains Power Incorporated and Kansas City Power & Light Company or their successors. However, with respect to the term "Board," "Committee," and in Section 4.4, "Company" refers solely to Evergy, Inc., its predecessor or its successor.

"**Converted Participant**" means a Participant who was hired by the Company before September 1, 2007 and elected in 2007 to receive a reduced future rate of benefit accrual under the Company's Management Pension Plan in exchange for an increased matching contribution under the Employee Savings Plan.

**"Employee Savings Plan"** means the Evergy, Inc. Cash or Deferred Arrangement, as it may be amended from time to time.

**"Flexible Benefits Program"** means the flexible benefits arrangement agreed to and adopted by the Board on September 14, 1982, as it may be amended from time to time.

**"Incentive Award"** means any award under any bonus or incentive plan sponsored or maintained by the Company.

**"Merger Effective Date"** means the effective date of the merger of Great Plains Energy Incorporated into Evergy, Inc.

**"Participant"** means any employee selected for participation by the Chief Executive Officer of Evergy, Inc. or its predecessor, Great Plains Energy Incorporated. A Participant can be a Converted Participant, a Post-2007 Participant or a Stationary Participant. Except with respect to benefits provided under Section 2.5, the term "Participant" also includes members of the Board. Individuals will become Participants in the Plan as of the date they are so designated. Individuals who were Participants for purposes of Sections VI, VII, and VIII of the Original Plan as of April 1, 2000 and that were employees of the Company on or after January 1, 2005, will continue to be Participants in this Plan.

**"Plan"** means this Evergy, Inc. Nonqualified Deferred Compensation Plan. This Plan document is operative upon the Merger Effective Date and is a continuation in all respects of the Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A).

**"Post-2007 Participant"** means a Participant that is hired by the Company on or after September 1, 2007.

**"Separation from Service" or "Separates from Service"** means a Participant's death, retirement or other termination of employment with the Company. A Separation from Service will not occur if a Participant is on military leave, sick leave or other bona fide leave of absence (such as temporary employment by the government) if the period of such leave does not exceed six months, or if longer, as long as the Participant has a right (either by contract or by statute) to reemployment with the Company. "Separation from Service" will be interpreted in a manner consistent with Code Section 409A(a)(2)(A)(i).

**"Specified Employee"** means a Participant that would be a "specified employee" as defined in Code Section 409A(a)(2)(B)(i) and Department of Treasury regulations and other interpretive guidance issued thereunder. Effective January 1, 2008, for purposes of this definition, the "specified employee effective date" and the "specified employee identification date" are established and memorialized in the Company's "I.R.C. § 409A Specified Employee Policy" as the same may be modified from time to time in accordance with the rules and regulations of Code Section 409A.

**"Stationary Participant"** means a Participant who was hired by the Company before September 1, 2007 and elected in 2007 to maintain his or her current level of benefits under the Company's Management Pension Plan.

1.2 General Interpretive Principles. (a) Words in the singular include the plural and vice versa, and words of one gender include the other gender, in each case, as the context requires; (b) references to Sections are references to the Sections of this Plan unless otherwise specified; and (c) any reference to any U.S. federal, state, or local statute or law will be deemed to also refer to all amendments or successor provisions thereto, as well as all rules and regulations promulgated under such statute or law, unless the context otherwise requires.

**ARTICLE II**  
**DEFERRED COMPENSATION**

2.1 Deferral Elections. Before the beginning of any calendar year, a Participant may elect to defer the receipt of:

- (a) a specified dollar amount or percentage of the Participant's anticipated Base Salary (or director's fees) as in effect on January 1 of the year in which such salary or fees are to be deferred; and/or
- (b) a specified dollar amount or percentage of any anticipated Incentive Awards to be paid to the Participant for performance in the following calendar year.

If the Participant desires to make such an election, the election must be in writing on a form provided by the Company, and may indicate an election to defer a fixed percentage of up to 50 percent of Base Salary, and/or 100 percent of director's fees or any Incentive Awards. Alternatively, the Participant may elect to defer a fixed dollar amount of Base Salary and/or any Incentive Awards in increments of \$1,000, with a minimum deferral of \$2,000 and a maximum deferral of an amount equal to 50% of Base Salary and 100% of director's fees or any Incentive Awards. An individual who first becomes a Participant in this Plan (and is not otherwise eligible nor has been eligible to participate in any other similar type of Plan that would be aggregated with this Plan under Code Section 409A) during a year may make a deferral election for the balance of the year in which the employee becomes a Participant, provided the election is made within 30 days after the day on which he or she becomes a Participant.

An election to defer compensation under this Article II applies only to compensation earned subsequent to the date the election is made. An election to defer compensation will be effective only for the year, or portion of the year, for which the election was made, and may not be terminated or changed during such year or portion of such year. If the Participant desires to continue the same

election from year to year, he or she must nevertheless make an affirmative election each year to defer compensation.

2.2 Contents of Deferral Election. A Participant's deferral election must indicate, with respect to amounts deferred pursuant to the election, a distribution event in accordance with Section 2.6 and the form of payment alternative in accordance with Section 2.7.

2.3 Separate Accounts. A separate account will be established for each Participant who defers compensation under this Article II. The Company will credit deferred Base Salary to the Participant's account each month at the time the nondeferred Base Salary is paid to the Participant. The Company will credit the Participant's account with a deferred Incentive Award annually at the time the Incentive Award is payable. Neither the Participant nor his or her designated beneficiary or beneficiaries has any property interest whatsoever in any specific Company assets as a result of this Plan.

2.4 Earnings Credits. The earnings rate each year upon which gains or losses on a Participant's account are credited (hereinafter "Earnings") will be a reasonable rate of interest based on the Company's weighted average cost of capital. The Earnings will be credited or debited to a Participant's account on a monthly basis, or at such other time or times as the Committee may determine. Earnings will continue to be credited to the balance of a Participant's account during the payout period elected pursuant to this Article II. The Earnings attributable to compensation deferred pursuant to a particular deferral election will be payable according to the same terms, conditions, limitations, and restrictions applicable to the compensation deferred pursuant to the deferral election. Any remaining payments will be re-computed annually to reflect the additional Earnings.

## 2.5 Company Contributions.

- (a) Matching Contributions. A Participant will be eligible to receive a matching contribution under this Section 2.5(a) only if the Participant defers the maximum amount allowed under Code Section 402(g) (ignoring any opportunity the Participant may have had to make catch-up contributions described in Section 414(v) of the Code) for such year.
- (i) For each Stationary Participant, the Company will credit to the Stationary Participant's account a matching contribution in an amount equal to 50% of the first 6% of the Base Salary deferred by the Participant under Section 2.1(a), but such amount will be reduced by the matching contribution made for the year to the Stationary Participant's account in the Employee Savings Plan. In no event will the total matching contributions in the Employee Savings Plan and this Plan exceed 3% of the Stationary Participant's Base Salary in any given year.
- (ii) For each Converted Participant and Post-2007 Participant, the Company will credit to such Participant's account a matching contribution in an amount equal to 100% of the first 6% of the Participant's Base Salary, bonus and incentive pay deferred by the Participant under Section 2.1(a), but such amount will be reduced by the matching contribution made for the year to the Converted Participant's or Post-2007 Participant's account in the Employee Savings Plan. In no event will the total matching contributions in the

Employee Savings Plan and this Plan exceed 6% of the Converted Participant's or Post-2007 Participant's Base Salary in any given year.

Any matching contributions under this Plan will be credited to the Participant's account on a monthly basis. For Stationary Participants, the matching contributions and Earnings thereon shall be subject to the following vesting schedule:

<b>Years of Service</b>	<b>Vested Percentage</b>
Less Than Two Years	0%
Two Years	20%
Three Years	40%
Four Years	60%
Five Years	80%
Six Years	100%

For Converted Participants and Post-2007 Participants, all matching contributions and Earnings thereon, including all matching and Earnings accrued before January 1, 2008, are 100% vested.

- (b) Additional Discretionary Company Contributions. From time to time, as determined appropriate by the Board, the Company may elect to make additional contributions (either discretionary, matching or both) to the Plan and may direct that such contributions be allocated among the accounts of those Participants that it may select. The Board may impose vesting



conditions and/or allocation conditions with respect to such additional contributions. No Participant shall have a right to compel the Company to make a contribution under this Section 2.5(b) and no Participant shall have the right to share in the allocation of any such contribution for any year unless selected by the Board, in its sole discretion. At the time any such additional contribution is made, the Board may provide that the additional amounts are to be paid at the same time as other amounts deferred under this Plan are paid to the Participant or a different time (in all cases compliant with Code Section 409A) as established by the Board.

2.6 Permissible Distribution Events A Participant may elect to defer receipt of amounts deferred pursuant to a deferral election until one of the following:

- (a) Subject to Section 4.12, the Participant's Separation from Service other than on account of death;
- (b) a specified age or date;
- (c) the Participant's death;
- (d) the earlier of (a) or (b) (*e.g.*, the earlier of Separation from Service or attainment of age 65); or
- (e) the later of (a) or (b) (*e.g.*, the later of Separation from Service or attainment of age 65) .

In all cases if no distribution event has occurred on the date of the Participant's death, the Participant's death will be the distribution event. If a Participant fails to designate a distribution event and the Participant is not a Specified Employee at the time of the Participant's Separation from Service, payment of amounts deferred pursuant to the Participant's deferral election will be

made (in the case of a lump sum) or commence (in the case of installments) on the 90<sup>th</sup> day after the Participant's Separation from Service. If a Participant fails to designate a distribution event, the Participant is a Specified Employee at the time of the Participant's Separation from Service and the Separation from Service is not on account of the Participant's death, payment of amounts deferred pursuant to the Participant's deferral election will commence on the first day of the 7<sup>th</sup> month after the month in which the Participant Separates from Service.

2.7 Permissible Forms of Payment. A Participant's deferral election must indicate the manner in which the amounts deferred pursuant to the election are to be paid upon a distribution event other than on account of a Participant's death. Upon a Participant's death, the form of payment is governed by Section 2.8(b), (c) and (d). Subject to this Section 2.7, the Participant may choose to have such amounts paid:

- (a) in a single lump-sum payment; or
- (b) in annual installments (of principal plus Earnings) over a period of 5 years, 10 years, or 15 years. Each annual installment will be equal to a fraction of the total remaining balance in the Participant's account, the numerator of which is 1 and the denominator is the total number of remaining installments, including the annual installment for which the amount is being calculated.

Notwithstanding a Participant's deferral election, single lump-sum payments will always be made to Participants (I) whose annual installments (regardless of whether such installments are being paid over 5, 10 or 15 years) will be less than \$5,000 per year or (II) who Separate from Service with the Company before attaining age 50. If a Participant fails to make an

election concerning the form of payment within the appropriate period of time, the payment will be made in a single lump sum.

Subject to Section 4.12, payments under this Article on account of deferral will be paid in full if the lump-sum option is chosen, or will begin to be paid in annual installments if an installment payment option is chosen, on the 30<sup>th</sup> day following the day the event occurred giving rise to the distribution, as elected by the Participant. If, on such 30<sup>th</sup> day, it is not administratively practicable to make or commence the payment(s), the payment(s) shall be made or commence as soon as administratively practicable.

Following the close of each year, or as soon thereafter as practicable, the Participant or the Participant's designated beneficiary or beneficiaries shall receive a statement of the Participant's deferred compensation account as of the end of such year.

## 2.8 Payment to Designated Beneficiaries.

- (a) *Designated Beneficiary.* At the time a Participant elects to defer compensation under this Plan, the Participant may designate a death beneficiary or beneficiaries, and may amend or revoke such designation at any time.
- (b) *Participant's Death Before Distribution Event.* If the Participant dies before any deferred amounts have been paid under this Plan, all amounts credited to the Participant's account will be paid to the Participant's designated beneficiary or beneficiaries, in a single lump-sum payment, on the 30<sup>th</sup> day following the date of the Participant's death.
- (c) *Participant's Death After Distribution Event.* If a Participant dies after payment of any deferred amounts has commenced, the balance of the

amounts credited to the Participant's account will continue to be paid to the Participant's beneficiary or beneficiaries at the same times and in the same form as the amounts were being paid to the Participant.

- (d) *Deceased Designated Beneficiary.* If a Participant is not survived by a designated beneficiary, the balance of the amounts due the Participant under the deferral election for which no surviving beneficiary exists will be paid in a single lump-sum payment to the Participant's estate on the 30<sup>th</sup> day following the date of the Participant's death. If, with respect to a particular deferral election, a Participant's last surviving designated beneficiary dies after the Participant, but before the balance of the amounts due the beneficiary under the deferral election have been paid, the balance will be paid in a single lump-sum payment to the estate of the last surviving designated beneficiary as soon as practicable after the beneficiary's death.

2.9 Subsequent Elections. The Committee, in its sole discretion, may permit a Participant, with respect to a distribution event, to later change the Participant's election as to when payment of benefits under this Plan with respect to such event would be made or commence and change the selected form of payment; provided, however, that: (a) the subsequent election is not effective until, at the earliest twelve months before it is to take effect; (b) other than with respect to payment on account of a Participant's death, the change results in a deferral of payment of at least five years from the earliest date the benefits, absent such a subsequent election, otherwise would have been paid or commenced on account of such event; and (c) where the Participant has elected payment after a specific number of years, the subsequent deferral election is made at least twelve months before the initial payment was scheduled.

2.10 409A Transition Election. All Participants in the Plan were permitted to amend their then current elections relating to both timing and form of payment before December 31, 2008.

### **ARTICLE III**

#### **CAPITAL ACCUMULATION PLAN EXCESS BENEFIT**

3.1 Effective January 1, 2008, no additional amounts were contributed to Participant's CAP Excess Benefits Account under the Plan. From January 1, 2005 through December 31, 2007, amounts were credited to a Participant's CAP Excess Benefit Account in accordance with the same manner as provided for in Section 3.1 of the Frozen NQDC Plan.

3.2 Benefits under the Participant's CAP Excess Benefit Account will be paid to the Participant as follows:

- (a) When the Participant Separates from Service (whether due to death, disability, retirement or other termination), the Participant will be paid in a single lump-sum payment. The payment will be equal to the amount credited to the CAP Excess Benefits Account, plus the additional amount credited to the CAP Excess Benefits Account under Section 3.2(b), below. Subject to Section 4.12, payment will be made on the 60<sup>th</sup> day after the close of the calendar year in which the Participant Separates from Service. If the Participant dies before payment is made, payment will be made to the Participant's beneficiary on the 30<sup>th</sup> day after the Participant's death. The Participant's beneficiary for the purposes of this Article III will be the Participant's beneficiary under the Capital Accumulation Plan.

- (b) The Participant's CAP Excess Benefits Account will be credited and debited with the same Earnings and in the same manner as provided for in Section 2.4.

## ARTICLE IV

### MISCELLANEOUS

4.1 Plan Amendment and Termination. The Board may, in its sole discretion, terminate, suspend, or amend this Plan at any time or from time-to-time, in whole or in part. However, no amendment or suspension of the Plan may affect a Participant's right or the right of a beneficiary to vested benefits accrued up to the date of any amendment or termination. In the event the Plan is terminated, the Committee will continue to administer the Plan until all amounts accrued and vested have been paid. In no event may the termination of the Plan result in distributions of benefits under the Plan unless such distribution on account of Plan termination would otherwise be permissible under Code Section 409A.

4.2 No Right to Employment. Nothing in this Plan gives any Participant the right to be retained in the service of the Company, nor will it interfere with the right of the Company to discharge or otherwise deal with Participants without regard to the existence of this Plan.

4.3 No Administrator Liability. Neither the Committee nor any member of the Board nor any officer or employee of the Company may be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his or her own fraud or willful misconduct; nor may the Company be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Company.

4.4 Unfunded Plan. This Plan is unfunded, and constitutes a mere promise by the Company to make benefit payments in the future. The right of any Participant, spouse, or beneficiary to receive a distribution under this Plan will be an unsecured claim against the general assets of the Company. The Company may choose to establish a separate trust (the "Trust"), and to contribute to the Trust from time to time assets to be held therein, subject to the claims of the Company's creditors in the event of the Company's insolvency, until paid to Plan Participants and beneficiaries in the manner and at the times as specified in the Plan. It is the intention of the Company that the Trust, if established, constitutes an unfunded arrangement, and will not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The Trustee of the Trust will invest the Trust assets, unless the Committee, in its sole discretion, chooses either to instruct the Trustee as to the investment of Trust assets or to appoint one or more investment managers to do so. The Committee may consult with Participants concerning the investment of Trust assets, but will reserve the right to invest and reinvest such assets in the manner it deems best.

4.5 Nontransferability. To the maximum extent permitted by law, no benefit under the Plan may be assignable or subject in any manner to alienation, sale, transfer, claims of creditors, pledge, attachment, or encumbrances of any kind.

4.6 Participant's Incapacity. Any amounts payable under the Plan to any person under legal disability or who, in the judgment of the Committee, is unable properly to manage his or her financial affairs, may be paid to the legal representative of that person or may be applied for the benefit of that person in any manner which the Committee may select.

4.7 Withholding. Any amounts paid to the Participant will be subject to income tax withholding or other deductions as may from time to time be required by federal, state, or local law.

4.8 Plan Administrator. The Plan shall be administered by the Committee or its designee, which may adopt rules and regulations to assist it in the administration of the Plan.

4.9 Claims Procedures. A request for a Plan benefit shall be filed with the Chairperson of the Committee or his or her designee, on a form prescribed by the Committee. Such a request, hereinafter referred to as a "claim," will be deemed filed when the executed claim form is received by the Chairperson of the Committee or his or her designee.

The Chairperson of the Committee or his or her designee shall decide such a claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant will be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) A specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and
- (d) Appropriate information as to the steps to be taken if the claimant wishes to appeal his or her claim, including the period in which the appeal must be filed and the period in which it will be decided.

The notice will be furnished to the claimant within 90 days after receipt of the claim by the Chairperson of the Committee or his or her designee, unless special circumstances require an



extension of time for processing the claim. No extension will be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension will be furnished to the claimant before the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

If a claim is denied, in whole or in part, the claimant may appeal the denial to the full Committee, upon written notice to the Chairperson thereof. The claimant may review documents pertinent to the appeal and may submit issues and comments in writing to the Committee. No appeal will be considered unless it is received by the Committee within 90 days after receipt by the claimant of written notification of denial of the claim. The Committee shall decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision will be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for deciding the appeal is required, written notice of the extension shall be furnished to the claimant before the commencement of the extension. The Committee's decision will be in writing and will include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions upon which the decision is based.

4.10 Deliverables. Each Participant will receive a copy of the Plan and, if a Trust is established pursuant to Section 4.4, the Trust, and the Company will make available for inspection by any Participant a copy of any rules and regulations used in administering the Plan.

4.11 Binding Effect. This Plan is binding on the Company and will bind with equal force any successor of the Company, whether by way of purchase, merger, consolidation or otherwise.

4.12 Delay for Specified Employees. Notwithstanding any other provision of this Plan to the contrary:

- (a) with respect to any payment to be made under Section 2.6 and 2.7 if (1) the Participant has elected his or her Separation from Service as the applicable Distribution Event, and (2) the Participant is a Specified Employee, then payment of any amounts will be made or commence no earlier than the first business day of the 7<sup>th</sup> month following the month in which the Participant Separates from Service; and
- (b) with respect to any payment to be made under Section 3.2, no payment may be made to a Participant who is a Specified Employee any earlier than the first business day of the 7<sup>th</sup> month following the month in which the Participant Separates from Service.

4.13 Severability. If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

4.14 I.R.C. § 409A. This Plan is intended to meet the requirements of Section 409A of the Code and may be administered in a manner that is intended to meet those requirements and will be construed and interpreted in accordance with such intent. All payments hereunder are subject to Section 409A of the Code and will be paid in a manner that will meet the requirements of Section 409A of the Code, including regulations or other guidance issued with respect thereto, such that the payment will not be subject to the excise tax applicable under Section 409A of the Code. Any provision of this Plan that would cause the payment to fail to satisfy Section 409A of the Code will be amended (in a manner that as closely as practicable achieves the original intent of this Plan) to

comply with Section 409A of the Code on a timely basis, which may be made on a retroactive basis, in accordance with regulations and other guidance issued under Section 409A of the Code.

4.15 Governing Law. To the extent not superseded by the laws of the United States, this Plan shall be construed according to the laws of the State of Missouri.

**DISTRIBUTIONS FOR PARTICIPANTS**  
**TERMINATED DURING 2005**

Notwithstanding any other provision of this Plan or any election that may have been made by a Participant to the contrary, if a Participant who Separates from Service in 2005 elected to receive either a one-time, single-sum payment of the Participant's entire account or an annuity or series of payments, (i) all amounts credited to the Participant's account before 2005 are to be paid in accordance with such election, and (ii) all amounts credited to the Participant's account during 2005 will be paid in one-time, single-sum payment in 2005.

**GREAT PLAINS ENERGY INCORPORATED**  
**NONQUALIFIED DEFERRED COMPENSATION PLAN**  
**Amended and Restated effective October 1, 2001**  
**and Frozen effective December 31, 2004**

**GREAT PLAINS ENERGY INCORPORATED****FROZEN NONQUALIFIED DEFERRED COMPENSATION PLAN****PREAMBLE**

The principal objective of this Frozen Nonqualified Deferred Compensation Plan is to provide opportunities for selected employees and members of the Board of Directors to defer the receipt of compensation. The Company may, but is not required to, set aside funds from time to time to provide such benefits, and such funds may be held in a separate trust established for such purpose. This Plan is a successor to the deferred compensation component of the Company's former Supplemental Executive Retirement and Deferred Compensation Plan (the "Prior Plan"), which was effective on November 2, 1993. It is effective as to each Participant on the date he or she becomes as a Participant hereunder. This Plan superseded the deferred compensation component of the Prior Plan and all similar nonqualified deferred compensation plans that may be in existence.

Effective December 31, 2004, this Plan was "frozen" such that (1) no person may become a Participant under this Plan after December 31, 2004, and (2) no additional deferrals (other than Earnings on existing deferrals) may be made under this Plan after December 31, 2004. All participants eligible to participate in the Great Plains Energy NonQualified Deferred Compensation Plan as of January 1, 2005 will participate in the "Great Plains Energy Incorporated NonQualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A) ("Amended 409A Plan"), and all amounts contributed to the Plan or that were initially contributed to this Frozen Plan but became vested after December 31, 2004 and all Earnings on such deferrals will be governed by the Amended 409A Plan.

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## ARTICLE I

### DEFINITIONS

1.1 "**Basic Plan**" means the Great Plains Energy Incorporated Management Pension Plan, as it may be amended from time to time.

1.2 "**Base Salary**" means the annual salary, excluding Incentive Awards, paid by the Company to the Participant. A Participant's Base Salary for any year shall not be limited by the provisions of Internal Revenue Code Sections 401(a)(17), 401(k)(3)(A)(ii), 401(m)(2), 402(g)(1), 415, or similar provisions restricting the amount of compensation that may be considered, deferred, or matched under plans qualified pursuant to Internal Revenue Code Section 401(a).

1.3 "**Board of Directors**" means the Board of Directors of the Company.

1.4 "**Capital Accumulation Plan**" means the Great Plains Energy Incorporated Capital Accumulation Plan, as it may be amended from time to time.

1.5 "**Committee**" means the Compensation and Development Committee (or successor to such Committee) of the Company's Board of Directors.

1.6 "**Company**" means Great Plains Energy Incorporated, Great Plains Energy Services Incorporated, Great Plains Power Incorporated and Kansas City Power & Light Company or their successors; provided, however, that for purposes of Sections 1.3, 1.5, 1.10, and 4.4, "Company" shall mean Great Plains Energy Incorporated or its successor.

1.7 "**Employee Savings Plus Plan**" means the Great Plains Energy Incorporated Cash or Deferred Arrangement ("Employee Savings Plus"), as it may be amended from time to time.



1.8 "**Flexible Benefits Program**" means the flexible benefits arrangement agreed to and promulgated by the Board of Directors by resolutions adopted September 14, 1982, as it may be amended from time to time.

1.9 "**Incentive Award**" means any award under any bonus or incentive plan sponsored or maintained by the Company.

1.10 "**Participant**" means any employee selected for participation by the Chief Executive Officer of the Company. For purposes of Sections 2.1 to 2.7, the term "Participant" shall also include members of the Board of Directors. Individuals shall become Participants in the Plan as of the date they are so designated; provided, however, that individuals who were Participants for purposes of Sections VI, VII, and VIII of the Prior Plan as of April 1, 2000, shall continue to be Participants in this Plan.

1.11 "**Plan**" means this Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. § 409A).

## **ARTICLE II**

### **DEFERRED COMPENSATION**

2.1 Prior to the beginning of any calendar year, a Participant may elect to defer the receipt of:

(a) a specified dollar amount or percentage of his or her anticipated Base Salary (or director's fees) as in effect on January 1 of the year in which such salary or fees are to be deferred; and/or

(b) a specified dollar amount or percentage of any anticipated Incentive Awards to be paid to the Participant for performance in the following calendar year.

If the Participant desires to make such an election, the election shall be in writing on a form provided by the Company, and shall indicate an election to defer a fixed percentage of up to 50 percent of Base Salary, and/or 100 percent of director's fees or any Incentive Awards. Alternatively, the Participant may elect to defer a fixed dollar amount of Base Salary and/or any Incentive Awards in increments of one thousand dollars, with a minimum deferral of \$2,000 and a maximum deferral of an amount equal to 50 percent of Base Salary and 100 percent of director's fees or any Incentive Awards. Base Salary may be deferred in a given year only if the Participant participates in the Company's Employee Savings Plus Plan to the maximum extent allowed for that year. An individual who first becomes a Participant during a year may make a deferral election for the balance of the year in which he or she becomes a Participant, provided the election is made on or before the 30<sup>th</sup> day after the day on which he or she becomes a Participant.

An election to defer compensation under this Article II shall apply only to compensation earned subsequent to the date the election is made. An election to defer compensation shall be effective only for the year, or portion of the year, for which the election was made, and may not be terminated or changed during such year or portion of such year. If the Participant desires to continue the same election from year to year, he or she must nevertheless make an affirmative election each year to defer compensation. No compensation may be withheld from a Participant's Base Salary or Incentive Awards under the Plan after December 31, 2004.

2.2 A separate account shall be established for each Participant who defers compensation under this Article II. Such account shall be credited with that portion of the Participant's compensation being deferred.

Deferred Base Salary shall be credited to the Participant's account each month at the time nondeferred Base Salary is paid to the Participant. A deferred Incentive Award shall be credited to the Participant's account annually at the time the award is payable. Neither the Participant nor his or her designated beneficiary or beneficiaries shall have any property interest whatsoever in any specific assets as a result of this Plan.

2.3 The Committee shall establish a means by which gains or losses on a Participant's account (hereinafter, "Earnings") are credited to each Participant's account. The method and manner of establishing such Earnings may be set forth in a separate trust which the Company may establish with respect to this Plan, and shall be reviewed from time to time by the Committee. Such Earnings shall be credited or debited to a Participant's account on a monthly basis, or at such other time or times as the Committee may determine.

Notwithstanding this Plan having been Frozen effective December 31, 2004, earnings continue to accrue under this Plan until amounts are distributed to a Participant.

2.4 A Participant's deferral election shall indicate, with respect to amounts deferred pursuant to the election, a deferral period in accordance with Section 2.5 and a distribution alternative in accordance with Section 2.6.

2.5 A Participant may elect to defer receipt of amounts deferred pursuant to a deferral election until one of the following:

(a) A stated date;

(b) A stated attained age; or

(c) A stated event (e.g., death) or events, or the earlier of two or more stated events (e.g., the earlier of death or attainment of age 65).

In the event a Participant fails to designate a deferral period hereunder, payment of amounts deferred pursuant to the Participant's deferral election shall commence within 90 days after the Participant's termination of employment.

Earnings shall continue to be credited to the balance of a Participant's account during the payout period elected pursuant to this Article II. The Earnings attributable to compensation deferred pursuant to a particular deferral election shall be payable according to the same terms, conditions, limitations, and restrictions applicable to the compensation deferred pursuant to the deferral election. Any remaining payments shall be re-computed annually to reflect the additional Earnings.

2.6 A Participant's deferral election shall indicate the manner in which the amounts deferred pursuant to the election are to be paid. The Participant may choose to have such amounts paid:

- (a) in a single lump-sum payment; or
- (b) in substantially equal monthly installments (of principal plus Earnings) over a period of 60 months certain, 120 months certain, or 180 months certain.

If a Participant fails to make an election concerning the form of payment, payment shall be made in a single lump sum.

Any amounts paid to the Participant shall be subject to income tax withholding or other deductions as may from time to time be required by federal, state, or local law. Payments under this Article on account of deferral shall be paid in full if the lump-sum option is chosen, or shall begin to be paid in monthly installments if a monthly payment option is chosen, within 30 days of the date elected by the Participant, or as soon thereafter as practicable.

Following the close of each year, or as soon thereafter as practicable, the Participant or the Participant's designated beneficiary or beneficiaries shall receive a statement of the Participant's deferred compensation account as of the end of such year.

2.7 At the time a Participant elects to defer compensation under this Plan, the Participant shall have the right to designate a death beneficiary or beneficiaries, and to amend or revoke such designation at any time. If the Participant dies before beginning to receive payment of amounts deferred pursuant to a given deferral election, the full amount due the Participant under said election shall be paid to the Participant's designated beneficiary or beneficiaries, in a single lump-sum payment, as soon as practicable after the Participant's death.

If a Participant dies after beginning to receive payment of amounts deferred pursuant to a given deferral election, the balance of the amounts which would have been paid under the deferral election to the Participant, but for his or her death, shall continue to be paid to the Participant's beneficiary or beneficiaries at the same times and in the same form as the amounts would have been paid to the Participant, but for his or her death. If a Participant is not survived by a designated beneficiary, the balance of the amounts due the Participant under the deferral election for which no surviving beneficiary exists shall be paid in a single lump-sum payment to the Participant's estate as soon as practicable following his or her death. If, with respect to a particular deferral election, a Participant's last surviving designated beneficiary dies after the Participant, but before the balance of the amounts due the beneficiary under the deferral election have been paid, the balance shall be paid in a single lump-sum payment to the estate of the last surviving designated beneficiary as soon as practicable after the beneficiary's death.

2.8 The Company shall credit to a Participant's account a matching contribution in an amount equal to 50% of the first 6% of the Base Salary deferred by the Participant under Section 2.1(a), but such amount shall be reduced by the matching contribution made for the year to the Participant's account in the Employee Savings Plus Plan. In no event shall the total matching contributions in the Employee Savings Plus Plan and this Plan exceed 3% of the Participant's Base Salary in any given year. Any matching contributions under this Plan shall be credited to the Participant's account on a monthly basis. The matching contributions and earnings thereon shall be subject to the following vesting schedule:

<b>Years of Service</b>	<b>Vested Percentage</b>
Less Than Two Years	0%
Two Years	20%
Three Years	40%
Four Years	60%
Five Years	80%
Six Years	100%

As of December 31, 2004, any matching contribution that is less than fully vested will be subject to the Amended 409A Plan.

### **ARTICLE III**

#### **CAPITAL ACCUMULATION PLAN EXCESS BENEFIT**

3.1 At the beginning of each calendar year or as soon thereafter as practicable, an amount will be credited to each Participant's CAP Excess Benefits Account under this Plan.

Such amount shall be equal to the Participant's total number of flex dollars for the year under the Flexible Benefits Program, minus:

(a) the maximum permissible contribution to the Capital Accumulation Plan for the year on behalf of the Participant; and

(b) the number of flex dollars used by the Participant during such year to purchase the benefits available to the Participant under the Flexible Benefits Program.

3.2 Benefits will be paid to the Participant as follows:

(a) When the Participant's employment is terminated (whether due to death, disability, retirement or other termination), a single lump-sum payment will be made. The payment shall be equal to the amount credited to the CAP Excess Benefits Account, plus the additional amount credited to the CAP Excess Benefits Account under Section 3.2(b), below. Payment will be made no later than the 60<sup>th</sup> day after the close of the calendar year in which the Participant's employment terminates. If the Participant dies before payment is made, payment shall be made to the Participant's beneficiary as promptly as possible after the Participant's death. The Participant's beneficiary for the purposes of this Article III shall be the Participant's beneficiary under the Capital Accumulation Plan.

(b) The Participant's CAP Excess Benefits Account shall be credited and debited with the same Earnings and in the same manner as provided for in Section 2.3 herein.

3.3 The CAP Excess Benefits provided in Section VIII of the Prior Plan superseded those provided in the Capital Accumulation Plan Excess Benefit Agreement,

and any amounts accrued under such Agreement are now subject to the provisions herein.

#### **ARTICLE IV**

##### **MISCELLANEOUS**

4.1 The Board of Directors may, in its sole discretion, terminate, suspend, or amend this Plan at any time or from time-to-time, in whole or in part. However, no amendment or suspension of the Plan shall affect a Participant's right or the right of a beneficiary to vested benefits accrued up to the date of any amendment or termination. In the event the Plan is terminated, the Committee will continue to administer the Plan until all amounts accrued and vested have been paid.

4.2 Nothing contained herein shall confer upon any Participant the right to be retained in the service of the Company, nor shall it interfere with the right of the Company to discharge or otherwise deal with Participants without regard to the existence of this Plan.

4.3 Neither the Committee nor any member of the Board of Directors nor any officer or employee of the Company shall be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his or her own fraud or willful misconduct; nor shall the Company be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Company.

4.4 This Plan is unfunded, and constitutes a mere promise by the Company to make benefit payments in the future. The right of any Participant, spouse, or beneficiary to receive a distribution under this Plan shall be an unsecured claim against the general



assets of the Company. The Company may choose to establish a separate trust (the "Trust"), and to contribute to the Trust from time to time assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's insolvency, until paid to Plan Participants and beneficiaries in such manner and at such times as specified in the Plan. It is the intention of the Company that such Trust, if established, shall constitute an unfunded arrangement, and shall not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The Trustee of the Trust shall invest the Trust assets, unless the Committee, in its sole discretion, chooses either to instruct the Trustee as to the investment of Trust assets or to appoint one or more investment managers to do so. The Committee may consult with Participants concerning the investment of Trust assets, but shall reserve the right to invest and reinvest such assets in the manner it deems best.

4.5 To the maximum extent permitted by law, no benefit under the Plan shall be assignable or subject in any manner to alienation, sale, transfer, claims of creditors, pledge, attachment, or encumbrances of any kind.

4.6 Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable properly to manage his or her financial affairs, may be paid to the legal representative of such person or may be applied for the benefit of such person in any manner which the Committee may select.

4.7 The Plan shall be administered by the Committee or its designee, which may adopt rules and regulations to assist it in the administration of the Plan.

4.8 A request for a Plan benefit shall be filed with the Chairperson of the Committee or his or her designee, on a form prescribed by the Committee. Such a request, hereinafter referred to as a "claim," shall be deemed filed when the executed claim form is received by the Chairperson of the Committee or his or her designee.

The Chairperson of the Committee or his or her designee shall decide such a claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant shall be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) A specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and
- (d) Appropriate information as to the steps to be taken if the claimant wishes to appeal his or her claim, including the period in which the appeal must be filed and the period in which it will be decided.

The notice shall be furnished to the claimant within 90 days after receipt of the claim by the Chairperson of the Committee or his or her designee, unless special circumstances require an extension of time for processing the claim. No extension shall be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension shall be furnished to the claimant before the end of the initial 90-day period.

The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

If a claim is denied, in whole or in part, the claimant may appeal the denial to the full Committee, upon written notice to the Chairperson thereof. The claimant may review documents pertinent to the appeal and may submit issues and comments in writing to the Committee. No appeal shall be considered unless it is received by the Committee within 90 days after receipt by the claimant of written notification of denial of the claim. The Committee shall decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision shall be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for deciding the appeal is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Committee's decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions upon which the decision is based.

4.9 Each Participant shall receive a copy of the Plan and, if a Trust is established pursuant to Section 4.4, the Trust, and the Company shall make available for inspection by any Participant a copy of any rules and regulations used in administering the Plan.

4.10 If any contest or dispute shall arise as to amounts due to a Participant under this Plan, the Company shall reimburse the Participant, on a current basis, all legal fees and expenses incurred by the Participant in connection with such contest or dispute; provided, however, that in the event the resolution of any such contest or dispute includes a finding denying the Participant's claims, the Participant shall be required immediately to reimburse the Company for all sums advanced to the Participant hereunder.

4.11 This Plan is binding on the Company and will bind with equal force any successor of the Company, whether by way of purchase, merger, consolidation or otherwise.

4.12 If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

4.13 To the extent not superseded by the laws of the United States, this Plan shall be construed according to the laws of the State of Missouri.

**WESTAR ENERGY, INC.  
NON-EMPLOYEE DIRECTOR  
DEFERRED COMPENSATION PLAN**

**Amended and Restated effective as of May 17, 2018**

**1. Purposes; History.**

The purpose of this Non-Employee Director Deferred Compensation Plan (the “**Plan**”) is to provide non-employee directors of Westar Energy, Inc. (the “**Company**”) with the opportunity to elect to defer receipt of specified portions of their director remuneration.

The Plan was initially adopted by the Board on September 15, 1990 and subsequently amended and restated in its entirety as of January 1, 1994, and further amended on May 17, 2000. Effective as of January 1, 2005 the Plan was again amended and restated in its entirety as of January 1, 2005, with all deferrals thereafter by Eligible Directors subject to the terms and conditions thereof. Effective as of May 17, 2018, the Plan was again amended and restated in its entirety to make certain changes related to adjustments in the event of changes in the capitalization of the Company.

**2. Definitions.**

In addition to the terms defined in Section 1 above, the following terms used in the Plan shall have the meanings set forth below:

(a) “**Administrator**” shall mean the Nominating and Corporate Governance Committee (or other comparable committee that oversees compensation of Eligible Directors) of the Board, unless otherwise determined by the Board. Any duty or responsibility allocated to the Administrator under the Plan may also be performed or exercised by the Board.

(b) “**Beneficiary**” shall mean any person (which may include trusts and is not limited to one person) who has been designated by the Participant in his or her most recent written beneficiary designation filed with the Company to receive the benefits specified under the Plan in the event of the Participant’s death. If no Beneficiary has been designated who survives the Participant’s death, then Beneficiary means any person(s) entitled by will or, in the absence thereof, the laws of descent and distribution to receive such benefits.

(c) “**Board**” shall mean the Board of Directors of the Company, or in the event of a corporate transaction involving the Company, the ultimate parent of the Company following such transaction.

(d) “**Code**” shall mean the Internal Revenue Code of 1986, as amended. References to any provision of the Code or regulation (including a proposed regulation) thereunder shall include any successor provisions or regulations.

(e) “**Cash Deferral Account**” shall mean the account or subaccount established and maintained by the Company for specified deferrals of cash compensation by a Participant, as described in Section 6. Cash Deferral Accounts will be maintained solely as bookkeeping entries by the Company to evidence unfunded obligations of the Company.

(f) “**Deferral Account**” shall mean a Cash Deferral Account or Stock Deferral Account, as applicable.

(g) “**Dividend Equivalents**” has the meaning given in Section 8 hereof.

(h) “**Eligible Director**” shall mean a current member of the Board who is not an employee of the Company.

(i) “**Participant**” shall mean any Eligible Director who participates or makes an election to participate in the Plan.

(j) “**Prime Rate**” shall mean the prime rate of interest in effect on the first business day of the applicable calendar year as such rate is reported by the Wall Street Journal (or, if no longer reported by the Wall Street Journal, such other nationally recognized publication as selected by the Administrator).

(k) “**Section 409A**” means section 409A of the Code and any Treasury Regulations promulgated under, or other administrative guidance issued with respect to, such Code section, as applicable to the Plan at the relevant time.

(l) “**Stock**” means the common stock of the Company or such other securities or rights economically related to the common stock or other capital stock or securities of the Company as may be designated by the Administrator, including restricted shares of the Company’s common stock and restricted share units. For the avoidance of doubt, the term “Stock” will also include any securities that the common stock of the Company is converted into as the result of a corporate transaction.

(m) “**Stock Deferral Account**” shall mean the account or subaccount established and maintained by the Company for specified deferrals of Stock compensation by a Participant, as described in Section 8. Stock Deferral Accounts will be maintained solely as bookkeeping entries by the Company to evidence unfunded obligations of the Company.

### **3. Administration.**

(a) The Administrator shall administer the Plan in accordance with its terms, and shall have all powers necessary to accomplish such purpose, including the power and authority to construe and interpret the Plan, to define the terms used herein, to prescribe, amend and rescind rules and regulations, agreements, forms, and notices relating to the administration of the Plan (including timing and manner of elections to be made with respect to participation in the Plan), and to make all other determinations necessary or advisable for the administration of the Plan. Any actions of the Administrator with respect to the Plan shall be conclusive and binding upon all persons interested in the Plan. The Administrator may appoint agents and delegate thereto powers and duties under the Plan, except as otherwise limited by the Plan.

(b) Each member of the Administrator shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or other employee of the Company or any subsidiary, the Company's independent certified public accountants, or any executive compensation consultant, legal counsel, or other professional retained by the Company to assist in the administration of the Plan. To the maximum extent permitted by law, no member of the Administrator, nor any person to whom ministerial duties have been delegated, shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Plan.

### **4. Eligibility.**

Each Eligible Director shall be eligible to participate in the Plan.

### **5. Provisions Relating to Participant Deferrals.**

(a) To the extent authorized by the Administrator, a Participant may elect to defer all or any portion of cash or Stock remuneration payable by the Company for the Participant's service as a member of the Board, including retainers, committee chair and meeting fees, and Stock awards, until such Participant ceases to be an Eligible Director or such other date or event as permitted under Section 409A and the rules established by the Board and uniformly applied. The Administrator may impose limitations on the amounts permitted to be deferred and other terms and conditions on deferrals under the Plan. Any such limitations, and other terms and conditions of deferral, shall be set forth in the rules relating to the Plan or election forms, other forms, or instructions published by the Administrator.

(b) Once an election form, properly completed, is received by the Administrator, the elections of the Participant shall be irrevocable; *provided, however*, that the Administrator may permit a Participant to amend, revoke, or supersede a prior election in such special circumstances that meet the requirements of Section 409A, as may be determined by the Administrator.

(c) An election to defer cash or Stock awards hereunder must be received by the Administrator prior to the date specified by the Administrator and in accordance with Section 409A.

#### **6. Cash Deferral Accounts.**

(a) One or more Cash Deferral Accounts will be established for each Participant, as determined by the Administrator. The amount of cash compensation deferred with respect to each Participant will be credited to a Cash Deferral Account for such Participant as of the date on which such amounts would have been paid to the Participant but for the Participant's election to defer receipt hereunder. The amounts of hypothetical income and appreciation and depreciation in value of such account, as applicable, will be credited and debited to, or otherwise reflected in, such Cash Deferral Account from time to time.

(b) Subject to the provisions hereof, amounts credited to a Cash Deferral Account shall earn interest at a rate, with respect to any calendar year, equal to the Prime Rate plus one (1%) percent, and such interest will be credited to the Cash Deferral Account from time to time; *provided, however*, that during the time period that installment payments are being made from a Cash Deferral Account, the balance of the Cash Deferral Account shall earn interest at a rate, with respect to any calendar year, equal to the Prime Rate, and such accrued interest will be paid together with the next distribution from the account.

#### **7. Settlement of Cash Deferral Accounts.**

(a) The Company shall settle a Participant's Cash Deferral Account and discharge all of its obligations to pay deferred compensation under the Plan with respect to such Cash Deferral Account, by payment of cash in accordance with the Participant's elections relating thereto.

(b) Payments in settlement of a Cash Deferral Account shall be made as soon as practicable after the date or dates (including upon the occurrence of specified events) and in the manner directed by the Participant in his or her election relating to such Cash Deferral Account.

(c) Other provisions of the Plan notwithstanding, if, upon the written application of a Participant, the Administrator determines that the Participant has a financial emergency of such a substantial nature and beyond the



Participant's control that payment of amounts previously deferred under the Plan is warranted, the Administrator may direct the payment to the Participant of all or a portion of the balance of a Cash Deferral Account provided the time and manner of such payment is in accordance with Section 409A.

## **8. Stock Deferral Accounts**

(a) One or more Stock Deferral Accounts will be established for each Participant, as determined by the Administrator. In the event of Stock deferrals, upon the date of grant or, if applicable, satisfaction of vesting of other conditions, the Administrator will credit such Participant's Stock Deferral Account with share credits equal to the number of shares of Stock elected to be deferred, including fractional share credits.

(b) The Participant is deemed to receive "dividends" on the shares of Stock credited to the Participant's Stock Deferral Account equal to the dividends paid on the Stock and such other dividend rights related to Stock, if any, whether vested or unvested, granted to the Participant as such rights are approved by the Administrator ("**Dividend Equivalents**"). The notional dollar amount of the Dividend Equivalents will be converted into additional share credits of Stock, including fractional share credits, and credited to the Participant's Stock Deferral Account by dividing (x) the notional dollar amount of the Dividend Equivalents by (y) the average of the highest and lowest sales price of the Stock for the three (3) trading days immediately preceding the dividend payment date, unless the Administrator determines that another procedure for determining conversion would be more appropriate; *provided, however*, that during the time period that installment distributions are being made from a Stock Deferral Account, the notional dollar amount of Dividend Equivalents earned on the balance of the Stock Deferral Account shall be paid together with the next distribution from the account. In the event that, following a corporate transaction with respect to the Company, the Stock Deferral Account is converted into a right with respect to cash (rather than shares of Stock), the Stock Deferral Account shall be credited with interest as described in Section 6(b).

The Stock Deferral Account will be adjusted for any stock dividends, stock splits or like events as determined by the Administrator.

## **9. Settlement of Stock Deferral Accounts.**

(a) Issuance of shares of Stock in settlement of a Stock Deferral Account shall be made as soon as practicable after the date or dates (including upon the occurrence of specified events) and in the manner directed by the Participant in his or her election relating to such Stock Deferral Account.

(b) Distributions in settlement of a Participant's Stock Deferral Account shall be made in shares of Stock, except that the value of (i) any

fractional share and (ii) Dividend Equivalents earned during the time period that installment distributions are being made from a Stock Deferral Account shall, in each case, be paid in cash. In the event that, following a corporate transaction with respect to the Company, the Stock Deferral Account is converted into a right with respect to cash (rather than shares of Stock), distributions in settlement of a Participant's Stock Deferral Account shall be made in cash.

(c) Other provisions of the Plan notwithstanding, if, upon the written application of a Participant, the Administrator determines that the Participant has a financial emergency of such a substantial nature and beyond the Participant's control that payment of amounts previously deferred under the Plan is warranted, the Administrator may direct the payment to the Participant of all or a portion of the balance of a Stock Deferral Account and the time and manner of such payment in accordance with Section 409A.

#### **10. Statements.**

Participants shall receive statements reflecting the amount credited to a Participant's Deferral Accounts and transactions therein not less frequently than once each calendar year.

#### **11. Beneficiary.**

In the case of the death of the Participant prior to the payment of all benefits accrued in such Participant's Deferral Accounts, the Beneficiary will receive the remainder of the accrued benefits in the Deferral Accounts in a lump sum payment or in such number of installments (not to exceed 15 years) as may be directed by the Participant in his or her election relating to such Deferral Accounts.

#### **12. Amendment, Termination and Adjustments.**

The Administrator may, with prospective or retroactive effect, amend, alter, suspend, discontinue, or terminate the Plan at any time without the consent of Participants, shareholders, or any other person; *provided, however*, that, without the consent of a Participant, no such action shall materially and adversely affect the rights of such Participant with respect to any rights to payment of amounts credited to such Participant's Deferral Account. Notwithstanding the foregoing, the Administrator may, in its sole discretion, terminate the Plan (in whole or in part) at any time and distribute to Participants (in whole or in part) the amounts credited to their Deferral Accounts. Notwithstanding anything to the contrary herein, the Administrator may amend or terminate the Plan at any time to conform the Plan to or to comply with any applicable law or regulation with which the Administrator deems it necessary or desirable to comply.

### 13. General Provisions.

(a) Other than by will or the laws of descent and distribution, no right, title or interest of any kind in the Plan shall be transferable or assignable by a Participant or his or her Beneficiary or be subject to alienation, anticipation, encumbrance, garnishment, attachment, levy, execution or other legal or equitable process, nor subject to the debts, contracts, liabilities or engagements, or torts of any Participant or his or her Beneficiary. Any attempt to alienate, sell, transfer, assign, pledge, garnish, attach or take any other action subject to legal or equitable process or encumber or dispose of any interest in the Plan shall be void.

(b) Payments (in any form) to any Participant or Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims for the compensation deferred and relating to the Deferral Account to which the payments relate against the Company or any subsidiary thereof, and the Administrator may require such Participant or Beneficiary, as a condition to such payments, to execute a receipt and release to such effect.

(c) The Plan is intended to constitute an “unfunded” plan for deferred compensation and Participants shall rely solely on the unsecured promise of the Company for payment hereunder. With respect to any payment not yet made to a Participant under the Plan, nothing contained in the Plan shall give a Participant any rights that are greater than those of a general unsecured creditor of the Company.

(d) A Participant in the Plan shall have no right to receive payment (in any form) with respect to his or her Deferral Account until legal and contractual obligations of the Company relating to establishment of the Plan and the making of such payments shall have been complied in full.

(e) The Plan shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns.

(f) The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Kansas, without regard to provisions governing conflicts of laws, except as such matters may be governed by applicable federal law.

(g) A Participant and his or her Beneficiary shall assume all risk in connection with any decrease in value of the Deferral Account, if applicable, and neither the Company nor the Administrator shall be liable or responsible therefor.

(h) The captions and numbers preceding the sections of the Plan are included solely as a matter of convenience of reference and are not to be

taken as limiting or extending the meaning of any of the terms and provisions of the Plan. Whenever appropriate, words used in the singular shall include the plural or the plural may be read as the singular.

(i) In the event that any provisions of the Plan shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of the Plan but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

(j) The establishment and maintenance of, or allocations and credits to, the Deferral Account of any Participant shall not vest in any Participant any right, title or interest in and to any Plan assets or benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan.

**14. Section 409A.** This Plan is intended to comply with Section 409A, and ambiguous provisions hereof, if any, shall be construed and interpreted in a manner consistent with such intent. Notwithstanding anything in this Plan to the contrary, if any Plan provision would result in the imposition of an additional tax under Section 409A, that Plan provision shall be reformed, to the extent permissible under Section 409A, to avoid imposition of the additional tax, and no such action shall be deemed to adversely affect the Participant's rights under this Plan.

**15. Effective Date; Termination.**

The Plan, as amended and restated herein, shall be effective as of May 17, 2018, and shall terminate at such time as the Company has no remaining obligations to Participants under the Plan.

**Evergy, Inc.**  
**Summary of**  
**Non-Employee Director Compensation**

Effective June 4, 2018

	<u><b>Amount</b></u>
<b>Cash - Retainer (Paid Quarterly)</b>	
Annual Retainer	\$100,000
Non-Executive Chair Retainer	\$55,000
Lead Director Retainer	\$25,000
Audit Committee Chair Retainer	\$20,000
Compensation and Leadership Development Committee Chair Retainer	\$20,000
Nominating, Governance, and Corporate Responsibility Committee Chair Retainer	\$15,000
Finance Committee Chair Retainer	\$15,000
Nuclear, Operations, and Environmental Oversight Committee Chair Retainer	\$15,000
 <b>Cash - Committee Member Retainers and Meeting Fees</b>	 None
 <b>Evergy, Inc. Common Stock (Paid Annually)</b>	
Annual Equity Compensation	\$130,000
Non-Executive Chair	\$55,000

All members of the Board of Directors are entitled to be reimbursed for expenses, as set forth in Evergy, Inc.'s corporate governance guidelines. Evergy, Inc. also provides liability insurance to its directors under its directors and officers insurance policies.

## CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Evergy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Terry Bassham

Terry Bassham  
Chief Executive Officer and President

## CERTIFICATIONS

I, Anthony D. Somma, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Evergy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/Anthony D. Somma

Anthony D. Somma

Executive Vice President and Chief Financial Officer

## CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kansas City Power & Light Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Terry Bassham

Terry Bassham  
Chief Executive Officer and President



## CERTIFICATIONS

I, Anthony D. Somma, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kansas City Power & Light Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Anthony D. Somma

Anthony D. Somma

Executive Vice President and Chief Financial Officer

## CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Westar Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Terry Bassham

Terry Bassham  
Chief Executive Officer and President

## CERTIFICATIONS

I, Anthony D. Somma, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Westar Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Anthony D. Somma

Anthony D. Somma

Executive Vice President and Chief Financial Officer

**Certification of CEO and CFO Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Evergy, Inc. (the "Company") for the quarterly period ended June 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Terry Bassham, as President and Chief Executive Officer of the Company, and Anthony D. Somma, as Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Terry Bassham

Name: Terry Bassham  
Title: President and Chief Executive Officer  
Date: August 8, 2018

/s/Anthony D. Somma

Name: Anthony D. Somma  
Title: Executive Vice President and Chief Financial Officer  
Date: August 8, 2018

**Certification of CEO and CFO Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Kansas City Power & Light Company (the "Company") for the quarterly period ended June 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Terry Bassham, as President and Chief Executive Officer of the Company, and Anthony D. Somma, as Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Terry Bassham

Name: Terry Bassham  
Title: President and Chief Executive Officer  
Date: August 8, 2018

/s/ Anthony D. Somma

Name: Anthony D. Somma  
Title: Executive Vice President and Chief Financial Officer  
Date: August 8, 2018

**Certification of CEO and CFO Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Westar Energy, Inc. (the "Company") for the quarterly period ended June 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Terry Bassham, as President and Chief Executive Officer of the Company, and Anthony D. Somma, as Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Terry Bassham

Name: Terry Bassham  
Title: President and Chief Executive Officer  
Date: August 8, 2018

/s/ Anthony D. Somma

Name: Anthony D. Somma  
Title: Executive Vice President and Chief Financial Officer  
Date: August 8, 2018