

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Joint Application of)
Mid-Kansas Electric Company, LLC,) by
Lane-Scott Electric Cooperative, Inc.,) State Corporation Commission
Prairie Land Electric Cooperative, Inc.,) of Kansas
Southern Pioneer Electric Company,)
Victory Electric Cooperative Association, Inc.,) Docket No. 13-MKEE- 447-MIS
Western Cooperative Electric Association, Inc., and)
Wheatland Electric Cooperative, Inc., Joint Applicants,)
for an Order approving the transfer of Certificates of)
Convenience with respect to all of Mid-Kansas' retail)
electric services and for other related relief.)

JOINT APPLICATION

Pursuant to K.S.A. 66-104, 66-117, 66-131, 66-136, and any other applicable Kansas statutes or regulations, Mid-Kansas Electric Company, LLC ("Mid-Kansas"), Prairie Land Electric Cooperative, Inc. ("Prairie Land"), Victory Electric Cooperative Association, Inc. ("Victory"), Western Cooperative Electric Association, Inc. ("Western"), Lane-Scott Electric Cooperative, Inc. ("Lane-Scott"), Wheatland Electric Cooperative, Inc. ("Wheatland"), and Southern Pioneer Electric Company ("Southern"), together referred to as "Joint Applicants," hereby jointly apply to the State Corporation Commission of the State of Kansas ("Commission") for an Order (i) approving the transfer of Mid-Kansas' Certificate(s) of Convenience and Necessity to its Members¹ with respect to all of its local distribution system and retail electric utility services and operations in the State of Kansas, with Mid-Kansas retaining its certificate as to its

¹The six Kansas entities, collectively referred to as Members of Mid-Kansas, and their headquarters are as follows: Lane-Scott Electric Cooperative, Inc., Dighton, Kansas; Southern Pioneer Electric Company, a subsidiary of Pioneer Electric Cooperative, Inc., Ulysses, Kansas; Prairie Land Electric Cooperative, Inc., Norton, Kansas; Victory Electric Cooperative Association, Inc., Dodge City, Kansas; Western Cooperative Electric Association, Inc., WaKeeney, Kansas; Wheatland Electric Cooperative, Inc., Scott City, Kansas.

generation and transmission assets and services, and its certificated right to provide transmission services in its currently designated retail certificated territory, and a finding the transfers of the Certificate(s) are in the public interest and approving the same; (ii) if required, approving a Wholesale Requirements Agreement; (iii) approving adoption by the Members of all applicable retail rates, rules, and tariffs with respect to the local distribution and retail electric utility services necessary to operations; (iv) approving the Shared Service Agreement, as supplemented, and, to the extent required, approving the Settlement Agreement, as supplemented; (v) approving and finding that the terms of the wholesale services and rates provided by Kansas Electric Power Cooperative, Inc. ("KEPCo") for the Victory and Prairie Land load in the to be acquired territory be the same as the terms of the currently approved wholesale services and rates provided by Mid-Kansas, as may be modified by Mid-Kansas from time to time, and that the Commission make such finding and order prior to the transfer of the Certificates of Convenience to Victory and Prairie Land; provided further, should KEPCo elect in the future to set terms of wholesale service and rates for Victory and Prairie Land that differ from the approved Mid-Kansas wholesale terms of service and rates, ordering that the wholesale terms of service and rates can be modified only after approval by the Commission; (vi) if required, approving the assignment of the Wholesale Requirements Agreement by and among Mid-Kansas, the Members, KEPCo and Sunflower Electric Power Corporation ("Sunflower"), as applicable; (vii) determining the process necessary for the Member cooperatives to become or remain exempt from Commission regulation pursuant to K.S.A. 66-104d after the transfer of the Certificate of Convenience, and

modifying the Commission's Order in the 524 Docket as necessary to reflect such determination; and, (viii) for such other related relief that may be required to fulfill the intent and purposes of the joint application herein.

In support, Joint Applicants respectfully state as follows:

THE APPLICANTS

1. Mid-Kansas is a not-for-profit Kansas limited liability company with its principal place of business located in Hays, Kansas. Mid-Kansas' Member owners are five Kansas consumer-owned cooperatives and one corporation wholly owned by a sixth Kansas consumer-owned cooperative who collectively organized Mid-Kansas in 2005 for the purpose of acquiring WestPlains Kansas ("WPK") electric utility business and operations in Kansas. The Members of Mid-Kansas currently provide retail electric services to more than 200,000 customers who live in 33 western Kansas counties. The Members of Mid-Kansas, except in the case of Southern, in which case its parent company, Pioneer Electric Cooperative, Inc. ("Pioneer"), also own Sunflower, a generation and transmission service provider, with headquarters in Hays, Kansas.

2. The Joint Applicants, except Southern, are certificated electric public utilities as that term is defined in K.S.A. 66-104 and, as such, are subject to the jurisdiction of the Commission with respect to the electric service they provide in Kansas. Southern seeks herein a Certificate to operate as an electric public utility in Kansas subject to the jurisdiction of the Commission. Mid-Kansas, through a contract for services with each of its Members, provides retail electric service to 180 communities in central and western Kansas, including the cities of Concordia, Dodge

City, Great Bend, Harper, Liberal, Medicine Lodge and Phillipsburg. Mid-Kansas operates 995 miles of transmission lines in Kansas, along with natural gas-fired generating stations located near Clifton, Fort Dodge, Great Bend, and Cimarron, producing 381 megawatts on a nameplate basis as well as an 8% participation in the coal fired Jeffrey Energy Center. Mid-Kansas' purchase power contracts include approximately 74 megawatts of wind-generated energy.

3. Correspondence, communications, pleadings, orders, decisions, and other documents concerning this Joint Application and proceeding should be addressed to the undersigned counsel, as well as to:

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MANAGEMENT AND EMPLOYEES

4. Mid-Kansas has no employees. The management and operation of the generation and transmission services is provided by Sunflower under a service contract previously approved by the Commission. Sunflower has been operating similar facilities and providing such services for over 50 years. The management and operation of the retail services have been provided by the Members of Mid-Kansas under a service contract previously approved by the Commission. Each Member has a management team and employees in place that have substantial experience in providing retail service to Mid-Kansas customers and have been providing such services since the approval of the acquisition of WPK on April 1, 2007.

FINANCIAL STRENGTH

5. The Members and Mid-Kansas each have the financial ability to operate and provide the services contemplated by the Members and Mid-Kansas herein.

ELECTRIC SUPPLY

6. The Members of Mid-Kansas, through their ownership of generation and transmission assets in Mid-Kansas, and power contracts with Sunflower and Westar

Energy, Inc., have a diversified electrical supply portfolio that is used to serve the electric utility customers. The supply portfolio is established such that it includes access to energy that is intended for use in a "base load" application, as well as energy that is applied under "peaking" conditions.

TRANSFER OF CERTIFICATE OF CONVENIENCE

7. On November 16, 2005, Aquila, Inc. and Mid-Kansas filed a Joint Application in Docket No. 06-MKEE-524-ACQ ("524 Docket") requesting approval to transfer WPK's Certificate of Convenience and Necessity ("Certificate") to Mid-Kansas, as well as transfer all WPK's wholesale and retail electric business and utility assets in Kansas to Mid-Kansas, including WPK's generation, transmission and local distribution facilities.

8. On January 10, 2007, a Joint Motion for Approval of Stipulation and Agreement was filed in the 524 Docket requesting approval of, among other things, the transfer of WPK's generation, transmission, and local distribution facilities located in Kansas to Mid-Kansas, as well as its Certificate. Mid-Kansas also agreed to adopt the then-current WPK retail and transmission and local access rates.

9. On February 23, 2007, the Commission issued an Order Adopting Stipulation and Agreement in the 524 Docket approving the transfer of WPK's Certificate, and its generation, transmission and local distribution facilities in Kansas to Mid-Kansas, subject to specific conditions set forth in the Stipulation and Agreement in Docket No. 06-MKEE-524-ACQ ("524 Stipulation").

10. On April 1, 2007, Mid-Kansas began operation of the WPK electric generation, transmission, and distribution facilities in Kansas. The generation and transmission services were managed and operated by Sunflower under the Amended and Restated Service and Operation Agreement with Mid-Kansas, which services Sunflower will continue to provide. The management and operation of the retail services and applicable distribution assets were provided initially by each of the Members under an Amended and Restated Lease and Service Agreement.

11. On July 26, 2007, Mid-Kansas submitted its Application in Docket No. 08-MKEE-099-MIS ("099 Docket") requesting the authority to transfer its distribution assets and facilities to the Members and enter into service agreements with the Mid-Kansas Members to service its retail electric customers pursuant to the terms of the 524 Stipulation. As part of the 099 Docket, Mid-Kansas submitted for approval an Electric Customer Service Agreement ("Service Agreement") with each Mid-Kansas Member that replaced the Amended and Restated Lease and Service Agreement previously approved by the Commission. The Service Agreements required each of the Mid-Kansas Members to provide to Mid-Kansas certain services in a specified geographical territory (each a "Member Zone") to enable Mid-Kansas to serve the customers located in such Member Zone, all in accordance with the terms of the Service Agreements. At that time, Mid-Kansas did not seek to modify its retail rates approved by the Commission.

12. On December 21, 2007, the Commission issued an Order Approving Spin-Down of Distribution Assets in Docket No. 08-MKEE-099-MIS approving the transfer of

ownership of the distribution assets of Mid-Kansas, including 34.5 kV distribution lines, to the respective Mid-Kansas Members. The distribution assets transferred to the respective Mid-Kansas Members were to be utilized, in part, for the service of Mid-Kansas' customers as required under the Service Agreements.

13. On June 15, 2009, Mid-Kansas filed for changes in rates in Docket No. 09-MKEE-969-RTS ("969 Docket") for customers located in five of its six Member Divisions. Wheatland was the only Member Division for which Mid-Kansas did not seek a rate change. The divisional retail rates reflected the cost of service for Mid-Kansas (including the costs incurred by each respective Member under the Commission-approved Service Agreements) within each respective Member Division. Mid-Kansas also sought approval of a wholesale rate to establish the cost of wholesale service to the Members. The divisional retail and wholesale rates were approved by the Commission on January 11, 2010.

14. On December 14, 2010, Mid-Kansas filed for changes in retail rates in Docket No. 11-MKEE-439-RTS ("439 Docket") for customers located in Wheatland Member Division. Those divisional retail rates reflected the cost of service for Mid-Kansas within Wheatland's respective Member Division. The rates were approved by the Commission on June 30, 2011.

15. On December 20, 2011, Mid-Kansas filed for changes in retail rates in Docket No. 12-MKEE-380-RTS ("380 Docket") for customers located in Southern's Member Division, and on February 2, 2012, Mid-Kansas filed for changes in retail rates in Docket No. 12-MKEE-491-RTS ("491 Docket") for Western's Member Division. Each

has now been completed and orders issued authorizing new retail rates. In addition, on August 6, 2012, Mid-Kansas filed for changes in retail rates in Docket No. 12-MKEE-410-RTS ("410 Docket") for customers located in Lane-Scott's Member Division. The rates have not been approved as of the date of filing this Joint Application.

16. Pursuant to K.S.A. 66-136, the Joint Applicants seek approval by the Commission of the transfer of the Certificate for retail services from Mid-Kansas to each of the Members as to their respective Member Divisions as described on Exhibits "A1 through A6" for purposes of servicing and providing retail electric services and local transmission services to third party users, subject to the right to unilaterally withdraw the Joint Application in whole or part should certain events occur during the course of this docket, as explained in more detail below and in testimony accompanying this Joint Application. Mid-Kansas also seeks the retention of its Certificate for the purposes of operating as a utility that provides generation and transmission services and other related wholesale services, including retaining its certificated right to provide transmission services in its currently-designated retail certificated territory.

APPROVAL OF WHOLESALE REQUIREMENTS AGREEMENTS

17. To provide for a reliable source of power supply after the transfer of the certificated retail territory, each Member and Mid-Kansas have agreed to enter into a Wholesale Requirements Agreement that provides, in part, that the Member will purchase from Mid-Kansas and Mid-Kansas will sell to the Member all the wholesale power requirements and services to service the retail customers within each Member's WPK Territory, as defined in the Wholesale Requirements Agreement.

18. The Joint Applicants seek the approval, if required, of the Wholesale Requirements Agreements substantially in the form attached hereto as Exhibits "B1 through B6" and incorporated herein by reference.

ADOPTION OF
APPLICABLE RETAIL RATES, TARIFFS, AND RULES.

19. In conjunction with the transfer of the Certificate to the Members, the Joint Applicants seek Commission approval of the adoption by the Members of all applicable Mid-Kansas retail rates and local access charges, rules, and tariffs as are necessary in the performance of the retail and local distribution services within each Member's WPK Territory to be transferred herein. Mid-Kansas will continue to provide wholesale power and transmission services under the current wholesale power and transmission rates approved by the Commission, and all applicable rules and tariffs as are necessary in the performance of the wholesale and transmission services.

CONFIRMATION OF TRANSMISSION SERVICE AND
APPLICABLE OPERATING AGREEMENTS

20. Mid-Kansas has a pro forma Network Integration Transmission Service Agreement and Network Operating Agreement approved by the Commission on January 11, 2012 in Docket No. 11-GIME-597-GIE ("597 Docket"). Pursuant to the Stipulation and Agreement in the 597 Docket at Paragraph 1d., the *pro forma* service and operating agreements were approved by the Commission and were to be submitted when Mid-Kansas filed a tariff for open access transmission service and incorporated it into Mid-Kansas' OATT as Attachment F and G. Mid-Kansas did so on February 24, 2012 in Docket 12-MKEE-650-TAR ("650 Docket"). The Stipulation and Agreement in

the 597 Docket further provided that each Member was to make its member facilities available to Mid-Kansas to provide such transmission service, and to make such extensions and improvements as Mid-Kansas is required to provide, and to permit Mid-Kansas to perform such actions as are required of the Transmission Provider, pursuant to the Mid-Kansas OATT, and to remain a party to the applicable operating agreements approved by the Commission. Upon transfer of the Certificates, each Member is required to enter into a similar agreement that will allow Mid-Kansas continued access to the facilities to provide the service once the retail Certificates are transferred to the Members. The Facility Access Agreement, attached hereto as Exhibit C and included for informational purposes, will fulfill the requirement of the Members. The Members will execute the Facility Access Agreement upon the termination of the Electric Customer Service Agreement, which will occur upon the final approval of the transfer of the Certificate for their respective WPK Territories.

APPROVAL OF SHARED SERVICE AGREEMENT.

21. During the 524 Docket, it was contemplated by the Joint Applicants that the retail customers would eventually be transferred to the Members and be served by the Members with all power supply and services provided by Mid-Kansas at Mid-Kansas' wholesale rate and terms of service under a Wholesale Requirements Agreement. In addition to assuring a power supply to the Members, the Wholesale Requirements Agreement with each Member serves as security for Mid-Kansas and Mid-Kansas' lenders by assuring a sufficient revenue stream to Mid-Kansas from the sale of power to the Members to service Mid-Kansas' operations and debt service.

22. During the course of the acquisition proceeding, KEPCo asserted that upon transfer of the retail customers, all retail customers' load in the Victory and Prairie Land Member Zones was to be served by KEPCo under its Wholesale Power Contracts with Victory and Prairie Land. Victory and Prairie Land were also bound by a more inclusive and prior in time Wholesale Power Contract with Sunflower, requiring all retail customers' load of Victory and Prairie Land to be served by Sunflower². Victory, Prairie Land, and Sunflower disputed KEPCo's claim. To resolve the dispute, Sunflower was willing, if KEPCo was, to waive its claim to serve the load. However, KEPCo was not.

23. It should be noted that Wheatland, Lane-Scott, and Western each have Wholesale Power Contracts with only Sunflower and are Member owners of Sunflower and Mid-Kansas. Southern does not have a Wholesale Power Contract with either Sunflower or KEPCo and is only a Member owner of Mid-Kansas. Victory and Prairie Land are Member owners of KEPCo, Sunflower and Mid-Kansas.

24. To resolve the dispute over the service of Victory and Prairie Land's load in their respective WPK Territories, Sunflower, KEPCo, Victory and Prairie Land entered into a Shared Service Agreement on or about April 18, 2006 and a Supplemental Agreement to Shared Service Agreement, on or about August 9, 2006 (collectively the "Shared Service Agreement"), copies of which are attached hereto as "Exhibits D and E" and by reference incorporated herein. In addition, Sunflower, KEPCo and Mid-Kansas entered into a Settlement Agreement on or about April 18, 2006, and a Supplemental Agreement to Settlement Agreement on or about August 2, 2006

² In general, Wholesale Power Contracts provide, subject to their specific terms, that all power requirements of the member will be served by the member's wholesale provider. These contracts are customarily known as all requirements contracts.

(collectively the "Settlement Agreement"), copies of which are attached hereto as "Exhibits F and G" and by reference incorporated herein.

25. The Shared Service Agreement provides in Paragraph 1 that upon the transfer of the Certificate to Victory and Prairie Land, the "Mid-Kansas load of Victory and Prairie Land will be served in equal shares by Sunflower and KEPCo." It further provides that the power and energy shall be purchased from Mid-Kansas to serve the Victory and Prairie Land load.

26. Paragraph 5 of the Shared Service Agreement provides that the agreement is subject to the approval of the Commission and Rural Utility Services ("RUS") and will not become effective until such approvals are received. RUS has already approved the Shared Service Agreement. Joint Applicants are requesting approval by the Commission as part of the Order in this docket.

27. Mid-Kansas, Victory, and Prairie Land seek the approval of the Shared Service Agreement, and, to the extent required, the Settlement Agreement; provided however, if the Commission order herein should impair in any way the requirement that all power and energy to service the Member load be purchased from Mid-Kansas, then, in such event, Mid-Kansas and the Members reserve the right to withdraw their request for transfer of the Certificates for their respective WPK Territories, and Mid-Kansas will retain the Certificate for the retail services and local transmission services, and the Service Agreements with the Members will continue in full force and effect. This is necessary to assure a revenue stream sufficient to service the Mid-Kansas operational expenses, capital expenditures and debt, and address the requirements of Mid-Kansas'

lenders.

DETERMINATION OF MEMBER WHOLESALE RATE

28. In the 969 Docket, Mid-Kansas established a wholesale rate for wholesale service to the Members. The wholesale rate was approved by the Commission with the expectation that upon the transfer of the Certificates herein to the Members, the wholesale rate and terms of service would serve as the Member wholesale rate and terms of service post-transfer of the Certificates.

29. The Mid-Kansas wholesale rate for Victory and Prairie Land will be identical to the other Mid-Kansas Members, but the Shared Service Agreement potentially impacts the ultimate wholesale rate paid by Victory and Prairie Land.

Paragraph 3 of the Shared Service Agreement provides that:

“KEPCo will, under the Settlement Agreement recited above, receive power and energy from MKEC to serve its one-half share of the MKEC load under rates and terms set forth herein. KEPCo will agree to sell power to its members to serve the MKEC load at the same rate MKEC charges KEPCo plus \$0.001 per kWh for the duration of the retail rate freeze that likely will be imposed by the Kansas Corporation Commission in Docket No. 06-MKEE-524-ACQ (estimated to be 5 years) and that will be recoverable in the member’s retail rates. The rate at which KEPCo sells to its members for the MKEC load will then be set subject to approval of the KCC and will be recoverable in the member’s retail rates. In the event that it can be shown that the addition of the \$0.001 above does not allow the transfer of the MKEC customers to the MKEC members to be economically viable, KEPCo would agree to reduce this added amount. Consistent with the terms and conditions of this Shared Service Agreement and the Settlement Agreement, KEPCo reserves the right to serve the MKEC Load of Victory and Prairie Land under KEPCo Policy Bulletin No. 33 which provides for sales to KEPCo Members under special wholesale rates and special power sales contracts.”

30. The Shared Service Agreement provides that the rate for the power and energy to be received by KEPCo and delivered to Victory and Prairie Land shall be set subject to the approval of the Commission and recoverable in Victory and Prairie Land's retail rates.

31. KEPCo has previously advised it plans to charge a wholesale rate different than the Mid-Kansas Member wholesale rate. It has indicated the rate will be Mid-Kansas' Member wholesale rate plus an additional charge, which is yet to be determined and approved by the Commission as required by the Shared Service Agreement.

32. To the extent KEPCo seeks to provide wholesale service at a wholesale rate different from the Commission approved Mid-Kansas Member wholesale rate, then KEPCo, pursuant to the Shared Service Agreement, has agreed in the Shared Service Agreement that its rate is to be set subject to the approval of the Commission.

33. Mid-Kansas, Victory and Prairie Land request that the Commission find and order that the terms of the wholesale services and rates provided by KEPCo for the Victory and Prairie Land load in the to be acquired territory be the same as the terms of the currently approved wholesale services and rates provided by Mid-Kansas, as may be modified by Mid-Kansas from time to time, and that the Commission make such finding and order prior to the transfer of the Certificates of Convenience to Victory and Prairie Land as the determination may impact their request for the transfer of the Certificates herein. Provided further, should KEPCo elect in the future to set terms of

wholesale service and rates for Victory and Prairie Land that differ from the approved Mid-Kansas wholesale terms of service and rates, Mid-Kansas, Victory and Prairie Land request that Commission find and order that the wholesale terms of service and rates can be modified only after approval by the Commission.

34. Applicants contend that in the absence of such findings at this time, the Commission is unable to determine if the transfers of the Certificate(s) to Prairie Land and Victory are in the public interest.

35. Sunflower has agreed the power and energy received by Sunflower from Mid-Kansas and delivered to the Mid-Kansas Members shall be at Mid-Kansas' wholesale terms of service and rates for such power, energy and services.

APPROVAL OF ASSIGNMENT OF
THE WHOLESALE REQUIREMENTS AGREEMENT

36. Should the Commission approve the Shared Service Agreement and the Wholesale Requirements Agreements, Wheatland, Lane-Scott, and Western intend to assign the Wholesale Requirements Agreement to Sunflower, substantially in the form of the Assignment Agreement attached hereto as Exhibits "H1 through H3", and incorporated by reference herein. As Southern is not a member of Sunflower or KEPCo, Southern will not assign the Wholesale Requirements Agreement.

37. To the extent required, Mid-Kansas, Wheatland, Lane-Scott, and Western request Commission approval of the Assignment Agreement substantially in the form attached hereto.

38. Provided further, should the Commission approve the Shared Service Agreement and the Wholesale Requirements Agreements, Victory and Prairie Land

intend to assign the Wholesale Requirements Agreement to Sunflower and KEPCo, substantially in the form of the Assignment Agreement and Partial Assignment Agreement, respectively, attached hereto as Exhibits "H4 through H7" and incorporated by reference herein.

39. To the extent required, Mid-Kansas, Victory, and Prairie Land request Commission approval of the Assignment Agreement and Partial Assignment Agreement substantially in the form attached hereto.

DETERMINATION OF PROCESS
FOR EXEMPTION FROM REGULATION

40. Paragraph 25 of the 524 Stipulation approved by the Commission on February 23, 2007 provided:

"The acquired WPK customers of Lane Scott, Western and any other MKEC member that may have the ability to choose deregulation must vote to deregulate before allowing deregulation of Commission jurisdiction over the rates and services to these customers. The steps required for this process include: a) the WPK customers shall be given full cooperative membership rights, and b) the deregulation petition and voting process, as set out in K.S.A. 66-104d, for the acquired WPK customers shall be limited to only the acquired WPK customers. In the event a Distribution Cooperative votes to deregulate in accordance with this paragraph, the provisions applicable to regulated Distribution Cooperatives shall no longer apply."

41. At the time the Commission approved the Stipulation and Agreement, all of the Members were exempted from regulation except for Wheatland and Southern which at the time were not eligible to deregulate.

42. In 2009, the Legislature amended K.S.A. 66-104d to provide that any cooperative as defined by K.S.A. 66-104d was eligible to exempt itself from regulation.

Under the current law, all of the Members are eligible to exempt themselves from regulation except for Southern, which does not meet the statutory definition of a cooperative.

43. The Order in the 524 Docket provided the deregulation petition and voting process, as set out in K.S.A. 66-104d, for the acquired WPK customers shall be limited to only the acquired WPK customers of the specific Member.

44. As approved by the Commission, only the customers in the Member Zone (former WPK customers) of a specific Member are eligible to vote for or against exemption whether the Member is currently exempt or not. Should the prescribed process be followed, it is possible that former WPK customers of an exempted Member could vote against exemption. In such event, a situation would arise in which the Member is certificated by the Commission as exempt but a similar class of retail customers within a geographical sub-division is not.

45. K.S.A. 66-104d does not contemplate a Member being exempt in part. A cooperative is either exempt from Commission regulation or it is not.

46. The Joint Applicants request the Commission review the Order in the 524 Docket and the current language of K.S.A. 66-104d and modify herein the Order in the 524 Docket to avoid a potential legal conflict in which the enforcement of the current Order in the 524 Docket could result in a situation contrary to the current law.

47. The Joint Applicants seek the Order in the 524 Docket be modified to provide that upon the transfer of the Certificate, any Member that is exempt from regulation shall remain exempt without further vote of any of its customers. This would

result in Prairie Land, Victory, Lane-Scott, and Western retaining their status as exempt but subject to a vote of its customers on deregulation upon the submission of a petition of not less than 10% of the members of the Member cooperative as provided for in K.S.A. 66- 104(d). Wheatland is currently regulated and would require a vote of all cooperative members, including the former WPK customers, before becoming exempt. Southern, of course, is ineligible as it is not a cooperative under the statute.

Wherefore, the Joint Applicants request an Order from the Commission:

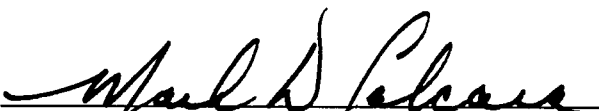
- i. approving the transfer of Mid-Kansas' Certificate(s) to its Members with respect to all of its local distribution facilities and retail electric utility business and operations located in the State of Kansas, with Mid-Kansas retaining its certificate as to its generation and transmission assets and services, and its certificated right to provide transmission services in its currently designated retail certificated territory and finding the transfers of the Certificate(s) are in the public interest and approving the same;
- ii. approving, if required, the Wholesale Requirements Agreement;
- iii. approving adoption by the Members of all applicable Mid-Kansas retail rates, rules, and tariffs with respect to the local distribution and retail electric utility services necessary to operations;
- iv. approving the Shared Service Agreement, and, to the extent required, approving the Settlement Agreement;
- v. approving and finding that the terms of the wholesale services and rates provided by KEPCo for the Victory and Prairie Land load in the to be acquired territory be the same as the terms of the currently approved wholesale services and rates provided by Mid-Kansas, as may be modified by Mid-Kansas from time to time, and that the Commission make such finding and order prior to the transfer of the Certificates of Convenience to Victory and Prairie Land; provided further, should KEPCo elect in the future to set terms of wholesale service and rates to Victory and Prairie Land that differ from the approved Mid-Kansas wholesale terms of service and rates, ordering that the wholesale terms

of service and rates can be modified only after approval by the Commission;

- vi. if required, approving the assignment of the Wholesale Requirements Agreements by and among Mid-Kansas, the Members, KEPCo and Sunflower, as applicable;
- vii. determining the process to be followed by the Member cooperatives to become or remain exempt from Commission regulation pursuant to K.S.A. 66-104d after the transfer of the Certificate, and modifying the Commission's Order in the 524 Docket as necessary to reflect such determination; and
- viii. for such other related relief that may be required to fulfill the intent and purposes of the Application herein.

Respectfully submitted by the Joint Applicants herein.

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Attorneys for Mid-Kansas Electric Company, LLC

VERIFICATION

STATE OF KANSAS)
COUNTY OF ELLIS)

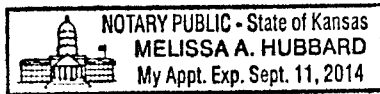
Mark D. Calcara, of lawful age, being first duly sworn on oath, states:


That he is the attorney for MID-KANSAS ELECTRIC COMPANY, LLC, named in the foregoing Application, knows the contents thereof, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.



Mark D. Calcara

SUBSCRIBED AND SWORN to before me this 3rd day of January, 2012.





Notary Public

Commission Expires: 9-11-2014

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VERIFICATION


STATE OF KANSAS)
COUNTY OF NORTON)

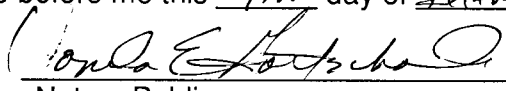
John F. McClymont, of lawful age, being first duly sworn on oath, states:

That he is the attorney for PRAIRIE LAND ELECTRIC COOPERATIVE, INC., named in the foregoing Application, knows the contents thereof, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.


John F. McClymont


SUBSCRIBED AND SWORN to before me this 17th day of December, 2012.

 VONDA E. GOTTSCHALK
Notary Public - State of Kansas
My Appt. Expires 5/28/2013


Notary Public

Commission Expires: 5/28/2013

VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC.

By: 

David H. Snapp, #10769
DAVID H. SNAPP, LC
100 Military Plaza, Ste. 211
Dodge City, Kansas 67801
(620) 255-5051 telephone
dsnapp3@starrtech.net

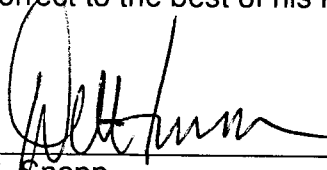
Attorney for Victory Electric Cooperative Association,
Inc.

VERIFICATION

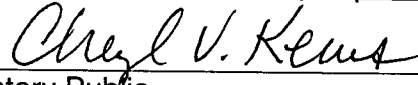
STATE OF KANSAS)
COUNTY OF FORD)

David H. Snapp, of lawful age, being first duly sworn on oath, states:

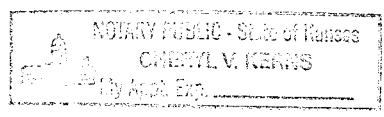
That he is the attorney for VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC., named in the foregoing Application, knows the contents thereof, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.


David H. Snapp

SUBSCRIBED AND SWORN to before me this 5th day of December, 2012.


Notary Public

Commission Expires: 6-24-2016



LANE-SCOTT ELECTRIC COOPERATIVE, INC.

By: *Joseph D. Gasper*
Joseph D. Gasper, #21763
GASPER LAW OFFICE
419 Main St.; P.O. Box 251
Stockton, Kansas 67669
(785) 415-2052 telephone
gasper.hmbcr@sbcglobal.net

Attorneys for Lane-Scott Electric Cooperative, Inc.

VERIFICATION

STATE OF KANSAS)
COUNTY OF ROOKS)

Joseph D. Gasper, of lawful age, being first duly sworn on oath, states:

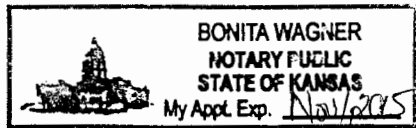
That he is the attorney for LANE-SCOTT ELECTRIC COOPERATIVE, INC., named in the foregoing Application, knows the contents thereof, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.

Joseph D. Gasper
Joseph D. Gasper

SUBSCRIBED AND SWORN to before me this 7th day of December, 2012.

Bonita Wagner
Notary Public

Commission Expires: Nov 1, 2015



WESTERN COOPERATIVE ELECTRIC ASSOCIATION, INC.

By: *E. Jay Deines*

E. Jay Deines, #7368
DEINES & DEINES
110 N. Main
P.O. Box 398
WaKeeney, Kansas 67672
(785) 743-5766 telephone
ejdeines@ruraltel.net

Attorneys for Western Cooperative Electric
Association, Inc.

VERIFICATION

STATE OF KANSAS)
COUNTY OF TREGO)

E. Jay Deines, of lawful age, being first duly sworn on oath, states:

That he is the attorney for WESTERN COOPERATIVE ELECTRIC
ASSOCIATION, INC., named in the foregoing Application, knows the contents thereof,
and that the facts set forth therein are true and correct to the best of his knowledge,
information, and belief.

E. Jay Deines
E. Jay Deines

SUBSCRIBED AND SWORN to before me this 5th day of Dec., 2012.

Elaine Weber
Notary Public

Commission Expires: 3-3-2016



SOUTHERN PIONEER ELECTRIC COMPANY

By *Glenda Cafer*

Glenda Cafer, #13342
(785) 271-9991
glenda@caferlaw.com

Terri Pemberton, #23297
(785) 232-2123
terri@caferlaw.com

CAFER LAW OFFICE, LLC
3321 SW 6th Avenue
Topeka, Kansas 66606
(785) 233-3040 facsimile

Attorneys for Southern Pioneer Electric Company

VERIFICATION

STATE OF KANSAS)
COUNTY OF STANTON)

Glenda Cafer, of lawful age, being first duly sworn on oath, states:

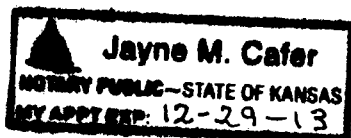
That she is the attorney for SOUTHERN PIONEER ELECTRIC COMPANY, named in the foregoing Application, knows the contents thereof, and that the facts set forth therein are true and correct to the best of her knowledge, information, and belief.

Glenda Cafer
Glenda Cafer

SUBSCRIBED AND SWORN to before me this 7th day of Dec., 2012.

Jayne M. Cafer
Notary Public

Commission Expires: 12-29-13



DEC 13 2012

WHEATLAND ELECTRIC COOPERATIVE, INC.

By: Keen K. Brantley

Keen Brantley, #7160
WALLACE, BRANTLEY & SHIRLEY LAW FIRM
325 Main Street
Scott City, Kansas 67871
(620) 872-2161 telephone
kbrantley@wbsnet.org

Attorneys for Wheatland Electric Cooperative, Inc.

VERIFICATION

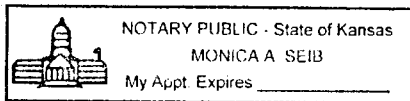
STATE OF KANSAS)
COUNTY OF SCOTT)
 Ellis

Keen Brantley, of lawful age, being first duly sworn on oath, states:

That he is the attorney for WHEATLAND ELECTRIC COOPERATIVE, INC., named in the foregoing Application, knows the contents thereof, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.

Keen K. Brantley
Keen Brantley

SUBSCRIBED AND SWORN to before me this 20th day of Dec., 2012.



Monica A. Seib
Notary Public

Commission Expires: 11/13/14

EXHIBIT A-1
To Joint Application

Exhibit A-1 to Joint Application
Prairie Land WPK Territory

Clay County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (EAST)</u>
SW1/4, S1/2 OF NW1/4	S06	T6S	R2E
THOSE PORTIONS OF S1/2 LYING NORTH OF THE REPUBLICAN RIVER, NW1/4, S1/2 OF NE1/4	S01	T6S	R1E
ALL	S02	T6S	R1E
S1/2, E1/2 AND E1/2 OF W1/2 OF NE1/4	S03	T6S	R1E
THOSE PORTIONS LYING NORTH OF THE REPUBLICAN RIVER	S10	T6S	R1E
THOSE PORTIONS LYING NORTH OF THE REPUBLICAN RIVER	S11	T6S	R1E
THOSE PORTIONS LYING NORTH OF THE REPUBLICAN RIVER	S12	T6S	R1E

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SE1/4, THE S1/2 OF THE NE1/4, THE S1/2 OF SW1/4 AND NE1/4 OF THE SW1/4, THE SE1/4 OF THE NW1/4	S22	T5S	R1W
S1/2, THE NE1/4, THE S1/2 OF THE NW1/4	S23	T5S	R1W
SW1/4, THE S1/2 OF NW1/4 AND NW1/4 OF THE NW1/4	S24	T5S	R1W
W1/2, THE S1/2 OF THE NE1/4, THAT PORTION OF THE SE1/4 LYING NORTH OF THE REPUBLICAN RIVER	S25	T5S	R1W
ALL OF THAT PORTION OF SEC 26 LYING NORTH OF THE REPUBLICAN RIVER	S26	T5S	R1W
THE NE1/4, THE N1/2 OF THE NW1/4 AND SE1/4 OF THE NW1/4, THAT PORTION OF THE SE1/4 AND E1/2 OF THE SE1/4 LYING NORTH OF THE REPUBLICAN RIVER	S27	T5S	R1W
THOSE PORTIONS OF SEC 35 AND 36 LYING NORTH OF THE REPUBLICAN RIVER	S35	T5S	R1W
THOSE PORTIONS OF SEC 35 AND 36 LYING NORTH OF THE REPUBLICAN RIVER	S36	T5S	R1W
W1/2, THE W1/2 OF THE E1/2	S04	T5S	R2W
E1/2, THE NW1/4	S05	T5S	R2W
N1/2, THE N1/2 OF THE SW1/4	S06	T5S	R2W
SE1/4, THE E1/2 OF THE NE1/4	S08	T5S	R2W
W1/2, THE W1/2 OF THE E1/2	S09	T5S	R2W
W1/2 OF THE NW1/4	S16	T5S	R2W
NE1/4	S17	T5S	R2W
THAT PORTION OF THE W1/2 OF THE SW1/4 LYING SOUTH OF THE REPUBLICAN RIVER	S19	T5S	R2W
THAT PORTION OF THE SW1/4 LYING SOUTH OF THE REPUBLICAN RIVER	S27	T5S	R2W
THAT PORTION LYING SOUTH OF THE REPUBLICAN RIVER	S28	T5S	R2W
E1/2 OF THE SE1/4 OF THE SE1/4	S29	T5S	R2W
W1/2	S30	T5S	R2W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
W1/2, THE SE1/4, THE W1/2 OF NE1/4 AND SE1/4 OF THE NE1/4	S31	T5S	R2W
E1/2 OF THE SW1/4, THE S1/2 OF THE SW1/4 OF THE NW1/4 AND THAT PORTION OF THE SE1/4 OF THE NW1/4 LYING SOUTH OF THE REPUBLICAN RIVER, THE E1/2 OF THE NE1/4 OF THE NE1/4 AND THAT PORTION OF THE E1/2 OF THE SE1/4 OF THE NE1/4 LYING NORTH OF THE REPUBLICAN RIVER, THAT PORTION OF THE S1/2 OF THE NE1/4 LYING SOUTH OF THE REPUBLICAN RIVER, THE N1/2 OF SE1/4 AND SW1/4 OF SE1/4	S32	T5S	R2W
ALL	S33	T5S	R2W
W1/2	S34	T5S	R2W
NE1/4, THE N1/2 OF THE SE1/4, THE E1/2 OF THE NW1/4, THE NE1/4 OF THE SW1/4	S01	T5S	R3W
S 1/6 OF THE SE 1/4 OF THE SW 1/4	S16	T5S	R3W
W 7/8 OF THE NE 1/4 AND NW 1/4 AND S 1/2 OF THE NE 1/4	S21	T5S	R3W
ALL	S25	T5S	R3W
ALL	S26	T5S	R3W
S1/2, THE NE1/4, THAT PORTION OF THE NW1/4 LYING SOUTH OF THE REPUBLICAN RIVER	S27	T5S	R3W
S1/2, THAT PORTION OF THE N1/2 LYING SOUTH OF THE REPUBLICAN RIVER	S28	T5S	R3W
THAT PORTION LYING SOUTH OF THE REPUBLICAN RIVER	S29	T5S	R3W
THAT PORTION LYING SOUTH OF THE REPUBLICAN RIVER	S30	T5S	R3W
ALL	S31	T5S	R3W
ALL	S32	T5S	R3W
ALL	S33	T5S	R3W
ALL	S34	T5S	R3W
ALL	S35	T5S	R3W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL	S36	T5S	R3W
THAT PORTION OF THE SE1/4 LYING SOUTH OF THE REPUBLICAN RIVER	S24	T5S	R4W
E1/2, THE E1/2 OF THE SW1/4	S25	T5S	R4W
E1/2, THE E1/2 OF THE NW1/4	S36	T5S	R4W
NW1/4, THE W1/2 OF THE NE1/4, THE W1/2 OF SW1/4 AND NE1/4 OF THE SW1/4	S02	T5S	R5W
ALL	S03	T5S	R5W
S1/2	S04	T5S	R5W
S1/2, THE S1/2 OF THE NW1/4	S05	T5S	R5W
S1/2	S06	T5S	R5W
E1/2, THE NW1/4	S07	T5S	R5W
ALL	S08	T5S	R5W
ALL	S09	T5S	R5W
ALL	S10	T5S	R5W
SW1/4, THE W1/2 OF THE NW1/4, THE SW1/4 OF THE SE1/4	S11	T5S	R5W
SW1/4, THE W1/2 OF THE SE1/4, THE S1/2 OF THE NW1/4, THE SW1/4 OF THE NE1/4	S13	T5S	R5W
S1/2, THE NW1/4, THE S1/2 OF THE NE1/4 AND NW1/4 OF THE NE1/4	S14	T5S	R5W
ALL	S15	T5S	R5W
N1/2, THE E1/2 OF THE SE1/4	S16	T5S	R5W
N1/2	S17	T5S	R5W
NE1/4	S18	T5S	R5W
SE1/4, THE E1/2 OF THE NE1/4	S21	T5S	R5W
ALL	S22	T5S	R5W
NW1/4, -SW1/4, THE W1/2 OF THE SE1/4, THE W1/2 OF NE1/4 AND NE1/4 OF THE NE1/4	S23	T5S	R5W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NW1/4, THE W1/2 OF THE NE1/4, THAT PORTION OF THE SW1/4 AND THE W1/2 OF THE SE1/4 LYING NORTH OF THE M.O.P. R.R. R/W	S24	T5S	R5W
W1/2 OF THE E1/2, THE SW1/4, NW1/4	S26	T5S	R5W
ALL	S27	T5S	R5W
NE1/4, THE N1/2 OF SE1/4 AND SE1/4 OF THE SE1/4	S28	T5S	R5W
E1/2 OF THE NE1/4	S33	T5S	R5W
E1/2, THE NW1/4, THE E1/2 OF THE SW1/4	S34	T5S	R5W
W1/2, THE W1/2 OF THE NE1/4	S35	T5S	R5W
W1/2	S03	T6S	R2W
ALL	S04	T6S	R2W
E1/2 OF THE SE1/4	S05	T6S	R2W
NW1/4	S06	T6S	R2W
E1/2 OF THE NE1/4, THE NE1/4 OF THE SE1/4	S08	T6S	R2W
N1/2, THE SE1/4, THE N1/2 OF SW1/4 AND SE1/4 OF THE SW1/4	S09	T6S	R2W
W1/2, THE SE1/4	S10	T6S	R2W
N1/2, THE N1/2 OF THE S1/2	S15	T6S	R2W
NE1/4, THE N1/2 OF THE SE1/4, THE E1/2 OF THE NW1/4, THE NE1/4 OF THE SW1/4	S16	T6S	R2W
S1/2 OF THE SE1/4, THE SE1/4 OF THE SW1/4	S21	T6S	R2W
SW1/4 OF THE SW1/4	S22	T6S	R2W
SW1/4, THE W1/2 OF THE NW1/4	S27	T6S	R2W
E1/2, THE E1/2 OF THE NW1/4	S28	T6S	R2W
E1/2	S33	T6S	R2W
ALL	S34	T6S	R2W
N1/2, THE SW1/4	S01	T6S	R3W
ALL	S02	T6S	R3W
ALL	S03	T6S	R3W
ALL	S04	T6S	R3W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
N1/2, THE SE1/4, THE E1/2 OF SW1/4 AND N1/2 OF THE NW1/4 OF THE SW1/4	S05	T6S	R3W
N1/2, THE N1/2 OF THE N1/2 OF THE S1/2	S06	T6S	R3W
NE1/4, THE E1/2 OF NW1/4, AND THE E1/2 OF THE W1/2 OF THE NW1/4, THE E1/2 OF THE SE1/4	S08	T6S	R3W
W1/2, THE NE1/4, THE W1/2 OF SE1/4 AND NE1/4 OF THE SE1/4	S09	T6S	R3W
N1/2, THE N1/2 OF THE S1/2	S10	T6S	R3W
N1/2, THE N1/2 OF THE S1/2	S11	T6S	R3W
NW1/4, THE N1/2 OF THE SW1/4	S12	T6S	R3W
W1/2, THE W1/2 OF THE E1/2	S16	T6S	R3W
SE1/4, THE E1/2 OF THE SW1/4, THE E1/2 OF THE NE1/4	S17	T6S	R3W
NE1/4, THE E1/2 OF THE NW1/4	S20	T6S	R3W
NW1/4, THE W1/2 OF THE NE1/4, THE NE1/4 OF SW1/4 AND N1/2 OF SE1/4 OF THE SW1/4, THE NW1/4 OF SE1/4 AND N1/2 OF SW1/4 OF THE SE1/4	S21	T6S	R3W
W1/2 OF THE SW1/4	S27	T6S	R3W
S1/2, THE S1/2 OF THE NW1/4, THE S1/2 OF NE1/4 OF NW1/4 AND NE1/4 OF THE NE1/4 OF THE NW1/4, THE W1/2 OF THE SW1/4 OF THE NE1/4, THE SW1/4 OF THE NW1/4 OF THE NE1/4	S28	T6S	R3W
SE1/4, THE SE1/4 OF THE SW1/4	S29	T6S	R3W
SE1/4	S31	T6S	R3W
S1/2, THE NE1/4, THE E1/2 OF THE NW1/4	S32	T6S	R3W
ALL	S33	T6S	R3W
W1/2 OF THE W1/2	S34	T6S	R3W
NE1/4, THE N1/2 OF THE N1/2 OF THE SE1/4	S01	T6S	R4W
W1/2	S02	T6S	R5W
E1/2	S03	T6S	R5W
ALL	S07	T6S	R5W
ALL	S08	T6S	R5W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S1/2, THE NW1/4	S09	T6S	R5W
S1/2, THE NE1/4	S10	T6S	R5W
W1/2, THE SW1/4 OF THE NE1/4, THE W1/2 OF THE SE1/4	S11	T6S	R5W
W1/2, THE W1/2 OF THE E1/2	S14	T6S	R5W
E1/2, THE N1/2 OF THE N1/2 OF THE NW1/4	S15	T6S	R5W
N1/2 OF THE N1/2	S16	T6S	R5W
ALL	S17	T6S	R5W
ALL	S18	T6S	R5W
N1/2	S19	T6S	R5W
N1/2	S20	T6S	R5W
E1/2, THE E1/2 OF THE SW1/4	S22	T6S	R5W
W1/2, THE NE1/4	S23	T6S	R5W
S1/2, THE S1/2 OF NW1/4 AND NW1/4 OF THE NW1/4	S26	T6S	R5W
S1/2, THE NE1/4, THE E1/2 OF THE NW1/4	S27	T6S	R5W
S1/2	S28	T6S	R5W
N1/2, THE SE1/4	S33	T6S	R5W
ALL	S34	T6S	R5W
ALL	S35	T6S	R5W
SW1/4	S36	T6S	R5W
W1/2, THE NE1/4	S03	T7S	R2W
E1/2	S04	T7S	R2W
E1/2	S09	T7S	R2W
SW1/4, THE W1/2 OF THE SE1/4, THE W1/2 OF THE NW1/4	S10	T7S	R2W
NW1/4, THE W1/2 OF THE NE1/4	S15	T7S	R2W
N1/2 OF THE NE1/4	S16	T7S	R2W
W1/2 OF THE NW1/4	S03	T7S	R3W
N1/2, THE NW1/4 OF SE1/4 AND W1/2 OF THE SW1/4 OF THE SE1/4, THE NE1/4 OF SW1/4 AND E1/2 OF THE SE1/4 OF THE SW1/4	S04	T7S	R3W
N1/2	S05	T7S	R3W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NE1/4	S06	T7S	R3W
SE1/4 OF NW1/4 AND E1/2 OF THE NE1/4 OF THE NW1/4, THE SW1/4 OF NE1/4 AND W1/2 OF THE NW1/4 OF NE1/4 AND W1/2 OF THE SE1/4 OF THE NE1/4, THE W1/2 OF SE1/4 AND THE W1/2 OF THE NE1/4 OF THE SE1/4, THE E1/2 OF THE SW1/4	S09	T7S	R3W
SE1/4, THE E1/2 OF THE W1/2, THE S1/2 OF THE NE1/4 AND NW1/4 OF THE NE1/4	S16	T7S	R3W
NE1/4, THE E1/2 OF THE NW1/4	S21	T7S	R3W
W1/2, THE W1/2 OF THE SE1/2	S01	T7S	R5W
ALL	S02	T7S	R5W
ALL	S03	T7S	R5W
N1/4	S04	T7S	R5W
E1/2	S10	T7S	R5W
ALL	S11	T7S	R5W
W1/2, THE W1/2 OF THE NE1/4	S12	T7S	R5W
E1/2	S14	T7S	R5W
E1/2, THE E1/2 OF THE NW1/4	S23	T7S	R5W
SW1/4, THE S1/2 OF THE NW1/4	S25	T7S	R5W
E1/2	S26	T7S	R5W
E1/2	S35	T7S	R5W
N1/2 OF THE NW1/4	S36	T7S	R5W
SW1/4, THE W1/2 OF THE SE1/4, S1/2 OF THE NW1/4, THE SW1/4 OF THE NE1/4	S01	T8S	R5W
E1/2	S02	T8S	R5W
SW1/4, THE W1/2 OF THE SE1/4	S03	T8S	R5W
S1/2	S04	T8S	R5W
S1/2	S05	T8S	R5W
S1/2, THE S1/2 OF THE NW1/4	S06	T8S	R5W
ALL	S07	T8S	R5W
ALL	S08	T8S	R5W

Cloud County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL	S09	T8S	R5W
S1/2, THE NW1/4, THE W1/2 OF THE NE1/4 AND SE1/4 OF THE NE1/4	S10	T8S	R5W
SW1/4, THE S1/2 OF THE NW1/4, THE NE1/4, THAT PORTION OF THE SE1/4 LYING NORTH OF U.S. #24	S11	T8S	R5W
W1/2 OF THE E1/2, THE NW1/4, THAT PORTION OF THE SW1/4 LYING NORTH OF HWY 24 AND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF GLASCO	S12	T8S	R5W
SE1/4, THE S1/2 OF SW1/4 AND NE1/4 OF SW1/4, NW1/4 OF NE1/4, THE E1/2 OF E1/2 OF NW1/4	S13	T8S	R5W
NW1/4 OF NW1/4, THAT PORTION OF SW1/4 OF NW1/4 LYING SOUTH OF U.P. R.R.	S14	T8S	R5W
N1/2	S15	T8S	R5W
N1/2	S16	T8S	R5W
NE1/4	S17	T8S	R5W

Jewell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S1/2 OF THE SE1/4	S09	T2S	R8W
SW1/4, THE S1/2 OF THE SE1/4	S10	T2S	R8W
S1/2 OF SW1/4 AND NE1/4 OF THE SW1/4, THE W1/2 OF THE SE1/4	S11	T2S	R8W
N1/2 OF THE NW1/4, THE NW1/4 OF THE NE1/4	S14	T2S	R8W
W1/2, THE NE1/4	S15	T2S	R8W
ALL	S16	T2S	R8W
E1/2 OF THE SE1/4	S20	T2S	R8W
ALL	S21	T2S	R8W
W1/2, THE W1/2 OF THE SE1/4	S22	T2S	R8W
W1/2, THE W1/2 OF THE E1/2	S27	T2S	R8W
E1/2, THE NW1/4, THE E1/2 OF THE SW1/4	S28	T2S	R8W
E1/2 OF THE NE1/4	S29	T2S	R8W
E1/2, THE E1/2 OF THE W1/2	S33	T2S	R8W
W1/2	S34	T2S	R8W
SW1/4 OF THE SW1/4	S13	T2S	R9W
W1/2, THE S1/2 OF SE1/4 AND NW1/4 OF THE SE1/4, THE SW1/4 OF THE NE1/4	S14	T2S	R9W
N1/2, THE SE1/4, THE N1/2 OF SW1/4 AND SE1/4 OF THE SW1/4	S15	T2S	R9W
E1/2, THE E1/2 OF THE NW1/4	S22	T2S	R9W
ALL	S23	T2S	R9W
W1/2	S24	T2S	R9W
W1/2	S25	T2S	R9W
E1/2, THE NW1/4	S26	T2S	R9W
E1/2 OF THE NE1/4	S27	T2S	R9W
E1/2, THE S1/2 OF THE NW1/4, THE N1/2 OF THE SW1/4	S35	T2S	R9W
NW1/4, THE W1/2 OF THE NE1/4	S36	T2S	R9W
SE1/4 OF THE NE1/4, THE NE1/4 OF THE SE1/4	S33	T2S	R10W
SW1/4, THE S1/2 OF THE NW1/4, THE W1/2 OF SE1/4 AND SE1/4 OF THE SE1/4	S34	T2S	R10W

Jewell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SW1/4	S35	T2S	R10W
S1/2, THE S1/2 OF THE NE1/4	S13	T3S	R6W
S1/2, THE S1/2 OF THE NW1/4	S14	T3S	R6W
S1/2 THE S1/2 OF THE NE1/4	S15	T3S	R6W
SE1/4, THE S1/2 OF THE NE1/4	S16	T3S	R6W
E1/2	S20	T3S	R6W
ALL	S21	T3S	R6W
W1/2, THE NE1/4	S22	T3S	R6W
N1/2, THE N1/2 OF THE SE1/4	S23	T3S	R6W
N1/2, THE N1/2 OF THE S1/2	S24	T3S	R6W
NW1/4, THE N1/2 OF THE S1/2, THE S1/2 OF THE NE1/4	S27	T3S	R6W
N1/2, THE N1/2 OF THE S1/2	S28	T3S	R6W
NE1/4	S29	T3S	R6W
W1/2, THE W1/2 OF THE SE1/4	S03	T3S	R8W
S1/2, THE NE1/4, THE E1/2 OF THE NW1/4	S04	T3S	R8W
S1/2	S05	T3S	R8W
SW1/4, THE S1/2 OF THE NW1/4	S06	T3S	R8W
N1/2	S07	T3S	R8W
SE1/4, THE E1/2 OF THE SW1/4	S08	T3S	R8W
N1/2, THE SE1/4, THE E1/2 OF SW1/4	S09	T3S	R8W
N1/2, THE SW1/4, THE N1/2 OF THE SE1/4	S10	T3S	R8W
NE1/4, THE NE1/4 OF THE SE1/4	S15	T3S	R8W
SW1/4	S21	T3S	R8W
S1/2, THE S1/2 OF THE NE1/4	S23	T3S	R8W
SW1/4, THE W1/2 OF THE SE1/4, THE SW1/4 OF NW1/4	S24	T3S	R8W
NW1/4, THE SE1/4, THE W1/2 OF THE NE1/4	S25	T3S	R8W
N1/2, THE SW1/4	S26	T3S	R8W
E1/2 OF THE SE1/4 AND SW1/4 OF THE SE1/4	S27	T3S	R8W
E1/2	S34	T3S	R8W

Jewell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
W1/2, THE W1/2 OF THE E1/2 NE1/4	S35 S36	T3S T3S	R8W R8W
W1/2, THE SE1/4, THE S1/2 OF THE NE1/4	S01	T3S	R9W
E1/2, THE E1/2 OF THE SW1/4	S02	T3S	R9W
NE1/4, THE E1/2 OF THE NW1/4, THE N1/2 OF THE SE1/4, THE NE1/4 OF THE SW1/4	S11	T3S	R9W
ALL	S12	T3S	R9W
N1/2	S13	T3S	R9W
W1/2, THE W1/2 OF THE SE1/4, THE SW1/4 OF THE NE1/4	S02	T3S	R10W
E 1/2, THE NW1/4, THE E1/2 OF THE SW1/4	S03	T3S	R10W
S1/2, THE S1//2 OF THE NW1/4	S04	T3S	R10W
E1/2 OF THE SE1/4, THE SE1/4 OF THE NE1/4	S05	T3S	R10W
E1/2 OF THE NE1/4 AND SW1/4 OF THE NE1/4, THE N1/2 OF THE SE1/4	S08	T3S	R10W
N1/2, THE N1/2 OF THE S1/2	S09	T3S	R10W
N1/2, THE N1/2 OF THE S1/2	S10	T3S	R10W
NW1/4, THE N1/2 OF THE SW1/4, THE W1/2 OF THE NE1/4, THE NW1/4 OF THE SE1/4	S11	T3S	R10W
SE1/4	S12	T4S	R6W
E1/2	S13	T4S	R6W
E1/2	S24	T4S	R6W
E1/2	S25	T4S	R6W
S1/2	S31	T4S	R6W
SE1/4	S32	T4S	R6W
S1/2, THE S1/2 OF THE NE1/4, THE SE1/4 OF THE NW1/4	S33	T4S	R6W
S1/2, THE S1/2 OF THE NW1/4	S34	T4S	R6W
S1/2, THE NE1/4	S36	T4S	R6W
W1/2 OF THE NW1/4	S06	T4S	R7W
W1/2 OF THE NW1/4, THE SW1/4 OF THE SW1/4	S18	T4S	R7W
SW1/4	S19	T4S	R7W
S1/2 OF THE SE1/4	S20	T4S	R7W

Jewell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S1/2 OF THE SW1/4	S21	T4S	R7W
W1/2, THE NW1/4 OF THE SE1/4, THE SW1/4 OF THE NE1/4	S28	T4S	R7W
S1/2, THE NE 1/4	S29	T4S	R7W
S1/2, THE NW1/4, THE W1/2 OF THE NE1/4	S30	T4S	R7W
N1/2	S31	T4S	R7W
N1/2, THE SE1/4, THE N1/2 OF SW1/4 AND SE1/4 OF THE SW1/4	S32	T4S	R7W
W1/2, THE SE1/4, THE S1/2 OF THE NE1/4	S33	T4S	R7W
S1/2, THE S1/2 OF THE N1/2	S34	T4S	R7W
S1/2, THE S1/2 OF THE N1/2	S35	T4S	R7W
S1/2, THE S1/2 OF THE N1/2	S36	T4S	R7W
E1/2, THE SW1/4, THE S1/2 OF THE NW1/4	S01	T4S	R8W
W1/2, THE SE1/4, THE W1/2 OF THE NE1/4, THE SE1/4 OF THE NE1/4, NW 1/4 AND THE S1/2 OF THE NE1/4 OF THE NE1/4	S02	T4S	R8W
E1/2 OF THE E1/2	S03	T4S	R8W
NW1/4, THE SE1/4, THE W1/2 OF THE NE1/4	S11	T4S	R8W
S1/2	S12	T4S	R8W
N1/2, THE E1/2 OF THE SE1/4	S13	T4S	R8W
SE1/4, THE E1/2 OF THE NE1/4	S24	T4S	R8W
E1/2, THE S1/2 OF THE NW1/4	S25	T4S	R8W
N1/2, THE N1/2 OF THE SE1/4	S36	T4S	R8W
ALL	S01	T4S	R6W
ALL	S02	T5S	R6W
ALL	S03	T5S	R6W
ALL	S04	T5S	R6W
ALL	S05	T5S	R6W
ALL	S06	T5S	R6W
N1/2	S07	T5S	R6W
THAT PORTON OF SECS 8 AND 9 LYING NORTH OF THE MOP R.R. R/W	S08	T5S	R6W

Jewell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
THAT PORTION OF SECS 8 AND 9 LYING NORTH OF THE MOP R.R. R/W	S09	T5S	R6W
N1/2	S10	T5S	R6W
N1/2, THE NE1/4 OF THE SW1/4, THE N1/2 OF SE1/4 AND SE1/4 OF THE SE1/4	S11	T5S	R6W
W1/2, THE N1/2 OF THE NE1/4	S12	T5S	R6W
ALL	S01	T5S	R7W
ALL	S02	T5S	R7W
N1/2, THE N1/2 OF THE SW1/4	S03	T5S	R7W
N1/2, THE N1/2 OF THE SE1/4	S04	T5S	R7W
NE1/4, THE E1/2 OF THE NW1/4	S05	T5S	R7W
N1/2	S11	T5S	R7W
N1/2, THE N1/2 OF THE S1/2	S12	T5S	R7W

Mitchell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SE1/4, S1/2 OF THE NE1/4	S10	T6S	R6W
S1/2, THE S1/2 OF THE N1/2	S11	T6S	R6W
S1/2, THE NE1/4, S1/2 OF THE NW1/4	S12	T6S	R6W
N1/2, SE1/4	S13	T6S	R6W
N1/2, N1/2 OF THE SW1/4	S14	T6S	R6W
NE1/4	S15	T6S	R6W
NE1/4	S24	T6S	R6W
S1/2	S19	T6S	R9W
S1/2, THE NE1/4	S20	T6S	R9W
W1/2, THE S1/2 OF THE SE1/4	S21	T6S	R9W
ALL	S28	T6S	R9W
ALL	S29	T6S	R9W
ALL	S30	T6S	R9W
N1/2	S31	T6S	R9W
N1/2	S32	T6S	R9W
N1/2	S33	T6S	R9W
S1/2	S19	T6S	R10W
S1/2	S20	T6S	R10W
S1/2	S24	T6S	R10W
ALL	S25	T6S	R10W
ALL	S26	T6S	R10W
ALL	S29	T6S	R10W
ALL	S30	T6S	R10W
ALL	S31	T6S	R10W
ALL	S32	T6S	R10W
ALL	S33	T6S	R10W
N1/2	S34	T6S	R10W
N1/2	S35	T6S	R10W
N1/2	S36	T6S	R10W
S1/2 OF THE S1/2	S27	T7S	R6W

Mitchell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E1/2, THE E1/2 OF THE SW1/4, THE E1/2 OF NW1/4 AND NW1/4 OF THE NW1/4	S34	T7S	R6W
S1/2	S35	T7S	R6W
SW1/4	S36	T7S	R6W
ALL	S04	T7S	R10W
ALL	S05	T7S	R10W
ALL	S06	T7S	R10W
ALL	S07	T7S	R10W
ALL	S08	T7S	R10W
ALL	S09	T7S	R10W
ALL	S17	T7S	R10W
ALL	S18	T7S	R10W
ALL	S19	T7S	R10W
W1/2	S20	T7S	R10W
W1/2	S29	T7S	R10W
ALL	S30	T7S	R10W
E1/2, THE NW1/4	S31	T7S	R10W
W1/2	S32	T7S	R10W
ALL	S01	T8S	R6W
E1/2, THE NW1/4	S02	T8S	R6W
NE1/4, THE NE1/4 OF THE NW1/4	S03	T8S	R6W
E1/2	S11	T8S	R6W
ALL	S12	T8S	R6W
W1/2 OF THE SW1/4	S30	T8S	R9W
W1/2 OF THE NW 1/4	S31	T8S	R9W
W1/2, THE S1/2 OF THE NE1/4, N1/2 OF THE SE1/4	S05	T8S	R10W
E1/2, THE E1/2 OF THE SW1/4	S06	T8S	R10W
E1/2, THE SW1/4, THE E1/2 OF THE NW 1/4	S07	T8S	R10W
SW1/4, THE W1/2 OF THE SE1/4, THE W1/2 OF THE NW 1/4	S08	T8S	R10W

Mitchell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SW1/4	S14	T8S	R10W
SE1/4	S15	T8S	R10W
W1/2, THE NE 1/4	S17	T8S	R10W
ALL	S18	T8S	R10W
NE1/4, SE1/4, E1/2 OF THE W1/2	S19	T8S	R10W
SE1/4, THE NW1/4 THE W1/2 OF NE1/4 AND SE1/4 OF THE NE1/4, SW1/4	S20	T8S	R10W
SE1/4, THE S1/2 OF THE S1/2 OF THE SW1/4	S21	T8S	R10W
S1/2, THE NE1/4	S22	T8S	R10W
W1/2, THE S1/2 OF THE SE1/4	S23	T8S	R10W
S1/2 OF THE SW1/4	S24	T8S	R10W
W1/2, THE SE1/4	S25	T8S	R10W
ALL	S26	T8S	R10W
ALL	S27	T8S	R10W
ALL	S28	T8S	R10W
E1/2, THE NW 1/4	S29	T8S	R10W
E1/2 OF THE NW1/4, THE NE1/4	S30	T8S	R10W
N1/2, THE SE1/4	S33	T8S	R10W
ALL	S34	T8S	R10W
ALL	S35	T8S	R10W
W1/2, THE NE1/4	S36	T8S	R10W
SW1/4, THE W1/2 OF THE NW1/4, THE W1/2 OF THE SE1/4	S01	T9S	R10W
ALL	S02	T9S	R10W
ALL	S03	T9S	R10W
ALL	S10	T9S	R10W
ALL	S11	T9S	R10W
W1/2, THE W1/2 OF THE E1/2	S12	T9S	R10W
ALL	S13	T9S	R10W
NE1/4	S14	T9S	R10W

Mitchell County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E1/2, THE SE1/4 OF THE NW 1/4, THE NE1/4 OF THE SW 1/4	S23	T9S	R10W
W1/2, THE NE1/4	S24	T9S	R10W
W1/2	S25	T9S	R10W
S1/2, THE S1/2 OF THE NE1/4	S26	T9S	R10W
SE1/4	S27	T9S	R10W
E1/2	S34	T9S	R10W
ALL	S35	T9S	R10W
W1/2	S36	T9S	R10W

Norton County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S 1/2, S 1/2 OF NW 1/4, SW 1/4 OF NE 1/4	S01	T2S	R21W
S 1/2, THAT PORTION OF THE NW 1/4 LYING SOUTH OF THE C.B.&Q. R.R. R/W	S02	T2S	R21W
S 1/2, W 1/2 OF NW 1/4, THAT PORTION OF E 1/2 OF NW 1/4 LYING SOUTH OF C.B.&Q. R.R. R/W, THAT PORTION OF THE NE 1/4 LYING SOUTH OF C.B.&Q. R.R. R/W	S03	T2S	R21W
S 1/2, NE 1/4	S04	T2S	R21W
S 1/2 OF S 1/2, NE 1/4 OF SE 1/4	S05	T2S	R21W
S 1/2 OF SE 1/4	S06	T2S	R21W
NE 1/4, E 1/2 OF SE 1/4	S07	T2S	R21W
ALL	S08	T2S	R21W
N 1/2, SW 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF SE 1/4	S09	T2S	R21W
N 1/2, N 1/2 OF SE 1/4	S10	T2S	R21W
NW 1/4, N 1/2 OF SW 1/4, NW 1/4 OF SE 1/4, SW 1/4 AND NW 1/4 AND NE 1/4 OF NE 1/4	S11	T2S	R21W
N 1/2, NE 1/4 OF SW 1/4, NW 1/4 OF SE 1/4	S12	T2S	R21W
SW 1/4	S15	T2S	R21W
ALL	S16	T2S	R21W
N 1/2, SE 1/4	S17	T2S	R21W
NE 1/4	S18	T2S	R21W
NE 1/4	S21	T2S	R21W
NW 1/4	S22	T2S	R21W

Osborne County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S/2	S19	T6S	R11W
S/2	S20	T6S	R11W
S/2, S/2 OF N/2	S21	T6S	R11W
S/2, S/2 OF N/2	S22	T6S	R11W
S/2, S/2 OF NE/4	S23	T6S	R11W
S/2, S/2 OF NW/4	S24	T6S	R11W
ALL	S25	T6S	R11W
ALL	S26	T6S	R11W
ALL	S27	T6S	R11W
ALL	S28	T6S	R11W
E/2, NW/4	S29	T6S	R11W
N/2, N/2 OF S/2	S30	T6S	R11W
E/2	S32	T6S	R11W
ALL	S33	T6S	R11W
ALL	S34	T6S	R11W
ALL	S35	T6S	R11W
ALL	S36	T6S	R11W
W/2, W/2 OF E/2	S05	T6S	R12W
E/2, NW/4	S06	T6S	R12W
E/2	S07	T6S	R12W
W/2, SE/4, W/2 OF NE/4	S08	T6S	R12W
W/2, W/2 OF E/2, E/2 OF NE/4	S17	T6S	R12W
E/2	S18	T6S	R12W
ALL EXCEPT NW/4	S19	T6S	R12W
ALL EXCEPT SW/4 OF SW/4 AND NE/4 OF NE/4	S20	T6S	R12W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, W/2 OF SE/4	S21	T6S	R12W
SE/4	S22	T6S	R12W
SE/4	S23	T6S	R12W
SE/4	S24	T6S	R12W
NE/4, N/2 OF SE/4	S25	T6S	R12W

Osborne County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NW/4	S26	T6S	R12W
N/2, N/2 OF S/2	S28	T6S	R12W
NE/4, E/2 OF NW/4, N/2 OF SE/4, NE/4 OF SW/4	S29	T6S	R12W
N/2, N/2 OF S/2	S30	T6S	R12W
SE/4	S23	T6S	R13W
S/2	S24	T6S	R13W
N/2	S25	T6S	R13W
NE/4	S26	T6S	R13W
ALL	S01	T7S	R11W
ALL	S02	T7S	R11W
ALL	S03	T7S	R11W
ALL	S04	T7S	R11W
E/2	S05	T7S	R11W
ALL	S11	T7S	R11W
N/2	S12	T7S	R11W
NE/4, E/2 OF SE/4	S14	T7S	R11W
SE/4, E/2 OF NE/4	S23	T7S	R11W
SE/4, E/2 OF SW/4	S25	T7S	R11W
E/2	S26	T7S	R11W
N/2 OF NE/4	S35	T7S	R11W
NE/4, NE/4 OF NW/4	S36	T7S	R11W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S 1/2 EXCEPT SW 1/4 OF SW 1/4 OF SW 1/4, NE 1/4 AND SW 1/4 AND SE 1/4 OF NW 1/4, SE 1/4 AND SW 1/4 AND NW 1/4 OF NE 1/4	S23	T1S	R20W
SW 1/4, S 1/2 OF NW 1/4	S24	T1S	R20W
W 1/2, SW 1/4 OF SE 1/4	S25	T1S	R20W
E 1/2, E 1/2 OF SW 1/4, SW 1/4 AND SE 1/4 AND NE 1/4 OF NW 1/4	S26	T1S	R20W
E 1/2, E 1/2 OF W 1/2	S35	T1S	R20W
N 1/2, N 1/2 OF SE 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF SW 1/4	S36	T1S	R20W
SW 1/4, S 1/2 OF NW 1/4	S31	T2S	R18W
SW 1/4	S07	T2S	R19W
NW 1/4, N 1/2 OF SW 1/4	S18	T2S	R19W
S 1/2, S 1/2 OF NW 1/4, SW 1/4 OF NE 1/4	S31	T2S	R19W
NE 1/4 OF SE 1/4, SE 1/4 OF NE 1/4	S35	T2S	R19W
S 1/2, S 1/2 OF N 1/2	S36	T2S	R19W
SW 1/4, SE 1/4 AND SW 1/4 AND NW 1/4 OF NW 1/4	S01	T2S	R20W
S 1/2, NE 1/4, E 1/2 OF NW 1/4	S02	T2S	R20W
S 1/2, W 1/2 OF NE 1/4, SW 1/4 AND SE 1/4 AND NE 1/4 AND E 1/2 OF NW 1/4 OF NW 1/4	S03	T2S	R20W
SW 1/4 OF NW 1/4, NW 1/4 AND SW 1/4 AND SE 1/4 OF SW 1/4, SW 1/4 AND SE 1/4 AND NE 1/4 AND S 1/2 OF NW 1/4 OF SE 1/4	S04	T2S	R20W
S 1/2, S 1/2 OF N1/2	S05	T2S	R20W
SE 1/4, S 1/2 OF NE 1/4, S 1/2 OF SW 1/4	S06	T2S	R20W
N 1/2	S07	T2S	R20W
N 1/2, E 1/2 OF SW 1/4, SE 1/4	S08	T2S	R20W
ALL	S09	T2S	R20W
N 1/2, SW 1/4	S10	T2S	R20W
N 1/2, SE 1/4, E 1/2 OF SW 1/4	S11	T2S	R20W
W 1/2, SE 1/4	S12	T2S	R20W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NE 1/4, W 1/2, SW 1/4 AND NW 1/4 AND NE 1/4 OF SE 1/4	S13	T2S	R20W
E 1/2, E 1/2 OF W 1/2	S14	T2S	R20W
W 1/2, W 1/2 OF SE 1/4	S15	T2S	R20W
N 1/2, N 1/2 OF S 1/2	S16	T2S	R20W
E 1/2, E 1/2 OF W 1/2	S17	T2S	R20W
NE 1/4 OF NE 1/4 OF NE 1/4	S20	T2S	R20W
N 1/2 OF NW 1/4, NW 1/4 OF NE 1/4	S22	T2S	R20W
E 1/2, E 1/2 OF SW 1/4	S23	T2S	R20W
W 1/2, W 1/2 OF E 1/2	S24	T2S	R20W
W 1/2, N 1/2 OF SE 1/4, NW 1/4 AND SW 1/4 AND SE 1/4 OF NE 1/4	S25	T2S	R20W
E 1/2, NE 1/4 OF NW 1/4	S26	T2S	R20W
SE 1/4, S 1/2 OF NE 1/4	S33	T2S	R20W
S 1/2, S 1/2 OF N 1/2	S34	T2S	R20W
S 1/2, NE 1/4, S 1/2 OF NW 1/4	S35	T2S	R20W
S 1/2, S 1/2 OF N 1/2	S36	T2S	R20W
ALL	S12	T3S	R16W
N 1/2, SE 1/4, NE 1/4 AND NW 1/4 AND SE 1/4 OF SW 1/4	S13	T3S	R16W
SW 1/4 OF SW 1/4	S19	T3S	R16W
SE 1/4, E 1/2 OF SW 1/4	S20	T3S	R16W
W 1/2 OF SW 1/4	S21	T3S	R16W
SE 1/4, E 1/2 OF SW 1/4, S 1/2 OF NE 1/4, SE 1/4 OF NW 1/4	S22	T3S	R16W
W 1/2 OF SW 1/4, SW 1/4 OF NW 1/4	S23	T3S	R16W
SW 1/4, W 1/2 OF SE 1/4, NW 1/4 OF NW 1/4	S26	T3S	R16W
ALL	S27	T3S	R16W
ALL	S28	T3S	R16W
E 1/2, E 1/2 OF NW 1/4, NE 1/4 AND SE 1/4 AND SW 1/4 OF SW 1/4	S29	T3S	R16W
W 1/2 OF W 1/2	S30	T3S	R16W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
N 1/2	S31	T3S	R16W
N 1/2, SE 1/4	S32	T3S	R16W
ALL	S33	T3S	R16W
ALL	S34	T3S	R16W
W 1/2	S35	T3S	R16W
W 1/2, W 1/2 OF E 1/2	S21	T3S	R17W
SE 1/4, E 1/2 OF SW 1/4	S22	T3S	R17W
W 1/2 OF SW 1/4	S23	T3S	R17W
S 1/2 OF S 1/2	S24	T3S	R17W
ALL	S25	T3S	R17W
ALL	S26	T3S	R17W
E 1/2, SW 1/4, E 1/2 OF NW 1/4	S27	T3S	R17W
S 1/2, NW 1/4, W 1/2 OF NE 1/4	S28	T3S	R17W
S 1/2, S 1/2 OF N 1/2	S29	T3S	R17W
S 1/2, S 1/2 OF NE 1/4, SE 1/4 OF NW 1/4	S30	T3S	R17W
N 1/2, N 1/2 OF SE 1/4, NE 1/4 OF SW 1/4	S31	T3S	R17W
N 1/2, N 1/2 OF S 1/2	S32	T3S	R17W
N 1/2, SW 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF SE 1/4	S33	T3S	R17W
N 1/2, N 1/2 OF SW 1/4	S34	T3S	R17W
N 1/2, N 1/2 OF SE 1/4, NE 1/4 OF SW 1/4	S35	T3S	R17W
NW 1/4, SW 1/4 AND NW 1/4 AND NE 1/4 OF NE 1/4, N 1/2 OF SW 1/4, NW 1/4 OF SE 1/4	S36	T3S	R17W
W 1/2	S06	T3S	R18W
N 1/2, N 1/2 OF S 1/2	S07	T3S	R18W
SW 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF SE 1/4, S 1/2 OF N 1/2	S13	T3S	R18W
S 1/2, S 1/2 OF N 1/2	S14	T3S	R18W
S 1/2, S 1/2 OF N 1/2	S15	T3S	R18W
S 1/2 OF NE 1/4, N 1/2 OF SE 1/4	S16	T3S	R18W
SW 1/4, W 1/2 OF SE 1/4	S18	T3S	R18W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL	S19	T3S	R18W
S 1/2, S 1/2 OF N 1/2	S20	T3S	R18W
SW 1/4, S 1/2 OF NW 1/4, S 1/2 OF SE 1/4	S21	T3S	R18W
E 1/2, NW 1/4, NE 1/4 AND SE 1/4 AND SW 1/4 OF SW 1/4	S22	T3S	R18W
ALL	S23	T3S	R18W
W 1/2, NW 1/4 AND NE 1/4 AND SE 1/4 OF SE 1/4, W 1/2 OF NE 1/4	S24	T3S	R18W
W 1/2, W 1/2 OF SE 1/4, SW 1/4 OF NE 1/4	S25	T3S	R18W
ALL	S26	T3S	R18W
ALL	S27	T3S	R18W
N 1/2, N 1/2 OF SE 1/4, NE 1/4 OF SW 1/4	S28	T3S	R18W
NE 1/4, N 1/2 OF NW 1/4	S29	T3S	R18W
NW 1/4, W 1/2 OF NE 1/4, N 1/2 OF SW 1/4, NW 1/4 OF SE 1/4	S30	T3S	R18W
SE 1/4 OF NE 1/4	S33	T3S	R18W
N 1/2, SE 1/4, E 1/2 OF SW 1/4	S34	T3S	R18W
ALL	S35	T3S	R18W
N 1/2, SW 1/4, NW 1/4 OF SE 1/4	S36	T3S	R18W
ALL, EXCEPT SW 1/4 OF SW 1/4	S01	T3S	R19W
S 1/2 OF SW 1/4, SW 1/4 OF SE 1/4	S02	T3S	R19W
SE 1/4, S 1/2 OF SW 1/4	S03	T3S	R19W
S 1/2, SW 1/4 OF NW 1/4	S04	T3S	R19W
S 1/2, S 1/2 OF NE 1/4	S05	T3S	R19W
ALL	S06	T3S	R19W
N 1/2	S07	T3S	R19W
N 1/2	S08	T3S	R19W
N 1/2, NW 1/4 AND NE 1/4 AND SE 1/4 OF SE 1/4	S09	T3S	R19W
ALL	S10	T3S	R19W
ALL	S11	T3S	R19W
SW 1/4, NE 1/4, N 1/2 OF SE 1/4, S 1/2 OF NW 1/4	S12	T3S	R19W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SW 1/4, S 1/2 OF SE 1/4, NW 1/4 AND SW 1/4 AND SE 1/4 OF NW 1/4	S13	T3S	R19W
NE 1/4, E 1/2 OF SE 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF NW 1/4	S14	T3S	R19W
N 1/2	S15	T3S	R19W
NE 1/4 OF NE 1/4	S16	T3S	R19W
NE 1/4, N 1/2 OF SE 1/4, NE 1/4 OF NW 1/4	S24	T3S	R19W
N 1/2, SE 1/4, N 1/2 OF SW 1/4	S01	T3S	R20W
N 1/2, N 1/2 OF S 1/2	S02	T3S	R20W
N 1/2, N 1/2 OF SW 1/4, NW 1/4 OF SE 1/4	S03	T3S	R20W
ALL	S04	T3S	R20W
N 1/2 OF NW 1/4, NW 1/4 OF NE 1/4	S09	T3S	R20W
NW 1/4	S02	T4S	R16W
W 1/2, NE 1/4, W 1/2 OF SE 1/4	S03	T4S	R16W
ALL	S04	T4S	R16W
E 1/2	S05	T4S	R16W
E 1/2	S08	T4S	R16W
ALL	S09	T4S	R16W
W 1/2, W 1/2 OF E 1/2, SE 1/4 OF SE 1/4	S10	T4S	R16W
SW 1/4	S14	T4S	R16W
ALL	S15	T4S	R16W
ALL	S16	T4S	R16W
E 1/2	S17	T4S	R16W
S 1/2	S20	T4S	R16W
E 1/2, SW 1/4, SE 1/4 AND NE 1/4 AND NW 1/4 OF NW 1/4	S21	T4S	R16W
ALL	S22	T4S	R16W
W 1/2, SE 1/4	S23	T4S	R16W
SW 1/4	S24	T4S	R16W
E 1/2	S25	T4S	R16W
NW 1/4	S26	T4S	R16W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL	S27	T4S	R16W
ALL	S28	T4S	R16W
ALL	S29	T4S	R16W
ALL	S32	T4S	R16W
ALL	S33	T4S	R16W
ALL	S34	T4S	R16W
NW 1/4	S35	T4S	R16W
NW 1/4 OF NW 1/4	S04	T4S	R17W
W 1/2, W 1/2 OF SE 1/4, SW 1/4 OF NE 1/4	S01	T4S	R18W
ALL	S02	T4S	R18W
NE 1/4, E 1/2 OF NW 1/4, N 1/2 OF SE 1/4, NE 1/4 OF SW 1/4	S03	T4S	R18W
SE 1/4, S 1/2 OF NE 1/4	S10	T4S	R18W
ALL	S11	T4S	R18W
NW 1/4, W 1/2 OF NE 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF SW 1/4	S12	T4S	R18W
SW 1/4, SE 1/4 AND SW 1/4 AND NW 1/4 OF NW 1/4	S13	T4S	R18W
NE 1/4, NW 1/4 AND NE 1/4 AND SE 1/4 OF SE 1/4, NE 1/4 OF SW 1/4, SE 1/4 AND NE 1/4 AND NW 1/4 OF NW 1/4	S14	T4S	R18W
N 1/2 OF NE 1/4	S15	T4S	R18W
S 1/2, S 1/2 OF NW 1/4	S19	T4S	R18W
S 1/2, S 1/2 OF N 1/2	S20	T4S	R18W
S 1/2, S 1/2 OF N 1/2	S21	T4S	R18W
S 1/2, S 1/2 OF N 1/2	S22	T4S	R18W
S 1/2, NE 1/4, S 1/2 OF NW 1/4	S23	T4S	R18W
W 1/2, SW 1/4 OF NE 1/4, NW 1/4 OF SE 1/4	S24	T4S	R18W
W 1/2, SW 1/4 OF NE 1/4, W 1/2 OF SE 1/4	S25	T4S	R18W
ALL	S26	T4S	R18W
E 1/2, N 1/2 OF NW 1/4	S27	T4S	R18W
NW 1/4, N 1/2 OF NE 1/4	S28	T4S	R18W
N 1/2	S29	T4S	R18W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
N 1/2, N 1/2 OF SW 1/4, NW 1/4 OF SE 1/4	S30	T4S	R18W
N 1/2 OF NE 1/4, NE 1/4 OF NW 1/4	S34	T4S	R18W
NE 1/4, N 1/2 OF NW 1/4	S35	T4S	R18W
NW 1/4	S36	T4S	R18W
SW 1/4	S16	T4S	R 19W
S 1/2, SW 1/4 OF NW 1/4	S17	T4S	R 19W
E 1/2, SW 1/4	S18	T4S	R 19W
N 1/2, SE 1/4, NW 1/4 AND NE 1/4 AND SE 1/4 OF SW 1/4	S19	T4S	R 19W
ALL	S20	T4S	R 19W
SW 1/4, S 1/2 OF SE 1/4	S21	T4S	R 19W
S 1/2, NE 1/4	S22	T4S	R 19W
S 1/2, NW 1/4, S 1/2 OF NE 1/4	S23	T4S	R 19W
S 1/2, S 1/2 OF N 1/2	S24	T4S	R 19W
N 1/2, SW 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF SE 1/4	S25	T4S	R 19W
W 1/2, NW 1/4 AND NE 1/4 AND SE 1/4 OF NE 1/4, NE 1/4 OF SE 1/4	S26	T4S	R 19W
E 1/2, NW 1/4	S27	T4S	R 19W
NE 1/4, NW 1/4 AND NE 1/4 AND SE 1/4 OF NW 1/4	S28	T4S	R 19W
NW 1/4, N 1/2 OF NE 1/4, W 1/2 OF SW 1/4	S29	T4S	R 19W
E 1/2, SW 1/4, E 1/2 OF NW 1/4	S30	T4S	R 19W
E 1/2, N 1/2 OF NW 1/4	S31	T4S	R 19W
ALL	S32	T4S	R 19W
ALL	S13	T4S	R20W
S 1/2 OF SE 1/4, S 1/2 OF N 1/2 OF SE 1/4, SE 1/4 OF SW 1/4, S 1/2 OF NE 1/4 OF SW 1/4	S21	T4S	R20W
S 1/2 OF SW 1/4, S 1/2 OF N 1/2 OF SW 1/4	S22	T4S	R20W
SE 1/4	S23	T4S	R20W
N 1/2, SW 1/4, N 1/2 OF SE 1/4	S24	T4S	R20W
S 1/2, NW 1/4, SW 1/4 OF NE 1/4	S25	T4S	R20W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL EXCEPT N 1/2 OF N 1/2 OF NW 1/4	S26	T4S	R20W
ALL	S27	T4S	R20W
S 1/2, NE 1/4, E 1/2 OF NW 1/4	S28	T4S	R20W
S 1/2	S29	T4S	R20W
E 1/2	S32	T4S	R20W
ALL	S33	T4S	R20W
ALL	S34	T4S	R20W
ALL	S35	T4S	R20W
W 1/2, NE 1/4 AND NW 1/4 AND SW 1/4 OF NE 1/4	S36	T4S	R20W
SE 1/4, E 1/2 OF SW 1/4	S01	T5S	R16W
W 1/2 OF W 1/2	S02	T5S	R16W
E 1/2, E 1/2 OF SW 1/4, SE 1/4 AND NE 1/4 AND NW 1/4 OF NW 1/4	S03	T5S	R16W
N 1/2 OF NE 1/4, NE 1/4 OF NW 1/4	S10	T5S	R16W
NW 1/4 OF NW 1/4, SE 1/4 OF NE 1/4, NE 1/4 OF SE 1/4	S11	T5S	R16W
N 1/2, SE 1/4, NW 1/4 AND NE 1/4 AND SE 1/4 OF SW 1/4	S12	T5S	R16W
NE 1/4, N 1/2 OF S 1/2, NE 1/4 AND SE 1/4 AND SW 1/4 OF NW 1/4	S13	T5S	R16W
ALL	S14	T5S	R16W
E 1/2, E 1/2 OF SE 1/4 OF SW 1/4, NE 1/4 OF SW 1/4, SE 1/4 OF NW 1/4	S15	T5S	R16W
E 1/2, NE 1/4 OF SW 1/4, SE 1/4 OF NW 1/4	S22	T5S	R16W
N 1/2, SW 1/4 AND NW 1/4 AND NE 1/4 OF SW 1/4, NW 1/4 AND NE 1/4 AND SE 1/4 OF SE 1/4	S23	T5S	R16W
S 1/2 OF NW 1/4, N 1/2 OF SW 1/4	S24	T5S	R16W
SW 1/4, S 1/2 OF NW 1/4, SW 1/4 AND SE 1/4 AND NE 1/4 OF NE 1/4	S26	T5S	R16W
SE 1/4, S 1/2 OF NE 1/4, NE 1/4 OF SW 1/4, SE 1/4 OF NW 1/4	S27	T5S	R16W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SE 1/4, S 1/2 OF NE 1/4, E 1/2 OF SW 1/4, SE 1/4 OF NW 1/4	S34	T5S	R16W
SW 1/4, W 1/2 OF SE 1/4, S 1/2 OF NW 1/4, SW 1/4 OF NE 1/4	S35	T5S	R16W
N 1/2, N 1/2 OF SE 1/4, NE 1/4 OF SW 1/4	S36	T5S	R16W
N 1/2	S02	T5S	R20W
NE 1/4, SW 1/4, SW 1/4 AND SE 1/4 AND NE 1/4 OF NW 1/4	S03	T5S	R20W
SE 1/4, S 1/2 OF NE 1/4, W 1/2 OF NW 1/4	S04	T5S	R20W
NE 1/4	S05	T5S	R20W
S 1/2, S 1/2 OF N 1/2	S08	T5S	R20W
S 1/2, NE 1/4, E 1/2 OF NW 1/4	S09	T5S	R20W
W 1/2	S10	T5S	R20W
SW 1/4, S 1/2 OF NW 1/4, S 1/2 OF N 1/2 OF NW 1/4, S 1/2 OF SE 1/4, S 1/2 OF N 1/2 OF SE 1/4	S14	T5S	R20W
W 1/2, SE 1/4, S 1/2 OF NE 1/4, S 1/2 OF N 1/2 OF NE 1/4	S15	T5S	R20W
W 1/2, W 1/2 OF SE 1/4, NE 1/4 AND NW 1/4 AND SW 1/4 OF NE 1/4	S16	T5S	R20W
ALL	S17	T5S	R20W
N 1/2 OF N 1/2 OF N 1/2	S20	T5S	R20W
N 1/2, N 1/2 OF S 1/2, N 1/2 OF S 1/2 OF S 1/2	S21	T5S	R20W
E 1/2, E 1/2 OF SW 1/4, SE 1/4 AND NE 1/4 AND NW 1/4 OF NW 1/4	S22	T5S	R20W
ALL	S23	T5S	R20W
ALL	S26	T5S	R20W
E 1/2, SW 1/4, NE 1/4 AND SE 1/4 AND S 1/2 OF SW 1/4 OF NW 1/4	S27	T5S	R20W
S 1/2 OF SE 1/4 OF NE 1/4, S 1/2 OF SW 1/4 OF NW 1/4, NW 1/4 AND SW 1/4 AND SE 1/4 AND S 1/2 OF NE 1/4 OF SW 1/4, NE 1/4 AND SE 1/4 AND SW 1/4 AND S 1/2 OF NW 1/4 OF SE 1/4	S28	T5S	R20W

Phillips County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP</u> <u>(SOUTH)</u>	<u>RANGE</u> <u>(WEST)</u>
S 1/2, W 1/2 OF NW 1/4, S 1/2 OF SE 1/4 OF NW 1/4, S 1/2 OF S 1/2 OF NE 1/4	S29	T5S	R20W
N 1/2, SW 1/4	S30	T5S	R20W
E 1/2 OF E 1/2	S32	T5S	R20W
ALL	S33	T5S	R20W
ALL	S34	T5S	R20W
W 1/2, W 1/2 OF E 1/2, N 1/2 OF NE 1/4 OF NE 1/4	S35	T5S	R20W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SW1/4, THE NW1/4 OF THE SE1/4, THOSE PORTIONS OF THE SW1/4 OF THE NE1/4 AND OF THE NW1/4 LYING SOUTH OF THE C.R.I. & P.R.R. R/W	S15	T1S	R1W
E1/2 OF THE SW1/4, THE W1/2 AND THAT PORTION OF THE E1/2 OF THE SE1/4 LYING SOUTH OF THE CR&I RR R/W	S16	T1S	R1W
E1/2, THE E1/2 OF THE W1/2	S21	T1S	R1W
W1/2, THE SW1/4 OF THE NE1/4, THE NW1/4 OF THE SE1/4	S22	T1S	R1W
S1/2, THE NW1/4	S27	T1S	R1W
S1/2, THE NE1/4, THE E1/2 OF NW1/4 AND SW1/4 OF THE NW1/4	S28	T1S	R1W
S1/2, THE S1/2 OF THE N1/2	S29	T1S	R1W
SE1/4, THE S1/2 OF THE NE1/4, THE E1/2 OF SW1/4 AND E1/2 OF THE W1/2 OF THE SW1/4, THE SE1/4 OF NW1/4 AND E1/2 OF THE SW1/4 OF THE NW1/4	S30	T1S	R1W
S1/2, THE NE1/4, THE E1/2 OF NW1/2 AND THE E1/2 OF THE W1/2 OF THE NW1/4	S31	T1S	R1W
ALL	S32	T1S	R1W
N1/2, THE SE1/4	S33	T1S	R1W
W1/2, THE NE1/4, THE W1/2 OF THE SE1/4	S34	T1S	R1W
SE1/4, THE E1/2 OF THE SW1/4	S33	T1S	R2W
S1/2	S34	T1S	R2W
SE1/4, THE S1/2 OF THE NE1/4, THE S1/2 OF SW1/4 AND NE1/4 OF THE SW1/4, THE SE1/4 OF THE NW1/4	S35	T1S	R2W
S1/2, THE S1/2 OF THE NW1/4	S36	T1S	R2W
W1/2 OF THE SE1/4, THE S1/2 OF SW1/4 AND NE1/4 OF THE SW1/4	S30	T1S	R4W
W1/2, THE W1/2 OF THE NE1/4	S31	T1S	R4W
SE1/4	S25	T1S	R5W
SE1/4	S34	T1S	R5W
S1/2	S35	T1S	R5W
S1/2, THE NE1/4, THE S1/2 OF THE NW1/4	S36	T1S	R5W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
N1/4, THE N1/2 OF THE SW1/4, THE W1/2 OF THE NE1/4, THE NW1/4 OF THE SE1/4	S03	T2S	R1W
NE1/4, THE N1/2 OF THE SE1/4	S04	T2S	R1W
W1/2, THE W1/2 OF THE NE1/4	S05	T2S	R1W
N1/2, THE SE1/4	S06	T2S	R1W
SE1/4, THE S1/2 OF THE NE1/4 AND NE1/4 OF THE NE1/4	S07	T2S	R1W
W1/2, THE W1/2 OF THE SE1/4	S08	T2S	R1W
W1/2, THE W1/2 OF THE NE1/4	S17	T2S	R1W
E1/2, THE E1/2 OF THE SW1/4	S18	T2S	R1W
E1/2, THE SW1/4, THE E1/2 OF THE NW1/4	S19	T2S	R1W
W1/2, THE W1/2 OF THE SE1/4, THE SW1/4 OF THE NE1/4	S20	T2S	R1W
W1/2, THE NW1/4 OF THE NE1/4, THE SW1/4 OF THE SE1/4	S29	T2S	R1W
ALL	S30	T2S	R1W
N1/2, THE N1/2 OF THE SE1/4	S31	T2S	R1W
W1/2, THE W1/2 OF THE E1/2	S32	T2S	R1W
N1/2, THE N1/2 OF THE SW1/4	S01	T2S	R2W
N1/2, THE N1/2 OF THE S1/2	S02	T2S	R2W
N1/2, THE N1/2 OF THE S1/2	S03	T2S	R2W
N1/2, THE N1/2 OF THE S1/2	S04	T2S	R2W
SE1/4	S24	T2S	R2W
E1/2 OF THE E1/2	S25	T2S	R2W
E1/2 OF THE NE1/4	S36	T2S	R2W
W1/2	S06	T2S	R4W
ALL	S01	T2S	R5W
ALL	S02	T2S	R5W
E1/2, THE E1/2 OF THE NW1/4	S03	T2S	R5W
E1/2	S10	T2S	R5W
ALL	S11	T2S	R5W
THAT PART OF SEC 12 LYING WEST OF THE REPUBLICAN RIVER	S12	T2S	R5W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
THAT PART OF SEC 13 LYING WEST OF THE REPUBLICAN RIVER	S13	T2S	R5W
ALL	S14	T2S	R5W
E1/2, THE SW1/4	S15	T2S	R5W
E1/2, THE N1/2 OF THE NW1/4	S22	T2S	R5W
W1/2, THE NE1/4	S23	T2S	R5W
THAT PART OF NW1/4 LYING WEST OF REPUBLICAN RIVER	S24	T2S	R5W
W1/2, THE W1/2 OF THE SE1/4	S26	T2S	R5W
E1/2, THE SE1/4 OF THE NW1/4, THE NE1/4 OF THE SW1/4	S27	T2S	R5W
E1/2, THE E1/2 OF THE SW1/4	S34	T2S	R5W
W1/2, THE W1/2 OF THE E1/2	S35	T2S	R5W
SW1/4, THE S1/2 OF THE NW1/4	S05	T3S	R1W
SE1/4, THE E1/2 OF THE SW1/4, THE S1/2 OF THE NE1/4	S06	T3S	R1W
E1/2, THE E1/2 OF THE NW1/4, THAT PORTION OF SW1/4 LYING NORTH OF THE U.P. R.R. R/W	S07	T3S	R1W
ALL	S08	T3S	R1W
N1/2, THE SW1/4, THAT PART OF THE SE1/4 LYING WEST OF THE C.R.I. RR	S17	T3S	R1W
E1/2, THAT PART OF THE E1/2 OF W1/2 LYING EAST OF THE BURLINGTON RR	S18	T3S	R1W
THAT PORTION OF THE S1/2 OF THE SE1/4 LYING EAST OF THE REPUBLICAN RIVER	S08	T3S	R4W
SW1/4	S09	T3S	R4W
W1/2, THAT PORION OF THE SE1/4 LYING WEST OF THE C.R.I. R.R.	S16	T3S	R4W
S1/2 OF THE S1/2, THAT PORTION OF THE E1/2 LYING EAST OF THE REPUBLICAN RIVER	S17	T3S	R4W
S1/2	S18	T3S	R4W
N1/2	S19	T3S	R4W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
W1/2 OF THE NE1/4, THE E1/2 OF NW1/4 AND NW1/4 OF THE NW1/4	S20	T3S	R4W
NW1/4, THE W1/2 OF THE SW1/4	S02	T3S	R5W
E1/2, THE E1/2 OF THE W1/2	S03	T3S	R5W
NE1/4, THE N1/2 OF THE SE1/4, THE E1/2 OF THE NW1/4	S10	T3S	R5W
SW1/4, THE W1/2 OF THE NW1/4	S11	T3S	R5W
SW1/4, THE W1/2 OF THE SE1/4, THE SW1/4 OF THE NE1/4, THE SE1/4 OF THE NW1/4	S13	T3S	R5W
S1/2, THE S1/2 OF THE NW1/4	S14	T3S	R5W
S1/2, THE S1/2 OF THE NE1/4	S15	T3S	R5W
S1/2	S16	T3S	R5W
S1/2, THE S1/2 OF THE NW1/4	S17	T3S	R5W
S1/2, THE S1/2 OF THE N1/2	S18	T3S	R5W
N1/2, THE N1/2 OF THE SW1/4	S19	T3S	R5W
N1/2, THE N1/2 OF THE SE1/4	S20	T3S	R5W
N1/2, THE N1/2 OF THE SW1/4, THE NW1/4 OF THE SE1/4	S21	T3S	R5W
N1/2, THE SE1/4, THE E1/2 OF THE SW1/4	S22	T3S	R5W
N1/2, THE SW1/4, THE N1/2 OF THE SE1/4	S23	T3S	R5W
NW1/4, THE W1/2 OF THE NE1/4, THE N1/2 OF THE SW1/4, THE NW1/4 OF THE SE1/4	S24	T3S	R5W
NW1/4, THE W1/2 OF THE W1/2 OF THE SW1/4	S26	T3S	R5W
E1/2, THE E1/2 OF THE W1/2	S27	T3S	R5W
SW1/4	S28	T3S	R5W
SE1/4	S29	T3S	R5W
E1/2, THE E1/2 OF THE SW1/4	S32	T3S	R5W
W1/2	S33	T3S	R5W
NE1/4, THE E1/2 OF THE NW1/4	S34	T3S	R5W
W1/2 OF THE W1/2 OF THE NW1/4	S35	T3S	R5W
E1/2 OF THE SW1/4, THE SE1/4, THE S1/2 OF THE NE1/4	S09	T4S	R1W
W1/2 OF THE SW1/4, THE SW1/4 OF THE NW1/4	S10	T4S	R1W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NW1/4, THE N1/2 OF THE SW1/4	S15	T4S	R1W
W1/2, THE NE1/4, THE N1/2 OF SE1/4 AND SW1/4 OF THE SE1/4	S16	T4S	R1W
S1/2 AND THE S1/2 OF THE N1/2	S17	T4S	R1W
S1/2 AND THE S1/2 OF THE N1/2	S18	T4S	R1W
N1/2, THE SW1/4, THE N1/2 OF THE SE1/4	S19	T4S	R1W
N1/2 AND THE N1/2 OF THE S1/2	S20	T4S	R1W
N1/2 AND THE N1/2 OF THE S1/2	S21	T4S	R1W
NW1/4	S22	T4S	R1W
S1/2, THE S1/2 OF THE NE1/4	S9	T4S	R2W
SW1/4	S10	T4S	R2W
S1/2, THE S1/2 OF THE N1/2	S13	T4S	R2W
S1/2, THE S1/2 OF THE NE1/4	S14	T4S	R2W
S1/2, THE S1/2 OF NW1/4 AND NW1/4 OF THE NW1/4	S15	T4S	R2W
S1/2, THE NE1/4, THE E1/2 AND THE E1/2 OF THE W1/2 OF THE NW1/4	S16	T4S	R2W
S1/2	S17	T4S	R2W
S1/2, THE S1/2 OF THE N1/2	S18	T4S	R2W
ALL	S19	T4S	R2W
ALL	S20	T4S	R2W
N1/2, THE N1/2 OF THE S1/2	S21	T4S	R2W
N1/2, THE N1/2 OF THE S1/2	S22	T4S	R2W
N1/2, THE N1/2 OF THE S1/2	S23	T4S	R2W
N1/2, THE SE1/4, THE N1/2 OF SW1/4	S24	T4S	R2W
W1/2, THE NE1/4	S29	T4S	R2W
ALL	S30	T4S	R2W
ALL	S31	T4S	R2W
S1/2, THE NW1/4	S32	T4S	R2W
SW1/4, THE W1/2 OF THE SE1/4	S33	T4S	R2W
SE1/4, THE S1/2 OF THE NE1/4	S13	T4S	R3W
SE1/4, THE E1/2 OF THE SW1/4, THE E1/2 OF NE1/4 AND SW1/4 OF THE NE1/4	S24	T4S	R3W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E1/2, THE NE1/4 OF THE NW1/4, THE SE1/4 OF THE SW1/4	S25	T4S	R3W
E1/2, THE E1/2 OF THE W1/2	S36	T4S	R3W
S1/2, THE S1/2 OF THE NW1/4, THE S1/2 AND THE S1/2 OF THE N1/2 OF THE NE1/4	S07	T4S	R4W
THAT AREA W. OF THE REPUBLICAN RIVER IN THE SW1/4	S08	T4S	R4W
SW1/4, THE W1/2 OF THE SW1/4 OF THE SE1/4	S16	T4S	R4W
S1/2, THE AREA W OF THE REPUBLICAN RIVER IN THE NW1/4	S17	T4S	R4W
S1/2, THE NE1/4, THE E1/2 OF THE NW1/4	S18	T4S	R4W
N1/2, THE SE1/4	S19	T4S	R4W
N1/2, THE SW1/4, THE AREA W OF THE REPUBLICAN RIVER IN THE SE1/4	S20	T4S	R4W
NW1/4, THE W1/2 OF THE NW1/4 OF THE NE1/4	S21	T4S	R4W
S1/2	S02	T4S	R5W
SE1/4	S03	T4S	R5W
W1/2, THE S1/2 OF THE SE1/4	S04	T4S	R5W
E1/2, THE E1/2 OF THE NW1/4	S05	T4S	R5W
SE1/4, THE S1/2 OF THE NE1/4, THE S1/2 OF THE SW1/4	S07	T4S	R5W
S1/2, THE NE1/4, THE S1/2 OF THE NW1/4	S08	T4S	R5W
N1/2 OF NW1/4 AND SW1/4 OF THE NW1/4, THE W1/2 OF SW1/4 AND SE1/4 OF THE SW1/4, THE S1/2 OF THE SE1/4	S09	T4S	R5W
S1/2, THE NE1/4	S10	T4S	R5W
ALL	S11	T4S	R5W
S1/2, THE S1/2 OF THE N1/2	S12	T4S	R5W
S1/2, THE NW1/4	S13	T4S	R5W
ALL	S14	T4S	R5W
E1/2, THE NW1/4, THE E1/2 OF THE SW1/4	S15	T4S	R5W
N1/2 OF THE NE1/4, THE N1/2 OF NW1/4 AND THE W1/2 OF THE SW1/4 OF THE NW1/4	S16	T4S	R5W
N1/2	S17	T4S	R5W
N1/2, THE SW1/4	S18	T4S	R5W

Republic County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
W1/2, THE SE1/4	S19	T4S	R5W
E1/2, THE SW1/4, THE E1/2 OF THE NW1/4	S22	T4S	R5W
W1/2, THE NE1/4	S23	T4S	R5W
N1/2	S24	T4S	R5W
W1/2, THE SE1/4	S26	T4S	R5W
E1/2, THE NW1/4, THE E1/2 OF THE SW1/4	S27	T4S	R5W
N1/2	S30	T4S	R5W
E1/2, THE SW1/4, THE E1/2 OF THE NW1/4	S34	T4S	R5W
W1/2, THE W1/2 OF THE SE1/4, THE W1/2 OF NE1/4 AND NE1/4 OF THE NE1/4	S35	T4S	R5W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SE 1/4	S31	T6S	R16W
SW 1/4	S32	T6S	R16W
W 1/2 OF SE, SW OF NE, SE OF NW, S 1/2 OF SW, NE OF SW	S03	T7S	R16W
W 1/2, S 1/2 OF SE 1/4	S04	T7S	R16W
ALL	S05	T7S	R16W
E 1/2, E 1/2 OF W 1/2	S06	T7S	R16W
E 1/2, S 1/2 OF SW 1/4, NE 1/4 OF SW 1/4, NE 1/4 OF NW 1/4	S07	T7S	R16W
ALL	S08	T7S	R16W
ALL	S09	T7S	R16W
W 1/2, W 1/2 OF E 1/2	S10	T7S	R16W
W 1/2, W 1/2 OF E 1/2	S15	T7S	R16W
ALL	S16	T7S	R16W
ALL	S17	T7S	R16W
ALL	S18	T7S	R16W
S 1/2, NE 1/4, E 1/2 OF NW 1/4	S19	T7S	R16W
ALL	S20	T7S	R16W
ALL	S21	T7S	R16W
ALL	S22	T7S	R16W
W 1/2 of SW 1/4, SE 1/4 of SW 1/4	S22	T7S	R16W
S 1/2, NW 1/4, S 1/2 OF NE 1/4, NW 1/4 OF NE 1/4	S25	T7S	R16W
S 1/2, NW 1/4, S 1/2 OF NE 1/4	S26	T7S	R16W
ALL	S27	T7S	R16W
ALL	S28	T7S	R16W
ALL	S29	T7S	R16W
S 1/2, S 1/2 OF N 1/2, N 1/2 OF NE 1/4, NE 1/4 OF NW 1/4	S30	T7S	R16W
ALL	S31	T7S	R16W
ALL	S32	T7S	R16W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL	S33	T7S	R16W
W 1/2 OF SE 1/4, E 1/2 OF SW 1/4, SW 1/4 OF SW 1/4, SE 1/4 OF NW 1/4, SW 1/4 OF NE 1/4	S33	T7S	R16W
ALL	S34	T7S	R16W
ALL	S35	T7S	R16W
ALL	S36	T7S	R16W
S 1/2	S02	T7S	R17W
SW 1/4	S03	T7S	R17W
SW 1/4	S07	T7S	R17W
E 1/2	S08	T7S	R17W
ALL	S09	T7S	R17W
ALL	S10	T7S	R17W
ALL	S11	T7S	R17W
W 1/2, S 1/2 OF SE 1/4	S12	T7S	R17W
N 1/2, N 1/2 OF S 1/2	S13	T7S	R17W
N 1/2, N 1/2 OF S 1/2	S14	T7S	R17W
N 1/2	S15	T7S	R17W
N 1/2	S16	T7S	R17W
N 1/2, N 1/2 OF SW 1/4	S17	T7S	R17W
E 1/2 OF NW 1/4, NW 1/4 OF NE 1/4, NE 1/4 OF NE 1/4, SW 1/4 OF NE 1/4, NE 1/4 OF SE 1/4	S18	T7S	R17W
SE 1/4 OF SE 1/4	S21	T7S	R17W
S 1/2 OF S 1/2, N 1/2 OF SW 1/4	S22	T7S	R17W
S 1/2	S23	T7S	R17W
W 1/2 OF SW 1/4	S24	T7S	R17W
S 1/2, S 1/2 OF N 1/2, NW OF NW	S25	T7S	R17W
ALL	S26	T7S	R17W
ALL	S27	T7S	R17W
S 1/2, NE 1/4, SE 1/4 OF NW 1/4	S28	T7S	R17W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SE 1/4	S29	T7S	R17W
E 1/2	S32	T7S	R17W
ALL	S33	T7S	R17W
N 1/2, W 1/2 OF SW 1/4, E 1/2 OF SE 1/4	S34	T7S	R17W
ALL	S35	T7S	R17W
ALL	S36	T7S	R17W
S 1/2 SE 1/4	S11	T7S	R18W
NE 1/4 OF SE 1/4	S12	T7S	R18W
W 1/2 OF NW 1/4, NW 1/4 OF SW 1/4	S13	T7S	R18W
NE 1/4, S 1/2 OF NW 1/4	S14	T7S	R18W
S 1/2 OF NE 1/4	S15	T7S	R18W
SE 1/4, E 1/2 OF SW 1/4	S21	T7S	R18W
E 1/2 OF SE 1/4, N 1/2 OF SE 1/4	S23	T7S	R18W
W 1/2 OF SW 1/4	S24	T7S	R18W
NW 1/4 OF NW 1/4	S25	T7S	R18W
NE 1/4 OF NE 1/4	S26	T7S	R18W
NW 1/4, W 1/2 OF NE 1/4	S27	T7S	R18W
NW 1/4 OF NE 1/4, NE 1/4 OF NE 1/4, SE 1/4 OF NE 1/4	S28	T7S	R18W
ALL	S01	T8S	R16W
ALL	S02	T8S	R16W
ALL	S03	T8S	R16W
ALL	S04	T8S	R16W
ALL	S05	T8S	R16W
ALL	S06	T8S	R16W
ALL	S07	T8S	R16W
ALL	S08	T8S	R16W
ALL	S09	T8S	R16W
ALL	S10	T8S	R16W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
N 1/2	S11	T8S	R16W
NW 1/4	S12	T8S	R16W
ALL	S15	T8S	R16W
ALL	S16	T8S	R16W
ALL	S17	T8S	R16W
ALL	S18	T8S	R16W
ALL	S19	T8S	R16W
ALL	S20	T8S	R16W
N 1/2	S21	T8S	R16W
SW 1/4 of SW 1/4	S26	T8S	R16W
S 1/2, NW 1/4	S29	T8S	R16W
ALL	S30	T8S	R16W
ALL	S31	T8S	R16W
ALL	S32	T8S	R16W
SW 1/4, W 1/2 of NW 1/4	S35	T8S	R16W
ALL	S01	T8S	R17W
ALL	S02	T8S	R17W
W 1/2 OF NW 1/4, E 1/2 OF E 1/2	S03	T8S	R17W
N 1/2	S04	T8S	R17W
NE 1/4	S05	T8S	R17W
S 1/2	S09	T8S	R17W
E 1/2 OF E 1/2	S10	T8S	R17W
ALL	S11	T8S	R17W
ALL	S12	T8S	R17W
ALL	S13	T8S	R17W
ALL	S14	T8S	R17W
S 1/2, S 1/2 OF N 1/2, N 1/2 OF NE 1/4	S15	T8S	R17W
ALL	S16	T8S	R17W
E 1/2	S17	T8S	R17W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S 1/2 OF SW 1/4	S18	T8S	R17W
W 1/2, W 1/2 OF SE 1/4	S19	T8S	R17W
N 1/2 OF SE 1/4, NE 1/4 OF NE 1/4, SE 1/4 OF NE 1/4, SW 1/4 OF NE 1/4	S20	T8S	R17W
N 1/2, N 1/2 OF S 1/2	S21	T8S	R17W
N 1/2, SE 1/4, N 1/2 OF SW 1/4	S22	T8S	R17W
ALL	S23	T8S	R17W
ALL	S24	T8S	R17W
ALL	S25	T8S	R17W
ALL	S26	T8S	R17W
S 1/2, NE 1/4, S 1/2 OF NW 1/4	S27	T8S	R17W
E 1/2, N 1/2 OF SW 1/4, S 1/2 OF NW 1/4, NW 1/4 OF NW 1/4	S28	T8S	R17W
SW 1/4, W 1/2 OF SE 1/4	S29	T8S	R17W
S 1/2 OF S 1/2, N 1/2 OF SW 1/4, W 1/2 OF NW 1/4	S30	T8S	R17W
S 1/2, NW 1/4, NW 1/4 OF NE 1/4, SW 1/4 OF NE 1/4, SE 1/4 OF NE 1/4	S32	T8S	R17W
N 1/2 OF NE 1/4	S33	T8S	R17W
N 1/2 OF N 1/2	S34	T8S	R17W
E 1/2, N 1/2 OF NW 1/4	S35	T8S	R17W
ALL	S36	T8S	R17W
S 1/2	S13	T8S	R18W
S 1/2	S14	T8S	R18W
SW 1/4 OF SE 1/4, SE 1/4 OF SE 1/4, NE 1/4 OF SE 1/4	S15	T8S	R18W
N 1/2 OF NE 1/4	S22	T8S	R18W
ALL	S23	T8S	R18W
ALL	S24	T8S	R18W
N 1/2, SE 1/4	S25	T8S	R18W
NE 1/4 OF SW 1/4, NW 1/4 OF SE 1/4, SW 1/4 OF SE 1/4, SE 1/4 OF SE 1/4	S27	T8S	R19W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E 1/2	S34	T8S	R19W
E 1/2 OF SE 1/4	S19	T8S	R20W
S 1/2	S20	T8S	R20W
SW 1/4	S21	T8S	R20W
W 1/2, W 1/2 OF SE 1/4, SW 1/4 OF NE 1/4	S28	T8S	R20W
ALL	S29	T8S	R20W
E 1/2 OF SW 1/4, SE 1/4, E 1/2 OF NE 1/4	S30	T8S	R20W
SW 1/4, SE 1/4, NE 1/4, SW 1/4 OF NW 1/4, SE 1/4 OF NW 1/4, NE 1/4 OF NW 1/4	S31	T8S	R20W
ALL	S32	T8S	R20W
S 1/2, NW 1/4, W 1/2 OF NE 1/4	S33	T8S	R20W
SW 1/4, W 1/2 OF SE 1/4	S34	T8S	R20W
W 1/2 OF SW 1/4	S04	T9S	R16W
ALL	S05	T9S	R16W
ALL	S06	T9S	R16W
N 1/2, SW 1/4	S07	T9S	R16W
N 1/2	S08	T9S	R16W
NW 1/4	S09	T9S	R16W
W 1/2	S18	T9S	R16W
W 1/2	S19	T9S	R16W
W 1/2	S30	T9S	R16W
ALL	S01	T9S	R17W
E 1/2	S02	T9S	R17W
E 1/2, NW 1/4	S05	T9S	R17W
ALL	S08	T9S	R17W
N/2 OF N/2	S08	T9S	R17W
E 1/2	S11	T9S	R17W
ALL	S12	T9S	R17W
ALL	S13	T9S	R17W

Rooks County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E 1/2, SW 1/4	S14	T9S	R17W
ALL	S23	T9S	R17W
ALL	S24	T9S	R17W
ALL	S25	T9S	R17W
ALL	S26	T9S	R17W
<p>A 100 FT. WIDE COORIDOR RUNNING NORTH-SOUTH BEGINNING AT THE MIDDLE OF SEC 2, T 9S, R 18W RUNNING DOWN THE HALF SECTION LINE TO THE END POINT ALONG SECTIONS 23 & 26 T9S, R 18W</p>			
<p>A 100 FT. WIDE COORIDOR RUNNING WEST-EAST BEGINNING AT THE HALF SECTION LINE BETWEEN SEC. 11 & 14 T9S, R18W AND RUNNING ALONG THE SECTION LINE ENDING AT THE CORNERS OF SECTIONS 12 & 13 T9S, R 18W AND SECTIONS 7 & 18, T9S, R17W</p>			
SW 1/4, W 1/2 OF SE 1/4, W 1/2 OF NW 1/4	S02	T9S	R19W
NE 1/4, N 1/2 OF SE 1/4	S03	T9S	R19W
ALL	S03	T9S	R20W
ALL	S04	T9S	R20W
ALL	S05	T9S	R20W
ALL	S06	T9S	R20W
E 1/2	S07	T9S	R20W
ALL	S08	T9S	R20W
ALL	S09	T9S	R20W
ALL	S10	T9S	R20W
SW 1/4 OF NW 1/4	S14	T9S	R20W
N 1/2	S15	T9S	R20W
N 1/2	S16	T9S	R20W
N 1/2	S17	T9S	R20W
NE 1/4	S18	T9S	R20W

Smith County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E1/2	S33	T2S	R11W
W1/2, THE SE1/4	S34	T2S	R11W
SW1/4	S35	T2S	R11W
W1/2	S01	T3S	R11W
ALL	S02	T3S	R11W
ALL	S03	T3S	R11W
S1/2, THE NE1/4	S04	T3S	R11W
S1/2, THE S1/2 OF THE NE1/4	S05	T3S	R11W
N1/2, THE N1/2 OF THE SW1/4	S08	T3S	R11W
N1/2, THE SE1/4, THE E1/2 OF THE SW1/4	S09	T3S	R11W
ALL	S10	T3S	R11W
N1/2, THE N1/2 OF THE S1/2	S11	T3S	R11W
NW1/4, THE N1/2 OF THE SW1/4	S12	T3S	R11W
N1/2	S15	T3S	R11W
NE1/4, THE E1/2 OF THE NW1/4	S16	T3S	R11W
S1/2, THE S1/2 OF THE N 1/2	S18	T3S	R11W
NE1/4	S19	T3S	R11W
SE1/4, THE S1/2 OF THE NE1/4	S08	T3S	R12W
S1/2, THE S1/2 OF THE N1/2	S09	T3S	R12W
SW1/4, THE W1/2 OF THE SE1/4, THE S1/2 OF THE NW1/4, THE SW1/4 OF THE NE1/4	S10	T3S	R12W
S1/2, THE S1/2 OF THE N1/2	S13	T3S	R12W
S1/2, THE S1/2 OF THE NE1/4, THE SE1/4 OF THE NW1/4	S14	T3S	R12W
S1/2, THE NW1/4, THE W1/2 OF THE NE1/4	S15	T3S	R12W
N1/2, THE SE1/4	S16	T3S	R12W
S1/2, THE NE1/4	S17	T3S	R12W
SE1/4	S18	T3S	R12W
NE1/4	S19	T3S	R12W
ALL	S20	T3S	R12W
NE1/4	S21	T3S	R12W

Smith County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NE1/4, THE N1/2 OF THE NW1/4	S22	T3S	R12W
NW1/4, NE1/4 AND SE1/4 OF THE NW1/4 THE W1/2 OF THE NE1/4	S23	T3S	R12W
N1/2	S24	T3S	R12W
S1/2	S07	T3S	R13W
S1/2	S08	T3S	R13W
SW1/4	S09	T3S	R13W
NW1/4	S14	T3S	R13W
N1/2, THE SW1/4, THE NE1/4, NW1/4 AND SW1/4 OF THE SE1/4	S15	T3S	R13W
ALL	S16	T3S	R13W
ALL	S17	T3S	R13W
ALL	S18	T3S	R13W
ALL	S19	T3S	R13W
ALL	S20	T3S	R13W
ALL	S21	T3S	R13W
ALL	S22	T3S	R13W
W1/2	S23	T3S	R13W
NW1/4, THE N1/2 OF THE SW1/4, THE NE1/4, NW1/4 AND SW1/4 OF THE NE1/4, THE NW1/4 OF THE SE1/4	S26	T3S	R13W
N1/2, THE SW1/4, THE N1/2 OF THE SE1/4	S27	T3S	R13W
N1/2, THE SE1/4, THE N1/2 OF THE SW1/4	S28	T3S	R13W
ALL	S29	T3S	R13W
E1/2, THE N1/2 OF THE NW1/4	S30	T3S	R13W
N1/2 OF THE NE1/4	S31	T3S	R13W
N1/2 OF THE N1/2	S32	T3S	R13W
E1/2	S33	T3S	R13W
W1/2, THE NW1/4 OF THE SE1/4, THE SW1/4 OF THE NE1/4	S34	T3S	R13W
SE1/4, THE S1/2 OF THE NE1/4	S13	T3S	R14W
SE1/4, THE S1/2 OF THE NE1/4	S19	T3S	R14W
S1/2, THE S1/2 OF THE N1/2	S20	T3S	R14W

Smith County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
S1/2, THE S1/2 OF THE NW1/4	S21	T3S	R14W
NE1/4	S24	T3S	R14W
SW1/4	S27	T3S	R14W
ALL	S28	T3S	R14W
ALL	S29	T3S	R14W
S1/2, THE NE1/4, THE S1/2 OF THE NW1/4	S30	T3S	R14W
NE1/4, THE N1/2 OF THE SE1/4	S31	T3S	R14W
N1/2, THE SE1/4, THE N1/2 OF THE SW1/4	S32	T3S	R14W
N1/2, THE SW1/4	S33	T3S	R14W
NW1/4	S34	T3S	R14W
SW1/4	S07	T3S	R15W
S1/2	S15	T3S	R15W
S1/2, THE S1/2 OF THE NE1/4	S16	T3S	R15W
S1/2	S17	T3S	R15W
S1/2, THE NW1/4	S18	T3S	R15W
N1/2, THE N1/2 OF THE S1/2	S19	T3S	R15W
ALL	S20	T3S	R15W
W1/2, THE NE1/4	S21	T3S	R15W
N1/2	S22	T3S	R15W
SE1/4, THE E1/2 OF THE SW1/4	S25	T3S	R15W
SW1/4, THAT AREA S OF THE C.R.I.&P. RR R/W IN THE NW1/4	S26	T3S	R15W
AREA S OF THE C.R.I.&P. RR R/W IN THE S1/2	S27	T3S	R15W
S1/2, THE NW1/4	S28	T3S	R15W
ALL	S29	T3S	R15W
N1/2, THE N1/2 OF THE SE1/4	S32	T3S	R15W
N1/2, THE N1/2 OF THE S1/2	S33	T3S	R15W
NW1/4, THE N1/2 OF THE SW1/4	S34	T3S	R15W
W1/2	S03	T4S	R13W
E1/2, THE SW1/4	S04	T4S	R13W
S1/2	S05	T4S	R13W

Smith County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SE1/4	S07	T4S	R13W
W1/2, THE NE1/4	S08	T4S	R13W
N1/2	S09	T4S	R13W
NW1/4	S10	T4S	R13W
W1/2	S17	T4S	R13W
E1/2, THE SW1/4, THE S1/2 OF THE NW1/4	S18	T4S	R13W
ALL	S19	T4S	R13W
ALL	S20	T4S	R13W
S1/2	S21	T4S	R13W
S1/2, THE NE1/4	S22	T4S	R13W
W1/2, THE N1/2 OF THE NE1/4	S27	T4S	R13W
E1/2, THE NW1/4	S28	T4S	R13W
NE1/4	S29	T4S	R13W
SW1/4	S31	T4S	R13W
S1/2, THE S1/2 OF THE N1/2	S33	T4S	R13W
NE1/4	S05	T4S	R14W
S1/2, THE S1/2, OF THE N1/2	S13	T4S	R14W
SE1/4, THE S1/2 OF THE NE1/4	S14	T4S	R14W
E1/2 THE E1/2 OF THE SW1/4	S23	T4S	R14W
ALL	S24	T4S	R14W
ALL	S25	T4S	R14W
E1/2, THE E1/2 OF THE NW1/4, THE SW1/4, SE1/4 AND NE1/4 OF THE SW1/4	S26	T4S	R14W
SW1/4, THE S1/2 OF THE SE1/4	S27	T4S	R14W
S1/2	S28	T4S	R14W
E1/2	S29	T4S	R14W
ALL	S31	T4S	R14W
ALL	S32	T4S	R14W
ALL	S33	T4S	R14W
ALL	S34	T4S	R14W
ALL	S35	T4S	R14W

Smith County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
ALL	S36	T4S	R14W
SW1/4	S28	T5S	R12W
S1/2, THE NW1/4	S29	T5S	R12W
S1/2, THE NE1/4	S30	T5S	R12W
N1/2 AND SE1/4	S31	T5S	R12W
ALL	S32	T5S	R12W
W1/2	S33	T5S	R12W
S1/2	S02	T5S	R13W
S1/2	S03	T5S	R13W
ALL	S04	T5S	R13W
S1/2, THE S1/2 OF THE N1/2	S05	T5S	R13W
ALL	S06	T5S	R13W
ALL	S07	T5S	R13W
ALL	S08	T5S	R13W
ALL	S09	T5S	R13W
ALL	S10	T5S	R13W
W1/2, THE NE1/4	S11	T5S	R13W
W1/2	S14	T5S	R13W
ALL	S15	T5S	R13W
E1/2, THE N1/2 OF THE NW1/4	S16	T5S	R13W
W1/2, THE N1/2 OF THE NE1/4	S17	T5S	R13W
E1/2, THE NW1/4, THE N1/2 OF THE SW1/4	S18	T5S	R13W
NE1/4	S19	T5S	R13W
NW1/4	S20	T5S	R13W
NE1/4	S21	T5S	R13W
ALL	S22	T5S	R13W
W1/2	S23	T5S	R13W
S1/2, THE NW1/4	S25	T5S	R13W
N1/2, THE SE1/4	S26	T5S	R13W
NE1/4	S27	T5S	R13W

Smith County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
E1/2	S35	T5S	R13W
N1/2, THE SW1/4	S36	T5S	R13W
ALL	S01	T5S	R14W
N1/2	S02	T5S	R14W
N1/2	S03	T5S	R14W
ALL	S04	T5S	R14W
ALL	S05	T5S	R14W
N1/2, THE N1/2 OF THE SE1/4, THE NE1/4 OF THE SW1/4	S06	T5S	R14W
ALL	S08	T5S	R14W
E1/2, THE E1/2 OF THE SW1/4, NW1/4	S12	T5S	R14W
NE1/4, N1/2 OF THE SE1/4, E1/2 OF THE NW1/4, NE1/4 OF THE SW1/4	S13	T5S	R14W
ALL	S17	T5S	R14W

Washington County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
PORTION OF SW 1/4 OF THE SW 1/4 LYING WITHIN THE CORPORATE CITY LIMITS OF MAHASKA	S05	T1S	R1E
PORTION OF SE 1/4 LYING WITHIN THE CORPORATE CITY LIMITS OF MAHASKA	S06	T1S	R1E
PORTION OF NE 1/4 LYING WITHIN THE CORPORATE CITY LIMITS OF MAHASKA	S07	T1S	R1E
PORTION OF NW 1/4 OF THE NW 1/4 LYING WITHIN THE CORPORATE CITY LIMITS OF MAHASKA	S08	T1S	R1E
W1/2 OF THE SW1/4, SW1/4 OF THE NW1/4	S31	T2S	R4E
ALL	S31	T2S	R3E
S1/2, THE S1/2 OF THE N1/2	S32	T2S	R3E
S1/2, THE S1/2 OF THE NW1/4	S33	T2S	R3E
S1/2	S34	T2S	R3E
S 1/2	S35	T2S	R3E
S1/2, THE S1/2 OF THE NE1/4	S36	T2S	R3E
S1/2, THE S1/2 OF THE NW1/4	S25	T2S	R2E
S1/2, THE S1/2 OF THE N1/2	S26	T2S	R2E
S1/2, THE S1/2 OF THE N1/2	S27	T2S	R2E
SE1/4, THE S1/2 OF THE NE1/4, THE E1/2 OF THE SW1/4	S32	T2S	R2E
S1/2, THE S1/2 OF THE N1/2	S33	T2S	R2E
ALL	S34	T2S	R2E
ALL	S35	T2S	R2E
ALL	S36	T2S	R2E
S1/2, THE S1/2 OF THE NE1/4	S21	T2S	R1E
S1/2, THE NW1/4	S22	T2S	R1E
SW1/4	S23	T2S	R1E
NW1/4, THE SW1/4 OF THE NE1/4, THE NW1/4 OF THE SE1/4	S26	T2S	R1E
N1/2	S27	T2S	R1E

Washington County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
NE1/4, THE W1/2 OF THE SE1/4, THE E1/2 OF THE W1/2	S28	T2S	R1E
W1/2 OF THE NW1/4	S06	T3S	R4E
E1/2 OF THE SE1/4	S32	T3S	R4E
THE AREA OF THE SW1/4 LYING SOUTH AND WEST OF THE M.O.P. R.R.	S33	T3S	R4E
NE1/4 OF THE SE1/4, THE E 1/2 OF THE NE1/4, THOSE PORTIONS OF THE NW1/4 OF THE NE1/4 AND THE NE1/4 OF THE NW 1/4 LYING N OF THE BURLINGTON NORTHERN R.R.	S01	T3S	R3E
W1/2 OF THE NW1/4	S02	T3S	R3E
N1/2, THE N1/2 OF THE SW1/4	S03	T3S	R3E
N1/2, THE N1/2 OF THE SE1/4	S04	T3S	R3E
N1/2, THE N1/2 OF THE SW1/4	S05	T3S	R3E
N 1/2, THE N1/2 OF THE S1/2	S06	T3S	R3E
NW1/4, THE N1/2 OF THE SW1/4	S11	T3S	R3E
N1/2, THE N1/2 OF THE SE1/4	S01	T3S	R2E
N1/2, THE SW1/4	S02	T3S	R2E
N1/2, THE SE1/4	S03	T3S	R2E
N1/2, THE N1/2 OF THE SW1/4	S04	T3S	R2E
NE1/4, THE N1/2 OF THE SE1/4	S05	T3S	R2E
NE1/4	S10	T3S	R2E
NW1/4	S11	T3S	R2E
S1/2, THE S1/2 OF THE N1/2	S07	T4S	R5E
S1/2, THE S1/2 OF THE N1/2	S08	T4S	R5E
S1/2	S09	T4S	R5E
SW1/4	S10	T4S	R5E
NW1/4, THE W1/2 OF THE NE1/4, THE N1/2 OF THE SW1/4, THE NW1/4 OF THE SE1/4	S15	T4S	R5E
N1/2	S16	T4S	R5E
N1/2	S17	T4S	R5E
NE1/4	S18	T4S	R5E

Washington County

<u>Description</u>	<u>SECTION</u>	<u>TOWNSHIP (SOUTH)</u>	<u>RANGE (WEST)</u>
SW1/4, THE W1/2 OF THE SE1/4, THE S1/2 OF THE NW1/4 AND THE S1/2 OF THE N1/2 OF THE NW1/4, THE SW1/4 OF THE NE1/4 AND THE S1/2 OF THE NW1/4 OF THE NE1/4	S03	T4S	R4E
S1/2, THE NW1/4, THE S1/2 OF THE NE1/4, THE NW1/4 OF THE NE1/4, THE S1/2 OF THE NE1/4 OF THE NE1/4 AND THE NW1/4 OF THE NE1/4 OF THE NE1/4	S04	T4S	R4E
S1/2, THE E1/2 OF THE NE1/4	S05	T4S	R4E
SE1/4	S06	T4S	R4E
N1/2 OF THE NE1/4	S07	T4S	R4E
NE1/4, THE N1/2 OF THE THE NW1/4, THE N1/2 OF THE SE1/4	S08	T4S	R4E
N1/2, THE N1/2 OF THE SW1/4	S09	T4S	R4E
NW1/4, THE W1/2 OF THE NE1/4	S10	T4S	R4E
S1/2 OF THE S1/2	S20	T4S	R3E
S1/2	S21	T4S	R3E
S1/2	S22	T4S	R3E
SW1/4	S23	T4S	R3E
N1/2 OF THE NW1/4	S26	T4S	R3E
N1/2	S27	T4S	R3E
N1/2, THE N1/2 OF THE SW1/4	S28	T4S	R3E
N1/2, THE N1/2 OF THE S1/2	S29	T4S	R3E
SW1/4, THE W1/2 OF THE SE1/4	S06	T5S	R3E
W1/2, THE W1/2 OF THE E1/2	S07	T5S	R3E
E1/2 OF THE NE1/4, THE E1/2 OF THE SE1/4 AND THE SW1/4 OF THE SE1/4	S12	T5S	R2E
NW1/4 OF THE SW1/4, THE SW1/4 OF THE NW1/4	S30	T5S	R1E
SE1/4, THE E1/2 OF THE SW1/4, THE SE1/4 OF THE NW1/4, THE SW1/4 OF THE NE1/4	S34	T5S	R1E
S1/2, THE NE1/4	S35	T5S	R1E
W1/2, THE W1/2 OF THE NE1/4	S36	T5S	R1E

EXHIBIT A-2
To Joint Application

Exhibit A-2 to Joint Application
Victory Electric WPK Territory

Those portions of the Certified Service Territory of MKEC located within Gray County as described below

Description	Section	Township (South)	Range (West)
SE/4	1	26S	27W
NE/4, SE/4	12	26S	27W
ALL	13	26S	27W
ALL	7	26S	27W
ALL	14	26S	27W
ALL	15	26S	27W
ALL	16	26S	27W
ALL	17	26S	27W
ALL	18	26S	27W
NE/4, NW/4, N/2 OF SE/4, N/2 OF SW/4	24	26S	27W
NE/4, NW/4, SW/4, N/2 OF SE/4	23	26S	27W
ALL	22	26S	27W
N/2 OF NW/4	27	26S	27W
N/2 OF NE/4	28	26S	27W
SE/4, NE/4, NW/4	21	26S	27W
NE/4, NW/4	20	26S	27W
NE/4, NW/4	19	26S	27W
NE/4	24	26S	28W
ALL	13	26S	28W
SE/4, E/2 OF SW/4, NE/4, SE/4 OF NW/4	12	26S	28W
NE/4, SE/4	1	26S	28W
SW/4, S/2 OF NW/4	11	26S	28W
ALL	14	26S	28W
NW/4, W/2 OF NE/4, NE/4 OF SE/4	26	26S	28W
NW/4, SW/4, /2 OF SE/4, W/2 OF NE/4	23	26S	28W
SW/4	35	26S	28W
SE/4	34	26S	28W
NE/4	22	26S	28W
SE/4, NE/4	15	26S	28W
SE/4, SW/4, NW/4, S/2 OF NE/4	10	26S	28W
ALL	3	26S	28W
ALL	4	26S	28W
ALL	9	26S	28W
NW/4	17	26S	28W
NE/4, NW/4, SW/4	8	26S	28W
ALL	5	26S	28W
ALL	6	26S	28W
ALL	7	26S	28W
NE/4, NW/4	18	26S	28W

Exhibit A-2 to Joint Application
Victory Electric WPK Territory

E/2 OF NE/4	13	26S	29W
E/2 OF SE/4, E/2 OF NE/4	12	26S	29W
ALL	1	26S	29W
NE/4	2	26S	29W
SW/4	34	25S	28W
SE/4, SW/4, NW/4	33	25S	28W
SE/4, SW/4, NW/4	32	25S	28W
SE/4, NE/4	31	25S	28W
SE/4, NE/4	30	25S	28W
SW/4, NW/4	29	25S	28W
SE/4, SW/4, NW/4	25	25S	29W
NE/4, SE/4, SW/4, NE/4 OF NW/4, S/2 OF NW/4	26	25S	29W
SE/4	27	25S	29W
SE/4, SW/4, S/2 OF NW/4	23	25S	29W
NE/4	34	25S	29W
NW/4, NE/4, N/2 OF SW/4, N/2 OF SE/4	35	25S	29W
NW/4, SW/4, SE/4, S/2 OF NE/4	36	25S	29W
SW/4, NW/4	2	27S	28W
NE/4, SE/4, SW/4, SE/4 OF NW/4	3	27S	28W
NE/4, SE/4	9	27S	28W
ALL	10	27S	28W
NW/4, SW/4	11	27S	28W
NW/4, W/2 OF SW/4	14	27S	28W
NW/4, NE/4, N/2 OF SE/4	15	27S	28W
SW/4, SE/4	22	27S	28W
NW/4, SW/4	23	27S	28W
NW/4, SW/4	26	27S	28W
ALL	27	27S	28W
ALL	34	27S	28W
ALL	35	27S	28W
ALL	36	27S	28W
NW/4, SW/4	31	27S	27W
E/2 OF NE/4, E/2 OF SE/4	27	27S	27W
NW/4, SW/4	28	27S	27W
SW/4, SE/4, E/2 OF NE/4	34	27S	27W
ALL	35	27S	27W
SW/4, S/2 OF NW/4, S/2 OF NE/4, W/2 OF SE/4	36	27S	27W
ALL	1	28S	27W
ALL	2	28S	27W
ALL	3	28S	27W
ALL	4	28S	27W
SE/4, SW/4, NW/4	5	28S	27W
ALL	6	28S	27W
NE/4, NW/4, SW/4 N/2 OF SE/4	7	28S	27W
NW/4, N/2 OF SW/4, W/2 OF NE/4	8	28S	27W

Exhibit A-2 to Joint Application
Victory Electric WPK Territory

NE/4	9	28S	27W
NW/4, NE/4	10	28S	27W
NW/4, NE/4	11	28S	27W
NW/4	12	28S	27W
W/2 OF NW/4, W/2 OF SW/4	18	28S	27W
ALL	1	28S	28W
ALL	2	28S	28W
NE/4, SE/4, S/2 OF SW/4	3	28S	28W
S/2 OF SE/4, S/2 OF SW/4	4	28S	28W
SE/4, S/2 OF SW/4, S/2 OF NE/4	7	28S	28W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	8	28S	28W
ALL	9	28S	28W
ALL	10	28S	28W
ALL	11	28S	28W
ALL	12	28S	28W
ALL	13	28S	28W
SE/4, NE/4, NW/4, N/2 OF SW/4	14	28S	28W
NE/4, NW/4, SW/4, N/2 OF SE/4	15	28S	28W
SE/4, NE/4, NW/4, N/2 OF SW/4	16	28S	28W
SW/4, NW/4, NE/4, N/2 OF SE/4	17	28S	28W
ALL	18	28S	28W
SW/4, NW/4 NE/4, N/2 OF SE/4	19	28S	28W
NW/4, N/2 OF SW/4	20	28S	28W
NE/4	21	28S	28W
NW/4	22	28S	28W
N/2 OF NE/4	23	28S	28W
N/2 OF NW/4, NE/4	24	28S	28W
S/2 OF SE/4	12	28S	29W
ALL	13	28S	29W
SW/4, S/2 OF NW/4	14	28S	29W
SE/4 OF NE/4, NE/4 OF SE/4	22	28S	29W
SW/4, S/2 OF NW/4	23	28S	29W
N/4 OF NE/4, N/4 OF NW/4, W/4 OF NW/4, W/4 OF SW/4	24	28S	29W
S/2 OF NW/4, SW/4 OF NE/4	25	28S	29W
NW/4, W/5 OF NE/4	26	28S	29W
SE/4, NE/4, S/2 OF NW/4	27	28S	29W
SW/4, W/2 OF SE/4	28	28S	29W
SE/4, SW/4, SW/4 OF NE/4, S/2 OF NW/4	29	28S	29W
SW/4, SE/4, NE/4, E/2 OF NW/4	30	28S	29W
NE/4, NW/4, N/2 OF SE/4, N/2 OF SW/4	31	28S	29W
S/2 OF SE/4	19	28S	30W
S/2 OF SW/4, S/2 OF SE/4	20	28S	30W
S/2 OF SW/4, S/2 OF SE/4	21	28S	30W
SE/4, SW/4	25	28S	30W
SW/4	26	28S	30W

Exhibit A-2 to Joint Application
Victory Electric WPK Territory

SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	27	28S	30W
ALL	28	28S	30W
ALL	29	28S	30W
NE/4, SE/4, E/2 OF NW/4, E/2 OF SW/4	30	28S	30W
ALL	31	28S	30W
ALL	32	28S	30W
ALL	33	28S	30W
ALL	34	28S	30W
NW/4, SW/4, SE/4,	35	28S	30W
ALL	36	28S	30W
SW/4, E/2 OF SE/4	5	29S	29W
SE/4, SW/4 S/2 OF NW/4, S/2 OF NE/4	6	29S	29W
ALL	7	29S	29W
NW/4, W/2 OF NE/4, NE/4 OF SE/4, N/2 OF SW/4	8	29S	29W
N/2 OF NE/4	18	29S	29W
SE/4, SW/4, S/2 OF NE/4	1	29S	30W
ALL	2	29S	30W
ALL	3	29S	30W
ALL	4	29S	30W
ALL	5	29S	30W
ALL	6	29S	30W
ALL	7	29S	30W
ALL	8	29S	30W
ALL	9	29S	30W
ALL	10	29S	30W
NE/4, NW/4, SW/4	11	29S	30W
SE/4, NE/4, NW4	12	29S	30W
N/2 OF NW/4	14	29S	30W
NW/4, SW/4, NE/4 OF NE/4, W/2 OF NE/4, W/2 OF SE/4	15	29S	30W
ALL	16	29S	30W
SE/4, NE/4, NW/4, E/2 OF SW/4	17	29S	30W
SW/4, NW/4, N/2 OF NE/4	18	29S	30W
SE/4, E/2 OF SW/4	19	29S	30W
SE/4, NE/4, NE/4 OF NW/4, SE/4 OF SW/4	20	29S	30W
ALL	21	29S	30W
SE/4, SW/4, NW/4, W/2 OF NE/4	22	29S	30W
W/2 OF SW/4	23	29S	30W
W/2 OF NW/4	24	29S	30W
ALL	27	29S	30W
ALL	28	29S	30W
NE/4, E/2 OF NW/4	29	29S	30W
ALL	30	29S	30W
SW/4, NW/4, NE/4	31	29S	30W
NW/4, NE/4, SE/4	33	29S	30W
ALL	34	29S	30W

Exhibit A-2 to Joint Application
Victory Electric WPK Territory

Those portions of the Certified Service Territory of MKEC located within Ford County as described below

Description	Section	Township (South)	Range (West)
SW/4	17	25S	22W
SE/4, SW/4	18	25S	22W
ALL	19	25S	22W
ALL	20	25S	22W
SW/4, SE/4	21	25S	22W
SW/4, SE/4, E/2 OF NW/4, W/2 OF NE/4	22	25S	22W
S/2 OF SW/4, S/2 OF SE/4	23	25S	22W
NW/4, NE/4, W/2 OF SW/4	26	25S	22W
ALL	27	25S	22W
ALL	28	25S	22W
ALL	29	25S	22W
ALL	30	25S	22W
ALL	31	25S	22W
ALL	32	25S	22W
ALL	33	25S	22W
ALL	34	25S	22W
SW/4, W/2 OF NW/4	35	25S	22W
NW/4, W/2 OF NE/4	4	26S	22W
NW/4, NE/4, N/2 OF SW/4	5	26S	22W
NE/4, E/2 OF NW/4	6	26S	22W
SE/4	13	25S	23W
SW/4	14	25S	23W
SE/4	15	25S	23W
NE/4, SE/4	22	25S	23W
ALL	23	25S	23W
ALL	24	25S	23W
ALL	25	25S	23W
ALL	26	25S	23W
NE/4, SE/4, S/2 OF SW/4	27	25S	23W
S/2 OF SW/4, S/2 OF SE/4	28	25S	23W
SE/4 OF SE/4	29	25S	23W
E/2 OF NE/4, E/2 OF SE/4	32	25S	23W
ALL	33	25S	23W
ALL	34	25S	23W
ALL	35	25S	23W
ALL	36	25S	23W
NW/4, W/2 OF NE/4	1	26S	23W
NE/4, NW/4	2	26S	23W
NE/4, N/2 OF NW/4	3	26S	23W

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Victory Electric WPK Territory

SW/4, NW/4, N/2 OF NE/4	4	26S	23W
ALL	5	26S	23W
N/2 OF NW/4, N/2 OF NE/4, SE/4 OF NE/4, E/2 OF SE/4	6	26S	23W
NE/4, SE/4, SW/4	7	26S	23W
SW/4, NW/4, NE/4	8	26S	23W
NW/4	9	26S	23W
SW/4	16	26S	23W
ALL	17	26S	23W
ALL	18	26S	23W
NW/4, NE/4, N/2 OF SW/4	19	26S	23W
NW/4	20	26S	23W
E/2 OF SW/4, W/2 OF SE/4	11	26S	24W
E/2 OF SW/4, W/2 OF SE/4	12	26S	24W
ALL	13	26S	24W
NE/4, SE/4, E/2 OF NW/4, E/2 OF SW/4	14	26S	24W
NE/4, SE/4, E/2 OF NW/4, E/2 OF SW/4	23	26S	24W
SW/4, NE/4, NW/4, N/2 OF SE/4, SW/4 OF SE/4	24	26S	24W
NW/4, W/2 OF NE/4, N/2 OF SW/4	25	26S	24W
NE/4, E/2 OF NW/4, N/2 OF SE/4, NE/4 OF SW/4	26	26S	24W
SW/4	16	26S	24W
SE/4	17	26S	24W
SW/4, W/2 OF SE/4	18	26S	24W
ALL	19	26S	24W
SW/4, SE/4, NE/4	20	26S	24W
NW/4, SW/4, SE/4	21	26S	24W
W/2 OF NW/4, NW/4 OF SW/4	22	26S	24W
NW/4	27	26S	24W
ALL	28	26S	24W
ALL	29	26S	24W
ALL	30	26S	24W
ALL	31	26S	24W
ALL	32	26S	24W
ALL	33	26S	24W
ALL	34	26S	24W
ALL	35	26S	24W
ALL	2	27S	24W
ALL	3	27S	24W
ALL	4	27S	24W
ALL	5	27S	24W
ALL	6	27S	24W
N/2 OF NW/4, NW/4 OF NE/4	7	27S	24W
SE/4, NE/4, E/2 OF NW/4	8	27S	24W
ALL	9	27S	24W
ALL	10	27S	24W
NW/4, SW/4	11	27S	24W

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NE/4, NW/4, SW/4	12	27S	24W
SE/4, NE/4, NW/4, N/2 OF SW/4	15	27S	24W
NE/4, NW/4, N/2 OF SW/4, N/2 OF SE/4, NW/4 OF SE/4, NE/4 OF SW/4	16	27S	24W
NE/4, NW/4, N/2 OF SW/4, N/2 OF SE/4	17	27S	24W
NE/4	18	27S	24W
NE/4	22	27S	24W
NW/4	23	27S	24W
SW/4	4	26S	25W
NW/4, SW/4, SE/4	7	26S	25W
SW/4, SE/4, NE/4	8	26S	25W
NW/4, SW/4	9	26S	25W
SE/4, E/2 OF SW/4, S/2 OF NE/4, SE/4 OF NW/4	10	26S	25W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	11	26S	25W
NW/4, SW/4, SE/4, W/2 OF NE/4, SE/4 OF NE/4	13	26S	25W
ALL	14	26S	25W
SE/4, NE/4, E/2 OF NW/4, E/2 OF SW/4	15	26S	25W
NW/4, N/2 OF SW/4	16	26S	25W
SW/4, NW/4, NE/4, N/2 OF SE/4	17	26S	25W
ALL	18	26S	25W
ALL	19	26S	25W
NW/4, SW/4, SE/4	20	26S	25W
ALL	21	26S	25W
ALL	22	26S	25W
ALL	23	26S	25W
ALL	24	26S	25W
ALL	25	26S	25W
ALL	26	26S	25W
ALL	27	26S	25W
ALL	28	26S	25W
ALL	29	26S	25W
ALL	30	26S	25W
NW/4, NE/4, SE/4, E/2 OF SW/4	31	26S	25W
ALL	32	26S	25W
ALL	33	26S	25W
ALL	34	26S	25W
ALL	35	26S	25W
ALL	36	26S	25W
ALL	1	27S	25W
ALL	2	27S	25W
ALL	3	27S	25W
ALL	4	27S	25W
ALL	5	27S	25W
ALL	6	27S	25W
ALL	7	27S	25W

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Victory Electric WPK Territory

SW/4, NW/4, E/2 OF NE/4, E/2 OF SE/4	8	27S	25W
NW/4, NE/4, SE/4, E/2 OF SW/4	9	27S	25W
NW/4, NE/4, SE/4, E/2 OF SW/4	10	27S	25W
ALL	11	27S	25W
SW/4, NW/4, NE/4, W/2 OF SE/4	12	27S	25W
SW/4, NW/4, W/2 OF NE/4	13	27S	25W
ALL	14	27S	25W
NE/4, SE/4	15	27S	25W
NE/4, NW/4, SW/4	17	27S	25W
NE/4, SE/4, SW/4	18	27S	25W
N/2 OF NE/4	19	27S	25W
N/2 OF NW/4	20	27S	25W
NE/4	22	27S	25W
NW/4, NE/4, SE/4	23	27S	25W
NW/4, W/2 OF NE/4, W/2 OF SW/4	24	27S	25W
SW/4, W/2 OF NW/4, SE/4 OF NW/4, SW/4 OF NE/4, W/2 OF SE/4	25	27S	25W
SE/4, NE/4	26	27S	25W
SE/4, NE/4	35	27S	25W
NW/4, NE/4	36	27S	25W
SW/4	1	26S	26W
SE/4, SW/4	2	26S	26W
SE/4	3	26S	26W
ALL	6	26S	26W
ALL	7	26S	26W
NW/4, SW/4, SE/4	8	26S	26W
SW/4, SE/4, NE/4	9	26S	26W
ALL	10	26S	26W
ALL	11	26S	26W
ALL	12	26S	26W
ALL	13	26S	26W
ALL	14	26S	26W
ALL	15	26S	26W
ALL	16	26S	26W
ALL	17	26S	26W
ALL	18	26S	26W
ALL	19	26S	26W
ALL	20	26S	26W
ALL	21	26S	26W
ALL	22	26S	26W
ALL	23	26S	26W
ALL	24	26S	26W
ALL	25	26S	26W
ALL	26	26S	26W
ALL	27	26S	26W
ALL	28	26S	26W

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ALL	29	26S	26W
ALL	30	26S	26W
NW/4, NE/4, N/2 OF SE/4, N/2 OF SW/4	31	26S	26W
ALL	32	26S	26W
NW/4, NE/4, SE/4	33	26S	26W
ALL	34	26S	26W
ALL	35	26S	26W
NW/4	1	27S	26W
NE/4, N/2 OF NW/4	2	27S	26W
NW/4, N/2 OF NE/4	3	27S	26W
NE/4, NW/4, SW/4	4	27S	26W
SE/4, S/2 OF NE/4, S/2 OF NW/4	5	27S	26W
NE/4, NW/4	6	27S	26W
SE/4, NE/4	8	27S	26W
ALL	9	27S	26W
SE/4	13	27S	26W
NE/4, NW/4, N/2 OF SE/4, N/2 OF SW/4	16	27S	26W
NE/4, SW/4, N/2 OF SE/4, SW/4 OF SE/4	17	27S	26W
SE/4	18	27S	26W
ALL	19	27S	26W
SW/4, NW/4, W/2 OF NE/4, W/2 OF SE/4	20	27S	26W
SW/4, W/2 OF SE/4, SW/4 OF NE/4, S/2 OF NW/4, NW/4 OF NW/4	1	28S	25W
NE/4, SE/4, E/2 OF SW/4, SE/4 OF NW/4	2	28S	25W
SE/4 OF SE/4	10	28S	25W
NE/4, SE/4, E/2 OF NW/4, E/2 OF SW/4, SW/4 OF SW/4	11	28S	25W
SW/4, NW/4, W/2 OF NE/4	12	28S	25W
SE/4, SW/4, NW/4	13	28S	25W
SE/4, NE/4, E/2 OF NW/4, E/2 OF SW/4	14	28S	25W
SE/4, NE/4, E/2 OF NW/4	23	28S	25W
NW/4, NE/4, N/2 OF SW/4, N/2 OF SE/4	24	28S	25W
ALL	25	28S	25W
SE/4, S/2 OF NE/4, N/2 OF SW/4, S/2 OF NW/4	26	28S	25W
SE/4, E/2 OF SW/4	35	28S	25W
ALL	36	28S	25W
NE/4, NW/4, N/2 OF SE/4, N/2 OF SW/4	1	29S	25W
NW/4, NE/4, N/2 OF SE/4	2	29S	25W
NE/4, E/2 OF NW/4, N/2 OF SE/4, NE/4 OF SW/4	11	29S	25W
NW/4, SW/4 OF NE/4, NW/4 OF SE/4, W/2 OF SW/4, NE/4 OF SW/4	12	29S	25W
NW/4, SW/4, W/2 OF SE/4, SE/4 OF SE/4	13	29S	25W
SE/4, E/2 OF SW/4	14	29S	25W
NE/4, SE/4, E/2 OF NW/4, E/2 OF SW/4	23	29S	25W
ALL	24	29S	25W
ALL	25	29S	25W
NE/4, E/2 OF NW/4, N/2 OF SE/4, NE/4 OF SW/4	26	29S	25W

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NE/4, SE/4, SE/4 OF NW/4, E/2 OF SW/4	35	29S	25W
ALL	36	29S	25W
NW/4	31	27S	24W
SW/4	18	28S	24W
NW/4	19	28S	24W
NW/4, SW/4, SE/4	29	28S	24W
ALL	30	28S	24W
ALL	31	28S	24W
NW/4	6	29S	24W
SW/4, NW/4	19	29S	24W
SE/4	22	29S	24W
ALL	23	29S	24W
ALL	24	29S	24W
ALL	25	29S	24W
ALL	26	29S	24W
NE/4, SE/4, SW/4	27	29S	24W
SW/4, S/2 OF NW/4, S/2 OF SE/4	28	29S	24W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	29	29S	24W
ALL	30	29S	24W
ALL	31	29S	24W
ALL	32	29S	24W
ALL	33	29S	24W
ALL	34	29S	24W
ALL	35	29S	24W
ALL	36	29S	24W
SE/4	12	29S	23W
N/2 OF NE/4	13	29S	23W
W/2 OF SW/4, SE/4 OF SW/4, SW/4 OF SE/4	19	29S	23W
SW/4, S/2 OF NW/4, W/2 OF SE/4, SW/4 OF NE/4	29	29S	23W
NW/4, SW/4, SE/4, W/2 OF NE/4, SE/4 OF NE/4	30	29S	23W
ALL	31	29S	23W
ALL	32	29S	23W
SW/4, NW/4	33	29S	23W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	3	27S	23W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	4	27S	23W
ALL	9	27S	23W
ALL	10	27S	23W
SW/4	11	27S	23W
SW/4, NW/4	14	27S	23W
ALL	15	27S	23W
ALL	16	27S	23W
NW/4, NR/4, SE/4, E/2 OF SW/4	17	27S	23W
NE/4, E/2 OF NW/4, N/2 OF SE/4, NE/4 OF SW/4	20	27S	23W
NW/4, NE/4, N/2 OF SE/4, N/2 OF SW/4	21	27S	25W
NW/4, NE/4	22	27S	25W

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SW/4, NW/4, NE/4	23	27S	25W
SW/4, SE/4, SW/4 OF NW/4	24	27S	23W
NW/4, NE/4, SE/4, E/2 OF SW/4, NW/4 OF SW/4	25	27S	23W
NE/4, SE/4	36	27S	25W
NE/4	1	28S	23W
NW/4, SW/4, SE/4	19	27S	23W
NW/4, SW/4, SE/4	30	27S	23W
ALL	31	27S	23W
NW/4, SW/4, SE/4, W/2 OF NE/4	32	27S	23W
SW/4, SE/4	33	27S	23W
NW/4, SW/4, W/2 OF NE/4, W/2 OF SE/4, SE/4 OF SE/4	4	28S	23W
ALL	5	28S	23W
ALL	6	28S	23W
NE/4	7	28S	23W
NW/4, NE/4, SE/4	8	28S	23W
SW/4, NW/4, NE/4	9	28S	23W
SE/4, E/2 OF SW/4, S/2 OF NE/4, SE/4 OF NW/4	20	28S	22W
SW/4, S/2 OF NW/4	21	28S	22W
NW/4	28	28S	22W
SE/4, NE/4, E/2 OF SW/4, E/2 OF NW/4	29	28S	22W
SE/4, E/2 OF SW/4, S/2 OF NE/4, SE/4 OF NW/4	31	28S	22W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	32	28S	22W
SW/4, SE/4, NE/4, S/2 OF NW/4	33	28S	22W
NW/4, SW/4, W/2 OF SE/4	34	28S	22W
SE/4, E/2 OF SW/4, SE/4 OF NW/4, SW/4 OF NE/4	35	28S	22W
SW/4, W/2 OF SE/4, SE/4 OF NW/4, SW/4 OF NE/4	36	28S	22W
NW/4, SW/4, SE/4, W/2 OF NE/4	1	29S	22W
NW/4, NE/4, SE/4, N/2 OF SW/4	2	29S	22W
NW/4, W/2 OF NE/4, N/2 OF SW/4, NW/4 OF SE/4	3	29S	22W
NW/4, NE/4, N/2 OF SE/4, N/2 OF SW/4	4	29S	22W
SW/4, NW/4, NE/4, N/2 OF SE/4	5	29S	22W
E/2 OF NE/4, E/2 OF SE/4	6	29S	22W
SW/4, SE/4, NE/4	7	29S	22W
NW/4, SW/4, W/2 OF SE/4, SW/4 OF NE/4	8	29S	22W
NW/4, SW/4, SE/4, SW/4 OF NE/4	17	29S	22W
NW/4, NE/4, SE/4, E/2 OF SW/4	18	29S	22W
NE/4	19	29S	22W
NW/4, NE/4	20	29S	22W
SE/4, E/2 OF SW/4, SW/4 OF NE/4, SE/4 OF NW/4	20	28S	21W
SW/4, E/2 OF SE/4	21	28S	21W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, NW/4 OF SE/4	22	28S	21W
SE/4, E/2 OF SW/4, SW/4 OF SW/4	24	28S	21W
NW/4, NE/4, SE/4, N/2 OF SW/4	25	28S	21W
E/2 OF NE/4, NE/4 OF SE/4	26	28S	21W
NW/4, SW/4, S/2 OF NE/4, N/2 OF SE/4	27	28S	21W

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NW/4, SW/4, W/2 OF NE/4, W/2 OF SE/4	28	28S	21W
SE/4, NE/4, N/2 OF SW/4, S/2 OF NW/4, NE/4 OF NW/4	29	28S	21W
SE/4, E/2 OF SW/4, S/2 OF NE/4, SE/4 OF NW/4	31	28S	21W
SW/4, SE/4, S/2 OF NW/4, S/2 OF NE/4	32	28S	21W
SW/4, SE/4, SW/4 OF NE/4, S/2 OF NW/4	33	28S	21W
SW/4, SE/4, S/2 OF NE/4, SE/4 OF NW/4	34	28S	21W
W/2 OF SW/4, SW/4 OF NW/4	35	28S	21W
W/2 OF NW/4	2	29S	21W
ALL	3	29S	21W
ALL	4	29S	21W
ALL	5	29S	21W
ALL	6	29S	21W
NW/4, NE/4, N/2 OF SE/4	7	29S	21W
NW/4, NE/4, SE/4, N/2 OF SW/4	8	29S	21W
ALL	9	29S	21W
SW/4, NW/4	10	29S	21W
NE/4, NW/4	16	29S	21W
NE/4	17	29S	21W

EXHIBIT A-3

To Joint Application

Exhibit A-3 to Joint Application
Lane-Scott WPK Territory

All of Certified Service Territory of Mid-Kansas located within:

Ness County

These portions of the Certified Service Territory of Mid-Kansas located within Rush County as described below:

Description	SECTION	TOWNSHIP (SOUTH)	RANGE (WEST)
S 1/2 OF S 1/2	31	16	20
SE 1/4, S 1/2 OF SW 1/4	32	16	20
ALL	6	17	20
ALL	7	17	20
NW 1/4, NE 1/4, SE 1/4, N 1/2 OF SW 1/4	18	17	20
N 1/2, N 1/2 OF SW 1/4	17	17	20
ALL	8	17	20
ALL	5	17	20
SE 1/4	4	17	20
ALL	9	17	20
NW 1/4, NE 1/4, SE 1/4	16	17	20
NE 1/4	21	17	20
N 1/2	22	17	20
ALL	15	17	20
ALL	10	17	20
S 1/2	3	17	20
SE 1/4, S 1/2 OF NE 1/4	35	16	20
ALL	2	17	20
ALL	11	17	20
ALL	14	17	20
N 1/2	23	17	20
N 1/2	24	17	20
ALL	13	17	20
ALL	12	17	20
NW 1/4, SW 1/4, SE 1/4	1	17	20
SW 1/4, S 1/2 OF NW 1/4	36	16	20
s 1/2	19	17	20
ALL	30	17	20
ALL	31	17	20
ALL	6	18	20
ALL	7	18	20
ALL	18	18	20
ALL	19	18	20
ALL	30	18	20

N 1/2 OF N 1/2	31	18	20
N 1/2 OF N 1/2	32	18	20
ALL	29	18	20
ALL	20	18	20
ALL	17	18	20
ALL	8	18	20
ALL	5	18	20
NW 1/4, SW 1/4, SE 1/4, W 1/2 OF NE 1/4	32	17	20
W 1/2, W 1/2 OF E 1/2	29	17	20
W 1/2, W 1/2 OF SE 1/4	20	17	20
sw 1/4	33	17	20
w 1/2	4	18	20
w 1/2	9	18	20
w 1/2	16	18	20
w 1/2	21	18	20
NW 1/4, SW 1/4, SE 1/4	28	18	20
N 1/2 OF N 1/2	33	18	20
W 1/2 OF SW 1/4	27	18	20
NW 1/4 OF NW 1/4	34	18	20

EXHIBIT A-4
To Joint Application

Exhibit A-4 to Joint Application
Western WPK Territory

All of Certified Service Territory of Mid-Kansas located within:

Ellis County
Ellsworth County
Lincoln County
Russell County

Those Portions of the Certified Service Territory of MKEC located within Barton County as described below.

Description	SECTION	TOWNSHIP (SOUTH)	RANGE (WEST)
W/2 OF W/2	S06	T16S	R11W
ALL	S01	T16S	R12W
ALL	S02	T16S	R12W
E/2 OF E/2	S03	T16S	R12W
E/2 OF E/2	S10	T16S	R12W
ALL	S11	T16S	R12W
NW/4, N/2 OF (SW/4) & NE/4, SW/4 OF NE/4, SW/4 OF SW/4	S12	T16S	R12W
W/2, W/2 OF SE/4, SW/4 OF NE/4	S13	T16S	R12W
ALL	S14	T16S	R12W
E/2 OF NE/4	S15	T16S	R12W
S/2, S/2 OF NE/4	S19	T16S	R12W
S/2, S/2 OF N/2	S20	T16S	R12W
S/2, S/2 OF NW/4	S21	T16S	R12W
S/2, SE/4 OF NE/4	S22	T16S	R12W
ALL	S23	T16S	R12W
W/2	S24	T16S	R12W
W/2, SE/4	S25	T16S	R12W
N/2, E/2 OF SE/4	S26	T16S	R12W
NE/4	S27	T16S	R12W
NW/4, W/2 OF NE/4	S28	T16S	R12W
N/2	S29	T16S	R12W
N/2	S30	T16S	R12W
SE/4, E/2 OF SW/4, E/2 OF NE/4	S35	T16S	R12W
W/2	S36	T16S	R12W
W/2, W/2 OF SE/4, SW/4 OF NE/4	S01	T16S	R13W
ALL	S02	T16S	R13W
ALL	S03	T16S	R13W
ALL	S04	T16S	R13W
ALL	S05	T16S	R13W
E/2, E/2 OF W/2	S06	T16S	R13W
ALL	S07	T16S	R13W

ALL	S08	T16S	R13W
ALL EXCEPT SE/4 OF SE/4	S09	T16S	R13W
N/2, N/2 OF SW/4	S10	T16S	R13W
ALL EXCEPT W/2 OF SW/4	S11	T16S	R13W
NW/4, W/2 OF NE/4, W/2 OF SW/4	S12	T16S	R13W
W/2, W/2 OF NE/4	S13	T16S	R13W
E/2, E/2 OF NW/4	S14	T16S	R13W
W/2 OF NW/4	S15	T16S	R13W
ALL EXCEPT SE/4	S16	T16S	R13W
ALL EXCEPT W/2 OF SW/4	S17	T16S	R13W
N/2	S18	T16S	R13W
E/2, E/2 OF W/2	S20	T16S	R13W
W/2	S21	T16S	R13W
N/2 OF S/2, S/2 OF SW/4	S22	T16S	R13W
E/2, N/2 OF SW/4	S23	T16S	R13W
NW/4, SW/4, SE/4	S24	T16S	R13W
NE/4, E/2 OF NW/4	S25	T16S	R13W
W/2, W/2 OF E/2	S28	T16S	R13W
E/2, E/2 OF W/2	S29	T16S	R13W
ALL EXCEPT NW/4	S32	T16S	R13W
ALL	S33	T16S	R13W
W/2	S34	T16S	R13W
S/2 OF SE/4	S01	T16S	R14W
NE/4	S12	T16S	R14W
SE/4	S22	T16S	R15W
S/2, S/2 OF NE/4	S23	T16S	R15W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, W/2 OF SE/4	S24	T16S	R15W
ALL	S25	T16S	R15W
ALL	S26	T16S	R15W
E/2	S27	T16S	R15W
E/2, E/2 OF SW/4	S34	T16S	R15W
ALL	S35	T16S	R15W
ALL	S36	T16S	R15W
W/2, SW/4 OF SE/4	S01	T17S	R12W
E/2	S02	T17S	R12W
E/2	S11	T17S	R12W
W/2, W/2 OF NE/4	S12	T17S	R12W
SE/4 OF NE/4	S32	T17S	R13W
S/2 OF N/2, SE/4, E/2 OF SW/4	S33	T17S	R13W
SW/4, S/2 OF NW/4, W/2 OF SE/4, SW/4 OF NE/4	S34	T17S	R13W
SW/4	S07	T17S	R14W
W/2 OF SW/4	S19	T17S	R14W
NW/4 OF NW/4	S30	T17S	R14W
W/2, W/2 OF E/2	S01	T17S	R15W
N/2, SE/4	S02	T17S	R15W
NE/4, E/2 OF NW/4	S03	T17S	R15W
E/2, SW/4	S11	T17S	R15W

S/2, NW/4, W/2 OF NE/4	S12	T17S	R15W
ALL	S13	T17S	R15W
E/2, E/2 OF W/2	S14	T17S	R15W
ALL S/2 EXCEPT E/2 OF SE/4	S18	T17S	R15W
W/2, W/2 OF NE/4	S19	T17S	R15W
E/2, E/2 OF W/2	S23	T17S	R15W
ALL	S24	T17S	R15W
W/2, N/2 OF NE/4	S25	T17S	R15W
S/2, NE/4, E/2 OF NW/4	S26	T17S	R15W
S/2, NW/4	S27	T17S	R15W
ALL EXCEPT N/2 OF NW/4	S28	T17S	R15W
ALL EXCEPT N/2 OF N/2	S29	T17S	R15W
ALL EXCEPT N/2 OF NE/4	S30	T17S	R15W
ALL	S31	T17S	R15W
ALL	S32	T17S	R15W
ALL	S33	T17S	R15W
ALL	S34	T17S	R15W
ALL	S35	T17S	R15W
ALL EXCEPT NE/4	S36	T17S	R15W
S/2	S02	T18S	R13W
ALL EXCEPT E/2 OF NE/4	S03	T18S	R13W
E/2, S/2 OF SW/4	S04	T18S	R13W
S/2 OF SW/4, S/2 OF S/2 OF SE/4	S05	T18S	R13W
SW/4, S/2 OF SE/4	S06	T18S	R13W
N/2 OF NW/4, NW/4 OF NE/4	S07	T18S	R13W
E/2, NE/4 OF NW/4	S08	T18S	R13W
ALL	S09	T18S	R13W
N/2	S10	T18S	R13W
N/2	S11	T18S	R13W
ALL	S16	T18S	R13W
E/2, E/2 OF W/2	S17	T18S	R13W
NE/4, E/2 OF NW/4, N/2 OF SE/4	S20	T18S	R13W
ALL	S21	T18S	R13W
SE/4	S01	T18S	R14W
W/2, W/2 OF SE/4	S04	T18S	R14W
E/2, E/2 OF W/2	S05	T18S	R14W
SW/4	S06	T18S	R14W
NW/4	S07	T18S	R14W
E/2	S08	T18S	R14W
ALL	S09	T18S	R14W
W/2	S10	T18S	R14W
NE/4	S12	T18S	R14W
ALL	S01	T18S	R15W
ALL	S02	T18S	R15W
ALL	S03	T18S	R15W
ALL	S04	T18S	R15W
ALL	S05	T18S	R15W
ALL	S06	T18S	R15W
N/2	S07	T18S	R15W

N/2	S08	T18S	R15W
N/2, N/2 OF S/2	S09	T18S	R15W
N/2, N/2 OF S/2	S10	T18S	R15W
N/2, N/2 OF S/2	S11	T18S	R15W
N/2	S12	T18S	R15W

Those Portions of the Certified Service Territory of MKEC located within Osborne County as described below.

Description	SECTION	TOWNSHIP (SOUTH)	RANGE (WEST)
S ½	31	9	15
ALL	6	10	15
ALL	7	10	15
ALL	18	10	15
ALL	19	10	15
N ½	30	10	15
N 1/2, N 1/2 OF S ½	32	10	15
ALL	29	10	15
ALL	20	10	15
ALL	17	10	15
ALL	8	10	15
ALL	5	10	15
S ½	32	9	15
NE 1/4, SW 1/4, SE ¼	33	9	15
ALL	4	10	15
ALL	9	10	15
ALL	16	10	15
ALL	21	10	15
ALL	28	10	15
N 1/2, N 1/2 OF S ½	33	10	15
N 1/2, N 1/2 OF S ½	34	10	15
ALL	27	10	15
ALL	22	10	15
ALL	15	10	15
ALL	10	10	15
S 1/2, NE 1/4, NW 1/4 OF NW 1/4, SW 1/4 OF NW 1/4, SE 1/4 OF NW 1/4	3	10	15
NW ¼	34	9	15
ALL	11	10	15
ALL	14	10	15
ALL	23	10	15
ALL	26	10	15
ALL	35	10	15
ALL	36	10	15
ALL	25	10	15
ALL	24	10	15
ALL	13	10	15

ALL	12	10	15
ALL	1	10	15
ALL	36	9	15
W ½	31	9	14
ALL	6	10	14
ALL	7	10	14
ALL	18	10	14
N 1/2, SW ¼	19	10	14
W 1/2 OF W 1/2, S 1/2 OF S/4, SE/4 OF SW/4	30	10	14
N 1/2, SW 1/4, NE 1/4 OF SE 1/4, SW 1/4 OF SE 1/4, NW 1/4 OF SE 1/4	31	10	14
N ½	32	10	14
S ½	29	10	14
S ½	28	10	14
N ½	33	10	14
ALL	34	10	14
S ½	27	10	14
S ½	26	10	14
ALL	35	10	14
ALL	36	10	14
S ½	25	10	14
ALL	30	10	13
ALL	31	10	13
W ½	32	10	13
W ½	29	10	13

Those Portions of the Certified Service Territory of MKEC located within Rooks County as described below.

Description	SECTION	TOWNSHIP (SOUTH)	RANGE (WEST)
S/2, S/2 OF N/2	S33	T08S	R17W
S/2, S/2 OF N/2	S34	T08S	R17W
SW/4, S/2 OF NW/4	S35	T08S	R17W
S/2	S31	T08S	R18W
S/2	S32	T08S	R18W
S/2, S/2 OF NE/4, SE/4 OF NW/4	S33	T08S	R18W
W/2 OF SW/4, SW/4 OF NW/4	S34	T08S	R18W
SE/4	S07	T09S	R16W
S/2	S08	T09S	R16W
S/2	S16	T09S	R16W
ALL	S17	T09S	R16W
E/2	S18	T09S	R16W
E/2	S19	T09S	R16W
ALL	S20	T09S	R16W
ALL	S21	T09S	R16W
ALL	S28	T09S	R16W
ALL	S29	T09S	R16W

E/2	S30	T09S	R16W
ALL	S31	T09S	R16W
ALL	S32	T09S	R16W
ALL	S33	T09S	R16W
W/2	S02	T09S	R17W
ALL	S03	T09S	R17W
ALL	S04	T09S	R17W
S/2, S/2 OF N/2	S07	T09S	R17W
S/2, S/2 OF N/2	S08	T09S	R17W
ALL	S09	T09S	R17W
ALL	S10	T09S	R17W
W/2	S11	T09S	R17W
NW/4	S14	T09S	R17W
ALL	S15	T09S	R17W
ALL	S16	T09S	R17W
ALL	S17	T09S	R17W
ALL	S18	T09S	R17W
ALL	S19	T09S	R17W
ALL	S20	T09S	R17W
ALL	S21	T09S	R17W
ALL	S22	T09S	R17W
ALL	S27	T09S	R17W
ALL	S28	T09S	R17W
ALL	S29	T09S	R17W
ALL	S30	T09S	R17W
ALL	S31	T09S	R17W
ALL	S32	T09S	R17W
ALL	S33	T09S	R17W
ALL	S34	T09S	R17W
ALL	S35	T09S	R17W
ALL	S36	T09S	R17W
W/2, W/2 OF NE/4, SE/4	S01	T09S	R18W

E/2 OF NE/4, ALL S/2 except for that portion of Section 2 described as follows - A 100 FT. WIDE COORIDOR RUNNING NORTH-SOUTH BEGINNING AT THE MIDDLE OF SEC 2, T 9S, R 18W RUNNING DOWN THE HALF SECTION LINE TO THE END POINT ALONG SECTIONS 23 & 26 T9S, R 18W

S/2, W/2 OF NW/4, SE/4 OF NW/4	S02	T09S	R18W
ALL	S03	T09S	R18W
ALL	S04	T09S	R18W
ALL	S05	T09S	R18W
ALL	S06	T09S	R18W
N/2, N/2 OF S/2	S07	T09S	R18W
ALL EXCEPT SW/4 OF SW/4	S08	T09S	R18W
ALL	S09	T09S	R18W
ALL	S10	T09S	R18W
SW/4	S07	T09S	R18W

ALL Section 11 except that portion described as follows - A 100 FT. WIDE COORIDOR RUNNING WEST-EAST BEGINNING AT THE HALF SECTION LINE BETWEEN SEC. 11 & 14 T9S, R18W AND RUNNING ALONG THE SECTION LINE ENDING AT THE CORNERS OF SECTIONS 12 & 13 T9S, R 18W AND SECTIONS 7 & 18, T9S, R17W

S11 T09S R18W

ALL Section 12 except that portion described as follows - A 100 FT. WIDE COORIDOR RUNNING WEST-EAST BEGINNING AT THE HALF SECTION LINE BETWEEN SEC. 11 & 14 T9S, R18W AND RUNNING ALONG THE SECTION LINE ENDING AT THE CORNERS OF SECTIONS 12 & 13 T9S, R 18W AND SECTIONS 7 & 18, T9S, R17W

S12 T09S R18W

ALL Section 13 except that portion described as follows - A 100 FT. WIDE COORIDOR RUNNING WEST-EAST BEGINNING AT THE HALF SECTION LINE BETWEEN SEC. 11 & 14 T9S, R18W AND RUNNING ALONG THE SECTION LINE ENDING AT THE CORNERS OF SECTIONS 12 & 13 T9S, R 18W AND SECTIONS 7 & 18, T9S, R17W

S13 T09S R18W

ALL Section 14 except that portion described as follows - A 100 FT. WIDE COORIDOR RUNNING WEST-EAST BEGINNING AT THE HALF SECTION LINE BETWEEN SEC. 11 & 14 T9S, R18W AND RUNNING ALONG THE SECTION LINE ENDING AT THE CORNERS OF SECTIONS 12 & 13 T9S, R 18W AND SECTIONS 7 & 18, T9S, R17W

S14 T09S R18W

ALL

S15 T09S R18W

ALL

S16 T09S R18W

E/2, E/2 OF W/2

S17 T09S R18W

S/2 OF SW/4

S18 T09S R18W

S/2, NW/4, S/2 OF NE/4

S19 T09S R18W

ALL EXCEPT NW/4 OF NW/4

S20 T09S R18W

ALL

S21 T09S R18W

ALL

S22 T09S R18W

ALL Section 23 except for that portion described in the following - A 100 FT. WIDE COORIDOR RUNNING NORTH-SOUTH BEGINNING AT THE MIDDLE OF SEC 2, T 9S, R 18W RUNNING DOWN THE HALF SECTION LINE TO THE END POINT ALONG SECTIONS 23 & 26 T9S, R 18W

S23 T09S R18W

ALL

S24 T09S R18W

ALL

S25 T09S R18W

ALL	S26	T09S	R18W
ALL	S27	T09S	R18W
ALL	S28	T09S	R18W
ALL	S29	T09S	R18W
ALL	S30	T09S	R18W
ALL	S31	T09S	R18W
ALL	S32	T09S	R18W
ALL	S33	T09S	R18W
ALL	S34	T09S	R18W
ALL	S35	T09S	R18W
ALL	S36	T09S	R18W
S/2 OF S/2, N/2 OF SW/4	S13	T09S	R19W
SE/4	S14	T09S	R19W
SW/4	S17	T09S	R19W
SE/4	S18	T09S	R19W
ALL	S19	T09S	R19W
W/2	S20	T09S	R19W
NE/4, E/2 OF SE/4	S23	T09S	R19W
ALL	S24	T09S	R19W
ALL	S25	T09S	R19W
S/2, S/2 OF NE/4, NE/4 OF NE/4	S26	T09S	R19W
S/2	S27	T09S	R19W
S/2, SE/4 OF NW/4, SW/4 OF NE/4	S28	T09S	R19W
ALL EXCEPT NE/4	S29	T09S	R19W
ALL	S30	T09S	R19W
N/2, N/2 OF SE/4	S31	T09S	R19W
N/2, N/2 OF S/2, S/2 OF SE/4	S32	T09S	R19W
ALL	S33	T09S	R19W
N/2, N/2 OF S/2	S34	T09S	R19W
ALL EXCEPT SW/4 OF SW/4	S35	T09S	R19W
ALL	S36	T09S	R19W
SW/4, ALL SE/4 EXCEPT NE/4	S14	T09S	R20W
S/2	S15	T09S	R20W
S/2	S16	T09S	R20W
SE/4	S17	T09S	R20W
E/2, E/2 OF SW/4	S20	T09S	R20W
ALL	S21	T09S	R20W
ALL	S22	T09S	R20W
ALL	S23	T09S	R20W
ALL	S24	T09S	R20W
ALL	S25	T09S	R20W
ALL	S26	T09S	R20W
ALL	S27	T09S	R20W
ALL	S28	T09S	R20W

ALL EXCEPT NW/4 OF NW/4	S29	T09S	R20W
S/2, S/2 OF N/2	S30	T09S	R20W
N/2, SE/4	S31	T09S	R20W
ALL	S32	T09S	R20W
ALL	S33	T09S	R20W
ALL EXCEPT S/2 OF SE/4	S34	T09S	R20W
N/2, N/2 OF S/2	S35	T09S	R20W
N/2, N/2 OF SW/4, NW/4 OF SE/4	S36	T09S	R20W
ALL	S04	T10S	R16W
ALL	S05	T10S	R16W
ALL	S06	T10S	R16W
ALL	S07	T10S	R16W
ALL	S08	T10S	R16W
ALL	S09	T10S	R16W
S/2, S/2 OF N/2	S10	T10S	R16W
S/2, S/2 OF N/2	S11	T10S	R16W
S/2, S/2 OF N/2	S12	T10S	R16W
N/2 OF N/2	S13	T10S	R16W
W/2, N/2 OF NE/4	S14	T10S	R16W
ALL	S15	T10S	R16W
ALL	S16	T10S	R16W
ALL	S17	T10S	R16W
ALL	S18	T10S	R16W
ALL	S19	T10S	R16W
ALL	S20	T10S	R16W
ALL	S21	T10S	R16W
N/2	S22	T10S	R16W
ALL	S28	T10S	R16W
ALL	S29	T10S	R16W
ALL	S30	T10S	R16W
ALL	S31	T10S	R16W
ALL	S32	T10S	R16W
ALL	S33	T10S	R16W
ALL	S01	T10S	R17W
ALL	S02	T10S	R17W
ALL	S03	T10S	R17W
ALL	S04	T10S	R17W
ALL	S05	T10S	R17W
ALL	S06	T10S	R17W
ALL	S07	T10S	R17W
ALL	S08	T10S	R17W
ALL	S09	T10S	R17W
ALL	S10	T10S	R17W
ALL	S11	T10S	R17W
ALL	S12	T10S	R17W
ALL	S13	T10S	R17W
ALL	S14	T10S	R17W
ALL	S15	T10S	R17W
ALL	S16	T10S	R17W

ALL	S17	T10S	R17W
ALL	S18	T10S	R17W
ALL	S19	T10S	R17W
ALL	S20	T10S	R17W
ALL	S21	T10S	R17W
ALL	S22	T10S	R17W
ALL	S23	T10S	R17W
ALL	S24	T10S	R17W
ALL	S25	T10S	R17W
ALL	S26	T10S	R17W
ALL	S27	T10S	R17W
ALL	S28	T10S	R17W
ALL	S29	T10S	R17W
ALL	S30	T10S	R17W
ALL	S31	T10S	R17W
ALL	S32	T10S	R17W
ALL	S33	T10S	R17W
ALL	S35	T10S	R17W
ALL	S36	T10S	R17W
ALL	S01	T10S	R18W
ALL	S02	T10S	R18W
ALL	S03	T10S	R18W
ALL	S04	T10S	R18W
ALL	S05	T10S	R18W
ALL	S06	T10S	R18W
ALL	S07	T10S	R18W
ALL	S08	T10S	R18W
ALL	S09	T10S	R18W
ALL	S10	T10S	R18W
ALL	S11	T10S	R18W
ALL	S12	T10S	R18W
ALL	S13	T10S	R18W
ALL	S14	T10S	R18W
ALL	S15	T10S	R18W
ALL	S16	T10S	R18W
ALL	S17	T10S	R18W
ALL	S18	T10S	R18W
ALL	S19	T10S	R18W
ALL EXCEPT S/2 OF SE/4	S20	T10S	R18W
N/2 OF N/2	S21	T10S	R18W
N/2 OF N/2	S22	T10S	R18W
N/2, SE/4, E/2 OF SW/4	S23	T10S	R18W
ALL	S24	T10S	R18W
ALL	S25	T10S	R18W
E/2, NE/4 OF NW/4	S26	T10S	R18W
E/2	S35	T10S	R18W
ALL	S36	T10S	R18W
ALL	S01	T10S	R19W
E/2, E/2 OF NW/4	S02	T10S	R19W

E/2 OF SE/4	S11	T10S	R19W
ALL EXCEPT NW/4	S12	T10S	R19W
ALL	S13	T10S	R19W
E/2 OF E/2	S14	T10S	R19W
ALL	S24	T10S	R19W
ALL	S25	T10S	R19W
NW/4, W/2 OF SW/4	S03	T10S	R20W
ALL EXCEPT W/2 OF SW/4	S04	T10S	R20W
N/2	S05	T10S	R20W

Those Portions of the Certified Service Territory of MKEC located within Rush County as described below.

Description	SECTION	TOWNSHIP (SOUTH)	RANGE (WEST)
W/2	S03	T16S	R18W
ALL	S04	T16S	R18W
ALL EXCEPT W/2 OF W/2	S05	T16S	R18W
ALL EXCEPT W/2 OF W/2	S08	T16S	R18W
W/2, W/2 OF E/2, E/2 OF NE/4	S09	T16S	R18W
W/2 OF NW/4	S10	T16S	R18W
SW/4, S/2 OF NW/4, W/2 OF SE/4	S15	T16S	R18W
ALL	S16	T16S	R18W
NE/4, E/2 OF NW/4, NE/4 OF SW/4, SE/4	S17	T16S	R18W
NE/4	S20	T16S	R18W
ALL	S21	T16S	R18W
ALL	S22	T16S	R18W
W/2 OF W/2	S23	T16S	R18W
ALL W/2 EXCEPT NE/4 OF NW/4	S26	T16S	R18W
ALL	S27	T16S	R18W
E/2, E/2 OF W/2, NW/4 OF NW/4	S28	T16S	R18W
E/2 OF E/2	S32	T16S	R18W
ALL	S33	T16S	R18W
ALL	S34	T16S	R18W
W/2	S35	T16S	R18W
S/2	S13	T17S	R16W
S/2 OF S/2	S14	T17S	R16W
S/2 OF SE/4	S15	T17S	R16W
E/2	S22	T17S	R16W
ALL	S23	T17S	R16W
ALL	S24	T17S	R16W
ALL	S25	T17S	R16W
ALL	S26	T17S	R16W
S/2, NE/4	S27	T17S	R16W
S/2	S28	T17S	R16W
SE/4, E/2 OF SW/4, S/2 OF NE/4	S29	T17S	R16W
S/2, S/2 OF NW/4	S30	T17S	R16W
W/2, NE/4	S31	T17S	R16W
E/2, E/2 OF NW/4	S32	T17S	R16W

ALL	S33	T17S	R16W
N/2, W/2 OF SW/4	S34	T17S	R16W
N/2, SE/4, N/2 OF SW/4	S35	T17S	R16W
ALL	S36	T17S	R16W
S/2 OF SW/4	S19	T17S	R17W
S/2 OF SE/4	S20	T17S	R17W
S/2 OF S/2	S21	T17S	R17W
S/2 OF SW/4	S22	T17S	R17W
ALL EXCEPT N/2 OF NE/4	S25	T17S	R17W
ALL	S26	T17S	R17W
ALL	S27	T17S	R17W
ALL	S28	T17S	R17W
ALL EXCEPT N/2 OF NW/4	S29	T17S	R17W
ALL EXCEPT N/2 OF NE/4	S30	T17S	R17W
ALL	S31	T17S	R17W
ALL	S32	T17S	R17W
ALL	S33	T17S	R17W
ALL	S34	T17S	R17W
ALL	S35	T17S	R17W
ALL	S36	T17S	R17W
NW/4	S02	T17S	R18W
W/2, NE/4	S03	T17S	R18W
ALL	S04	T17S	R18W
E/2 OF E/2	S05	T17S	R18W
S/2, NE/4	S08	T17S	R18W
ALL	S09	T17S	R18W
ALL EXCEPT E/2 OF NE/4	S10	T17S	R18W
W/2 OF SW/4	S11	T17S	R18W
W/2 OF NW/4	S14	T17S	R18W
N/2, SW/4	S15	T17S	R18W
N/2, N/2 OF S/2, S/2 OF SE/4	S16	T17S	R18W
N/2, N/2 OF S/2	S17	T17S	R18W
NE/4	S18	T17S	R18W
SE/4 OF SE/4	S20	T17S	R18W
E/2, S/2 OF SW/4	S21	T17S	R18W
W/2	S22	T17S	R18W
S/2 OF S/2	S24	T17S	R18W
ALL	S25	T17S	R18W
S/2, S/2 OF N/2	S26	T17S	R18W
N/2 OF NW/4, SE/4, S/2 OF NE/4	S27	T17S	R18W
N/2, ALL SE/4 EXCEPT SE/4	S28	T17S	R18W
E/2 OF NE/4	S29	T17S	R18W
SE/4	S34	T17S	R18W
ALL	S35	T17S	R18W
ALL	S36	T17S	R18W
ALL	S01	T18S	R16W
NE/4	S02	T18S	R16W
N/2 OF NW/4	S03	T18S	R16W
NW/4, N/2 OF SW/4, N/2 OF NE/4	S04	T18S	R16W

NE/4, N/2 OF SE/4	S05	T18S	R16W
NE/4	S12	T18S	R16W
ALL EXCEPT SE/4	S01	T18S	R17W
ALL	S02	T18S	R17W
ALL	S03	T18S	R17W
ALL	S04	T18S	R17W
ALL	S05	T18S	R17W
ALL	S06	T18S	R17W
ALL	S07	T18S	R17W
ALL	S08	T18S	R17W
ALL	S09	T18S	R17W
ALL	S10	T18S	R17W
ALL EXCEPT SE/4	S11	T18S	R17W
NW/4	S12	T18S	R17W
W/2, W/2 OF SE/4, SW/4 OF NE/4	S14	T18S	R17W
ALL	S15	T18S	R17W
ALL	S16	T18S	R17W
N/2, E/2 OF SE/4	S17	T18S	R17W
N/2 OF N/2	S18	T18S	R17W
NE/4, E/2 OF NW/4, NE/4 OF SW/4, N/2 OF SE/4	S21	T18S	R17W
N/2, N/2 OF SW/4, SE/4	S22	T18S	R17W
W/2, W/2 OF E/2	S23	T18S	R17W
NW/4, W/2 OF NE/4	S26	T18S	R17W
NE/4	S27	T18S	R17W
E/2	S12	T18S	R18W
N/2 OF NE/4	S13	T18S	R18W

EXHIBIT A-5

To Joint Application

**Exhibit A-5 to Joint Application
Southern Pioneer WPK Territory**

TRANSMISSION RIGHTS ONLY

BARBER COUNTY

In and along the route of line as it extends through Township 32 South, Range 12 West

N/2SW/4, Section 4; E/2E/2SE/4, Section 5; E/2NE/4NE/4, Section 8

**Exhibit A-5 to Joint Application
Southern Pioneer WPK Territory**

DISTRIBUTION RIGHTS ONLY

BARBER COUNTY

T-30-S, R-11-W

W/2, SE/4, W/2NE/4, Sec. 4; SE/4, S/2NE/4, E/2SW/4, Sec. 5; E/2, NW/4, Sec. 8; All Sec. 9; W/2, SE/4, S/2NE/4, Sec. 10; S/2, S/2NW/4, Sec. 11; S/2, S/2N/2, Sec. 12; N/2, N/2S/2, Sec. 13; N/2, N/2SW/4, Sec. 14; N/2, SW/4, N/2SE/4, Sec. 15; All Sec. 16; E/2, SW/4, Sec. 17; E/2SE/4, Sec. 18; S/2, E/2NE/4, Sec. 19; All Sec. 20, 21; W/2, Sec. 22; W/2, Sec. 27; All Sec. 28, 29, 30; N/2, E/2SE/4, Sec. 31; All Sec 32, 33; NW/4, W/2SW/4, Sec. 34.

T-30-S, R-12-W

S/2, NW/4, Sec. 6; All Sec. 7; All Sec. 18, 19; E/2, Sec. 22; W/2, SE/4, W/2NE/4, Sec. 23; S/2, Sec. 24; All Sec. 24; All Sec. 25, 26; NE/4, Sec. 27; N/2, Sec. 36.

T-30-S, R-13-W

All Sec. 1, 2, 3, 4; All Sec. 9, 10, 11, 12, 13; N/2, Sec. 14; N/2, SW/4, Sec. 15; All Sec. 16; N/2, Sec. 21; NW/4, Sec. 22; SE/4, Sec. 23; All Sec. 24, 25, 26; All Sec. 31; E/2, Sec. 34; All Sec. 35, 36.

T-30-S, R-14-W

W/2, Sec. 5; All Sec. 6, 7; NW/4, W/2SW/4, Sec. 8; All Sec. 18; W/2, Sec. 19; SW/4, Sec. 28; S/2, Sec. 29; S/2, NW/4, Sec. 30; All Sec. 31, 32, 33; S/2, Sec. 34; S/2S/2, Sec. 35; All Sec. 36.

T-30-S, R-15-W

S/2, NE/4, Sec. 1; S/2, Sec. 2; S/2, Sec. 3; SE/4, Sec. 4; E/2, Sec. 9; All Sec. 10, 11, 12, 13, 14, 15; E/2, Sec. 16; E/2, NW/4, Sec. 22; All Sec. 23, 24, 25, 26; S/2, Sec. 28; S/2, NW/4, Sec. 29; All Sec. 30, 31, 32, 33; W/2W/2, E/2E/2, Sec. 34; All Sec. 35, 36.

T-31-S, R-11-W

W/2, NE/4, Sec. 4; All Sec. 5, 6, 7, 8; W/2, SE/4, Sec. 9; S/2, NW/4, Sec. 15; All Sec. 16, 17, 18, 19, 20, 21, 22, 23; N/2N/2, Sec. 28; NE/4, Sec. 29; SW/4, S/2S/2SE/4, Sec. 31.

T-31-S, R-12-W

SE/4, Sec. 1; E/2, Sec. 12; E/2, S/2SW/4, Sec. 13; SE/4, Sec. 23; All Sec 24, 25, 26, 27; All Sec 34, 35, 36.

T-31-S, R-13-W

All Sec. 3, 4, 5, 6, 7, 8.

T-31-S, R-14-W

All Sec. 1, 2, 3, 4, 5, 6; N/2, SE/4, Sec. 7; All Sec. 8, 9, 10, 11, 12; NW/4, Sec. 13; All Sec. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23; SW/4, Sec. 24; All Sec. 25, 26, 27, 28, 29, 30; N/2, Sec. 31; N/2, Sec. 32; N/2, Sec. 33; All Sec. 34, 35, 36.

T-31-S, R-15-W

All Sec. 1, 2, 3; SE/4, Sec. 4; N/2, SW/4, N/2SE/4, and SW/4SE/4, Sec. 5; All Sec. 6, 7; S/2, NW/4, W/2NE/4, and SE/4NE/4, Sec. 8; All Sec. 9, 10, 11; N/2, Sec. 12; SE/4, Sec. 13; NW/4, Sec. 14; All Sec. 15, 16, 17, 18; All Sec. 21, 22; E/2, Sec. 24; E/2, Sec. 25; NE/4, Sec. 36.

T-32-S, R-10-W

SE/4, Sec. 7; SW/4, S/2SE/4, Sec. 8; W/2SW/4, Sec. 15; NW/4, S/2, Sec. 16; All Sec. 17; S/2, NE/4, Sec. 18; N/2, N/2SE/4, Sec. 19; N/2, N/2S/2, Sec. 20; N/2, N/2S/2, Sec. 21; W/2NW/4, NW/4SW/4, Sec. 22

T-32-S, R-11-W

S/2SW/4, Sec. 4; W/2, W/2SE/4, and SE/4SE/4, Sec. 5; All Sec. 6, 7, 8, 9; SW/4, S/2NW/4, Sec. 10; S/2, S/2NW/4, Sec. 13; S/2, S/2N/2, Sec. 14; S/2, NW/4, S/2NE/4, Sec. 15; N/2, SE/4, Sec. 16; N/2, Sec. 17; N/2, N/2SW/4, and SW/4SW/4, Sec. 18; W/2NW/4, W/2SW/4 and SE/4SW/4, Sec. 19; NE/4, N/2SE/4, Sec. 21; All Sec. 22, 23; N/2, SW/4, Sec. 24; NW/4, N/2SW/4, SW/4NE/4, NW/4SE/4, Sec. 25; N/2, N/2SE/4, Sec. 26; NE/4, E/2NW/4, and NW/4NW/4, Sec. 27; W/2, Sec. 30; NW/4, Sec. 31.

T-32-S, R-12-W

All Sec. 1, 2, 3; S/2, S/2NW/4, E/2NE/3, Sec. 4; W/2, S/2SE/4, and NE/4SE/4, Sec. 5; E/2, E/2W/2, Sec. 6; N/2NE/4, NE/4NW/4, Sec. 7; N/2N/2, Sec. 8; N/2N/2, Sec. 9; N/2N/2 and that portion of the S/2NE/4 lying N and E of the Medicine River, Sec. 10; NE/4 except that portion lying South and West of the Medicine River, SE/4 except that portion of the N/2SE/4 lying West of the Medicine River, N/2NW/4, S/2SW/4 and that portion of the S/2NW/4 lying N of the

Medicine River, Sec. 11; All Sec. 12; E/2, NW/4, Sec. 13; E/2E/2, Sec. 24; SE/4, E/2NE/4, Sec. 25; NE/4, Sec. 36.

T-32-S, R-14-W

N/2, Sec. 1; N/2, Sec. 2

T-34-S, R-10-W

SW/4, Sec. 4; SE/4, Sec. 5; S/2SW/4, Sec. 6; S/2, NW/4, S/2NE/4, Sec. 7; S/2, NE/4, S/2NW/4, Sec. 8; S/2, NW/4, S/2NE/4, Sec. 9; S/2, S/2NW/4, S/2NE/4 and NE/4NE/4, Sec. 10; NW/4, Sec. 11; SW/4, Sec. 14; All Sec. 15, 16, 17, 18, 19; N/2, SW/4, N/2SE/4, Sec. 20; N/2, N/2SW/4, Sec. 21; N/2, N/2SE/4, Sec. 22; NW/4, N/2SW/4, Sec. 23; NW/4, W/2SW/4, Sec. 29; All Sec. 30; N/2, SW/4, W/2SE/4, Sec. 31.

T-34-S, R-11-W

S/2S/2, Sec. 1; SE/4SE/4, Sec. 2; E/2E/2, Sec. 11; All Sec. 12, 13; S/2, NE/4, Sec. 14; SE/4, Sec. 15; N/2NE/4, Sec. 22; NE/4, E/2SE/4, N/2NW/4, Sec. 23; All Sec. 24, 25; E/2NE/4, S/2SE/4 and NE/4SE/4, E/2SE/4SW/4, Sec. 26; E/2, E/2NE/2NW/4, Sec. 35; All Sec. 36.

T-34-S, R-12-W

SE/4, Sec. 32; SW/4SW/4, Sec. 33.

T-35-S, R-10-W

N/2NW/4, NW/4NE/4, Sec. 6

T-35-S, R-11-W

W/2, W/2SE/4, W/2NE/4 and NE/4NE/4, Sec. 1; N/2, N/2S/2 except that portion within the City Limits of the City of Kiowa; S/2, S/2N/2, Sec. 3; S/2, NW/4, S/2NE/4, Sec. 4; All Sec. 5; S/2, NE/4, S/2NW/4, Sec. 6; All Sec. 7, 8, 9, 10; S/2S/2, Sec. 11; W/2, W/2SE/2, Sec. 12; NW/4, W/2NE/4, Sec. 13 lying within the State of Kansas; N/2, Sec. 14 lying within the State of Kansas; NE/4, Sec. 15 lying within the State of Kansas.

T-35-S, R-12-W

SE/4, E/2SW/4, S/2NE/4, SE/4NW/4, Sec. 1; W/2, Sec. 2; E/2, Sec. 3; W/2, Sec. 4; All Sec. 5; SE/4, Sec. 6; N/2, Sec. 7; N/2, SE/4, N/2SW/4, Sec. 8; All Sec. 9; S/2, NE/4, S/2NW/4, Sec. 10; All Sec. 11, 12; N/2NW/4, Sec. 14; N/2N/2, Sec. 15; N/2N/2, Sec. 16; N/2NE/4, Sec. 17

CLARK COUNTY

T - 30 - S, R - 24 - W

W/2, Section 5; all of Section 6; all of Section 7; NW/4, W/2SW/4, Section 8; W/2W/2, Section 17; E/2, NW/4, Section 18

T - 30 - S, R - 25 - W

All of Section 1; E/2, NW/4, E/2SW/4, Section 2; NE/4, E/2NW/4, Section 3; SE/4, E/2SW/4, S/2NE/4, SE/4NW/4, Section 8; SW/4, S/2NW/4, W/2SE/4, Section 9; E/2, E/2W/2, Section 11; all of Section 12; W/2, NE/4, W/2SE/4, Section 13; all of Section 14; all of Section 15; SE/4, NW/4, N/2SW/4, W/2NE/4, Section 16; NE/4, E/2NW/4, N/2SE/4, NE/4SW/4, Section 17; N/2N/2, Section 22; NE/4, E/2SE/4, N/2NW/4, SE/4NW/4, Section 23; W/2, W/2E/2, Section 24; W/2, W/2NE/4, Section 25; E/2, E/2SW/4, Section 26; S/2NW/4, N/2SW/4, Section 30; E/2, E/2W/2, Section 35; W/2, W/2SE/4, W/2SE/4SE/4, Section 36

T - 31 - S, R - 25 - W

SW/4, S/2NW/4, Section 1; E/2, NW/4, N/2SW/4, Section 2; NE/4, N/2SE/4, Section 3; E/2, E/2SW/4, Section 11; W/2, Section 12; W/2, W/2E/2, Section 13; E/2, E/2NW/4, Section 14; SE/4, S/2NE/4, NE/4NE/4, Section 23; W/2, W/2E/2, Section 24; W/2, W/2E/2, Section 25; E/2, E/2SW/4, Section 26; SE/4, Section 34; E/2, SW/4, E/2NW/4, Section 35; W/2, W/2E/2, Section 36

T - 32 - S, R - 23 - W

All of Section 6; all of Section 7; all of Section 18

T - 32 - S, R - 24 - W

All of Section 1; all of Section 2; all of Section 3; all of Section 4; all of Section 5; all of Section 6; all of Section 7; all of Section 8; all of Section 9; all of Section 10; all of Section 11; all of Section 12; all of Section 13; all of Section 14; all of Section 15; all of Section 16; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; all of Section 22; all of Section 23; all of Section 28; all of Section 29; all of Section 30; N/2, SW/4, Section 31; N/2, Section 32; N/2, Section 33

T - 32 - S, R - 25 - W

All of Section 1; all of Section 2; all of Section 3; S/2, Section 4; all of Section 9; all of Section 10; all of Section 11; all of Section 12; all of Section 13; all of Section 14; all of Section 15; all of Section 16; N/2, Section 21; N/2, E/2SE/4, Section 22; all of Section 23; all of Section 24; all

of Section 25; all of Section 26; E/2E/2, Section 27; N/2, N/2S/2, Section 35; N/2, SE/4, N/2SW/4, Section 36

T – 33 – S, R – 24 – W

SW/4, S/2NW/4, Section 6; W/2, Section 7; W/2, W/2SE/4, Section 18; W/2, W/2NE/4, Section 19; W/2, W/2SE/4, Section 30; W/2, W/2E/2, Section 31

T – 33 – S, R – 25 – W

E/2, SW/4, S/2NW/4, Section 1; E/2, E/2W/2, Section 12; E/2, E/2W/2, Section 13; E/2, E/2NW/4, Section 24; E/2, E/2SW/4, Section 25; SE/4, Section 35; all of Section 36

T – 34 – S, R – 24 – W

W/2, W/2E/2, Section 6; all of Section 7; all of Section 8; all of Section 18; all of Section 19; W/2SW/4, SE/4SW/4, Section 20; NW/4, Section 29; N/2, SW/4, W/2SE/4, NE/4SE/4, Section 30; S/2, NW/4, NW/4NE/4, Section 31

T – 34 – S, R – 25 – W

All of Section 1; E/2, E/2W/2, Section 2; NE/4, Section 11; all of Section 12; all of Section 13; S/2, Section 14; E/2, E/2W/2, Section 22; all of Section 23; all of Section 24; all of Section 25; N/2, SE/4, N/2SW/4, SE/4SW/4, Section 26; NE/4, N/2SE/4, Section 27; SE/4, S/2NE/4, Section 34; S/2, NE/4, S/2NW/4, NE/4NW/4, Section 35; all of Section 36

T – 35 – S, R – 24 – W

W/2, Section 1; all of Section 2; all of Section 3; all of Section 4; all of Section 5; all of Section 6; all of Section 7; all of Section 8; all of Section 9; all of Section 10; all of Section 11; W/2, Section 12; that portion of the NW/4, Section 13, lying North of the Kansas/Oklahoma border; that portion of the N/2, Section 14 thru Section 18, lying North of the Kansas/Oklahoma border

T – 35 – S; R – 25 – W

All of Section 1; S/2, NE/4, E/2NW/4, Section 2; all of Section 11; all of Section 12; that portion of the N/2 of Section 13 and Section 14, lying North of the Kansas/Oklahoma border

COMANCHE COUNTY

T - 31 - S, R - 16 - W

SE/4, Section 32; S/2, Section 33; S/2, Section 34; S/2, Section 35; S/2, Section 36

T - 31 - S, R - 17 - W

All of Section 16; all of Section 17; all of Section 18; all of Section 19; all of Section 20; N/2, Section 21; all of Section 29; E/2, N/2NW/4, Section 30; SE/4, Section 35; S/2S/2, Section 36

T - 31 - S, R - 18 - W

SW/4, S/2NW/4, Section 5; SE/4, S/2NE/4, S/2SW/4, Section 6; all of Section 7; W/2, SE/4, Section 8; S/2S/2, Section 9; all of Section 13; E/2, SW/4, E/2NW/4, Section 14; S/2, Section 15; all of Section 16; all of Section 17; all of Section 18; all of Section 19; N/2, SW/4, N/2SE/4, Section 20; N/2, N/2S/2, Section 21; N/2, SE/4, N/2SW/4, Section 22; all of Section 23; all of Section 24; N/2N/2, Section 25; NW/4, N/2NE/4, Section 26; NE/4, Section 27; SW/4NW/4, NW/4NW/4, NE/4NW/4, Section 29; N/2, SW/4, Section 30; W/2, SE/4, Section 31; W/2SW/4, Section 32

T - 31 - S, R - 19 - W

S/2SE/4, Section 1; E/2, Section 12; E/2, E/2NW/4, Section 13; E/2, E/2SW/4, Section 24; E/2, E/2W/2, Section 25; S/2SE/4, Section 35; E/2, E/2NW/4, SW/4SW/4, SE/4SW/4, NE/4SW/4, Section 36

T - 32 - S, R - 16 - W

All of Section 1; all of Section 2; all of Section 3; all of Section 4; E/2, S/2SW/4, Section 5; S/2, Section 6; all of Section 7; all of Section 8; all of Section 9; N/2, N/2S/2, Section 10; N/2, SE/4, N/2SW/4, Section 11; all of Section 12; all of Section 13; E/2, Section 14; W/2, Section 16; all of Section 17; all of Section 18

T - 32 - S, R - 17 - W

All of Section 1; NE/4, E/2SE/4, Section 2; E/2E/2, Section 11; all of Section 12; all of Section 13; E/2E/2, Section 14

T - 32 - S, R - 18 - W

S/2, NW/4, Section 5; all of Section 6; all of Section 7; W/2, W/2NE/4, Section 8; SW/4, W/2SE/4, Section 16; S/2, NW/4, Section 17; all of Section 18; N/2, E/2SE/4, Section 19; all of Section 20; W/2, W/2E/2, Section 21; N/2N/2, Section 29

T - 32 - S, R - 19 - W

All of Section 1; S/2, NE/4, Section 2; N/2, Section 11; all of Section 12; N/2, SE/4, Section 19;
N/2, Section 24

HASKELL COUNTY

T-29-S, R-31-W

S/2, Sec. 1; SE/4, Sec. 2; S/2, Sec. 7; S/2, Sec. 8; SW/4, Sec. 9; E/2, Sec. 11; all Sec. 12; NE/4, Sec. 13; N/2, SW/4, W/2 and W/2 E/2 SE/4, Sec. 14; S/2, Sec. 15; NW/4, Sec. 16; all Sec. 17 and 18; N/2, SW/4, W/2SE/4 and W/2E/2SE/4, Sec. 19; N/2, N/2 SE/4, Sec. 20; NW/4, N/2 SW/4, SE/4, SW/4 and NW/4 NE/4, Sec. 21; NE/4, Sec. 22; NW/4, Sec. 23; S/2, Sec.29; S/2, NW/4, W/2 and W/2 E/2 NE/4, Sec. 30; N/2, Sec. 31; N/2, Sec. 32.

T-29-S, R-32-W

All Sec. 11, 12, 13, 14; SE/4, Sec. 21; S/2, Sec. 22; all Sec. 23, 24, 25, 26, 27, 28, 29; SE/4, Sec. 30; all Sec. 31, 32; N/2, N/2 S/2, Sec. 33; N/2, N/2 S/2, Sec. 34; N/2, N/2 S/2, Sec. 35; N/2, N/2 S/2, Sec. 36.

T-29-S, R-33-W

SE/4, E/2 W/2, SE/4, SW/4 and NW/4 NE/4, Sec. 36.

T-30-S, R-32-W

NW/4, W/2 NE/4, N/2 SW/4, Sec. 5; N/2, N/2 S/2, Sec. 6.

T-30-S, R-33-W

NE/4, N/2 SE/4, E/2 NW/4, NE/4 SW/4, Sec. 1; all Sec. 2, 3, 4; SE/4, Sec. 5; S/2, NE/4, E/2 and E/2 W/2 NW/4, Sec. 7; all Sec. 8; N/2. Sec. 9; N/2, N/2 S/2, Sec. 10; N/2, N/2 S/2, Sec. 11; W/2, S/2 SE/4, Sec. 17; all Sec. 18; N/2, Sec. 19; NW/4, Sec. 20.

T-30-S, R-34-W

SW/4, Sec. 1; SE/4, Sec. 2; E/2, Sec. 11; S/2, NW/4, Sec.12; all Sec. 13; NE/4, N/2 and N/2 S/2 SE/4, Sec. 14; NE/4, NW/4 SE/4, Sec. 24.

KINGMAN COUNTY

T - 27 - S, R - 7 - W

NE/4, S/2NW/4 except the West 330', W/2SW/4, Section 31; SW/4, S/2NW/4, W/2SE/4, Section 33

T - 27 - S, R - 8 - W

S/2, S/2N/2, Section 31; SW/4, S/2NW/4, SW/4NE/4, W/2SE/4, SE/4SE/4, Section 32; E/2, E/2W/2, Section 33; S/2, S/2NW/4, Section 34; S/2, S/2NE/4, Section 35; S/2, S/2NW/4, SW/4NE/4, Section 36

T - 27 - S, R - 9 - W

S/2SW/4, Section 4; SW/4, S/2SE/4, Section 4; S/2, S/2NW/4, Section 6; N/2, N/2S/2, Section 7; N/2, N/2S/2, Section 8; NW/4, N/2SW/4, N/2SE/4, S/2NE/4, Section 9; S/2, Section 35; S/2, S/2N/2, Section 36

T - 27 - S, R - 10 - W

S/2, S/2N/2, Section 1; S/2, NW/4, S/2NE/4, Section 2; all of Section 3; all of Section 4; E/2, SW/4, E/2NW/4, Section 5; E/2, NW/4, Section 8; all of Section 9; N/2, Section 10; N/2, Section 11; N/2, Section 12; S/2, Section 15; all of Section 16; E/2, SW/4, Section 17; all of Section 19; all of Section 20; W/2, NE/4, Section 21; N/2, Section 22; W/2 Section 28; all of Section 29; N/2, SE/4, Section 30; S/2S/2, Section 31; all of Section 32; W/2, W/2E/2, Section 33

T - 28 - S, R - 7 - W

NE/4, N/2SE/4, E/2W/2, Section 4; SW/4, W/2NW/4, SE/4NW/4, W/2SE/4, SW/4NE/4, Section 6; NW/4, W/2E/2, N/2SW/4, SE/4SW/4, Section 7; E/2, Section 8; W/2, W/2SE/4, SE/4SE/4, SW/4NE/4, Section 9; SW/4SW/4, Section 10; SW/4, W/2NW/4, SE/4NW/4, Section 15; all of Section 16; E/2, S/2SW/4, Section 17; W/2E/2, E/2NW/4, SE/4SE/4, Section 18; E/2, SW/4, Section 19; all of Section 20; all of Section 21; W/2, W/2SE/4, Section 22; S/2SW/4, N/2NW/4, NW/4NE/4, Section 27; all of Section 28; all of Section 29; all of Section 30; all of Section 31; all of Section 32; all of Section 33; NW/4, N/2SW/4, SW/4SW/4, Section 34

T - 28 - S, R - 8 - W

All of Section 1; all of Section 2; all of Section 3; E/2, E/2SW/4, E/2NW/4, NW/4NW/4, Section 4; W/2, NW/4NE/4, Section 5; all of Section 6; all of Section 7; W/2, W/2E/2, Section 8; E/2E/2, Section 9; all of Section 10; N/2, N/2S/2, Section 11; N/2, N/2S/2, Section 12; N/2N/2, Section 15; NE/4NE/4, Section 16; N/2NW/4, Section 17; W/2, N/2NE/4, Section 18; E/2SE/4, Section

24; S/2, E/2NE/4, Section 25; NW/4, Section 30; S/2SW/4, SW/4SE/4, Section 31; all of Section 36

T - 28 - S, R - 9 - W

All of Section 1; all of Section 2; NE/4, N/2SE/4, N/2SW/4, S/2NW/4, Section 3; S/2NE/4, Section 10; N/2, SE/4, E/2SW/4, Section 11; all of Section 12; all of Section 13; E/2, E/2W/2, Section 14; E/2, E/2W/2, Section 23; all of Section 24; all of Section 25; E/2, E/2W/2, Section 26; SE/4, Section 34; S/2, NE/4, E/2NW/4, Section 35; all of Section 36

T - 28 - S, R - 10 - W

W/2, W/2E/2, Section 4; all of Section 5; all of Section 6; E/2, NW/4, E/2SW/4, Section 8; W/2, W/2E/2, Section 9; W/2, W/2E/2, Section 16; E/2, E/2W/2, Section 17; E/2, E/2W/2, Section 20; W/2, W/2E/2, Section 21; W/2, W/2NE/4, Section 28; E/2, E/2W/2, Section 29; SE/4 Section 31; all of Section 32; W/2, W/2SE/4, Section 33

T - 29 - S, R - 6 - W

SW/4, Section 30; all of Section 31; W/2, Section 32

T - 29 - S, R - 7 - W

S/2NW/4, NW/4NW/4, W/2SW/4, NE/4SW/4, Section 3; all of Section 4; all of Section 5; all of Section 6; N/2, E/2SE/4, Section 7; all of Section 8; all of Section 9; S/2, W/2NW/4, Section 10; SW/4, Section 11; W/2W/2, Section 13; all of Section 14; all of Section 15; all of Section 16; all of Section 17; E/2E/2, Section 18; E/2NE/4, Section 19; all of Section 20; all of Section 21; all of Section 22; all of Section 23; all of Section 24; all of Section 25; all of Section 25; all of Section 26; all of Section 27; all of Section 28; E/2E/2, Section 29; E/2, Section 33; all of Section 34; all of Section 35; all of Section 36

T - 29 - S, R - 8 - W

All of Section 1; W/2, W/2E/2, Section 4; E/2, Section 5; W/2, W/2E/2, Section 6; W/2, SE/4, W/2NE/4; SE/4NE/4, Section 7; E/2, SW/4, Section 8; W/2, W/2E/2, Section 9; N/2, Section 12; W/2W/2, Section 15; all of Section 16; E/2, NW/4, Section 17; N/2, SW/4, Section 18; NE/4, Section 20; NW/4, Section 21; SE/4, Section 34; SW/4, Section 35

T - 29 - S, R - 9 - W

All of Section 1; all of Section 2; E/2, NW/4, Section 3; S/2, S/2NE/4, S/2NW/4, NW/4NW/4, Section 7; S/2, S/2NW/4, Section 8; S/2, S/2NE/4, Section 9; S/2, NE/4, S/2NW/4, Section 10; all of Section 11; all of Section 12; all of Section 13; all of Section 14; all of Section 15; all of Section 16; N/2, SE/4, N/2SW/4, Section 17; N/2, SW/4, N/2SE/4, Section 18; N/2NW/4,

Section 19; NE/4, N/2SE/4, Section 20; N/2, NW/4SW/4, Section 21; N/2, Section 22; N/2, Section 23; NW/4, N/2NE/4, Section 24; S/2, S/2NE/4, Section 33; S/2, S/2N/2, Section 34; SW/4, S/2NW/4, W/2SE/4, SW/4NE/4, Section 35

T – 29 – S, R – 10 – W

SW/4, Section 1; SW/4, S/2NW/4, W/2SE/4, SW/4NE/4, Section 3; all of Section 4; E/2, E/2W/2, NW/4NW/4, Section 5; N/2NE/4, Section 6; E/2, E/2W/2, Section 8; all of Section 9; S/2, NW/4, W/2NE/4, SE/4NE/4, Section 10; S/2, NE/4, S/2NW/4, Section 11; all of Section 12; all of Section 13; N/2, SE/4, Section 14; NW/4, N/2SW/4, W/2NE/4, NE/4NE/4, Section 15; E/2, NW/4, Section 16; NE/4, E/2NW/4, Section 17; SE/4, Section 20; S/2, NE/4, Section 21; SW/4, S/2NW/4, W/2SE/4, SW/4NE/4, Section 22; N/2NE/4, Section 23; N/2N/2, Section 24; W/2, NE/4, W/2SE/4, Section 27; all of Section 28; E/2, Section 29; E/2, Section 33; W/2E/2, Section 34

T – 30 – S, R – 5 – W

S/2, S/2N/2, Section 1; S/2, S/2NE/4, Section 2; S/2, S/2NW/4, S/2N/2NW/4, Section 3; S/2, S/2N/2, S/2NE/4NE/4, Section 4; S/2, S/2N/2, Section 5; E/2SE/, SE/4NE/4, Section 6; N/2, Section 7; N/2, N/2S/2, Section 8, 9 and 10; N/2, N/2SW/4, Section 11; N/2, Section 12

T – 30 – S, R – 6 – W

W/2, W/2E/2, W/2E/2E/2, Section 1; S/2, Section 2 and 3; S/2, NW/4, Section 4; all of Section 5; all of Section 6; all of Section 7; all of Section 8; W/2, N/2NE/4, Section 9; N/2, Section 10 and 11; NE/4, N/2NW/4, Section 12; W/2, Section 18; NW/4, N/2SW/4, Section 19

T – 30 – S, R – 7 – W

All of Section 1; all of Section 2; all of Section 3; S/2, NE/4, S/2NW/4, Section 4; S/2, S/2N/2, Section 5; S/2, NW/4, S/2NE/4, Section 6; all of Section 7; all of Section 8; all of Section 9; all of Section 10; all of Section 11; all of Section 12; all of Section 13; all of Section 14; all of Section 15; E/2, E/2W/2, Section 16; S/2, Section 20; S/2, NE/4, E/2NW/4, Section 21; all of Section 22; all of Section 23; N/2, SW/4, N/2SE/4, Section 24; NW/4, Section 25; all of Section 26; all of Section 27; all of Section 28; all of Section 29; N/2, Section 32; all of Section 33; W/2, NE/4, NW/4SE/4, Section 34; NW/4, Section 35

T -30 – S, R – 8 – W

S/2, NE/4, Section 1; S/2, NW/4, Section 2; S/2, NE/4, E/2NW/4, Section 3; E/2SE/4, Section 4; S/2, S/2N/2, Section 7; S/2, NE/4, S/2NW/4, Section 8; all of Section 9; all of Section 10; all of Section 11; all of Section 12; N/2, N/2S/2, Section 13, Section 14 and Section 15; NE/4, N/2SE/4, E/2NW/4, Section 16; N/2NW/4, Section 17; N/2, SW/4, Section 18

T - 30 - S, R - 9 - W

S/2, NW/4, W/2NE/4, Section 2; all of Section 3; all of Section 4; SW/4, Section 6; all of Section 7; all of Section 8; all of Section 9; all of Section 10; all of Section 11; all of Section 12; all of Section 13; all of Section 14; all of Section 15; all of Section 16; all of Section 17; N/2, SE/4, Section 18; SE/4, Section 22; N/2NE/4, Section 23; N/2NW/4, Section 24; E/2, Section 27; E/2, Section 34

T - 30 - S, R - 10 - W

SE/4, Section 1; SW/4, W/2NW/4, Section 2; all of Section 3; all of Section 4; E/2E/2, Section 5; all of Section 7; all of Section 8; all of Section 9; all of Section 10; all of Section 11; all of Section 12; N/2, Section 13; N/2, N/2S/2, Section 14; N/2, SW/4, N/2SE/4, Section 15; all of Section 16; NW/4, N/2SW/4, N/2NE/4, SE/4NE/4, Section 17; N/2, N/2S/2, Section 18; N/2, Section 21; NW/4, Section 22

KIOWA COUNTY

T-28-S, R-16-W

SW/4, Sec. 3; W/2, SE/4, SW/4NE/4, Sec.4; E/2, SW/4, Sec. 5; SE/4, Sec. 6; E/2, SW/4, E/2NW/4, Sec. 7; all Sec. 8, 9, 10, 11, 12, 13, 14, 15; N/2, SE/4, N/2SW/4, Sec. 16; N/2, N/2S/2, Sec. 17; N/2, N/2SE/4, Sec. 18; NE/4, Sec. 21; N/2, SE/4, Sec. 22; all Sec. 23; N/2N/2, Sec. 24; W/2SW/4, Sec. 25; All Sec. 26; E/2, Sec. 27; SE/4, Sec. 33; E/2, SW/4, Sec. 34; All Sec. 35; SW/4, W/2NW/4, Sec. 36.

T-28-S, R-17-W

S/2SW/4, Sec. 3; SW/4, S/2SE/4, Sec.4; S/2, NW/4, Sec. 5; E/2, Sec. 6; All Sec. 7, 8, 9; S/2, NW/4, S/2NE/4, Sec. 10; S/2, S/2N/2, Sec. 11; S/2, S/2NW/4, Sec. 12; N/2, N/2SW/4, Sec.13; N/2, N/2SE/4, Sec. 14; N/2, N/2SW/4, Sec. 15; N/2, SW/4, N/2SE/4, Sec.16; All Sec. 17, 18; NE/4, Sec.19; N/2, Sec.20; NW/4, Sec. 21.

T-28-S, R-18-W

S/2SW/4, Sec. 1; S/2S/2, Sec. 2; S/2S/2, Sec. 3; NE/4, E/2 W/2, Sec. 8; All Sec. 10, 11, 12, 13; N/2N/2, S/2S/2, Sec. 14; N/2N/2, S/2S/2 Sec. 15; E/2 NW/4, Sec. 17; NE/4, E/2 NW/4 and N/2NW/4NW/4, Sec. 22; N/2, Sec. 23; NW/4, Sec. 24.

T-28-S, R-19-W

All Sec 18; S/2, NE/4, E/2NW/4, Sec. 19; SE/4, S/2N/2, E/2SW/4 and NW/4SW/4, Sec. 20; SW/4, W/2SE/4, S/2NW/4, SW/4NE/4, Sec. 21; N/2, Sec. 30.

T-28-S, R-20-W

All Sec. 12, 13; S/2SE/4 and NE/4SE/4, SE/4SW/4, Sec. 14; All Sec. 19, 20, 21; S/2, NW/4, Sec. 22; S/2, NE/4, E/2NW/4, Sec. 23; S/2, NW/4, W/2NE/4, Sec. 24; W/2, W/2SE/4, Sec. 25; All Sec. 26, 27; N/2, N/2S/2, Sec. 28; N/2, SW/4, N/2SE/4, Sec. 29; All Sec. 30; N/2, Sec. 34; N/2, Sec. 35; NW/4, W/2E/2, E/2SW/4, Sec. 36.

T-29-S, R-16-W

All Sec. 2, 3, 4; S/2, Sec. 8; All Sec 9, 10, 11; W/2, Sec. 12; W/2, SE/4, Sec. 13; All Sec. 14, 15, 16, 17; S/2, Sec. 19; All Sec. 20, 21, 22, 23, 24; W/2, Sec. 25; All Sec 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

T-29-S, R-16, W

All Sec. 25; E/2, Sec. 26; E/2, Sec. 35; All Sec. 36.

T-30-S, R-16-W

All Sec. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28; E/2, Sec. 29; E/2, Sec. 32; All Sec. 33, 34, 35, 36.

MEADE COUNTY

T-30-S, R-26-W

SE/4, S/2NE/4, Sec. 22; SW/4, S/2NW/4, Sec.23; SE/4, E/2SW/4, S/2NE/4, SE/4NW/4, Sec. 24; NE/4, N/2SE/4, E/2NW/4, S/2SW/4 and NE/4SW/4, Sec. 25; W/2, W/2E/2, Sec. 26; E/2, SW/4, Sec. 27; SE/4, S/2SW/4, NE/4SW/4, S/2N/2, Sec. 31; S/2, S/2N/2, Sec. 32; S/2 Sec. 33; All Sec. 34; W/2, W/2E/2, Sec. 35; S/2 Sec. 36.

T-30-S, R-27-W

SE/4, S/2NE/4, Sec. 36.

T-31-S, R-26-W

NW/4 Sec. 1; NE/4, NW/4, NE/4 and SE/4NW/4, Sec. 2; N/2 Sec. 3; NE/4, N/2N/2NW/4, Sec. 4; NW/4, SW/4, NW/4 and N/2NE/4NE/4, Sec. 5; N/2, SW/4, W/2SE/4, Sec. 6; NW/4, W/2NE/4, Sec. 7.

T-31-S, R-27, W

SE/4, N/2, N/2S/2, Sec. 1; NE/4, Sec. 2; S/2, Sec.3; S/2 Sec. 4; SE/4 Sec. 5; N/2, SE/4, Sec. 9; All Sec. 10; NW/4; N/2SW/4, Sec. 11 N/2 Sec. 15.

T-31-S, R-28-W

S/2, S/2NW/4, Sec. 1; SE/4, S/2NE/4, SE/4NW/4, Sec. 2; E/2, E/2NW/4, Sec. 11; W/2NE/4, W/2 Sec. 12; N/2NW/4, Sec. 13; N/2NE/4, Sec. 14.

T-32-S, R-30-W

SE/4, E/2SW/4, S/2NE/4, SE/4NW/4, Sec.8; S/2, S/2NW/4, Sec. 9; SW/4, W/2SE/4, Sec. 10; W/2, W/2E/2, Sec. 15; All Sec. 16; E/2, E/2W/2, Sec. 17; E/2, SW/4, S/2NW/4, Sec. 19; E/2, SW/4, E/2NW/4, Sec. 20; W/2, NE/4, N/2SE/4, Sec. 21; N/2, N/2S/2, Sec. 22; W/2, SW/4NE/4, NW/4SE/4, Sec. 28; All Sec. 29, 30, 31; N/2, N/2SW/4, NW/4SE/4, Sec. 32; W/2NW/4, Sec. 33.

T-33-S, R-30-W

All Sec. 6

PRATT COUNTY

T-26-S, R-14-W

SE/4, E/2SW/4, S/2NE/4, SE/4NW/4, Sec. 8; S/2, S/2NW/4, Sec. 9; SW/4, Sec. 10; NW/4, N/2SW/4, Sec. 15; N/2, N/2SE/4, W/2SW/4 and NE/4SW/4, Sec. 16; E/2, E/2W/2, Sec. 17; E/2, E/2W/2, Sec. 20; W/2W/2, Sec. 21; SW/4, W/2NW/4, Sec. 28; E/2, E/2W/2, Sec. 29; SE/4, Sec. 31; E/2, SW/4, E/2NW/4, Sec. 32; S/2, NW/4, S/2NE/4, Sec. 33; SW/4, S/2NW/4, W/2SE/4, SW/4NE/4, Sec. 34.

T-27-S, R-11-W

S/2, SE/4NE/4, Sec. 31; SW/4, S/2NW/4, Sec. 32; S/2SE/4, SE/4SW/4, Sec. 33; S/2SW/4, SW/4SE/4, Sec. 34; S/2SE/4, SE/4SW/4, Sec. 35; S/2S/2, Sec. 36.

T-27-S, R-12-W

S/2, S/2N/2, Sec. 31; S/2, Sec. 32; S/2, S/2N/2, Sec. 33; S/2S/2, E/2NE/4SE/4, E/2SE/4NE/4, Sec. 34; S/2SW/4, SW/4SE/4, Sec. 35; SE/4, Sec. 36.

T-27-S, R-13-W

S/2, NE/4, Sec. 7; N/2, N/2SE/4, W/2SW/4 and NE/4SW/4, Sec. 18.

T-27-S, R-14-W

S/2S/2, Sec. 2; W/2, W/2NE/4, W/2SE/4 and SE/4SE/4, Sec. 3; N/2, SE/4, N/2SW/4 and SE/4SW/4, Sec. 4; N/2, N/2S/2, Sec. 5; NE/4, N/2SE/4, Sec. 6; E/2, E/2W/2, Sec. 9; Sec. 10, 11; S/2, NW/4, Sec. 12; N/2, Sec. 13; Sec. 14 15; E/2, E/2W/2, NW/4NW/4, Sec. 16; E/2, NW/4, Sec. 22; Sec. 23; N/2, Sec. 24; W/2, NE/4, Sec. 26; E/2, Sec. 27; E/2, Sec. 34; NW/4, Sec. 35.

T-28-S, R-11-W

N/2, SE/4, Sec. 1; NE/4, E/2NW/4, Sec. 2; W/2, NW/4NE/4, Sec. 3; NE/4, S/2NW/4 and NE/4NW/4, N/2SW/4, N/2SE/4 and SE/4SE/4, Sec. 4; N/2, N/2S/2, Sec. 5; N/2, SW/4, N/2SE/4, Sec. 6.

T-28-S, R-12-W

E/2, E/2NW/4, Sec. 1; W/2, W/2NE/4, Sec. 2; Sec. 3, 4, 5, 6; NE/4, Sec. 7; N/2, Sec. 8; NW/4, Sec.9; NE/4, N/2SE/4, E/2NW/4 and NW/4NW/4, Sec. 10; NW/4, Sec. 11; E/2SW/4 and NW/4SW/4, Sec. 14; N/2SE/4, Sec. 15; N/2NW/4, Sec. 23.

T-28-S, R-13-W

SE/4SW/4, SW/4SE/4, Sec. 4; S/2SW/4SW/4, Sec. 5; S/2S/2, Sec. 6; Sec. 7, 8; N/2, Sec. 9; Commencing at the NW corner of Sec. 10, thence E 350', thence S 715', thence E 245', thence S 650', thence E 2045', thence S 1275' to the center of said section, thence W 2640' to the W section line, thence N 2640 to the point of beginning; commencing at a point 1475' E of the NW corner of Sec. 11, thence S 178', thence E 130', thence N 178', thence W 130' to the point of beginning; commencing at a point 4328' E of the NW corner of Sec. 11, thence S 440' thence E 310' thence N 440' thence W 310' to the point of beginning, both plats lying along the N section line of said Sec. 11; NW/4, N/2SW/4, W/2NE/4, NW/4SE/4, Sec. 17; Sec. 18; N/2N/2, Sec. 19; W/2, W/2SE/4, Sec. 31.

T-28-S, R-14-W

W/2SW/4, SW/4NW/4, Sec. 1; S/2, S/2N/2, Sec. 2; NE/4, N/2SE/4 and SE/4SE/4, Sec. 3; SW/4, S/2NW/4, Sec. 5; S/2, S/2N/2, Sec. 6; Sec. 7, 8; S/2, NW/4, Sec. 9; E/2, S/2SW/4 and NE/4SW/4, Sec. 10; Sec. 11, 12; N/2, SE/4, N/2SW/4, Sec. 13; N/2, SW/4, W/2SE/4 and NE/4SE/4, Sec. 14; E/2, NW/4, E/2SW/4, Sec. 15; N/2, SW/4, Sec. 16; Sec. 17, 18; W/2, W/2NE/4, Sec. 19; NE/4, N/2SE/4, E/2NW/4, NE/4SW/4, Sec. 22; W/2, W/2NE/4, NW/4SE/4, Sec. 23; N/2NE/4, Sec. 24; SW/4, Sec. 25; S/2, S/2NW/4, Sec. 26; E/2, E/2SW/4, SE/4NW/4, Sec. 27; NW/4, SW/4NE/4, NW/4SE/4, NE/4SW/4, Sec. 30; E/2, E/2W/2, Sec. 34; Sec. 35, 36.

T-28-S, R-15-W

S/2, S/2N/2, Sec. 1; SW/4, Sec. 6; Sec. 7; S/2, S/2NE/4, W/2NW/4 and SE/4NW/4, Sec. 8; S/2, S/2N/2, Sec. 9; S/2, the part of the N/2 lying S of the CRI&P RR R/W, Sec. 10; S/2, that part of the N/2 lying S of the CRI&P RR R/W, Sec. 11; Sec. 12; N/2, SE/4, Sec. 13; N/2, N/2SW/4, Sec. 14; N/2, N/2S/2, Sec. 15; N/2, N/2S/2, Sec. 16; N/2, N/2SE/4, Sec. 17; N/2, SW/4, Sec. 18; N/2NW/4, Sec. 19; E/2, E/2W/2, Sec. 24; NE/4, E/4NW/4, Sec. 25.

T-29-S, R-12-W

SW/4, Sec. 17; S/2, Sec. 18; W/2, W/2SE/4, W/2NE/4 and NE/4NE/4, Sec. 19; N/2NW/4, Sec. 20; NW/4, W/2NE/4, N/2SW/4, NW/4SE/4, Sec. 30.

T-29-S, R-13-W

NW/4, W/2NE/4, Sec. 6; SW/4, Sec. 7; SE/4, Sec. 11; SW/4, Sec. 12; S/2, NW/4, Sec. 13; S/2, NE/4, S/2NW/4, Sec. 14; S/2, S/2N/2, Sec. 15; S/2, S/2N/2, Sec. 16; S/2, S/2NE/4, Sec. 17; W/2, S/2SE/4, Sec. 18; N/2, SW/4, Sec. 19; N/2, SE/4, Sec. 20; Sec. 21, 22; N/2, SW/4, Sec. 23; E/2, S/2SW/4 and NE/4SW/4, N/2NW/4 and SE/4NW/4, Sec. 24; N/2, N/2S/2, Sec. 25; E/2NE/4 and E/2W/2NE/4, W/2NW/4, NW/4SW/4, NE/4SE/4 and E/2NW/4SE/4, Sec. 26; Sec.

27; E/2, SW/4, E/2NW/4, Sec. 28; E/2SE/4, Sec. 29; E/2NE/4, Sec. 32; E/2, NW/4, E/2SW/4, Sec. 33; Sec. 34.

T-29-S, R-14-W

Sec. 1, 2; E/2, E/2W/2, Sec. 3; S/2SW/4, Sec. 9; E/2, E/2W/2, Sec. 10; Sec. 11, 12, 13, 14; E/2, SW/4, E/2NW/4, Sec. 15; S/2, NW/4, Sec. 16; S/2, S/2N/2, Sec. 17; SE/4, S/2NE/4, SE/4NW/4, NE/4SW/4, Sec. 18; E/2, E/2SW/4, Sec. 19 W/2, NE/4, W/2SE/4, Sec. 20; N/2, Sec. 21; N/2SE/4, Sec. 22; SW/4, N/2NE/4, Sec. 23; NE/4, N/2SE/4, N/2NW/4 and SE/4NW/4, Sec. 24; W/2SW/4, Sec. 28; S/2, NW/4, W/2NE/4, Sec. 29; E/2, SW/4, E/2NW/4, Sec. 30; Sec. 31, 32; W/2W/2, Sec. 33

RENO COUNTY

T-26-S, R-10-W

SW/4, W/2SE/4, Sec. 28; SE/4, E/2SW/4, Sec. 29; E/2, E/2W/2, Sec. 32; W/2, W/2E/2,
Sec. 33

SEWARD COUNTY

T-32-S, R-31-W

SE/4, S/2NE/4, E/2SW/4, SE/4NW/4, Sec. 24; NE/4, E/2NW/4, Sec.25; SE/4, Sec.34; SW/4, S/2NW/4, W/2SE/4, Sec. 35.

T-33-S, R-31-W

NW/4, N/2SW/4, W/2NE/4, Sec. 2; N/2NE/4, NW/4 SW/4, Sec. 3; S/2, S/2N/2, Sec. 4; SE/4, E/2SW/4, S/2NE/4, SE/4NW/4, Sec. 5; S/2, NE/4, E/2NW/4, Sec. 8; W/2, W/2SE/4, Sec. 9; S/2, Sec. 18; All Sec. 19; SW/4, Sec.20; NW/4, Sec. 29; N/2, SW/4, Sec. 30; S/2SW/4, Sec. 31.

T-33-S, R-32-W

S/2S/2, Sec. 10; S/2S/2, Sec. 11; S/2N/2, S/2, Sec. 13; All Sec. 14; All Sec. 15; All Sec. 22, 23, 24, 25, 26; the portion of Sec. 27 lying N of the Cimarron River; S/2SE/4, Sec. 34; E/2E/2, Sec. 35; All Sec. 36.

T-34-S, R-31-W

W/2, Sec. 6, 7; W/2, Sec. 18.

T-34-S, R-32-W

All Sec. 1; E/2, SW/4, W/2NW/4, Sec. 2; E/2, Sec. 3; E/2, Sec. 10; All Sec. 11, 12, 13, 14; E/2, SW/4, Sec. 15; S/2, S 660' of N/2, Sec. 16; SE/4, Sec. 20; All Sec. 21, 22; W/2NW/4, NW/4SW/4, Sec. 28; N/2, N/2S/2, Sec. 29; NE/4, N/2SE/4, Sec. 30.

T-34-S, R-33-W

SE/4, S/2SW/4, Sec. 19; S/2, Sec. 20; SW/4, Sec. 21; SE/4, SW/4, Sec. 23; SW/4, NW/4SE/4, N/2NW/4SW/4, Sec. 24; W/2, W/2SE/4, Sec. 25; S/2, NE/4, NW/4, Sec. 26; S/2, S/2N/2, Sec. 27; S/2, NW/4, NE/4, Sec. 28; All Sec. 29, 30, 31, 32, 33, 34; N/2, SW/4, N/2SE/4, Sec. 35; NW/4, N/2SW/4, NW/4NE/4, Sec. 36.

T-34-S, R-34-W

S/2SE/4, SE/4SW/4, Sec. 24; All Sec 25; SE/4, SW/4, SE/4 and NE/4NE/4, Sec. 26; NE/4, E/2SE/4, Sec. 35; All Sec. 36.

T-35-S, R-33-W

NW/4, Sec. 2; N/2, SW/4, Sec. 3; All Sec. 4, 5, 6, 7, 8, 9; W/2, SE/4, W/2NE/4, Sec. 10;
All Sec. 15, 16, 17, 18, lying in Kansas.

T-35-S, R-34-W

All Sec. 1; E/2NE/4, Sec. 2; E/2, E/2W/2, Sec. 12; E/2, E/2W/2, Sec. 13 lying in Kansas.

EXHIBIT A-6
To Joint Application

Exhibit A-6 to Joint Application
Wheatland WPK Territory

BARTON COUNTY

DESCRIPTION	SECTION	TOWNSHIP	RANGE
NW/4	15	19S	14W
SE/4, E/2 OF SW/4	27	19S	14W
N/2, N/2 OF SW/4, NW/4 OF SE/4	35	19S	14W
S/2, S/2 OF N/2	26	19S	14W
S/2, S/2 OF NW/4, S 784' OF NE/4	25	19S	14W
N/2	36	19S	14W
E/2 OF NE/4	18	20S	13W
NE/4, E/2 OF NW/4, NE/4 OF SW/4, N/2 OF SE/4, SE/4 OF SE/4	7	20S	13W
E/2, E/2 OF SW/4	6	20S	13W
N/2, E 1980', SE/4 LYING S OF AT&SF RR R/W	31	19S	13W
ALL	30	19S	13W
E/2, E/2 OF SW/4 EXCEPT FOR 210'EW X 200'NS IN SW CORNER	19	19S	13W
E/2, E/2 OF E/2 OF SW/4, E/2 OF SE/4 OF NW/4	18	19S	13W
S/2 OF SE/4	20	18S	13W
E/2, E/2 OF SW/4	29	18S	13W
E/2, E/2 OF NW/4, NE/4 OF SW/4	32	18S	13W
E/2	5	19S	13W
NE/4, N/2 OF SE/4	8	19S	13W
ALL	17	19S	13W
ALL	20	19S	13W
ALL	29	19S	13W
ALL	32	19S	13W
ALL	5	20S	13W
N/2, N/2 OF S/2, SW/4 OF SW/4	8	20S	13W
SW/4 OF NW/4	17	20S	13W
N/2, N/2 OF S/2	9	20S	13W
ALL	4	20S	13W
ALL	33	19S	13W
ALL	28	19S	13W
ALL	21	19S	13W
ALL	16	19S	13W
ALL	9	19S	13W
ALL	4	19S	13W
ALL	33	18S	13W
ALL	28	18S	13W
S/2 OF S/2	34	18S	13W
S/2 OF S/2	35	18S	13W
W/2, N/2 OF NE/4, SW/4 OF SE/4	3	19S	13W
NW/4, W/2 OF NE/4, W/2 OF SW/4, NE/4 OF SW/4	10	19S	13W
W/2 OF SW/4, SW/4 OF NW/4	15	19S	13W
S/2, S/2 OF N/2, W/2 OF NE/4 OF NW/4, NW/4 OF NW/4	22	19S	13W
ALL	27	19S	13W

Exhibit A-6 to Joint Application

Wheatland WPK Territory

ALL	34	19S	13W
W/2, N/2 OF NE/4, SW/4 OF NE/4	3	20S	13W
NW/4, W/2 OF NE/4, NW/4 OF SE/4, N/2 OF SW/4, N/2 OF S/2 OF SW/4	10	20S	13W
N/2 OF NW/4	2	20S	13W
N OF ARKANSAS RIVER	1	20S	13W
N/2, SW/4, SE/4 LYING N OF ARKANSAS R	35	19S	13W
ALL	26	19S	13W
ALL	23	19S	13W
N/2 OF N/2 OF N/2	2	19S	13W
S/2, S/2 OF N/2	25	19S	13W
S/2, S/2 OF N/2	30	19S	12W
SW/4, S/2 OF NW/4	29	19S	12W
NW/4 SOUTH TO RIVER	32	19S	12W
FROM NORTHERN SECTION LINE SOUTH TO RIVER	36	19S	13W
FROM NORTHERN SECTION LINE SOUTH TO RIVER	31	19S	12W

KINGMAN COUNTY

DESCRIPTION	SECTION	TOWNSHIP	RANGE
NE/4, S/2 OF NW/4 EXCEPT W 330', W/2 OF SW/4	31	27S	7W
SW/4, S/2 OF NW/4, W/2 OF SE/4	33	27S	7W
S/2, S/2 OF N/2	31	27S	8W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, ALL SE/4 EXCEPT NE/4	32	27S	8W
E/2, E/2 OF W/2	33	27S	8W
S/2, S/2 OF NW/4	34	27S	8W
S/2, S/2 OF NE/4	35	27S	8W
S/2, S/2 OF NW/4, SW/4 OF NE/4	36	27S	8W
S/2	35	27S	9W
S/2, S/2 OF N/2	36	27S	9W
NE/4, E/2 OF W/2, N/2 OF SE/4	4	28S	7W
SW/4, ALL NW/4 EXCEPT NE/4, SW/4 OF NE/4, W/2 OF SE/4	6	28S	7W
W/2 OF E/2, ALL W/2 EXCEPT SW/4 OF SW/4	7	28S	7W
E/2	8	28S	7W
W/2, SW/4 OF NE/4, ALL SE/4 EXCEPT NE/4	9	28S	7W
SW/4 OF SW/4	10	28S	7W
ALL W/2 EXCEPT NE/4 OF NW/4	15	28S	7W
ALL	16	28S	7W
E/2, S/2 OF SW/4	17	28S	7W
W/2 OF E/2, SE/4 OF SE/4, E/2 OF NW/4	18	28S	7W
ALL EXCEPT NW/4	19	28S	7W
ALL	20	28S	7W
ALL	21	28S	7W
W/2, W/2 OF SE/4	22	28S	7W
N/2 OF NW/4, S/2 OF SW/4, NW/4 OF NE/4	27	28S	7W
ALL	28	28S	7W

Exhibit A-6 to Joint Application
Wheatland WPK Territory

ALL	29	28S	7W
ALL	30	28S	7W
ALL	31	28S	7W
ALL	32	28S	7W
ALL	33	28S	7W
ALL W/2 EXCEPT SE/4 OF SW/4	34	28S	7W
ALL	1	28S	8W
ALL	2	28S	8W
ALL	3	28S	8W
E/2, E/2 OF W/2, NW/4 OF NW/4	4	28S	8W
W/2, NW/4 OF NE/4	5	28S	8W
ALL	6	28S	8W
E/2 OF E/2	9	28S	8W
ALL	10	28S	8W
N/2, N/2 OF S/2	11	28S	8W
N/2, N/2 OF S/2	12	28S	8W
N/2 OF N/2	15	28S	8W
NE/4 OF NE/4	16	28S	8W
E/2 OF SE/4	24	28S	8W
S/2, E/2 OF NE/4	25	28S	8W
ALL	36	28S	8W
E/2, N2 OF NW/4	1	28S	9W
W/2, N/2 OF NE/4	2	28S	9W
NE/4, N/2 OF S/2, S/2 OF NW/4	3	28S	9W
SW/4	30	29S	6W
ALL	31	29S	6W
W/2	32	29S	6W
W/2 OF W/2, SE/4 OF NW/4, NE/4 OF SW/4	3	29S	7W
ALL	4	29S	7W
ALL	5	29S	7W
ALL	6	29S	7W
N/2, E/2 OF SE/4	7	29S	7W
ALL	8	29S	7W
ALL	9	29S	7W
S/2, W/2 OF NW/4	10	29S	7W
SW/4	11	29S	7W
W/2 OF NW/4, SW/4, W/2 OF SE/4	13	29S	7W
ALL	14	29S	7W
ALL	15	29S	7W
ALL	16	29S	7W
ALL	17	29S	7W
E/2 OF E/2	18	29S	7W
E/2 OF NE/4	19	29S	7W
ALL	20	29S	7W
ALL	21	29S	7W
ALL	22	29S	7W
ALL	23	29S	7W

Exhibit A-6 to Joint Application
Wheatland WPK Territory

ALL	24	29S	7W
ALL	25	29S	7W
ALL	26	29S	7W
ALL	27	29S	7W
ALL	28	29S	7W
E/2 OF E/2	29	29S	7W
E/2	33	29S	7W
ALL	34	29S	7W
ALL	35	29S	7W
ALL	36	29S	7W
ALL	1	29S	8W
N/2	12	29S	8W
SE/4	34	29S	8W
SW/4	35	29S	8W
S/2, S/2 OF NE/4	33	29S	9W
S/2, S/2 OF N/2	34	29S	9W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, W/2 OF SE/4	35	29S	9W
S/2, S/2 OF N/2	1	30S	5W
S/2, S/2 OF NE/4	2	30S	5W
S/2, S/2 OF NW/4, S/2 OF N/2 OF NW/4	3	30S	5W
S/2, S/2 OF N/2, S/2 OF N/2 OF NE/4	4	30S	5W
S/2, S/2 OF N/2	5	30S	5W
E/2 OF SE/4, SE/4 OF NE/4	6	30S	5W
N/2	7	30S	5W
N/2, N/2 OF S/2	8	30S	5W
N/2, N/2 OF S/2	9	30S	5W
N/2, N/2 OF S/2	10	30S	5W
N/2, N/2 OF SW/4	11	30S	5W
N/2	12	30S	5W
W/2, W/2 OF E/2, W/2 OF E/2 OF /E2	1	30S	6W
S/2	2	30S	6W
S/2	3	30S	6W
S/2, NW/4	4	30S	6W
ALL	5	30S	6W
ALL	6	30S	6W
ALL	7	30S	6W
ALL	8	30S	6W
W/2, N/2 OF NE/4	9	30S	6W
N/2	10	30S	6W
N/2	11	30S	6W
NE/4, N/2 OF NW/4	12	30S	6W
W/2	18	30S	6W
NW/4, N/2 OF SW/4	19	30S	6W
ALL	1	30S	7W
ALL	2	30S	7W
ALL	3	30S	7W
ALL EXCEPT N/2 OF NW/4	4	30S	7W

Exhibit A-6 to Joint Application
Wheatland WPK Territory

S/2, S/2 OF N/2	5	30S	7W
ALL EXCEPT N/2 OF NE/4	6	30S	7W
ALL	7	30S	7W
ALL	8	30S	7W
ALL	9	30S	7W
ALL	10	30S	7W
ALL	11	30S	7W
ALL	12	30S	7W
ALL	13	30S	7W
ALL	14	30S	7W
ALL	15	30S	7W
E/2, E/2 OF W/2	16	30S	7W
S/2	20	30S	7W
ALL EXCEPT W/2 OF NW/4	21	30S	7W
ALL	22	30S	7W
ALL	23	30S	7W
ALL EXCEPT S/2 OF SE/4	24	30S	7W
NW/4	25	30S	7W
ALL	26	30S	7W
ALL	27	30S	7W
ALL	28	30S	7W
ALL	29	30S	7W
N/2	32	30S	7W
ALL	33	30S	7W
NW/4, SW/4, NE/4, NW/4 OF SE/4	34	30S	7W
NW/4	35	30S	7W
NE/4, SW/4, SE/4	1	30S	8W
NW/4, S/2	2	30S	8W
ALL EXCEPT W/2 OF NW/4	3	30S	8W
E/2 OF SE/4	4	30S	8W
S/2, S/2 OF N/2	7	30S	8W
S/2, S/2 OF NW/4, NE/4	8	30S	8W
ALL	9	30S	8W
ALL	10	30S	8W
ALL	11	30S	8W
ALL	12	30S	8W
N/2, N/2 OF S/2	13	30S	8W
N/2, N/2 OF S/2	14	30S	8W
N/2, N/2 OF S/2	15	30S	8W
NE/4, E/2 OF NW/4, N/2 OF SE/4	16	30S	8W
N/2 OF NW/4	17	30S	8W
NW/4, NE/4, SW/4	18	30S	8W
ALL EXCEPT E/2 OF NE/4	2	30S	9W
ALL	3	30S	9W
ALL	4	30S	9W
E/2	10	30S	9W
ALL	11	30S	9W

Exhibit A-6 to Joint Application

Wheatland WPK Territory

ALL	12	30S	9W
ALL	13	30S	9W
ALL	14	30S	9W
E/2	15	30S	9W
SE/4	22	30S	9W
N/2 OF NE/4	23	30S	9W
N/2 OF NW/4	24	30S	9W
E/2	27	30S	9W
E/2	34	30S	9W

HARPER COUNTY

DESCRIPTION	SECTION	TOWNSHIP	RANGE
SW/4, SW/4 OF NW/4	28	31S	5W
S/2, S/2 OF N/2	29	31S	5W
SE/4, S/2 OF NE/4, SE/4 OF NW/4, E/2 OF SW/4	30	31S	5W
E/2, E/2 OF NW/4	31	31S	5W
ALL	32	31S	5W
W/2, W/2 OF SE/4	33	31S	5W
S/2 OF SE/4	35	31S	5W
S/2 OF SW/4	36	31S	5W
W/2 OF SW/4, SW/4 OF NW/4	7	31S	6W
NW/4 OF NW/4	18	31S	6W
SE/4	20	31S	6W
SW/4	21	31S	6W
W/2 OF SW/4	27	31S	6W
W/2, SE/4, W/2 OF NE/4	28	31S	6W
ALL	29	31S	6W
ALL	30	31S	6W
ALL	31	31S	6W
ALL	32	31S	6W
ALL	33	31S	6W
S/2, W/2 OF NW/4	34	31S	6W
SW/4, SE/4, NE/4	35	31S	6W
SW/4, W/2 OF SE/4, NE/4 OF SE/4, W/2 OF SE/4 OF SE/4, NE/4 OF SE/4 OF SE/4	36	31S	6W
S/2 OF N/2, N/2 OF S/2, SW/4 OF SW/4	1	31S	7W
SE/4, S/2 OF NE/4, SE/4 OF NW/4, E/2 OF SW/4	2	31S	7W
NW/4, N/2 OF SW/4	3	31S	7W
N/2, SE/4, N/2 OF SW/4	4	31S	7W
E/2 OF SE/4	8	31S	7W
NE/4, SE/4, SW/4	9	31S	7W
SW/4, S/2 OF NW/4, SW/4 OF SE/4	10	31S	7W
E/2, E/2 OF W/2	11	31S	7W
S/2, S/2 OF N/2, NW/4 OF NW/4	12	31S	7W
N/2 OF N/2	13	31S	7W
N/2 OF NE/4, NE/4 OF NW/4	14	31S	7W
W/2, W/2 OF E/2	15	31S	7W
ALL	16	31S	7W

Exhibit A-6 to Joint Application

Wheatland WPK Territory

SE/4, E/2 OF NE/4, E/2 OF SW/4	17	31S	7W
S/2, S/2 OF NW/4	19	31S	7W
SW/4, SE/4, NE/4, E/2 OF NW/4	20	31S	7W
ALL	21	31S	7W
NW/4, SW/4, SE/4, W/2 OF NE/4	22	31S	7W
S/2	23	31S	7W
S/2, S/2 OF N/2	25	31S	7W
ALL	26	31S	7W
ALL	27	31S	7W
ALL	28	31S	7W
ALL	29	31S	7W
ALL	30	31S	7W
ALL	31	31S	7W
ALL	32	31S	7W
ALL	33	31S	7W
ALL	34	31S	7W
ALL	35	31S	7W
ALL	36	31S	7W
SW/4, S/2 OF NW/4	5	31S	8W
S/2 OF N/2, N/2 OF SW/4, SE/4	6	31S	8W
SW/4	18	31S	8W
SE/4, E/2 OF SW/4, SE/4 OF NW/4, S/2 OF NE/4	24	31S	8W
NE/4, SE/4, SW/4, E/2 OF NW/4	25	31S	8W
S/2	26	31S	8W
SW/4	31	31S	8W
N/2	35	31S	8W
E/2, NW/4, E/2 OF SW/4	36	31S	8W
S/2 OF N/2, N/2 OF S/2	1	31S	9W
S/2 OF N/2, N/2 OF S/2	2	31S	9W
S/2 OF S/2	13	31S	9W
SW/4, S/2 OF SE/4, S/2 OF NW/4, NW/4 OF NW/4	14	31S	9W
S/2	22	31S	9W
N/2 OF N/2, SW/4 OF NW/4, NW/4 OF SW/4, S/2 OF S/2	23	31S	9W
N/2, NE/4 OF SE/4	26	31S	9W
N/2	27	31S	9W
S/2, SE/4 OF NE/4	35	31S	9W
S/2, S/2 OF NW/4	36	31S	9W
W/2, NE/4, W/2 OF SE/4	1	32S	5W
SW/4, SE/4, NE/4	2	32S	5W
S/2, S/2 OF NW/4	3	32S	5W
S/2, NW/4, S/2 OF NE/4, NW/4 OF NE/4	4	32S	5W
ALL	5	32S	5W
ALL	6	32S	5W
ALL	7	32S	5W
N/2, SW/4	8	32S	5W
N/2, E/2 OF SE/4	9	32S	5W
ALL	10	32S	5W

Exhibit A-6 to Joint Application
Wheatland WPK Territory

ALL	11	32S	5W
S/2, NW/4, W/2 OF NE/4	12	32S	5W
N/2, N/2 OF SW/4	13	32S	5W
N/2, N/2 OF S/2	14	32S	5W
N/2, SW/4, N/2 OF SE/4, SW/4 OF SE/4	15	32S	5W
SE/4, E/2 OF NE/4	16	32S	5W
N/2 OF NW/4	17	32S	5W
W/2, N/2 OF NE/4	18	32S	5W
W/2	19	32S	5W
E/2, E/2 OF W/2	21	32S	5W
W/2, W/2 OF E/2	22	32S	5W
SW/4, W/2 OF SE/4	26	32S	5W
ALL	27	32S	5W
E/2, E/2 OF W/2	28	32S	5W
W/2	30	32S	5W
NE/4, E/2 OF NW/4	32	32S	5W
ALL	33	32S	5W
ALL	34	32S	5W
W/2 OF W/2, NE/4 OF NW/4, NW/4 OF NE/4	35	32S	5W
ALL	1	32S	6W
ALL	2	32S	6W
ALL	3	32S	6W
ALL	4	32S	6W
ALL	5	32S	6W
ALL	6	32S	6W
ALL	7	32S	6W
ALL	8	32S	6W
ALL	9	32S	6W
ALL	10	32S	6W
N/2, SW/4	11	32S	6W
N/2, SE/4	12	32S	6W
NE/4, N/2 OF SE/4, SE/4 OF SE/4	13	32S	6W
NW/4	14	32S	6W
NE/4, N/2 OF NW/4	15	32S	6W
NW/4, N/2 OF NE/4	16	32S	6W
N/2	17	32S	6W
N/2, SW/4	18	32S	6W
W/2	19	32S	6W
SE/4, E/2 OF NE/4	24	32S	6W
E/2	25	32S	6W
W/2	30	32S	6W
W/2	31	32S	6W
SE/4	33	32S	6W
S/2	34	32S	6W
NE/4, SW/4	35	32S	6W
NW/4, NW/4 OF NE/4	36	32S	6W
ALL	1	32S	7W

Exhibit A-6 to Joint Application
Wheatland WPK Territory

ALL	2	32S	7W
ALL	3	32S	7W
ALL	4	32S	7W
ALL	5	32S	7W
ALL	6	32S	7W
ALL	7	32S	7W
ALL	8	32S	7W
ALL	9	32S	7W
ALL	10	32S	7W
ALL	11	32S	7W
ALL	12	32S	7W
ALL	13	32S	7W
ALL	14	32S	7W
ALL	15	32S	7W
N/2, SE/4	16	32S	7W
N/2, SW/4	17	32S	7W
ALL	18	32S	7W
NW/4, N/2 OF NE/4, N/2 OF SW/4	19	32S	7W
N/2 OF NW/4	20	32S	7W
NE/4	21	32S	7W
N/2	22	32S	7W
N/2	23	32S	7W
ALL	24	32S	7W
ALL	25	32S	7W
SE/4	26	32S	7W
E/2	35	32S	7W
ALL	36	32S	7W
E/2, E/2 OF NW/4	1	32S	8W
W/2	6	32S	8W
NW/4, N/2 OF SW/4	7	32S	8W
SE/4, S2/ OF NE/4	11	32S	8W
E/2, SW/4, S/2 OF NW/4	12	32S	8W
ALL	13	32S	8W
E/2	14	32S	8W
E/2 OF NE/4	23	32S	8W
N/2, N/2 OF SE/4, NE/4 OF SW/4	24	32S	8W
ALL	1	32S	9W
ALL	2	32S	9W
E/2, E/2 OF SW/4, SE/4 OF NW/4	10	32S	9W
ALL	11	32S	9W
ALL	12	32S	9W
N/2	13	32S	9W
N/2	14	32S	9W
NE/4, E/2 OF NW/4	15	32S	9W
SW/4, W/2 OF SE/4	25	32S	9W
S/2	26	32S	9W
S/2	27	32S	9W

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NE/4	34	32S	9W
N/2	35	32S	9W
NW/4, W/2 OF NE/4	36	32S	9W
SW/4, W/2 OF SE/4, SW/4 OF NE/4, S/2 OF NW/4, NW/4 OF NW/4	2	33S	5W
ALL	3	33S	5W
N/2, SE/4	4	33S	5W
NE/4, N/2 OF SE/4	9	33S	5W
N/2, N/2 OF SW/4	10	33S	5W
NW/4, W/2 OF NE/4	11	33S	5W
SE/4	19	33S	5W
S/2	20	33S	5W
SW/4	21	33S	5W
SW/4 OF NW/4, W/2 OF SW/4	27	33S	5W
S/2, NW/4, S/2 OF NE/4	28	33S	5W
N/2, E/2 OF SE/4	29	33S	5W
N/2	30	33S	5W
SW/4	31	33S	5W
SE/4, S/2 OF NE/4, NE/4 OF NE/4	32	33S	5W
ALL	33	33S	5W
S/2, S/2 OF N/2, NW/4 OF NW/4	34	33S	5W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, W/2 OF SE/4	35	33S	5W
NW/4	2	33S	6W
N/2	3	33S	6W
NE/4	4	33S	6W
S/2, NW/4	6	33S	6W
N/2, SW/4	7	33S	6W
N/2 OF NW/4	18	33S	6W
NE/4	25	33S	6W
W/2 OF SW/4	26	33S	6W
SE/4	27	33S	6W
NE/4	34	33S	6W
W/2 OF NW/4, SW/4	35	33S	6W
ALL	1	33S	7W
E/2	2	33S	7W
SW/4	7	33S	7W
E/2 OF E/2	11	33S	7W
ALL	12	33S	7W
NW/4, N/2 OF NE/4	13	33S	7W
E/2 OF NE/4	14	33S	7W
NW/4	18	33S	7W
NW/4	20	33S	7W
SW/4	30	33S	7W
NW/4	31	33S	7W
SE/4	25	33S	8W
NE/4	35	33S	8W

Exhibit A-6 to Joint Application

Wheatland WPK Territory

W/2, W/2 OF NE/4	2	34S	5W
ALL	3	34S	5W
ALL	4	34S	5W
S/2, NE/4	5	34S	5W
S/2, NW/4	6	34S	5W
N/2, SE/4, N/2 OF SW/4, SE/4 OF SW/4	7	34S	5W
ALL	8	34S	5W
ALL	9	34S	5W
W/2, N/2 OF NE/4	10	34S	5W
N/2 OF NW/4	11	34S	5W
NW/4, SW/4 OF NE/4, NW/4 OF SE/4, N/2 OF SW/4	15	34S	5W
N/2, SW/4, N/2 OF SE/4, SW/4 OF SE/4	16	34S	5W
ALL	17	34S	5W
E/2, E/2 OF NW/4	18	34S	5W
NE/4	19	34S	5W
E/2, NW/4, N/2 OF SW/4	20	34S	5W
W/2, W/2 OF NE/4	21	34S	5W
W/2	28	34S	5W
NE/4	29	34S	5W
NW/4	33	34S	5W
NE/4, S/2	1	34S	6W
NW/4, S/2	2	34S	6W
S/2	3	34S	6W
SE/4, E/2 OF SW/4	4	34S	6W
SE/4	7	34S	6W
NE/4	9	34S	6W
N/2	10	34S	6W
N/2, SE/4	11	34S	6W
N/2, SW/4, N/2 OF SE/4	12	34S	6W
W/2	13	34S	6W
E/2	14	34S	6W
SW/4	16	34S	6W
S/2	17	34S	6W
NE/4, E/2 OF SE/4	18	34S	6W
NE/4 OF NE/4	19	34S	6W
E/2, N/2 OF NW/4	20	34S	6W
W/2 OF W/2, NE/4 OF NW/4	21	34S	6W
E/2	23	34S	6W
NW/4, W/2 OF SW/4	24	34S	6W
W/2 OF NW/4	25	34S	6W
NE/4	26	34S	6W
NW/4	28	34S	6W
NE/4	29	34S	6W
SE/4	31	34S	6W
S/2	32	34S	6W
S/2	33	34S	6W
W/2 OF SW/4	34	34S	6W

Exhibit A-6 to Joint Application

Wheatland WPK Territory

W/2	1	34S	7W
E/2, SE/4 OF NW/4, NE/4 OF SW/4	2	34S	7W
SE/4, S/2 OF SW/4	10	34S	7W
S/2, NE/4, S/2 OF NW/4, NE/4 OF NW/4	11	34S	7W
W/2	12	34S	7W
W/2	13	34S	7W
ALL	14	34S	7W
ALL	15	34S	7W
ALL	22	34S	7W
ALL	23	34S	7W
W/2, SW/4 OF NE/4, NW/4 OF SE/4	24	34S	7W
W/2	25	34S	7W
ALL	26	34S	7W
ALL	27	34S	7W
S/2 OF SE/4	28	34S	7W
E/2	33	34S	7W
ALL	34	34S	7W
N/2, SW/4, W/2 OF SE/4	35	34S	7W
NW/4	36	34S	7W
W/2 OF NW/4	3	35S	6W
N/2	4	35S	6W
N/2	5	35S	6W
NE/4	6	35S	6W
W/2, W/2 OF E/2	2	35S	7W

SEDGWICK COUNTY

DESCRIPTION	SECTION	TOWNSHIP	RANGE
S/2, S/2 OF NW/4	31	29S	3W
SE/4, S/2 OF NE/4, SE/4 OF NW/4, NE/4 OF SW/4	33	29S	3W
S/2, S/2 OF N/2	34	29S	3W
S/2 OF NW/4, W/2 OF SW/4	35	29S	3W
S/2, S/2 OF NE/4	36	29S	4W

SUMNER COUNTY

DESCRIPTION	SECTION	TOWNSHIP	RANGE
W/2 OF NW/4	2	30S	3W
N/2, SW4	3	30S	3W
S/2, NE/4	4	30S	3W
S/2, NW/4	5	30S	3W
ALL	6	30S	3W
ALL	7	30S	3W
ALL	8	30S	3W
ALL	9	30S	3W
S/2, NW/4	10	30S	3W
SW/4	11	30S	3W
NW/4	14	30S	3W
W/2, NE/4, W/2 OF W/2 OF SE/4	15	30S	3W
ALL	16	30S	3W
N/2	17	30S	3W

Exhibit A-6 to Joint Application
Wheatland WPK Territory

N/2, SW/4	18	30S	3W
N/2, SE/4	21	30S	3W
W/2	22	30S	3W
W/2	27	30S	3W
E/2, SW/4	28	30S	3W
NE/4	32	30S	3W
ALL	33	30S	3W
SW/4, W/2 OF SE/4, W/2 OF NW/4	34	30S	3W
ALL	1	30S	4W
W/2 OF SW/4, W/2 OF E/2 OF SW/4	4	30S	4W
S/2, S/2 OF N/2	5	30S	4W
S/2, S/2 OF N/2	6	30S	4W
NW/4, N/2 OF NE/4, SW/4 OF NE/4	7	30S	4W
N/2, SE/4	8	30S	4W
S/2, S/2 OF N/2, NW/4 OF NW/4, W/2 OF NE/4 OF NW/4	9	30S	4W
S/2, S/2 OF N/2	10	30S	4W
S/2, S/2 OF NW/4	11	30S	4W
ALL	12	30S	4W
N/2, SE/4, N/2 OF SW/4	13	30S	4W
N/2, N/2 OF S/2	14	30S	4W
N/2, N/2 OF S/2	15	30S	4W
N/2, SW/4	16	30S	4W
E/2, E/2 OF NW/4, NE/4 OF SW/4	17	30S	4W
NE/4	20	30S	4W
NW/4, SE/4, E/2 OF SW/4, NE/4 S OF MOPRR	21	30S	4W
E/2	24	30S	4W
N/2 OF NE/4, NE/4 OF NW/4	28	30S	4W
S/2 OF SW/4	5	31S	2W
S/2 OF SE/4	6	31S	2W
S/2, NE/4, S/2 OF NW/4	7	31S	2W
S/2, NW/4	8	31S	2W
S/2, S/2 OF NE/4	9	31S	2W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, NW/4 OF SE/4	10	31S	2W
NW/4	15	31S	2W
N/2	16	31S	2W
N/2, N/2 OF S/2	17	31S	2W
NE/4, N/2 OF NW/4, N/2 OF SE/4	18	31S	2W
W/2, W/2 OF NE/4, NW/4 OF SE/4	3	31S	3W
N/2, SE/4, N/2 OF SW/4	4	31S	3W
S/2 OF NE/4, N/2 OF SE/4	5	31S	3W
E/2, E/2 OF SW/4	9	31S	3W
S/2, NW/4	10	31S	3W
S/2, S/2 OF N/2	11	31S	3W
S/2, NE/4, S/2 OF NW/4, NE/4 OF NW/4	12	31S	3W
NW/4, N/2 OF NE/4, SW/4 OF NE/4, N/2 OF SW/4	13	31S	3W
N/2, N/2 OF SE/4	14	31S	3W
N/2, SW/4, W/2 OF SE/4	15	31S	3W

Exhibit A-6 to Joint Application

Wheatland WPK Territory

E/2, E/2 OF W/2	16	31S	3W
E/2, E/2 OF NE/4, NE/4 OF SW/4	21	31S	3W
W/2, W/2 OF E/2	22	31S	3W
W/2, W/2 OF NE/4	27	31S	3W
E/2	28	31S	3W
E/2, E/2 OF SW/4	33	31S	3W
S/2, NW/4	34	31S	3W
S/2 OF SW/4	5	32S	2W
S/2 OF S/2	6	32S	2W
ALL	7	32S	2W
S/2, NW/4, S/2 OF NE/4	8	32S	2W
SW/4, S/2 OF NW/4, SW/4 OF NE/4, W/2 OF SE/4	9	32S	2W
NW/4, W/2 OF NE/4, N/2 OF S/2	16	32S	2W
N/2, N/2 OF S/2	17	32S	2W
N/2, N/2 OF S/2, SW/4 OF SW/4	18	32S	2W
SW/4, N/2 OF SE/4	19	32S	2W
N/2 OF S/2	20	32S	2W
N/2 OF SW/4	21	32S	2W
W/2, SW/4 OF NE/4, NW/4 OF SE/4	30	32S	2W
W/2	31	32S	2W
W/2, NE/4, W/2 OF SE/4	3	32S	3W
E/2, SW/4, E/2 OF NW/4	4	32S	3W
E/2, NW/4, N/2 OF SW/4, SE/4 OF SW/4	9	32S	3W
W/2, W/2 OF NE/4	10	32S	3W
SE/4, E/2 OF SW/4, SE/4 OF NW/4, S/2 OF NE/4	12	32S	3W
S/2, NE/4, S/2 OF NW/4, NE/4 OF NW/4	13	32S	3W
S/2, SE/4 OF NE/4	14	32S	3W
S/2, NW/4, S/2 OF NE/4	15	32S	3W
S/2, NE/4, S/2 OF NW/4, NE/4 OF NW/4	16	32S	3W
S/2, S/2 OF N/2	17	32S	3W
S/2, S/2 OF NE/4	18	32S	3W
N/2	19	32S	3W
N/2	20	32S	3W
N/2	21	32S	3W
N/2, SE/4	22	32S	3W
N/2, W/2 OF SW/4	23	32S	3W
N/2, SE/4	24	32S	3W
E/2	25	32S	3W
E/2	36	32S	3W
SW/4, S/2 OF SE/4	7	32S	4W
S/2	8	32S	4W
SW/4, SW/4 OF NE/4, S/2 OF SE/4, NW/4 OF SE/4	9	32S	4W
S/2, S/2 OF NW/4	13	32S	4W
S/2, S/2 OF N/2	14	32S	4W
S/2, S/2 OF N/2	15	32S	4W
ALL	16	32S	4W
N/2, SE/4, E/2 OF SE/4 OF SW/4	17	32S	4W

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N/2	18	32S	4W
NE/4, NW/4 OF SE/4, NE/4 OF SW/4, NW/4 E OF MOPRR	20	32S	4W
N/2	21	32S	4W
N/2, N/2 OF SE/4, NE/4 OF SW/4	22	32S	4W
N/2, SE/4, N/2 OF SW/4	23	32S	4W
N/2, SW/4	24	32S	4W
W/2	6	33S	2W
W/2	7	33S	2W
SW/4, W/2 OF SE/4	14	33S	2W
S/2, S/2 OF N/2	15	33S	2W
S/2, S/2 OF NE/4	16	33S	2W
S/2, S/2 OF NW/4	17	33S	2W
S/2, NW/4, S/2 OF NE/4	18	33S	2W
N/2, N/2 OF S/2	19	33S	2W
N/2	20	33S	2W
N/2, SE/4, NE/4 OF SW/4	21	33S	2W
N/2, SW/4	22	33S	2W
NW/4, S/2 OF NE/4, NW/4 OF NE/4	23	33S	2W
W/2, W/2 OF E/2	27	33S	2W
E/2	28	33S	2W
S/2, NE/4	33	33S	2W
S/2, NW/4, W/2 OF NE/4	34	33S	2W
E/2	1	33S	3W
NE/4, E/2 OF SE/4	12	33S	3W
E/2	13	33S	3W
NE/4, E/2 OF NW/4, NE/4 OF SW/4, N/2 OF SE/4	24	33S	3W
S/2 OF S/2	21	34S	1W
S/2 OF SW/4	22	34S	1W
SW/4, W/2 OF SE/4	26	34S	1W
S/2, NW/4	27	34S	1W
E/2, E/2 OF W/2, NW/4 OF NW/4	28	34S	1W
S/2, S/2 OF NE/4	31	34S	1W
S/2, S/2 OF N/2	32	34S	1W
S/2, NE/4, S/2 OF NW/4, NE/4 OF NW/4	33	34S	1W
ALL	34	34S	1W
W/2, NW/4 OF NE/4	35	34S	1W
N/2, SW/4, W/2 OF SE/4	3	34S	2W
N/2, SE/4	4	34S	2W
S/2, NE/4	9	34S	2W
S/2, NW/4, W/2 OF NE/4	10	34S	2W
N/2, SW/4, W/2 OF SE/4	15	34S	2W
N/2, SE/4	16	34S	2W
SE/4, E/2 OF SW/4, S/2 OF NE/4, SE/4 OF NW/4	20	34S	2W
S/2, NE/4	21	34S	2W
W/2, W/2 OF E/2	22	34S	2W
NW/4, W/2 OF NE/4, NW/4 OF SE/4, N/2 OF SW/4	27	34S	2W
N/2, SW/4, N/2 OF SE/4	28	34S	2W

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E/2, E/2 OF NW/4	29	34S	2W
S/2, S/2 OF N/2	31	34S	2W
S/2, NE/4, S/2 OF NW/4	32	34S	2W
S/2, NW/4	33	34S	2W
S/2, S/2 OF NE/4	34	34S	2W
S/2, S/2 OF N/2	35	34S	2W
S/2, S/2 OF NW/4	36	34S	2W
S/2	26	34S	3W
S/2	27	34S	3W
S/2, S/2 OF NE/4	28	34S	3W
S/2, S/2 OF NW/4	29	34S	3W
N/2, N/2 OF SE/4	32	34S	3W
N/2, N/2 OF S/2	33	34S	3W
N/2, SE/4, N/2 OF SW/4	34	34S	3W
ALL	35	34S	3W
S/2, S/2 OF N/2	36	34S	3W
NW/4, W/2 OF NE/4, NW/4 OF SE/4, N/2 OF SW/4	2	35S	1W
N/2, SW/4, N/2 OF SE/4	3	35S	1W
ALL	4	35S	1W
ALL	5	35S	1W
ALL	6	35S	1W
E/2 OF NE/4	8	35S	1W
N/2, SE/4	9	35S	1W
S/2, NW/4	10	35S	1W
S/2, W/2 OF NW/4	14	35S	1W
S/2, S/2 OF N/2	15	35S	1W
S/2, NE/4	16	35S	1W
SE/4	17	35S	1W
ALL	1	35S	2W
ALL	2	35S	2W
N/2, N/2 OF S/2	3	35S	2W
N/2, N/2 OF S/2	4	35S	2W
N/2, N/2 OF S/2	5	35S	2W
ALL	6	35S	2W
W/2	7	35S	2W
ALL	1	35S	3W
ALL	2	35S	3W
E/2, S/2 OF NW/4, N 175' OF SW/4	3	35S	3W
E/2	10	35S	3W
ALL	11	35S	3W
ALL	12	35S	3W
N/2, SW/4	13	35S	3W
ALL	14	35S	3W
E/2, S/2 OF SW/4	15	35S	3W
S/2 OF SE/4	16	35S	3W

EXHIBIT B-1
To Joint Application

WHOLESALE REQUIREMENTS AGREEMENT

BETWEEN

MID-KANSAS ELECTRIC COMPANY, LLC

AND

PRAIRIE LAND ELECTRIC COOPERATIVE, INC.

DATED AS OF

_____, 2013

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EXHIBIT A Definitions

SCHEDULES

Schedule A

- A-1 Member's WPK Territory
- A-2 Delivery Points

Schedule B

- B-1 Rate
- B-2 Terms and Conditions

WHOLESALE REQUIREMENTS AGREEMENT

THIS WHOLESALE REQUIREMENTS AGREEMENT (Agreement), dated as of _____, 2013, (together with permitted amendments hereto, this Agreement) is entered into between **MID-KANSAS ELECTRIC COMPANY, LLC (Mid-Kansas)**, a limited liability company organized and existing under the laws of the State of Kansas, and **PRAIRIE LAND ELECTRIC COOPERATIVE, INC. (the Member)**, an electric cooperative organized and existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, Sunflower Electric Power Corporation (**Sunflower**), a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the **Sunflower Members**); and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (**Pioneer**)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the **Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (the **WPK System**) of Aquila, Inc., d/b/a Aquila Networks-WPK (**Aquila**) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes and bonds (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) were secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas, has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement,

dated as of July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower has operated Mid-Kansas's System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas's load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligation to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that all capacity and energy required to supply such customers be acquired from Mid-Kansas; and

WHEREAS, the Member acknowledges that it is in the best interest of the transferred customers that it acquire all necessary capacity and energy to supply such customers from Mid-Kansas; and

WHEREAS, in reliance upon the commitments of Mid-Kansas herein set forth, the Member is entering into this Agreement and the Member acknowledges by entering into this Agreement that Mid-Kansas (i) has obtained and will obtain financing, (ii) has invested and will in the future invest in plant and facilities, (iii) has developed and will continue to develop an organizational structure, management team and staff directly or by contracting with Sunflower or others, (iv) has engaged and will continue to engage in planning, and (v) has made and will continue to make commitments relating to long-term power supply arrangements, all on the basis of the cash flow produced by this Agreement and similar contracts between Mid-Kansas and each of the other Mid-Kansas Members; and

WHEREAS, Mid-Kansas intends to enter into similar contracts with each of the Mid-Kansas Members and may enter into similar contracts with other entities that become Mid-Kansas Members in the future (collectively the **Other Purchasers**) and this Agreement and those executed by the other Mid-Kansas Members concurrently herewith together with such additional contracts being, as they may be amended, supplemented, modified, extended or restated from time to time, (collectively, the **All Requirements Contracts**); and

WHEREAS, Mid-Kansas has incurred and will incur debt to construct, improve or acquire facilities that are intended to directly or indirectly benefit the Member and its members or customers as well as other Mid-Kansas Members, although the Member recognizes that such benefits cannot be assured; and

WHEREAS, the Member has determined that its interest and the interest of its own members or customers will be best served by entering into this Agreement with Mid-Kansas in lieu of undertaking the risks of developing other sources of electricity itself or of purchasing electricity from other sources; and

WHEREAS, this Agreement and payments due to Mid-Kansas under this Agreement are pledged and assigned to secure the Secured Obligations as provided in the Indenture and the holders of the Secured Obligations are relying on this Agreement and other All Requirements Contracts to assure that the Secured Obligations are repaid and Mid-Kansas and the Member, by executing this Agreement, acknowledge that reliance; and

WHEREAS, the Member desires to purchase capacity and energy from Mid-Kansas, and Mid-Kansas desires to sell capacity and energy to the Member on the terms and conditions set forth in this Agreement as follows:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Mid-Kansas and the Member hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein are as defined in *Exhibit 1*.

2. **PURCHASE AND SALE.**

2.1. Partial Requirements Obligation. Except as otherwise provided in this Section, Mid-Kansas shall sell and deliver to the Member and the Member shall purchase and receive from Mid-Kansas, all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The "**Member's WPK Territory**" shall mean that portion of Mid-Kansas' exclusive certified service territory assigned to the Member by Mid-Kansas pursuant to order of the KCC, as more fully described on *Schedule A-1* hereto.

2.2. Other Purchase Obligation. In the event that, pursuant to the Public Utility Regulatory Policies Act of 1978 or other similar provisions of law as in effect from time to time, electric power is purchased from a small power production facility, a cogeneration facility or other facility, the Member shall make,

unless otherwise required at law, the required purchases at a rate not to exceed Mid-Kansas's avoided costs as established by Mid-Kansas. At Mid-Kansas's option, the Member shall then sell such electric power to Mid-Kansas at a price not to exceed such rate. The Member may appoint Mid-Kansas to act as its agent in all dealings with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

3. **ELECTRIC CHARACTERISTICS.** Electric power and energy to be furnished hereunder shall be alternating current, three phase, 3 and/or 4 wire, sixty Hertz.

4. **POINTS OF DELIVERY AND DELIVERY FACILITIES.**

4.1. **Delivery Points.** The points of delivery and delivery voltage shall be as indicated in ***Schedule A-2***, and such other points as may be agreed upon by Mid-Kansas and the Member; provided, however, that no service shall be provided and no additional points of delivery shall be added for the Member to serve customers outside of the Member's WPK Territory without the consent of Mid-Kansas, which shall be in its sole determination.

4.2. **Risk of Loss.** Title and risk of loss of energy shall pass from Mid-Kansas to the Member at such delivery points. As between the parties hereto, Mid-Kansas shall be deemed to be in exclusive control (and responsible for any injury and damage caused thereby) of the electric capacity and energy prior to each delivery point, and the Member shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric capacity and energy at and from each delivery point.

4.3. **Load Scheduling and New Delivery Points.** Bulk power supply planning shall be the responsibility of Mid-Kansas. The Member shall keep Mid-Kansas advised concerning anticipated loads at established points of delivery and the need for additional points of delivery within the Member's WPK Territory by furnishing to Mid-Kansas each year, on a date to be established by Mid-Kansas from time to time and communicated to the Member.

4.4. **Cost Responsibility.** Mid-Kansas shall be responsible for the facilities to deliver power and energy to the point(s) of delivery. The Member shall make and pay for all final connections between the systems of Mid-Kansas and the Member at the points of delivery, including installing, owning and maintaining the necessary substation equipment at the points of connection and owning and maintaining switching and protective equipment that may be reasonably necessary to enable the Member to take and use the capacity and energy hereunder and to protect the system of Mid-Kansas.

4.5. Metering Equipment. Meters and metering equipment shall be furnished, maintained and read by Mid-Kansas and shall be located as indicated on **Schedule A-2**, and such other point or points as may be agreed upon by Mid-Kansas and the Member, but there shall be no adjustments of meter readings for transmission or transformation losses between the points of delivery and the metering points unless mutually agreed between the parties.

5. RATES

5.1. General. The Member shall make payments to Mid-Kansas in accordance with the rates and charges and on the terms and conditions set forth herein and in **Schedule B** as such rate shall be amended from time to time by Mid-Kansas pursuant to this Section. The Member agrees that the rate from time to time established by the Board of Directors of Mid-Kansas shall be deemed to be substituted for the rate provided herein.

5.2. Periodic Review The Board of Directors of Mid-Kansas, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates and charges under this Agreement and under the All Requirements Contracts with the Other Purchasers and, if necessary, shall revise such rates and charges so that such rates and charges shall produce revenues that shall be sufficient, but only sufficient, with the revenues of Mid-Kansas from all other sources, to meet all of Mid-Kansas' costs, including, without limitation, the following items of cost:

- (a) payments of principal and premium, if any, and interest on all debt issued by Mid-Kansas, including without limitation, the Secured Obligations;
- (b) all costs for the addition and extension of its system, including without limitation, any costs of suspended or abandoned construction, and amounts that Mid-Kansas may be required to pay for the prevention or correction of any loss or damage to its generating plants, transmission system or related facilities or for renewals, replacements, repairs, additions, improvements, betterments, and modifications that are necessary to keep any such facilities whether owned by Mid-Kansas or available to Mid-Kansas under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (c) costs of operating and maintaining Mid-Kansas' generating plants, transmission system or related facilities and of producing and delivering power and energy therefrom

- (including, without limitation, fuel costs, administrative and general expenses and working capital, for fuel or otherwise, regulatory costs, insurance premiums, and taxes or payments in lieu thereof);
- (d) the cost of any capacity and energy purchased for resale under the All Requirements Contracts and the costs of transmission, scheduling, dispatching and controlling services for delivery of capacity and energy for service under the All Requirements Contracts;
 - (e) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties;
 - (f) any additional cost or expense not specified in the other items of this subsection 5.2 imposed or permitted at law or by any regulatory agency or that is paid or incurred by Mid-Kansas relating to its generating plants, transmission system or related facilities or relating to the provision of services to the Mid-Kansas Members that is not otherwise included in any of the costs specified herein.
 - (g) amounts required to be paid by Mid-Kansas under any contract to which it is a party not covered under any other clause of this subsection 5.2 including, without limitation, amounts payable with respect to interest rate swaps, option contract and hedging contracts;
 - (h) reserves Mid-Kansas shall determine to be necessary for the payment of those items of costs and expenses referred to in this subsection 5.2 to the extent not already included in any other clause of this subsection 5.2; and
 - (i) additional amounts or margins that must be realized by Mid-Kansas in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on its debt contained in any indenture or contract with holders of its debt or that the Board of Directors deems advisable.

5.3. Reasonable Rates. The rates and charges and terms and conditions of service provided by Mid-Kansas hereunder shall be just and reasonable and not unduly discriminatory, but shall at all times be sufficient to

comply with the requirements of subsection 5.2. Mid-Kansas shall cause a notice in writing to be given to the Member and all other Mid-Kansas Members, which shall set out all the proposed revisions in rates, and the applicable effective date. The parties agree that the rates established hereunder are just and reasonable under the current circumstances and reflect their determination of what would be just and reasonable under future conditions. The rates take into account specific benefits achieved by the parties through this Agreement and not otherwise available to the parties, and reflect the sharing of those benefits without undue discrimination against any current or future customer of Mid-Kansas.

5.4. Member's Unconditional Obligation to Pay. The Member shall make all payments that are required pursuant to this Agreement in a timely manner, whether or not: (a) electric capacity and energy has or is being provided to the Member hereunder, (b) Mid-Kansas is able to purchase or otherwise obtain electric capacity and energy from any source, or (c) any similar contract with any of the Other Purchasers is invalid, in each such case for any reason whatsoever and whether or not due to the conduct, acts or omissions of Mid-Kansas. Such payments by the Member shall not be subject to any reduction, whether by offset, recoupment or otherwise, and shall not be conditioned upon performance by the Other Purchasers or Mid-Kansas under this Agreement or any other agreement or instrument. This subsection 5.4 shall not be construed to release Mid-Kansas from the performance of any of its obligations expressed in this Agreement or, except to the extent expressly provided in this Agreement, prevent or restrict the Member from asserting any rights that it may have against Mid-Kansas or any other person under this Agreement or any other agreement or under any provision of law or prevent or restrict the Member, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

5.5. Member's Rate Covenant. Subject to any regulatory approval, if required, the Member covenants and agrees to establish, maintain and collect rates and charges for the service of its electric system, and to conduct its business, in a manner that shall produce revenues and receipts at least sufficient to enable the Member to pay to Mid-Kansas, when due, all amounts payable by the Member under this Agreement and to pay any and all other amounts payable from, or that might constitute a charge and a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

5.6. Terms and Conditions. The terms and conditions of service applicable to the Member and the Other Purchasers (which reflect

implementing details of this Agreement), as amended from time to time by action of the Board of Directors of Mid-Kansas, are set forth in **Schedule B-2**, and include:

- (a) The intervals at which Mid-Kansas shall read, or cause to be read, the electric meters;
- (b) the date on which, and the office to which, all accounts shall be paid for capacity and energy furnished by Mid-Kansas;
- (c) except as governed by Section 8, the penalty to a Mid-Kansas Member who shall fail to pay its bill within the designated pay period, which penalty shall include, but not limited to, late payment charges and conditions under which Mid-Kansas may discontinue delivery of capacity and energy;
- (d) the time and manner of delivery of notices;
- (e) the requirements for meter testing and cost of such tests;
- (f) billing adjustments;
- (g) notices for meter reading or other tests; and
- (h) access rights.

6. EFFECTIVENESS AND TERM. This Agreement is dated as of the date specified in the introductory paragraph and shall become effective upon the latest to occur of the following: (a) execution and delivery by Mid-Kansas and the Member of this Agreement, (b) any required approvals of secured parties of Mid-Kansas and the Member, (c) any required approvals by the KCC; and, (d) delivery of the certificates required pursuant to Section 11.2. Upon becoming effective, this Agreement shall remain in effect until March 31, 2052, and from year to year thereafter unless terminated by either party's giving to the other not less than three years' prior written notice of its intention to terminate.

7. **ASSIGNMENTS.**

7.1. **General.**

7.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 7.2 and 7.3 unless prior consent to such assignment is given in writing by the other party. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

7.1.2. No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either party from its rights or obligations under this Agreement.

7.2. **Assignment for Security.**

7.2.1. Notwithstanding any other provision of this Agreement, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Agreement as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign, transfer, mortgage or pledge this Agreement, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest or lien for the benefit of any third party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing obligations of Mid-Kansas).

7.2.2. After any Assignment for Security, a secured party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing the obligations of assignor), the secured party, without the approval of the other party to this Agreement, may

(a) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such

security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

7.3. Corporate Reorganization.

7.3.1. Mid-Kansas may sell, assign any or all of its rights, and/or delegate any or all of its duties under this Agreement to (a) Sunflower; (b) an entity organized by the Mid-Kansas Members in order to segregate the generation assets of Mid-Kansas from the transmission assets of Mid-Kansas; or, (c) in connection with any sale, lease or transfer of all or substantially all of Mid-Kansas' assets or reorganization, merger or consolidation of Mid-Kansas with another entity in which Mid-Kansas is not the survivor; provided that in any such case the surviving entity shall expressly assume by written agreement executed and delivered to the Member, the performance and observance of the provisions of this Agreement required to be performed or observed by Mid-Kansas.

7.3.2. With respect to the Member:

(a) The Member may not, without the approval in writing of Mid-Kansas, take, or suffer to be taken, any steps for corporate reorganization or dissolution, or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. Mid-Kansas will not unreasonably withhold or condition its consent to any reorganization, dissolution, consolidation, or merger, or to any sale, lease or transfer (or any agreement therefore) of assets.

(b) Mid-Kansas may withhold or condition its consent required pursuant to any provision of Section 7 in cases where to do otherwise would result in rate increases for the Other Purchasers, impair the ability of Mid-Kansas to repay its debt or any other obligations in accordance with their terms, or adversely affect System performance in a material way.

(c) Notwithstanding the foregoing, the Member may take, or suffer to be taken, any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired without Mid-Kansas' consent, so long as the Member shall pay such portion of the outstanding indebtedness on Mid-Kansas' debt or other obligations as shall be determined by Mid-Kansas and shall otherwise comply with such reasonable terms and conditions as Mid-Kansas may require either (i) to eliminate any adverse effect

that such action seems likely to have on the rates of the other members of Mid-Kansas, or (ii) to assure that Mid-Kansas' ability to repay its debt and other obligations of Mid-Kansas in accordance with their terms is not impaired.

(d) For purposes of Section 7, a transaction to "sell, lease or transfer (or make any agreement therefore) of a substantial portion of its assets" shall be deemed to have occurred if such transaction or the cumulative of all of the Member's transactions covered by Section 7 will (i) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, equal ten percent (10%) or more of the Member's total utility plant or assets, and/or (ii) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, has reduced or will reduce the Member's power requirements by more than five percent (5%) over the Member's power requirements had the transaction or transactions not occurred.

7.4. Receiver or Trustee in Bankruptcy. The parties intend that the obligations of the Member under this Agreement shall not be affected by a receiver, a trustee in bankruptcy, a mortgagee or an indenture trustee taking charge of the assets or business of Mid-Kansas, and that such receiver, trustee, mortgagee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement by the Board of Directors of Mid-Kansas.

8. EVENTS OF DEFAULT AND REMEDIES.

8.1. Payment Default. If the Member fails to make full payment to Mid-Kansas when required to be made under the provisions of this Agreement, and such failure continues for a period of ten (10) business days, Mid-Kansas shall give or cause to be given written notice to the Member. If the Member does not, within ten (10) business days from the date of the mailing of such notice, pay the full amount then due to Mid-Kansas, together with interest thereon, up to the maximum rate of interest permitted by law, from the date it became due, and all costs of collection, including attorney's fees, incurred by Mid-Kansas with respect to such amounts due, then such failure shall constitute a "**Payment Default**" on the part of the Member. Mid-Kansas shall promptly provide written notice to the Other Purchasers of the Payment Default.

8.1.1. Upon a Payment Default, Mid-Kansas may suspend service to the Member for all or any part of the period of continuing default. During any suspension of service, the Member shall have no right to any electric capacity or associated energy or to exercise any other rights hereunder. Mid-

Kansas' right to suspend service shall not be exclusive, but in addition to all other remedies available to Mid-Kansas at law or in equity. No suspension of service or termination of this Agreement or recovery of additional revenues from the Other Purchasers shall relieve the Member of its obligations hereunder, which are absolute and unconditional. Mid-Kansas shall credit the obligations of the Member during any suspension of service with the monies actually received by Mid-Kansas from sales of capacity and energy that would have been available to serve the Member, but Mid-Kansas shall not be responsible for failure to mitigate the consequences of the Member's failure to pay in absence of gross negligence or willful misconduct.

8.1.2. Mid-Kansas may terminate this Agreement if (a) a Payment Default shall have occurred and be continuing, and (b) such termination is approved by at least two-thirds of Mid-Kansas' Board of Directors and at least two-thirds of the Other Purchasers (as evidenced by resolutions of the boards of directors of such Other Purchasers specifically approving the termination).

8.1.3. The fact that the Other Purchasers have paid increased rates and charges shall not relieve the Member of its liability for the amount owed by it to Mid-Kansas, and any of the Other Purchasers, either individually or as part of a group, shall have such right of recovery from the Member as may be provided by law. Mid-Kansas or any of the Other Purchasers as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of the Member under this Agreement.

8.2. Mid-Kansas' Failure to Deliver. If Mid-Kansas fails to deliver electric capacity and energy as a result of the breach of its duties to the Member hereunder, Mid-Kansas shall promptly reimburse the Member for the cost of electric capacity and energy required to replace such capacity and energy, but the Member shall not be entitled to terminate this Agreement or to withhold payments required to be made pursuant to this Agreement.

8.3. Performance Default. If either party fails to comply with any of the terms, conditions and covenants of this Agreement (and such failure does not constitute a Payment Default by the Member), the non-defaulting party shall give the defaulting party written notice of the default (a "**Performance Default**"). The defaulting party shall have a period of thirty (30) days after receipt of such notice to commence reasonable efforts to cure such Performance Default, and it shall have an additional thirty (30) days to cure such Performance Default. Thereafter, if such Performance Default is continuing, the non-defaulting party, subject to the provisions of subsection 8.4.1, shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement.

8.4. Remedies.

8.4.1. No remedy conferred upon or reserved to Mid-Kansas or the Member under this Agreement is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing and every such remedy shall be cumulative and shall be in addition to every other such remedy, provided that no Performance Default by Mid-Kansas shall permit the Member to terminate this Agreement or relieve the Member of its obligation to make payments pursuant to this Agreement, which obligation shall be absolute and unconditional.

8.4.2. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

8.4.3. Subject to the rights of legal and regulatory review, any determination made by the Board of Directors of Mid-Kansas as provided in subsections 5.2, 5.6, and 7.3.2 of this Agreement shall be conclusive and binding as to the Member and all Other Purchasers.

8.5. Other Purchaser Approvals. At any time that a Payment Default exists, the Member shall not have a right to vote on any proposed action that requires approval of a specified percentage of the Other Purchasers. The determination of whether the specified percentage of Other Purchasers approved any proposed action shall be calculated on the basis of the total number of Other Purchasers entitled to vote on the proposed action.

9. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. Each of the Schedules hereto is incorporated herein by reference.

9.2. Amendments. This Agreement and each of the All Requirement Contracts with Other Purchasers can be amended without the consent of any Other Purchasers other than the party to such agreement; provided, however, that Mid-Kansas must offer to make a corresponding amendment to the All Requirement Contracts of Other Purchasers. The Member acknowledges that this Agreement may, as a consequence of the foregoing, be different from any one or more of the Other Purchaser All Requirement Contracts.

9.3. Conflicts. The provisions of this Agreement, including the Schedules hereto, shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Agreement and the provisions of any amendments to the Schedules, provisions of this Agreement shall govern.

9.4. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

9.5. Severability If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

10. FORCE MAJEURE

10.1 Effect of Force Majeure Event. Each party shall be excused from performance and shall not be construed to be in default in respect of any obligation hereunder, for so long as failure to perform such obligation is due to a **Force Majeure Event**; provided, however, that notwithstanding anything in this Section 10 to the contrary, a Force Majeure Event shall not excuse either party from the obligation to make payments for any obligation.

10.2 Notice of Force Majeure Event. If either party desires to invoke a Force Majeure Event as a cause for delay in its performance of, or failure to perform, any obligation (other than the payment of money) hereunder, it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to a Force Majeure Event, advise the other party in writing of such date and the nature and expected duration and effect of such Force Majeure Event (a Notice). Promptly, but in any event within ten (10) days, after a Notice is given pursuant to the preceding sentence, the Parties shall meet (or otherwise communicate) to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such Force Majeure Event.

10.3 Mitigation of Force Majeure Event. Each party suffering a Force Majeure Event shall take, or cause to be taken, such reasonably diligent actions as it may consider necessary, consistent with **Prudent Utility Practice**, to attempt to counteract or to mitigate, in all material respects, the effects of such Force Majeure Event. No party shall be entitled to any relief from failure to perform any obligation otherwise excused by a Force Majeure Event to the extent such party fails to take such actions in an attempt to so counteract or mitigate.

The Parties shall take all commercially diligent measures to resume normal performance under this Agreement after the cessation of any Force Majeure Event.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

11.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement.

11.1.2. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

11.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

11.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such party of its obligations under this Agreement, except such Authorizations as have been duly obtained or made.

11.1.5. None of the execution or delivery of this Agreement, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any **Applicable Law** currently in effect, the conflict or breach of which would have a **Material Adverse Effect**, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

11.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Agreement.

11.2. Bringdown of Representations and Warranties. Upon the effective date as provided in Section 6, each party shall deliver to the other party a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 11 is true and correct as of the effective date.

11.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF MID-KANSAS TO THE MEMBER HEREUNDER, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 11. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

12. GOVERNING LAW. Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

13. INTERPRETATION.

13.1 Rules of Construction. In this Agreement, including any Schedules, unless a clear contrary intention appears:

- (i) the singular includes the plural and *vice versa*;
- (ii) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Agreement;
- (iii) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (iv) the captions, section and subsection headings in this Agreement are inserted for convenience of reference only

and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;

- (v) where technical terms are used in this Agreement, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
- (vi) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision hereof;
- (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and,
- (viii) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

13.2 No Primary Drafter. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

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

MID-KANSAS ELECTRIC COMPANY, LLC

Attest:

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**PRAIRIE LAND ELECTRIC COOPERATIVE,
INC.**

Attest:

[Name]
Secretary

[name]

EXHIBIT 1 - DEFINITIONS

"Accounting Requirements" is defined in *Schedule B-2*.

"Agreement" is defined in the introductory paragraph.

"All Requirements Contracts" is defined in the tenth Whereas Clause.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Agreement or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

"Assignment for Security" is defined in subsection 7.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Aquila" is defined in the second Whereas Clause.

"Change in Law" means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after the date hereof that were not enforced generally or in effect on or prior to such date.

"Force Majeure Event" means any event which wholly or partly prevents or delays the affected party's performance of any obligation arising under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the party affected, and (b) such event could not have been reasonably prevented by such affected party through the exercise of due diligence, and (c) such event is not the direct or indirect result of an affected party's negligence or the failure of such affected party to perform any of its obligations under this Agreement. Events that, subject to the foregoing, could qualify as Force Majeure Events include flood, tsunami, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornadoes and other severe weather to the extent that the System was not constructed to withstand such weather without damage, war (declared or undeclared), strikes and other labor disputes (including collective bargaining

disputes and lockouts) not directed exclusively at Mid-Kansas or the Member, riot or similar civil disturbance, acts of God or the public enemy (including acts of terrorism), blockade, insurrection, revolution, sabotage, expropriation or confiscation, unavailability of fuel, power or raw materials, or a Change in Law. Force Majeure Events shall not include strikes and other labor disputes (including collective bargaining disputes and lockouts) involving only employees of Mid-Kansas or Member or a change in economic circumstance unless such change was itself the result of a Force Majeure Event.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the fourth Whereas Clause.

"KCC" shall mean the Kansas Corporation Commission, or the successor agency, if any, succeeding to its power and authority over Mid-Kansas or the Member.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member's WPK Territory" is defined in subsection 2.1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the second Whereas Clause.

"Notes" is defined in the third Whereas Clause.

"Notice" shall mean a written notice given in accordance with the procedures in **Schedule B-2**.

"Other Purchasers" is defined in the tenth Whereas Clause.

"Payment Default" is defined in subsection 8.1.

"Performance Default" is defined in subsection 8.3.

"Pioneer" is defined in the second Whereas Clause.

"Prudent Utility Practice" is defined in **Schedule B-2**.

"Secured Obligations" is defined in the fourth Whereas Clause.

"Sunflower" is defined in the first Whereas Clause.

"Sunflower Members" is defined in the first Whereas Clause.

"System" is defined in the third Whereas Clause.

"Trustee" is defined in the fourth Whereas Clause.

"WPK System" is defined in the second Whereas Clause.

**SCHEDULE A-1
MEMBER'S WPK TERRITORY**

[As set forth in the Joint Application at Exhibit A-1 and finally determined by the Commission]

**SCHEDULE A-2
POINTS OF DELIVERY**

**This version of Schedule A-2 has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

<u>Description</u>	<u>Meter Application</u>	<u>Metered Voltage</u>	<u>City</u>	<u>County</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Legal (S-T-R)</u>
Beloit	Interchange	34500 (TLC to 115kV)	Beloit	Mitchell	39.546144	-98.096978	W/2 S10-T6S-R7W
Clifton	Delivery	34500	Clifton	Washington	39.612389	-97.276972	SE/4 S14-T5S-R1E
Concordia	Delivery (2 Meters)	34500	Concordia	Cloud	39.5745	-97.69422	E/2 S31-T5S-R3W
Glen Elder	Delivery	34500	Glen Elder	Mitchell	39.537861	-98.339833	NE/4 S17-T6S-R9W
Greenleaf Junction	Delivery	34500	Greenleaf	Washington	39.725111	-97.050444	NE/4 S11-T4S-R3E
Jewell 115	Delivery	34500	Jewell	Jewell	39.685667	-98.156083	SW/4 S19-T4S-R7W
Phillipsburg	Delivery	34500	Phillipsburg	Phillips	39.774528	-99.324056	SW/4 S23-T3S-R18W
Smith Center	Delivery	34500	Smith Center	Smith	39.77025	-98.780333	NW/4 S27-T3S-R13W
Codell	Exchange	13800	Codell	Rooks	39.235916	-99.177246	
Palco	Exchange	13800	Palco	Rooks	39 16 37.5	-993405.9	
Plainville	Exchange	34500	Plainville	Rooks	38.038889	-98.811944	12-19S-14W
Woodston	Exchange	13800	Woodston	Rooks	39 19 10.7	-991249.2	
Elm Creek	Wind Backfeed Power	230000	Concordia	Cloud	39.50325	-97.545722	S/2 S28-T6S-R2W

SCHEDULE B

This version of Schedule B has been duly authorized by the Board of Directors of Mid-Kansas and is effective _____.

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**SCHEDULE B-1
RATES**

The wholesale rate as established in Docket 09-MKEE-969-RTS.

**SCHEDULE B-2
TERMS AND CONDITIONS**

1. STANDARD OF CONDUCT

Mid-Kansas and the Member shall each perform its obligations under the Agreement in accordance with Prudent Utility Practice. **"Prudent Utility Practice"** shall have the same definition as "Good Utility Practice" under the Southwest Power Pool, Inc. (SPP) Open Access Transmission Tariff for Service Offered by Southwest Power Pool, as in effect from time to time, which provides as follows:

1.1. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

2. METERS

2.1. Meter Readings. Mid-Kansas shall read meters monthly.

2.2. Meter Testing and Billing Adjustment. Mid-Kansas shall test and calibrate meters by comparison with accurate standards at intervals determined in accordance with Good Utility Practices. Mid-Kansas shall also make special meter tests at any time at the Member's request. The cost of all tests shall be borne by Mid-Kansas; provided, however, that if any special meter test, made at the Member's request, shall disclose that the meters are recording accurately, the Member shall reimburse Mid-Kansas for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The reading of any meter that shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and Mid-Kansas shall agree as to the amount of energy furnished during such period and Mid-Kansas shall render a bill therefore.

2.3. Notice of Meter Reading or Test. Mid-Kansas shall give the Member Notice in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

3. Billing

3.1. Statements and Invoices.

3.1.1. Mid-Kansas shall submit monthly invoices to the Member for power purchased within five (5) business days after the end of each month.

3.1.2. Within the later of the tenth (10th) business day after Member's receipt of the invoice and the first business day following the twenty-fifth (25th) day of such month, Member shall pay the monthly charges in the amount specified in the invoice.

3.1.3. Any amounts due under this Agreement and not paid by the due date will be deemed delinquent and will accrue interest at the rate set by the Board of Directors from time to time. All amounts not disputed within six (6) months of the applicable invoices shall be final and not contestable.

4. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS.

4.1. Rights of Access. Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

4.2. Accounting Records. Mid-Kansas shall keep accurate records and accounts in accordance standard accounting practices. Promptly after the close of each fiscal year (and not later than 120 days after the end of each fiscal year), Mid-Kansas shall cause such records and accounts of all transactions of Mid-Kansas with respect to such fiscal year to be subject to an annual audit by a firm of independent certified public accountants experienced in electric utility accounting and possessing a national reputation in accounting and auditing. The Mid-Kansas shall without delay provide a copy of each such annual audit, including all written comments and recommendations of such accountants to the Member. "Accounting Requirements" means the requirements of generally accepted accounting principles applicable from time to time to companies similar to Mid-Kansas.

4.3. Access to Books and Records. The Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of Mid-Kansas as may be appropriate to determine the accuracy of any charges or payments required to be made by the Member to Mid-Kansas. If such books, records and supporting worksheets and

data of Mid-Kansas contain information about one or more Other Purchasers, Mid-Kansas shall excise any identification of specific Other Purchasers or provide such information to an independent certified public accountant or other independent representative of the Member under a confidentiality agreement. If, after such examination of Mid-Kansas records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

5. NOTICES.

5.1. Unless otherwise specifically provided in the Agreement (including another Schedule) all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below, or (iv) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and, (d) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 4, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Prairie Land Electric Cooperative, Inc
Attention: CEO
14935 U.S. Hwy. 36
Norton, Kansas 67654
Phone: (785) 877-3323
Fax: (785) 877-3572

EXHIBIT B-2
To Joint Application

WHOLESALE REQUIREMENTS AGREEMENT

BETWEEN

MID-KANSAS ELECTRIC COMPANY, LLC

AND

VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC.

DATED AS OF

_____, 2013

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EXHIBIT A Definitions

SCHEDULES

Schedule A

- A-1 Member's WPK Territory
- A-2 Delivery Points

Schedule B

- B-1 Rate
- B-2 Terms and Conditions

WHOLESALE REQUIREMENTS AGREEMENT

THIS WHOLESALE REQUIREMENTS AGREEMENT (Agreement), dated as of _____, 2013, (together with permitted amendments hereto, this Agreement) is entered into between **MID-KANSAS ELECTRIC COMPANY, LLC (Mid-Kansas)**, a limited liability company organized and existing under the laws of the State of Kansas, and **VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC. (the Member)**, an electric cooperative organized and existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, Sunflower Electric Power Corporation (**Sunflower**), a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the **Sunflower Members**); and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (**Pioneer**)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the **Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (the **WPK System**) of Aquila, Inc., d/b/a Aquila Networks-WPK (**Aquila**) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes and bonds (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) were secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas, has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement,

dated as of July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower has operated Mid-Kansas's System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas's load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligation to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that all capacity and energy required to supply such customers be acquired from Mid-Kansas; and

WHEREAS, the Member acknowledges that it is in the best interest of the transferred customers that it acquire all necessary capacity and energy to supply such customers from Mid-Kansas; and

WHEREAS, in reliance upon the commitments of Mid-Kansas herein set forth, the Member is entering into this Agreement and the Member acknowledges by entering into this Agreement that Mid-Kansas (i) has obtained and will obtain financing, (ii) has invested and will in the future invest in plant and facilities, (iii) has developed and will continue to develop an organizational structure, management team and staff directly or by contracting with Sunflower or others, (iv) has engaged and will continue to engage in planning, and (v) has made and will continue to make commitments relating to long-term power supply arrangements, all on the basis of the cash flow produced by this Agreement and similar contracts between Mid-Kansas and each of the other Mid-Kansas Members; and

WHEREAS, Mid-Kansas intends to enter into similar contracts with each of the Mid-Kansas Members and may enter into similar contracts with other entities that become Mid-Kansas Members in the future (collectively, the **Other Purchasers**) and this Agreement and those executed by the other Mid-Kansas Members concurrently herewith together with such additional contracts being, as they may be amended, supplemented, modified, extended or restated from time to time, (collectively, the **All Requirements Contracts**); and

WHEREAS, Mid-Kansas has incurred and will incur debt to construct, improve or acquire facilities that are intended to directly or indirectly benefit the Member and its members or customers as well as other Mid-Kansas Members, although the Member recognizes that such benefits cannot be assured; and

WHEREAS, the Member has determined that its interest and the interest of its own members or customers will be best served by entering into this Agreement with Mid-Kansas in lieu of undertaking the risks of developing other sources of electricity itself or of purchasing electricity from other sources; and

WHEREAS, this Agreement and payments due to Mid-Kansas under this Agreement are pledged and assigned to secure the Secured Obligations as provided in the Indenture and the holders of the Secured Obligations are relying on this Agreement and other All Requirements Contracts to assure that the Secured Obligations are repaid and Mid-Kansas and the Member, by executing this Agreement, acknowledge that reliance; and

WHEREAS, the Member desires to purchase capacity and energy from Mid-Kansas, and Mid-Kansas desires to sell capacity and energy to the Member on the terms and conditions set forth in this Agreement as follows:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Mid-Kansas and the Member hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein are as defined in *Exhibit 1*.

2. **PURCHASE AND SALE.**

2.1. Partial Requirements Obligation. Except as otherwise provided in this Section, Mid-Kansas shall sell and deliver to the Member and the Member shall purchase and receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The "**Member's WPK Territory**" shall mean that portion of Mid-Kansas' exclusive certified service territory assigned to the Member by Mid-Kansas pursuant to order of the KCC, as more fully described on *Schedule A-1* hereto.

2.2. Other Purchase Obligation. In the event that, pursuant to the Public Utility Regulatory Policies Act of 1978 or other similar provisions of law as in effect from time to time, electric power is purchased from a small power production facility, a cogeneration facility or other facility, the Member shall make, unless otherwise required at law, the required purchases at a rate not to exceed

Mid-Kansas's avoided costs as established by Mid-Kansas. At Mid-Kansas's option, the Member shall then sell such electric power to Mid-Kansas at a price not to exceed such rate. The Member may appoint Mid-Kansas to act as its agent in all dealings with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

3. ELECTRIC CHARACTERISTICS. Electric power and energy to be furnished hereunder shall be alternating current, three phase, 3 and/or 4 wire, sixty Hertz.

4. POINTS OF DELIVERY AND DELIVERY FACILITIES.

4.1. Delivery Points. The points of delivery and delivery voltage shall be as indicated in *Schedule A-2*, and such other points as may be agreed upon by Mid-Kansas and the Member; provided, however, that no service shall be provided and no additional points of delivery shall be added for the Member to serve customers outside of the Member's WPK Territory without the consent of Mid-Kansas, which shall be in its sole determination.

4.2. Risk of Loss. Title and risk of loss of energy shall pass from Mid-Kansas to the Member at such delivery points. As between the parties hereto, Mid-Kansas shall be deemed to be in exclusive control (and responsible for any injury and damage caused thereby) of the electric capacity and energy prior to each delivery point, and the Member shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric capacity and energy at and from each delivery point.

4.3. Load Scheduling and New Delivery Points. Bulk power supply planning shall be the responsibility of Mid-Kansas. The Member shall keep Mid-Kansas advised concerning anticipated loads at established points of delivery and the need for additional points of delivery within the Member's WPK Territory by furnishing to Mid-Kansas each year, on a date to be established by Mid-Kansas from time to time and communicated to the Member.

4.4. Cost Responsibility. Mid-Kansas shall be responsible for the facilities to deliver power and energy to the point(s) of delivery. The Member shall make and pay for all final connections between the systems of Mid-Kansas and the Member at the points of delivery, including installing, owning and maintaining the necessary substation equipment at the points of connection and owning and maintaining switching and protective equipment that may be reasonably necessary to enable the Member to take and use the capacity and energy hereunder and to protect the system of Mid-Kansas.

4.5. Metering Equipment. Meters and metering equipment shall be furnished, maintained and read by Mid-Kansas and shall be located as indicated on **Schedule A-2**, and such other point or points as may be agreed upon by Mid-Kansas and the Member, but there shall be no adjustments of meter readings for transmission or transformation losses between the points of delivery and the metering points unless mutually agreed between the parties.

5. RATES

5.1. General. The Member shall make payments to Mid-Kansas in accordance with the rates and charges and on the terms and conditions set forth herein and in **Schedule B** as such rate shall be amended from time to time by Mid-Kansas pursuant to this Section. The Member agrees that the rate from time to time established by the Board of Directors of Mid-Kansas shall be deemed to be substituted for the rate provided herein.

5.2. Periodic Review. The Board of Directors of Mid-Kansas, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates and charges under this Agreement and under the All Requirements Contracts with the Other Purchasers and, if necessary, shall revise such rates and charges so that such rates and charges shall produce revenues that shall be sufficient, but only sufficient, with the revenues of Mid-Kansas from all other sources, to meet all of Mid-Kansas' costs, including, without limitation, the following items of cost:

- (a) payments of principal and premium, if any, and interest on all debt issued by Mid-Kansas, including without limitation, the Secured Obligations;
- (b) all costs for the addition and extension of its system, including without limitation, any costs of suspended or abandoned construction, and amounts that Mid-Kansas may be required to pay for the prevention or correction of any loss or damage to its generating plants, transmission system or related facilities or for renewals, replacements, repairs, additions, improvements, betterments, and modifications that are necessary to keep any such facilities whether owned by Mid-Kansas or available to Mid-Kansas under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (c) costs of operating and maintaining Mid-Kansas' generating plants, transmission system or related facilities and of producing and delivering power and energy therefrom

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- (including, without limitation, fuel costs, administrative and general expenses and working capital, for fuel or otherwise, regulatory costs, insurance premiums, and taxes or payments in lieu thereof);
- (d) the cost of any capacity and energy purchased for resale under the All Requirements Contracts and the costs of transmission, scheduling, dispatching and controlling services for delivery of capacity and energy for service under the All Requirements Contracts;
 - (e) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties;
 - (f) any additional cost or expense not specified in the other items of this subsection 5.2 imposed or permitted at law or by any regulatory agency or that is paid or incurred by Mid-Kansas relating to its generating plants, transmission system or related facilities or relating to the provision of services to the Mid-Kansas Members that is not otherwise included in any of the costs specified herein.
 - (g) amounts required to be paid by Mid-Kansas under any contract to which it is a party not covered under any other clause of this subsection 5.2 including, without limitation, amounts payable with respect to interest rate swaps, option contract and hedging contracts;
 - (h) reserves Mid-Kansas shall determine to be necessary for the payment of those items of costs and expenses referred to in this subsection 5.2 to the extent not already included in any other clause of this subsection 5.2; and
 - (i) additional amounts or margins that must be realized by Mid-Kansas in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on its debt contained in any indenture or contract with holders of its debt or that the Board of Directors deems advisable.

5.3. Reasonable Rates. The rates and charges and terms and conditions of service provided by Mid-Kansas hereunder shall be just and reasonable and not unduly discriminatory, but shall at all times be sufficient to

comply with the requirements of subsection 5.2. Mid-Kansas shall cause a notice in writing to be given to the Member and all other Mid-Kansas Members, which shall set out all the proposed revisions in rates, and the applicable effective date. The parties agree that the rates established hereunder are just and reasonable under the current circumstances and reflect their determination of what would be just and reasonable under future conditions. The rates take into account specific benefits achieved by the parties through this Agreement and not otherwise available to the parties, and reflect the sharing of those benefits without undue discrimination against any current or future customer of Mid-Kansas.

5.4. Member's Unconditional Obligation to Pay. The Member shall make all payments that are required pursuant to this Agreement in a timely manner, whether or not: (a) electric capacity and energy has or is being provided to the Member hereunder, (b) Mid-Kansas is able to purchase or otherwise obtain electric capacity and energy from any source, or (c) any similar contract with any of the Other Purchasers is invalid, in each such case for any reason whatsoever and whether or not due to the conduct, acts or omissions of Mid-Kansas. Such payments by the Member shall not be subject to any reduction, whether by offset, recoupment or otherwise, and shall not be conditioned upon performance by the Other Purchasers or Mid-Kansas under this Agreement or any other agreement or instrument. This subsection 5.4 shall not be construed to release Mid-Kansas from the performance of any of its obligations expressed in this Agreement or, except to the extent expressly provided in this Agreement, prevent or restrict the Member from asserting any rights that it may have against Mid-Kansas or any other person under this Agreement or any other agreement or under any provision of law or prevent or restrict the Member, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

5.5. Member's Rate Covenant. Subject to any regulatory approval, if required, the Member covenants and agrees to establish, maintain and collect rates and charges for the service of its electric system, and to conduct its business, in a manner that shall produce revenues and receipts at least sufficient to enable the Member to pay to Mid-Kansas, when due, all amounts payable by the Member under this Agreement and to pay any and all other amounts payable from, or that might constitute a charge and a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

5.6. Terms and Conditions. The terms and conditions of service applicable to the Member and the Other Purchasers (which reflect

implementing details of this Agreement), as amended from time to time by action of the Board of Directors of Mid-Kansas, are set forth in **Schedule B-2**, and include:

- (a) The intervals at which Mid-Kansas shall read, or cause to be read, the electric meters;
- (b) the date on which, and the office to which, all accounts shall be paid for capacity and energy furnished by Mid-Kansas;
- (c) except as governed by Section 8, the penalty to a Mid-Kansas Member who shall fail to pay its bill within the designated pay period, which penalty shall include, but not limited to, late payment charges and conditions under which Mid-Kansas may discontinue delivery of capacity and energy;
- (d) the time and manner of delivery of notices;
- (e) the requirements for meter testing and cost of such tests;
- (f) billing adjustments;
- (g) notices for meter reading or other tests; and
- (h) access rights.

6. EFFECTIVENESS AND TERM. This Agreement is dated as of the date specified in the introductory paragraph and shall become effective upon the latest to occur of the following: (a) execution and delivery by Mid-Kansas and the Member of this Agreement, (b) any required approvals of secured parties of Mid-Kansas and the Member, (c) any required approvals by the KCC; and, (d) delivery of the certificates required pursuant to Section 11.2. Upon becoming effective, this Agreement shall remain in effect until March 31, 2052, and from year to year thereafter unless terminated by either party's giving to the other not less than three years' prior written notice of its intention to terminate.

7. **ASSIGNMENTS.**

7.1. **General.**

7.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 7.2 and 7.3 unless prior consent to such assignment is given in writing by the other party. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

7.1.2. No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either party from its rights or obligations under this Agreement.

7.2. **Assignment for Security.**

7.2.1. Notwithstanding any other provision of this Agreement, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Agreement as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign, transfer, mortgage or pledge this Agreement, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest or lien for the benefit of any third party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing obligations of Mid-Kansas).

7.2.2. After any Assignment for Security, a secured party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing the obligations of assignor), the secured party, without the approval of the other party to this Agreement, may

(a) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement to a third party;

provided, however, that in either case, the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such

security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

7.3. Corporate Reorganization.

7.3.1. Mid-Kansas may sell, assign any or all of its rights, and/or delegate any or all of its duties under this Agreement to (a) Sunflower; (b) an entity organized by the Mid-Kansas Members in order to segregate the generation assets of Mid-Kansas from the transmission assets of Mid-Kansas; or, (c) in connection with any sale, lease or transfer of all or substantially all of Mid-Kansas' assets or reorganization, merger or consolidation of Mid-Kansas with another entity in which Mid-Kansas is not the survivor; provided that in any such case, the surviving entity shall expressly assume by written agreement executed and delivered to the Member, the performance and observance of the provisions of this Agreement required to be performed or observed by Mid-Kansas.

7.3.2. With respect to the Member:

(a) The Member may not, without the approval in writing of Mid-Kansas, take, or suffer to be taken, any steps for corporate reorganization or dissolution, or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. Mid-Kansas will not unreasonably withhold or condition its consent to any reorganization, dissolution, consolidation, or merger, or to any sale, lease or transfer (or any agreement therefore) of assets.

(b) Mid-Kansas may withhold or condition its consent required pursuant to any provision of Section 7 in cases where to do otherwise would result in rate increases for the Other Purchasers, impair the ability of Mid-Kansas to repay its debt or any other obligations in accordance with their terms, or adversely affect System performance in a material way.

(c) Notwithstanding the foregoing, the Member may take, or suffer to be taken, any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired without Mid-Kansas' consent, so long as the Member shall pay such portion of the outstanding indebtedness on Mid-Kansas' debt or other obligations as shall be determined by Mid-Kansas and shall otherwise comply with such reasonable terms and conditions as Mid-Kansas may require either (i) to eliminate any adverse effect

that such action seems likely to have on the rates of the other members of Mid-Kansas, or (ii) to assure that Mid-Kansas' ability to repay its debt and other obligations of Mid-Kansas in accordance with their terms is not impaired.

(d) For purposes of Section 7, a transaction to "sell, lease or transfer (or make any agreement therefore) of a substantial portion of its assets" shall be deemed to have occurred if such transaction or the cumulative of all of the Member's transactions covered by Section 7 will (i) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, equal ten percent (10%) or more of the Member's total utility plant or assets, and/or (ii) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, has reduced or will reduce the Member's power requirements by more than five percent (5%) over the Member's power requirements had the transaction or transactions not occurred.

7.4. Receiver or Trustee in Bankruptcy. The parties intend that the obligations of the Member under this Agreement shall not be affected by a receiver, a trustee in bankruptcy, a mortgagee or an indenture trustee taking charge of the assets or business of Mid-Kansas, and that such receiver, trustee, mortgagee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement by the Board of Directors of Mid-Kansas.

8. EVENTS OF DEFAULT AND REMEDIES.

8.1. Payment Default. If the Member fails to make full payment to Mid-Kansas when required to be made under the provisions of this Agreement, and such failure continues for a period of ten (10) business days, Mid-Kansas shall give or cause to be given written notice to the Member. If the Member does not, within ten (10) business days from the date of the mailing of such notice, pay the full amount then due to Mid-Kansas, together with interest thereon, up to the maximum rate of interest permitted by law, from the date it became due, and all costs of collection, including attorney's fees, incurred by Mid-Kansas with respect to such amounts due, then such failure shall constitute a "**Payment Default**" on the part of the Member. Mid-Kansas shall promptly provide written notice to the Other Purchasers of the Payment Default.

8.1.1. Upon a Payment Default, Mid-Kansas may suspend service to the Member for all or any part of the period of continuing default. During any suspension of service, the Member shall have no right to any electric capacity or associated energy or to exercise any other rights hereunder. Mid-

Kansas' right to suspend service shall not be exclusive, but in addition to all other remedies available to Mid-Kansas at law or in equity. No suspension of service or termination of this Agreement or recovery of additional revenues from the Other Purchasers shall relieve the Member of its obligations hereunder, which are absolute and unconditional. Mid-Kansas shall credit the obligations of the Member during any suspension of service with the monies actually received by Mid-Kansas from sales of capacity and energy that would have been available to serve the Member, but Mid-Kansas shall not be responsible for failure to mitigate the consequences of the Member's failure to pay in absence of gross negligence or willful misconduct.

8.1.2. Mid-Kansas may terminate this Agreement if (a) a Payment Default shall have occurred and be continuing, and (b) such termination is approved by at least two-thirds of Mid-Kansas' Board of Directors and at least two-thirds of the Other Purchasers (as evidenced by resolutions of the boards of directors of such Other Purchasers specifically approving the termination).

8.1.3. The fact that the Other Purchasers have paid increased rates and charges shall not relieve the Member of its liability for the amount owed by it to Mid-Kansas, and any of the Other Purchasers, either individually or as part of a group, shall have such right of recovery from the Member as may be provided by law. Mid-Kansas or any of the Other Purchasers as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of the Member under this Agreement.

8.2. Mid-Kansas' Failure to Deliver. If Mid-Kansas fails to deliver electric capacity and energy as a result of the breach of its duties to the Member hereunder, Mid-Kansas shall promptly reimburse the Member for the cost of electric capacity and energy required to replace such capacity and energy, but the Member shall not be entitled to terminate this Agreement or to withhold payments required to be made pursuant to this Agreement.

8.3. Performance Default. If either party fails to comply with any of the terms, conditions and covenants of this Agreement (and such failure does not constitute a Payment Default by the Member), the non-defaulting party shall give the defaulting party written notice of the default (a "**Performance Default**"). The defaulting party shall have a period of thirty (30) days after receipt of such notice to commence reasonable efforts to cure such Performance Default, and it shall have an additional thirty (30) days to cure such Performance Default. Thereafter, if such Performance Default is continuing, the non-defaulting party, subject to the provisions of subsection 8.4.1, shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement.

8.4. Remedies.

8.4.1. No remedy conferred upon or reserved to Mid-Kansas or the Member under this Agreement is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing and every such remedy shall be cumulative and shall be in addition to every other such remedy, provided that no Performance Default by Mid-Kansas shall permit the Member to terminate this Agreement or relieve the Member of its obligation to make payments pursuant to this Agreement, which obligation shall be absolute and unconditional.

8.4.2. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

8.4.3. Subject to the rights of legal and regulatory review, any determination made by the Board of Directors of Mid-Kansas as provided in subsections 5.2, 5.6, and 7.3.2 of this Agreement shall be conclusive and binding as to the Member and all Other Purchasers.

8.5. Other Purchaser Approvals. At any time that a Payment Default exists, the Member shall not have a right to vote on any proposed action that requires approval of a specified percentage of the Other Purchasers. The determination of whether the specified percentage of Other Purchasers approved any proposed action shall be calculated on the basis of the total number of Other Purchasers entitled to vote on the proposed action.

9. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. Each of the Schedules hereto is incorporated herein by reference.

9.2. Amendments. This Agreement and each of the All Requirement Contracts with Other Purchasers can be amended without the consent of any Other Purchasers other than the party to such agreement; provided, however, that Mid-Kansas must offer to make a corresponding amendment to the All Requirement Contracts of Other Purchasers. The Member acknowledges that this Agreement may, as a consequence of the foregoing, be different from any one or more of the Other Purchaser All Requirement Contracts.

9.3. Conflicts. The provisions of this Agreement, including the Schedules hereto, shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Agreement and the provisions of any amendments to the Schedules, provisions of this Agreement shall govern.

9.4. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

9.5. Severability If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

10. FORCE MAJEURE

10.1 Effect of Force Majeure Event. Each party shall be excused from performance and shall not be construed to be in default in respect of any obligation hereunder, for so long as failure to perform such obligation is due to a **Force Majeure Event**; provided, however, that notwithstanding anything in this Section 10 to the contrary, a Force Majeure Event shall not excuse either party from the obligation to make payments for any obligation.

10.2 Notice of Force Majeure Event. If either party desires to invoke a Force Majeure Event as a cause for delay in its performance of, or failure to perform, any obligation (other than the payment of money) hereunder, it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to a Force Majeure Event, advise the other party in writing of such date and the nature and expected duration and effect of such Force Majeure Event (a Notice). Promptly, but in any event within ten (10) days, after a **Notice** is given pursuant to the preceding sentence, the Parties shall meet (or otherwise communicate) to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such Force Majeure Event.

10.3 Mitigation of Force Majeure Event. Each party suffering a Force Majeure Event shall take, or cause to be taken, such reasonably diligent actions as it may consider necessary, consistent with **Prudent Utility Practice**, to attempt to counteract or to mitigate, in all material respects, the effects of such Force Majeure Event. No party shall be entitled to any relief from failure to perform any obligation otherwise excused by a Force Majeure Event to the extent such party fails to take such actions in an attempt to so counteract or mitigate. The Parties shall take all commercially diligent measures to resume normal

performance under this Agreement after the cessation of any Force Majeure Event.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

11.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement.

11.1.2. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

11.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

11.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such party of its obligations under this Agreement, except such Authorizations as have been duly obtained or made.

11.1.5. None of the execution or delivery of this Agreement, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any **Applicable Law** currently in effect, the conflict or breach of which would have a **Material Adverse Effect**, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

11.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is

acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Agreement.

11.2. Bringdown of Representations and Warranties. Upon the effective date as provided in Section 6, each party shall deliver to the other party a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 11 is true and correct as of the effective date.

11.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF MID-KANSAS TO THE MEMBER HEREUNDER, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 11. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

12. GOVERNING LAW. Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

13. INTERPRETATION.

13.1 Rules of Construction. In this Agreement, including any Schedules, unless a clear contrary intention appears:

- (i) the singular includes the plural and *vice versa*;
- (ii) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Agreement;
- (iii) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (iv) the captions, section and subsection headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the

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- interpretation of or construction of the provisions of this Agreement;
- (v) where technical terms are used in this Agreement, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
 - (vi) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision hereof;
 - (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and,
 - (viii) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

13.2 No Primary Drafter. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

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

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

Attest:

**VICTORY ELECTRIC COOPERATIVE
ASSOCIATION, INC.**

[Name]
Secretary

[name]

EXHIBIT 1 - DEFINITIONS

“Accounting Requirements” is defined in *Schedule B-2*.

“Agreement” is defined in the introductory paragraph.

“All Requirements Contracts” is defined in the tenth Whereas Clause.

“Applicable Law” means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Agreement or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

“Assignment for Security” is defined in subsection 7.2.1.

“Authorization” means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

“Aquila” is defined in the second Whereas Clause.

“Change in Law” means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after the date hereof that were not enforced generally or in effect on or prior to such date.

“Force Majeure Event” means any event which wholly or partly prevents or delays the affected party's performance of any obligation arising under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the party affected, and (b) such event could not have been reasonably prevented by such affected party through the exercise of due diligence, and (c) such event is not the direct or indirect result of an affected party's negligence or the failure of such affected party to perform any of its obligations under this Agreement. Events that, subject to the foregoing, could qualify as Force Majeure Events include flood, tsunami, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornadoes and other severe weather to the extent that the System was not constructed to withstand such weather without damage, war (declared or undeclared), strikes and other labor disputes (including collective bargaining disputes and lockouts) not directed exclusively at Mid-Kansas or the Member, riot or similar

civil disturbance, acts of God or the public enemy (including acts of terrorism), blockade, insurrection, revolution, sabotage, expropriation or confiscation, unavailability of fuel, power or raw materials, or a Change in Law. Force Majeure Events shall not include strikes and other labor disputes (including collective bargaining disputes and lockouts) involving only employees of Mid-Kansas or Member or a change in economic circumstance unless such change was itself the result of a Force Majeure Event.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the fourth Whereas Clause.

"KCC" shall mean the Kansas Corporation Commission, or the successor agency, if any, succeeding to its power and authority over Mid-Kansas or the Member.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member's WPK Territory" is defined in subsection 2.1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the second Whereas Clause.

"Notes" is defined in the third Whereas Clause.

"Notice" shall mean a written notice given in accordance with the procedures in **Schedule B-2**.

"Other Purchasers" is defined in the tenth Whereas Clause.

"Payment Default" is defined in subsection 8.1.

"Performance Default" is defined in subsection 8.3.

"Pioneer" is defined in the second Whereas Clause.

"Prudent Utility Practice" is defined in **Schedule B-2**.

"Secured Obligations" is defined in the fourth Whereas Clause.

"Sunflower" is defined in the first Whereas Clause.

"Sunflower Members" is defined in the first Whereas Clause.

"System" is defined in the third Whereas Clause.

"Trustee" is defined in the fourth Whereas Clause.

"WPK System" is defined in the second Whereas Clause.

SCHEDULE A-1
MEMBER'S WPK TERRITORY

[As set forth in the Joint Application at Exhibit A-2 and finally determined by the Commission]

**SCHEDULE A-2
POINTS OF DELIVERY**

**This version of Schedule A-2 has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

<u>Description</u>	<u>Meter Application</u>	<u>Metered</u>		<u>City</u>	<u>County</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Legal (S-T-R)</u>
		<u>Voltage</u>						
DC East	Delivery	34500		Dodge City	Ford	37.758556	-99.995389	W/2 S30-T26S-R24W
DC North	Delivery	34500		Dodge City	Ford	37.801667	-100.014694	W/2 S12-T26S-R25W
DC Northwest	Delivery	13800		Dodge City	Ford	37.788111	-100.052889	E/2 S16-T26S-R25W
Fort Dodge 34.5	Delivery	34500		Dodge City	Ford	37.731944	-99.950833	NE/4 S4-T27S-R24W
DC South	Delivery	34500		Dodge City	Ford	37.723333	-100.006333	S/2 S1-T27S-R25W
DC West	Delivery	34500		Dodge City	Ford	37.765389	-100.109056	NE/4 S25-T26S-R26W
Haggard	Delivery	34500		Montezuma	Gray	37.627944	-100.360501	W/2 S11-T28S-R28W
Loren Ochs Energy Center	Delivery	34500		Dodge City	Ford	37.770226	-100.068604	
National Beef	Delivery	115000		Dodge City	Ford	37.284722	-98.593056	02-32S-12W
Spearville 34kV	Delivery	34500		Spearville	Ford	37.86425	-99.754333	NE/4 S20-T25S-R22W
Copeland	Exchange	34500		Copeland	Gray	37.53648	-100.652618	
Greensburg	Exchange	34500		Greensburg	Kiowa	N37 34 48.0	W99 19 19.3	
Minneola	Exchange	34500		Minneola	Clark	N37 27 41.2	W100 00 56.8	
Plains	Exchange	34500		Plains	Meade	37.444508	-100.598045	
Crooked Creek (Ensign)	Wind Backfeed Power	115000		Fowler	Meade	37.471664	-100.216667	NE/4, 1-30S-27W
Gray County Wind	Wind Backfeed Power	115000			Gray			
Spearville, KCP&L	Wind Backfeed Power	230000		Spearville	Ford	37.86425	-99.754333	NE/4 S20-T25S-R22W
Spearville, Ironwood (MKEC after V-Plan Completion)	Wind Backfeed Power	345000		Spearville	Ford	37.864167	-99.755278	NE 1/4, 20-25-22
Shooting Star	Wind Backfeed Power	115000		Mullinville	Kiowa	37.601472	-99.449111	SE/4, 13-28-20

SCHEDULE B

**This version of Schedule B has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**SCHEDULE B-1
RATES**

The wholesale rate as established in Docket 09-MKEE-969-RTS.

**SCHEDULE B-2
TERMS AND CONDITIONS**

1. STANDARD OF CONDUCT

Mid-Kansas and the Member shall each perform its obligations under the Agreement in accordance with Prudent Utility Practice. "Prudent Utility Practice" shall have the same definition as "Good Utility Practice" under the Southwest Power Pool, Inc. (SPP) Open Access Transmission Tariff for Service Offered by Southwest Power Pool, as in effect from time to time, which provides as follows:

1.1. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

2. METERS

2.1. Meter Readings. Mid-Kansas shall read meters monthly.

2.2. Meter Testing and Billing Adjustment. Mid-Kansas shall test and calibrate meters by comparison with accurate standards at intervals determined in accordance with Good Utility Practices. Mid-Kansas shall also make special meter tests at any time at the Member's request. The cost of all tests shall be borne by Mid-Kansas; provided, however, that if any special meter test, made at the Member's request, shall disclose that the meters are recording accurately, the Member shall reimburse Mid-Kansas for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The reading of any meter that shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and Mid-Kansas shall agree as to the amount of energy furnished during such period and Mid-Kansas shall render a bill therefore.

2.3. Notice of Meter Reading or Test. Mid-Kansas shall give the Member Notice in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

3. Billing

3.1. Statements and Invoices.

3.1.1. Mid-Kansas shall submit monthly invoices to the Member for power purchased within five (5) business days after the end of each month.

3.1.2. Within the later of the tenth (10th) business day after Member's receipt of the invoice and the first business day following the twenty-fifth (25th) day of such month, Member shall pay the monthly charges in the amount specified in the invoice.

3.1.3. Any amounts due under this Agreement and not paid by the due date will be deemed delinquent and will accrue interest at the rate set by the Board of Directors from time to time. All amounts not disputed within six (6) months of the applicable invoices shall be final and not contestable.

4. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS.

4.1. Rights of Access. Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

4.2. Accounting Records. Mid-Kansas shall keep accurate records and accounts in accordance with standard accounting practices. Promptly after the close of each fiscal year (and not later than 120 days after the end of each fiscal year), Mid-Kansas shall cause such records and accounts of all transactions of Mid-Kansas with respect to such fiscal year to be subject to an annual audit by a firm of independent certified public accountants experienced in electric utility accounting and possessing a national reputation in accounting and auditing. The Mid-Kansas shall without delay provide a copy of each such annual audit, including all written comments and recommendations of such accountants to the Member.

"Accounting Requirements" means the requirements of generally accepted accounting principles applicable from time to time to companies similar to Mid-Kansas.

4.3. Access to Books and Records. The Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of Mid-Kansas as may be appropriate to determine the accuracy of any charges or payments required to be made by the Member to Mid-Kansas. If such books, records and supporting worksheets and

data of Mid-Kansas contain information about one or more Other Purchasers, Mid-Kansas shall excise any identification of specific Other Purchasers or provide such information to an independent certified public accountant or other independent representative of the Member under a confidentiality agreement. If, after such examination of Mid-Kansas records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

5. NOTICES.

Unless otherwise specifically provided in the Agreement (including another Schedule), all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below, or (iv) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 5, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Victory Electric Cooperative Association, Inc.
Attention: Manager
3230 N. 14th Street
Dodge City, Kansas 67801
Phone: (620) 227-2139
Fax: (620) 227-8819

EXHIBIT B-3
To Joint Application

WHOLESALE REQUIREMENTS AGREEMENT

BETWEEN

MID-KANSAS ELECTRIC COMPANY, LLC

AND

LANE-SCOTT ELECTRIC COOPERATIVE, INC.

DATED AS OF

_____, 2013

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EXHIBIT A Definitions

SCHEDULES

Schedule A

- A-1 Member's WPK Territory
- A-2 Delivery Points

Schedule B

- B-1 Rate
- B-2 Terms and Conditions

WHOLESALE REQUIREMENTS AGREEMENT

THIS WHOLESALE REQUIREMENTS AGREEMENT (Agreement), dated as of _____, 2013, (together with permitted amendments hereto, this Agreement) is entered into between **MID-KANSAS ELECTRIC COMPANY, LLC (Mid-Kansas)**, a limited liability company organized and existing under the laws of the State of Kansas, and **LANE-SCOTT ELECTRIC COOPERATIVE, INC. (the Member)**, an electric cooperative organized and existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, Sunflower Electric Power Corporation (**Sunflower**), a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the **Sunflower Members**); and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (**Pioneer**)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the **Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (the **WPK System**) of Aquila, Inc., d/b/a Aquila Networks-WPK (**Aquila**), and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes and bonds (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) were secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011,, by Mid-Kansas, as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and,

WHEREAS, since April 1, 2007, Mid-Kansas, has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated as of July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower has operated Mid-Kansas' System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31,

2006, performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligation to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that all capacity and energy required to supply such customers be acquired from Mid-Kansas; and

WHEREAS, the Member acknowledges that it is in the best interest of the transferred customers that it acquire all necessary capacity and energy to supply such customers from Mid-Kansas; and

WHEREAS, in reliance upon the commitments of Mid-Kansas herein set forth, the Member is entering into this Agreement and the Member acknowledges by entering into this Agreement that Mid-Kansas (i) has obtained and will obtain financing, (ii) has invested and will in the future invest in plant and facilities, (iii) has developed and will continue to develop an organizational structure, management team and staff directly or by contracting with Sunflower or others, (iv) has engaged and will continue to engage in planning, and (v) has made and will continue to make commitments relating to long-term power supply arrangements, all on the basis of the cash flow produced by this Agreement and similar contracts between Mid-Kansas and each of the other Mid-Kansas Members; and

WHEREAS, Mid-Kansas intends to enter into similar contracts with each of the Mid-Kansas Members and may enter into similar contracts with other entities that become Mid-Kansas Members in the future (collectively, the **Other Purchasers**) and this Agreement and those executed by the other Mid-Kansas Members concurrently herewith together with such additional contracts being, as they may be amended, supplemented, modified, extended or restated from time to time, (collectively, the **All Requirements Contracts**); and

WHEREAS, Mid-Kansas has incurred and will incur debt to construct, improve or acquire facilities that are intended to directly or indirectly benefit the Member and its members or customers as well as other Mid-Kansas Members, although the Member recognizes that such benefits cannot be assured; and

WHEREAS, the Member has determined that its interest and the interest of its own members or customers will be best served by entering into this

Agreement with Mid-Kansas in lieu of undertaking the risks of developing other sources of electricity itself or of purchasing electricity from other sources; and

WHEREAS, this Agreement and payments due to Mid-Kansas under this Agreement are pledged and assigned to secure the Secured Obligations as provided in the Indenture and the holders of the Secured Obligations are relying on this Agreement and other All Requirements Contracts to assure that the Secured Obligations are repaid and Mid-Kansas and the Member, by executing this Agreement, acknowledge that reliance; and

WHEREAS, the Member desires to purchase capacity and energy from Mid-Kansas and Mid-Kansas desires to sell capacity and energy to the Member on the terms and conditions set forth in this Agreement as follows:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Mid-Kansas and the Member hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein are as defined in *Exhibit 1*.

2. **PURCHASE AND SALE.**

2.1. Partial Requirements Obligation. Except as otherwise provided in this Section, Mid-Kansas shall sell and deliver to the Member and the Member shall purchase and receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The "**Member's WPK Territory**" shall mean that portion of Mid-Kansas' exclusive certified service territory assigned to the Member by Mid-Kansas pursuant to order of the KCC, as more fully described on ***Schedule A-1*** hereto.

2.2. Other Purchase Obligation. In the event that, pursuant to the Public Utility Regulatory Policies Act of 1978 or other similar provisions of law as in effect from time to time, electric power is purchased from a small power production facility, a cogeneration facility or other facility, the Member shall make, unless otherwise required at law, the required purchases at a rate not to exceed Mid-Kansas' avoided costs as established by Mid-Kansas. At Mid-Kansas' option the Member shall then sell such electric power to Mid-Kansas at a price not to exceed such rate. The Member may appoint Mid-Kansas to act as its agent in all dealings with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

3. **ELECTRIC CHARACTERISTICS.** Electric power and energy to be furnished hereunder shall be alternating current, three phase, 3 and/or 4 wire, sixty Hertz.

4. POINTS OF DELIVERY AND DELIVERY FACILITIES.

4.1. Delivery Points. The points of delivery and delivery voltage shall be as indicated in **Schedule A-2**, and such other points as may be agreed upon by Mid-Kansas and the Member; provided, however, that no service shall be provided and no additional points of delivery shall be added for the Member to serve customers outside of the Member's WPK Territory without the consent of Mid-Kansas, which shall be in its sole determination.

4.2. Risk of Loss. Title and risk of loss of energy shall pass from Mid-Kansas to the Member at such delivery points. As between the parties hereto, Mid-Kansas shall be deemed to be in exclusive control (and responsible for any injury and damage caused thereby) of the electric capacity and energy prior to each delivery point, and the Member shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric capacity and energy at and from each delivery point.

4.3. Load Scheduling and New Delivery Points. Bulk power supply planning shall be the responsibility of Mid-Kansas. The Member shall keep Mid-Kansas advised concerning anticipated loads at established points of delivery and the need for additional points of delivery within the Member's WPK Territory by furnishing to Mid-Kansas each year, on a date to be established by Mid-Kansas from time to time and communicated to the Member.

4.4. Cost Responsibility. Mid-Kansas shall be responsible for the facilities to deliver power and energy to the point(s) of delivery. The Member shall make and pay for all final connections between the systems of Mid-Kansas and the Member at the points of delivery, including installing, owning and maintaining the necessary substation equipment at the points of connection and owning and maintaining switching and protective equipment that may be reasonably necessary to enable the Member to take and use the capacity and energy hereunder and to protect the system of Mid-Kansas.

4.5. Metering Equipment. Meters and metering equipment shall be furnished, maintained and read by Mid-Kansas and shall be located as indicated on **Schedule A-2**, and such other point or points as may be agreed upon by Mid-Kansas and the Member, but there shall be no adjustments of meter readings for transmission or transformation losses between the points of delivery and the metering points unless mutually agreed between the parties.

5. RATES

5.1. General. The Member shall make payments to Mid-Kansas in accordance with the rates and charges and on the terms and conditions set forth herein and in **Schedule B** as such rate shall be amended from time to time by Mid-Kansas pursuant to this Section. The Member agrees that the rate from time to time established by the Board of Directors of Mid-Kansas shall be deemed to be substituted for the rate provided herein.

5.2. Periodic Review The Board of Directors of Mid-Kansas, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates and charges under this Agreement and under the All Requirements Contracts with the Other Purchasers and, if necessary, shall revise such rates and charges so that such rates and charges shall produce revenues that shall be sufficient, but only sufficient, with the revenues of Mid-Kansas from all other sources, to meet all of Mid-Kansas' costs, including, without limitation, the following items of cost:

- (a) payments of principal and premium, if any, and interest on all debt issued by Mid-Kansas, including without limitation, the Secured Obligations;
- (b) all costs for the addition and extension of its system, including without limitation, any costs of suspended or abandoned construction, and amounts that Mid-Kansas may be required to pay for the prevention or correction of any loss or damage to its generating plants, transmission system or related facilities or for renewals, replacements, repairs, additions, improvements, betterments, and modifications that are necessary to keep any such facilities whether owned by Mid-Kansas or available to Mid-Kansas under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (c) costs of operating and maintaining Mid-Kansas' generating plants, transmission system or related facilities and of producing and delivering power and energy therefrom (including, without limitation, fuel costs, administrative and general expenses and working capital, for fuel or otherwise, regulatory costs, insurance premiums, and taxes or payments in lieu thereof);
- (d) the cost of any capacity and energy purchased for resale under the All Requirements Contracts and the costs of transmission, scheduling, dispatching and controlling services for delivery of capacity and energy for service under the All Requirements Contracts;

-
- (e) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties;
 - (f) any additional cost or expense not specified in the other items of this subsection 5.2 imposed or permitted at law or by any regulatory agency or that is paid or incurred by Mid-Kansas relating to its generating plants, transmission system or related facilities or relating to the provision of services to the Mid-Kansas Members that is not otherwise included in any of the costs specified herein;
 - (g) amounts required to be paid by Mid-Kansas under any contract to which it is a party not covered under any other clause of this subsection 5.2, including, without limitation, amounts payable with respect to interest rate swaps, option contract and hedging contracts;
 - (h) reserves Mid-Kansas shall determine to be necessary for the payment of those items of costs and expenses referred to in this subsection 5.2 to the extent not already included in any other clause of this subsection 5.2; and
 - (i) additional amounts or margins that must be realized by Mid-Kansas in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on its debt contained in any indenture or contract with holders of its debt or that the Board of Directors deems advisable.

5.3. Reasonable Rates. The rates and charges and terms and conditions of service provided by Mid-Kansas hereunder shall be just and reasonable and not unduly discriminatory, but shall at all times be sufficient to comply with the requirements of subsection 5.2. Mid-Kansas shall cause a notice in writing to be given to the Member and all other Mid-Kansas Members, which shall set out all the proposed revisions in rates, and the applicable effective date. The parties agree that the rates established hereunder are just and reasonable under the current circumstances and reflect their determination of what would be just and reasonable under future conditions. The rates take into account specific benefits achieved by the parties through this Agreement and not otherwise available to the parties, and reflect the sharing of those benefits without undue discrimination against any current or future customer of Mid-Kansas.

5.4. Member's Unconditional Obligation to Pay. The Member shall make all payments that are required pursuant to this Agreement in a timely manner, whether or not: (a) electric capacity and energy has or is being provided to the Member hereunder, (b) Mid-Kansas is able to purchase or otherwise obtain electric capacity and energy from any source, or (c) any similar contract

with any of the Other Purchasers is invalid, in each such case for any reason whatsoever and whether or not due to the conduct, acts or omissions of Mid-Kansas. Such payments by the Member shall not be subject to any reduction, whether by offset, recoupment or otherwise, and shall not be conditioned upon performance by the Other Purchasers or Mid-Kansas under this Agreement or any other agreement or instrument. This subsection 5.4 shall not be construed to release Mid-Kansas from the performance of any of its obligations expressed in this Agreement or, except to the extent expressly provided in this Agreement, prevent or restrict the Member from asserting any rights that it may have against Mid-Kansas or any other person under this Agreement or any other agreement or under any provision of law or prevent or restrict the Member, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

5.5. Member's Rate Covenant. Subject to any regulatory approval, if required, the Member covenants and agrees to establish, maintain and collect rates and charges for the service of its electric system, and to conduct its business, in a manner that shall produce revenues and receipts at least sufficient to enable the Member to pay to Mid-Kansas, when due, all amounts payable by the Member under this Agreement and to pay any and all other amounts payable from, or that might constitute a charge and a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

5.6. Terms and Conditions. The terms and conditions of service applicable to the Member and the Other Purchasers (which reflect implementing details of this Agreement), as amended from time to time by action of the Board of Directors of Mid-Kansas, are set forth in **Schedule B-2**, and include:

- (a) the intervals at which Mid-Kansas shall read, or cause to be read, the electric meters;
- (b) the date on which, and the office to which, all accounts shall be paid for capacity and energy furnished by Mid-Kansas;
- (c) except as governed by Section 8, the penalty to a Mid-Kansas Member who shall fail to pay its bill within the designated pay period, which penalty shall include, but not limited to, late payment charges and conditions under which Mid-Kansas may discontinue delivery of capacity and energy;
- (d) the time and manner of delivery of notices;
- (e) the requirements for meter testing and cost of such tests;

-
- (f) billing adjustments;
 - (g) notices for meter reading or other tests; and,
 - (h) access rights.

6. **EFFECTIVENESS AND TERM.** This Agreement is dated as of the date specified in the introductory paragraph and shall become effective upon the latest to occur of the following: (a) execution and delivery by Mid-Kansas and the Member of this Agreement, (b) any required approvals of secured parties of Mid-Kansas and the Member, (c) any required approvals by the KCC, and (d) delivery of the certificates required pursuant to Section 11.2. Upon becoming effective, this Agreement shall remain in effect until March 31, 2052, and from year to year thereafter unless terminated by either party's giving to the other not less than three years' prior written notice of its intention to terminate.

7. **ASSIGNMENTS.**

7.1. **General.**

7.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 7.2 and 7.3, unless prior consent to such assignment is given in writing by the other party. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

7.1.2. No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either party from its rights or obligations under this Agreement.

7.2. **Assignment for Security.**

7.2.1. Notwithstanding any other provision of this Agreement, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Agreement as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign, transfer, mortgage or pledge this Agreement, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest or lien for the benefit of any third party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing obligations of Mid-Kansas).

7.2.2. After any Assignment for Security, a secured party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing the obligations of assignor), the secured party, without the approval of the other party to this Agreement, may

(a) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

7.3. Corporate Reorganization.

7.3.1. Mid-Kansas may sell, assign any or all of its rights, and/or delegate any or all of its duties under this Agreement to (a) Sunflower; (b) an entity organized by the Mid-Kansas Members in order to segregate the generation assets of Mid-Kansas from the transmission assets of Mid-Kansas; or, (c) in connection with any sale, lease or transfer of all or substantially all of Mid-Kansas' assets or reorganization, merger or consolidation of Mid-Kansas with another entity in which Mid-Kansas is not the survivor; provided that in any such case the surviving entity shall expressly assume by written agreement executed and delivered to the Member, the performance and observance of the provisions of this Agreement required to be performed or observed by Mid-Kansas.

7.3.2. With respect to the Member:

(a) The Member may not, without the approval in writing of Mid-Kansas take or suffer to be taken any steps for corporate reorganization or dissolution, or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. Mid-Kansas will not unreasonably withhold or condition its consent to any reorganization, dissolution, consolidation, or merger, or to any sale, lease or transfer (or any agreement therefore) of assets.

(b) Mid-Kansas may withhold or condition its consent required pursuant to any provision of Section 7 in cases where to do otherwise would result in rate increases for the Other Purchasers, impair the ability of Mid-Kansas to repay its debt or any other obligations in accordance with their terms, or adversely affect System performance in a material way.

(c) Notwithstanding the foregoing, the Member may take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial

portion of its assets, whether now owned or hereafter acquired without Mid-Kansas' consent, so long as the Member shall pay such portion of the outstanding indebtedness on Mid-Kansas' debt or other obligations as shall be determined by Mid-Kansas and shall otherwise comply with such reasonable terms and conditions as Mid-Kansas may require either (i) to eliminate any adverse effect that such action seems likely to have on the rates of the other members of Mid-Kansas or (ii) to assure that Mid-Kansas' ability to repay its debt and other obligations of Mid-Kansas in accordance with their terms is not impaired.

(d) For purposes of Section 7 a transaction to "sell, lease or transfer (or make any agreement therefore) of a substantial portion of its assets" shall be deemed to have occurred if such transaction or the cumulative of all of the Member's transactions covered by Section 7 will (i) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, equal ten percent (10%) or more of the Member's total utility plant or assets and/or (ii) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, has reduced or will reduce the Member's power requirements by more than five percent (5%) over the Member's power requirements had the transaction or transactions not occurred.

7.4. Receiver or Trustee in Bankruptcy. The parties intend that the obligations of the Member under this Agreement shall not be affected by a receiver, a trustee in bankruptcy, a mortgagee or an indenture trustee taking charge of the assets or business of Mid-Kansas, and that such receiver, trustee, mortgagee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement by the Board of Directors of Mid-Kansas.

8. EVENTS OF DEFAULT AND REMEDIES.

8.1. Payment Default. If the Member fails to make full payment to Mid-Kansas when required to be made under the provisions of this Agreement, and such failure continues for a period of ten (10) business days, Mid-Kansas shall give or cause to be given written notice to the Member. If the Member does not, within ten (10) business days from the date of the mailing of such notice, pay the full amount then due to Mid-Kansas, together with interest thereon, up to the maximum rate of interest permitted by law, from the date it became due, and all costs of collection, including attorney's fees, incurred by Mid-Kansas with respect to such amounts due, then such failure shall constitute a "**Payment Default**" on the part of the Member. Mid-Kansas shall promptly provide written notice to the Other Purchasers of the Payment Default.

8.1.1. Upon a Payment Default, Mid-Kansas may suspend service to the Member for all or any part of the period of continuing default. During any suspension of service, the Member shall have no right to any electric capacity or associated energy or to exercise any other rights hereunder. Mid-Kansas' right to suspend service shall not be exclusive, but in addition to all other remedies available to Mid-Kansas at law or in equity. No suspension of service or termination of this Agreement or recovery of additional revenues from the Other Purchasers shall relieve the Member of its obligations hereunder, which are absolute and unconditional. Mid-Kansas shall credit the obligations of the Member during any suspension of service with the monies actually received by Mid-Kansas from sales of capacity and energy that would have been available to serve the Member, but Mid-Kansas shall not be responsible for failure to mitigate the consequences of the Member's failure to pay in absence of gross negligence or willful misconduct.

8.1.2. Mid-Kansas may terminate this Agreement if (a) a Payment Default shall have occurred and be continuing and (b) such termination is approved by at least two-thirds of Mid-Kansas' Board of Directors and at least two-thirds of the Other Purchasers (as evidenced by resolutions of the boards of directors of such Other Purchasers specifically approving the termination).

8.1.3. The fact that the Other Purchasers have paid increased rates and charges shall not relieve the Member of its liability for the amount owed by it to Mid-Kansas, and any of the Other Purchasers, either individually or as part of a group, shall have such right of recovery from the Member as may be provided by law. Mid-Kansas or any of the Other Purchasers as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of the Member under this Agreement.

8.2. Mid-Kansas' Failure to Deliver. If Mid-Kansas fails to deliver electric capacity and energy as a result of the breach of its duties to the Member hereunder, Mid-Kansas shall promptly reimburse the Member for the cost of electric capacity and energy required to replace such capacity and energy, but the Member shall not be entitled to terminate this Agreement or to withhold payments required to be made pursuant to this Agreement.

8.3. Performance Default. If either party fails to comply with any of the terms, conditions, and covenants of this Agreement (and such failure does not constitute a Payment Default by the Member), the non-defaulting party shall give the defaulting party written notice of the default (a "**Performance Default**"). The defaulting party shall have a period of thirty (30) days after receipt of such notice to commence reasonable efforts to cure such Performance Default, and it shall have an additional thirty (30) days to cure such Performance Default. Thereafter, if such Performance Default is continuing, the non-defaulting party,

subject to the provisions of subsection 8.4.1, shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement.

8.4. Remedies.

8.4.1. No remedy conferred upon or reserved to Mid-Kansas or the Member under this Agreement is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing and every such remedy shall be cumulative and shall be in addition to every other such remedy, provided that no Performance Default by Mid-Kansas shall permit the Member to terminate this Agreement or relieve the Member of its obligation to make payments pursuant to this Agreement, which obligation shall be absolute and unconditional.

8.4.2. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

8.4.3. Subject to the rights of legal and regulatory review, any determination made by the Board of Directors of Mid-Kansas as provided in subsections 5.2, 5.6, and 7.3.2 of this Agreement shall be conclusive and binding as to the Member and all Other Purchasers.

8.5. Other Purchaser Approvals. At any time that a Payment Default exists, the Member shall not have a right to vote on any proposed action that requires approval of a specified percentage of the Other Purchasers. The determination of whether the specified percentage of Other Purchasers approved any proposed action shall be calculated on the basis of the total number of Other Purchasers entitled to vote on the proposed action.

9. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. Each of the Schedules hereto is incorporated herein by reference.

9.2. Amendments. This Agreement and each of the All Requirement Contracts with Other Purchasers can be amended without the consent of any Other Purchasers other than the party to such agreement; provided, however, that Mid-Kansas must offer to make a corresponding amendment to the All Requirement Contracts of Other Purchasers. The Member acknowledges that this Agreement may, as a consequence of the foregoing, be different from any one or more of the Other Purchaser All Requirement Contracts.

9.3. Conflicts. The provisions of this Agreement, including the Schedules hereto, shall be interpreted to harmonize as a single instrument. In the

event of any conflict between the provisions of this Agreement and the provisions of any amendments to the Schedules, provisions of this Agreement shall govern.

9.4. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

9.5. Severability If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

10. FORCE MAJEURE

10.1 Effect of Force Majeure Event. Each party shall be excused from performance and shall not be construed to be in default in respect of any obligation hereunder, for so long as failure to perform such obligation is due to a **Force Majeure Event**; provided, however, that notwithstanding anything in this Section 10 to the contrary, a Force Majeure Event shall not excuse either party from the obligation to make payments for any obligation.

10.2 Notice of Force Majeure Event. If either party desires to invoke a Force Majeure Event as a cause for delay in its performance of, or failure to perform, any obligation (other than the payment of money) hereunder, it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to a Force Majeure Event, advise the other party in writing of such date and the nature and expected duration and effect of such Force Majeure Event (a Notice). Promptly, but in any event within ten (10) days, after a **Notice** is given pursuant to the preceding sentence, the Parties shall meet (or otherwise communicate) to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such Force Majeure Event.

10.3 Mitigation of Force Majeure Event. Each party suffering a Force Majeure Event shall take, or cause to be taken, such reasonably diligent actions as it may consider necessary, consistent with **Prudent Utility Practice**, to attempt to counteract or to mitigate, in all material respects, the effects of such Force Majeure Event. No party shall be entitled to any relief from failure to perform any obligation otherwise excused by a Force Majeure Event to the extent such party fails to take such actions in an attempt to so counteract or mitigate. The Parties shall take all commercially diligent measures to resume normal performance under this Agreement after the cessation of any Force Majeure Event.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

11.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement.

11.1.2. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

11.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

11.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such party of its obligations under this Agreement, except such Authorizations as have been duly obtained or made.

11.1.5. None of the execution or delivery of this Agreement, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any **Applicable Law** currently in effect, the conflict or breach of which would have a **Material Adverse Effect**, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

11.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Agreement.

11.2. Bringdown of Representations and Warranties. Upon the effective date as provided in Section 6, each party shall deliver to the other party a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 11 is true and correct as of the effective date.

11.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF MID-KANSAS TO THE MEMBER HEREUNDER, EXPRESS

OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 11. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

12. GOVERNING LAW. Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

13. INTERPRETATION.

13.1 Rules of Construction. In this Agreement, including any Schedules, unless a clear contrary intention appears:

- (i) the singular includes the plural and *vice versa*;
- (ii) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Agreement;
- (iii) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (iv) the captions, section and subsection headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;
- (v) where technical terms are used in this Agreement, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
- (vi) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision hereof;
- (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (viii) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

13.2 No Primary Drafter. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or

interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

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

MID-KANSAS ELECTRIC COMPANY, LLC

Attest:

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

Attest:

MEMBER
LANE-SCOTT ELECTRIC COOPERATIVE,
INC.

[Name]
Secretary

[name]

EXHIBIT 1 - DEFINITIONS

“Accounting Requirements” is defined in *Schedule B-2*.

“Agreement” is defined in the introductory paragraph.

“All Requirements Contracts” is defined in the tenth Whereas Clause.

“Applicable Law” means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Agreement or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

“Assignment for Security” is defined in subsection 7.2.1.

“Authorization” means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

“Aquila” is defined in the second Whereas Clause.

“Change in Law” means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after the date hereof that were not enforced generally or in effect on or prior to such date.

“Force Majeure Event” means any event which wholly or partly prevents or delays the affected party’s performance of any obligation arising under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the party affected, and (b) such event could not have been reasonably prevented by such affected party through the exercise of due diligence, and (c) such event is not the direct or indirect result of an affected party’s negligence or the failure of such affected party to perform any of its obligations under this Agreement. Events that, subject to the foregoing, could qualify as Force Majeure Events include flood, tsunami, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornadoes and other severe weather to the extent that the System was not constructed to withstand such weather without damage, war (declared or undeclared), strikes and other labor disputes (including collective bargaining disputes and lockouts) not directed exclusively at Mid-Kansas or the Member, riot or similar civil disturbance, acts of God or the public enemy (including acts of terrorism), blockade, insurrection, revolution, sabotage, expropriation or confiscation, unavailability of fuel, power or raw materials, or a Change in Law. Force Majeure Events shall not include strikes and other labor disputes (including collective bargaining disputes and lockouts) involving only employees of Mid-Kansas or Member or a change in economic circumstance unless such change was itself the result of a Force Majeure Event.

“Governmental Authority” means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

“Indenture” is defined in the fourth Whereas Clause.

“KCC” shall mean the Kansas Corporation Commission, or the successor agency, if any, succeeding to its power and authority over Mid-Kansas or the Member.

“Material Adverse Effect” means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

“Member” is defined in the introductory paragraph.

“Member’s WPK Territory” is defined in subsection 2.1.

“Mid-Kansas” is defined in the introductory paragraph.

“Mid-Kansas Members” is defined in the second Whereas Clause.

“Notes” is defined in the third Whereas Clause.

“Notice” shall mean a written notice given in accordance with the procedures in **Schedule B-2**.

“Other Purchasers” is defined in the tenth Whereas Clause.

“Payment Default” is defined in subsection 8.1.

“Performance Default” is defined in subsection 8.3.

“Pioneer” is defined in the second Whereas Clause.

“Prudent Utility Practice” is defined in **Schedule B-2**.

“Secured Obligations” is defined in the fourth Whereas Clause.

“Sunflower” is defined in the first Whereas Clause.

“Sunflower Members” is defined in the first Whereas Clause.

“System” is defined in the third Whereas Clause.

“Trustee” is defined in the fourth Whereas Clause.

“WPK System” is defined in the second Whereas Clause.

**SCHEDULE A-1
MEMBER'S WPK TERRITORY**

[As set forth in the Joint Application at Exhibit A-3 and finally determined by the Commission]

**SCHEDULE A-2
POINTS OF DELIVERY**

**This version of Schedule A-2 has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

<u>Description</u>	<u>Meter Application</u>	<u>Metered Voltage</u>	<u>City</u>	<u>County</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Legal (S-T-R)</u>
Alexander	Delivery	34500	Alexander	Rush	38.494556	-99.567	NW/4 S17-T18S-R20W
Ness City	Delivery	34500	Ness City	Ness	38.493547	-99.900789	NE/4 S18-T18S-R23W

SCHEDULE B

**This version of Schedule B has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**SCHEDULE B-1
RATES**

The wholesale rate as established in Docket 09-MKEE-969-RTS

**SCHEDULE B-2
TERMS AND CONDITIONS**

1. STANDARD OF CONDUCT

Mid-Kansas and the Member shall each perform its obligations under the Agreement in accordance with Prudent Utility Practice. “**Prudent Utility Practice**” shall have the same definition as “Good Utility Practice” under the Southwest Power Pool, Inc. (SPP) Open Access Transmission Tariff for Service Offered by Southwest Power Pool, as in effect from time to time, which provides as follows:

1.1. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4)

2. METERS

2.1. Meter Readings. Mid-Kansas shall read meters monthly.

2.2. Meter Testing and Billing Adjustment. Mid-Kansas shall test and calibrate meters by comparison with accurate standards at intervals determined in accordance with Good Utility Practices. Mid-Kansas shall also make special meter tests at any time at the Member’s request. The cost of all tests shall be borne by Mid-Kansas; provided, however, that if any special meter test, made at the Member’s request, shall disclose that the meters are recording accurately, the Member shall reimburse Mid-Kansas for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The reading of any meter that shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and Mid-Kansas shall agree as to the amount of energy furnished during such period and Mid-Kansas shall render a bill therefore.

2.3. Notice of Meter Reading or Test. Mid-Kansas shall give the Member Notice in advance of the time of any meter reading or test so that the Member’s representative may be present at such meter reading or test.

3. Billing

3.1. Statements and Invoices.

- 3.1.1. Mid-Kansas shall submit monthly invoices to the Member for power purchased within five (5) business days after the end of each month.
- 3.1.2. Within the later of the tenth (10th) business day after Member's receipt of the invoice and the first business day following the twenty-fifth (25th) day of such month, Member shall pay the monthly charges in the amount specified in the invoice.
- 3.1.3. Any amounts due under this Agreement and not paid by the due date will be deemed delinquent and will accrue interest at the rate set by the Board of Directors from time to time. All amounts not disputed within six (6) months of the applicable invoices shall be final and not contestable.

4. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS.

- 4.1. **Rights of Access.** Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.
- 4.2. **Accounting Records.** Mid-Kansas shall keep accurate records and accounts in accordance with standard accounting practices. Promptly after the close of each fiscal year (and not later than 120 days after the end of each fiscal year), Mid-Kansas shall cause such records and accounts of all transactions of Mid-Kansas with respect to such fiscal year to be subject to an annual audit by a firm of independent certified public accountants experienced in electric utility accounting and possessing a national reputation in accounting and auditing. Mid-Kansas shall without delay provide a copy of each such annual audit, including all written comments and recommendations of such accountants to the Member.
“**Accounting Requirements**” means the requirements of generally accepted accounting principles applicable from time to time to companies similar to Mid-Kansas.
- 4.3. **Access to Books and Records.** The Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of Mid-Kansas as may be appropriate to determine the accuracy of any charges or payments required to be made by the Member to Mid-Kansas. If such books, records and supporting worksheets and data of Mid-Kansas contain information about one or more Other Purchasers, Mid-Kansas shall excise any identification of specific Other Purchasers or provide such information to an independent certified public accountant or other independent representative of the Member under a confidentiality agreement. If, after such examination of Mid-Kansas' records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

5. NOTICES.

Unless otherwise specifically provided in the Agreement (including another Schedule) all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (iv) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 5, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, Kansas 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attention: General Counsel
P.O. Box 980
301 West 13th Street
Hays, Kansas 67601

If to the Member:

Lane-Scott Electric Cooperative, Inc.
Attention: General Manager
410 S. High
Dighton, Kansas 67839
Phone: (620)-397-5327
Fax: (620)-397-5997

EXHIBIT B-4

To Joint Application

WHOLESALE REQUIREMENTS AGREEMENT

BETWEEN

MID-KANSAS ELECTRIC COMPANY, LLC

AND

WESTERN COOPERATIVE ELECTRIC ASSOCIATION, INC.

DATED AS OF

_____, 2013

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EXHIBIT A Definitions

SCHEDULES

Schedule A

- A-1 Member's WPK Territory
- A-2 Delivery Points

Schedule B

- B-1 Rate
- B-2 Terms and Conditions

WHOLESALE REQUIREMENTS AGREEMENT

THIS WHOLESALE REQUIREMENTS AGREEMENT (Agreement), dated as of _____, 2013, (together with permitted amendments hereto, this Agreement) is entered into between **MID-KANSAS ELECTRIC COMPANY, LLC (Mid-Kansas)**, a limited liability company organized and existing under the laws of the State of Kansas, and **WESTERN COOPERATIVE ELECTRIC ASSOCIATION, INC. (the Member)**, an electric cooperative organized and existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, Sunflower Electric Power Corporation (**Sunflower**), a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the **Sunflower Members**); and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (**Pioneer**)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the **Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (the **WPK System**) of Aquila, Inc., d/b/a Aquila Networks-WPK (**Aquila**) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes and bonds (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) were secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas, has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement,

dated as of July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower has operated Mid-Kansas's System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas's load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligation to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that all capacity and energy required to supply such customers be acquired from Mid-Kansas; and

WHEREAS, the Member acknowledges that it is in the best interest of the transferred customers that it acquire all necessary capacity and energy to supply such customers from Mid-Kansas; and

WHEREAS, in reliance upon the commitments of Mid-Kansas herein set forth, the Member is entering into this Agreement and the Member acknowledges by entering into this Agreement that Mid-Kansas (i) has obtained and will obtain financing, (ii) has invested and will in the future invest in plant and facilities, (iii) has developed and will continue to develop an organizational structure, management team and staff directly or by contracting with Sunflower or others, (iv) has engaged and will continue to engage in planning, and (v) has made and will continue to make commitments relating to long-term power supply arrangements, all on the basis of the cash flow produced by this Agreement and similar contracts between Mid-Kansas and each of the other Mid-Kansas Members; and

WHEREAS, Mid-Kansas intends to enter into similar contracts with each of the Mid-Kansas Members and may enter into similar contracts with other entities that become Mid-Kansas Members in the future (collectively the **Other Purchasers**) and this Agreement and those executed by the other Mid-Kansas Members concurrently herewith together with such additional contracts being, as they may be amended, supplemented, modified, extended or restated from time to time, (collectively, the **All Requirements Contracts**); and

WHEREAS, Mid-Kansas has incurred and will incur debt to construct, improve or acquire facilities that are intended to directly or indirectly benefit the Member and its members or customers as well as other Mid-Kansas Members, although the Member recognizes that such benefits cannot be assured; and

WHEREAS, the Member has determined that its interest and the interest of its own members or customers will be best served by entering into this Agreement with Mid-Kansas in lieu of undertaking the risks of developing other sources of electricity itself or of purchasing electricity from other sources; and

WHEREAS, this Agreement and payments due to Mid-Kansas under this Agreement are pledged and assigned to secure the Secured Obligations as provided in the Indenture and the holders of the Secured Obligations are relying on this Agreement and other All Requirements Contracts to assure that the Secured Obligations are repaid and Mid-Kansas and the Member, by executing this Agreement, acknowledge that reliance; and

WHEREAS, the Member desires to purchase capacity and energy from Mid-Kansas, and Mid-Kansas desires to sell, capacity and energy to the Member on the terms and conditions set forth in this Agreement as follows:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Mid-Kansas and the Member hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein are as defined in *Exhibit 1*.

2. **PURCHASE AND SALE.**

2.1. Partial Requirements Obligation. Except as otherwise provided in this Section, Mid-Kansas shall sell and deliver to the Member and the Member shall purchase and receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The "**Member's WPK Territory**" shall mean that portion of Mid-Kansas' exclusive certified service territory assigned to the Member by Mid-Kansas pursuant to order of the KCC, as more fully described on *Schedule A-1* hereto.

2.2. Other Purchase Obligation. In the event that, pursuant to the Public Utility Regulatory Policies Act of 1978 or other similar provisions of law as in effect from time to time, electric power is purchased from a small power production facility, a cogeneration facility or other facility, the Member shall make, unless otherwise required at law, the required purchases at a rate not to exceed

Mid-Kansas's avoided costs as established by Mid-Kansas. At Mid-Kansas's option the Member shall then sell such electric power to Mid-Kansas at a price not to exceed such rate. The Member may appoint Mid-Kansas to act as its agent in all dealings with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

3. **ELECTRIC CHARACTERISTICS.** Electric power and energy to be furnished hereunder shall be alternating current, three phase, 3 and/or 4 wire, sixty Hertz.

4. **POINTS OF DELIVERY AND DELIVERY FACILITIES.**

4.1. **Delivery Points.** The points of delivery and delivery voltage shall be as indicated in **Schedule A-2**, and such other points as may be agreed upon by Mid-Kansas and the Member; provided, however, that no service shall be provided and no additional points of delivery shall be added for the Member to serve customers outside of the Member's WPK Territory without the consent of Mid-Kansas, which shall be in its sole determination.

4.2. **Risk of Loss.** Title and risk of loss of energy shall pass from Mid-Kansas to the Member at such delivery points. As between the parties hereto, Mid-Kansas shall be deemed to be in exclusive control (and responsible for any injury and damage caused thereby) of the electric capacity and energy prior to each delivery point, and the Member shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric capacity and energy at and from each delivery point.

4.3. **Load Scheduling and New Delivery Points.** Bulk power supply planning shall be the responsibility of Mid-Kansas. The Member shall keep Mid-Kansas advised concerning anticipated loads at established points of delivery and the need for additional points of delivery within the Member's WPK Territory by furnishing to Mid-Kansas each year, on a date to be established by Mid-Kansas from time to time and communicated to the Member.

4.4. **Cost Responsibility.** Mid-Kansas shall be responsible for the facilities to deliver power and energy to the point(s) of delivery. The Member shall make and pay for all final connections between the systems of Mid-Kansas and the Member at the points of delivery, including installing, owning and maintaining the necessary substation equipment at the points of connection and owning and maintaining switching and protective equipment that may be reasonably necessary to enable the Member to take and use the capacity and energy hereunder and to protect the system of Mid-Kansas.

4.5. Metering Equipment. Meters and metering equipment shall be furnished, maintained and read by Mid-Kansas and shall be located as indicated on **Schedule A-2**, and such other point or points as may be agreed upon by Mid-Kansas and the Member, but there shall be no adjustments of meter readings for transmission or transformation losses between the points of delivery and the metering points unless mutually agreed between the parties.

5. RATES

5.1. General. The Member shall make payments to Mid-Kansas in accordance with the rates and charges and on the terms and conditions set forth herein and in **Schedule B** as such rate shall be amended from time to time by Mid-Kansas pursuant to this Section. The Member agrees that the rate from time to time established by the Board of Directors of Mid-Kansas shall be deemed to be substituted for the rate provided herein.

5.2. Periodic Review The Board of Directors of Mid-Kansas, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates and charges under this Agreement and under the All Requirements Contracts with the Other Purchasers and, if necessary, shall revise such rates and charges so that such rates and charges shall produce revenues that shall be sufficient, but only sufficient, with the revenues of Mid-Kansas from all other sources, to meet all of Mid-Kansas' costs, including, without limitation, the following items of cost:

- (a) payments of principal and premium, if any, and interest on all debt issued by Mid-Kansas, including without limitation, the Secured Obligations;
- (b) all costs for the addition and extension of its system, including without limitation, any costs of suspended or abandoned construction, and amounts that Mid-Kansas may be required to pay for the prevention or correction of any loss or damage to its generating plants, transmission system or related facilities or for renewals, replacements, repairs, additions, improvements, betterments, and modifications that are necessary to keep any such facilities whether owned by Mid-Kansas or available to Mid-Kansas under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (c) costs of operating and maintaining Mid-Kansas' generating plants, transmission system or related facilities and of producing and delivering power and energy therefrom (including, without limitation, fuel costs, administrative and

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- general expenses and working capital, for fuel or otherwise, regulatory costs, insurance premiums, and taxes or payments in lieu thereof);
- (d) the cost of any capacity and energy purchased for resale under the All Requirements Contracts and the costs of transmission, scheduling, dispatching and controlling services for delivery of capacity and energy for service under the All Requirements Contracts;
 - (e) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties;
 - (f) any additional cost or expense not specified in the other items of this subsection 5.2 imposed or permitted at law or by any regulatory agency or that is paid or incurred by Mid-Kansas relating to its generating plants, transmission system or related facilities or relating to the provision of services to the Mid-Kansas Members that is not otherwise included in any of the costs specified herein.
 - (g) amounts required to be paid by Mid-Kansas under any contract to which it is a party not covered under any other clause of this subsection 5.2 including, without limitation, amounts payable with respect to interest rate swaps, option contract and hedging contracts;
 - (h) reserves Mid-Kansas shall determine to be necessary for the payment of those items of costs and expenses referred to in this subsection 5.2 to the extent not already included in any other clause of this subsection 5.2; and
 - (i) additional amounts or margins that must be realized by Mid-Kansas in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on its debt contained in any indenture or contract with holders of its debt or that the Board of Directors deems advisable.

5.3. Reasonable Rates. The rates and charges and terms and conditions of service provided by Mid-Kansas hereunder shall be just and reasonable and not unduly discriminatory, but shall at all times be sufficient to comply with the requirements of subsection 5.2. Mid-Kansas shall cause a

notice in writing to be given to the Member and all other Mid-Kansas Members, which shall set out all the proposed revisions in rates, and the applicable effective date. The parties agree that the rates established hereunder are just and reasonable under the current circumstances and reflect their determination of what would be just and reasonable under future conditions. The rates take into account specific benefits achieved by the parties through this Agreement and not otherwise available to the parties, and reflect the sharing of those benefits without undue discrimination against any current or future customer of Mid-Kansas.

5.4. Member's Unconditional Obligation to Pay. The Member shall make all payments that are required pursuant to this Agreement in a timely manner, whether or not: (a) electric capacity and energy has or is being provided to the Member hereunder, (b) Mid-Kansas is able to purchase or otherwise obtain electric capacity and energy from any source, or (c) any similar contract with any of the Other Purchasers is invalid, in each such case for any reason whatsoever and whether or not due to the conduct, acts or omissions of Mid-Kansas. Such payments by the Member shall not be subject to any reduction, whether by offset, recoupment or otherwise, and shall not be conditioned upon performance by the Other Purchasers or Mid-Kansas under this Agreement or any other agreement or instrument. This subsection 5.4 shall not be construed to release Mid-Kansas from the performance of any of its obligations expressed in this Agreement or, except to the extent expressly provided in this Agreement, prevent or restrict the Member from asserting any rights that it may have against Mid-Kansas or any other person under this Agreement or any other agreement or under any provision of law or prevent or restrict the Member, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

5.5. Member's Rate Covenant. Subject to any regulatory approval, if required, the Member covenants and agrees to establish, maintain and collect rates and charges for the service of its electric system, and to conduct its business, in a manner that shall produce revenues and receipts at least sufficient to enable the Member to pay to Mid-Kansas, when due, all amounts payable by the Member under this Agreement and to pay any and all other amounts payable from, or that might constitute a charge and a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

5.6. Terms and Conditions. The terms and conditions of service applicable to the Member and the Other Purchasers (which reflect implementing details of this Agreement), as amended from time to time by action

of the Board of Directors of Mid-Kansas, are set forth in **Schedule B-2**, and include:

- (a) The intervals at which Mid-Kansas shall read, or cause to be read, the electric meters;
- (b) the date on which, and the office to which, all accounts shall be paid for capacity and energy furnished by Mid-Kansas;
- (c) except as governed by Section 8, the penalty to a Mid-Kansas Member who shall fail to pay its bill within the designated pay period, which penalty shall include, but not limited to, late payment charges and conditions under which Mid-Kansas may discontinue delivery of capacity and energy;
- (d) the time and manner of delivery of notices;
- (e) the requirements for meter testing and cost of such tests;
- (f) billing adjustments;
- (g) notices for meter reading or other tests; and
- (h) access rights.

6. EFFECTIVENESS AND TERM. This Agreement is dated as of the date specified in the introductory paragraph and shall become effective upon the latest to occur of the following: (a) execution and delivery by Mid-Kansas and the Member of this Agreement, (b) any required approvals of secured parties of Mid-Kansas and the Member, (c) any required approvals by the KCC; and, (d) delivery of the certificates required pursuant to Section 11.2. Upon becoming effective, this Agreement shall remain in effect until March 31, 2052, and from year to year thereafter unless terminated by either party's giving to the other not less than three years' prior written notice of its intention to terminate.

7. ASSIGNMENTS.

7.1. General.

7.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 7.2 and 7.3 unless prior consent to such assignment is given in writing by the other party. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

7.1.2. No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either party from its rights or obligations under this Agreement.

7.2. Assignment for Security.

7.2.1. Notwithstanding any other provision of this Agreement, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Agreement as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign, transfer, mortgage or pledge this Agreement, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest or lien for the benefit of any third party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing obligations of Mid-Kansas.

7.2.2. After any Assignment for Security a secured party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing the obligations of assignor), the secured party, without the approval of the other party to this Agreement, may

(a) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such

security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

7.3. Corporate Reorganization.

7.3.1. Mid-Kansas may sell, assign any or all of its rights, and/or delegate any or all of its duties under this Agreement to (a) Sunflower; (b) an entity organized by the Mid-Kansas Members in order to segregate the generation assets of Mid-Kansas from the transmission assets of Mid-Kansas, or (c) in connection with any sale, lease or transfer of all or substantially all of Mid-Kansas' assets or reorganization, merger or consolidation of Mid-Kansas with another entity in which Mid-Kansas is not the survivor; provided that in any such case the surviving entity shall expressly assume by written agreement executed and delivered to the Member, the performance and observance of the provisions of this Agreement required to be performed or observed by Mid-Kansas.

7.3.2. With respect to the Member:

(a) The Member may not, without the approval in writing of Mid-Kansas take, or suffer to be taken, any steps for corporate reorganization or dissolution, or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. Mid-Kansas will not unreasonably withhold or condition its consent to any reorganization, dissolution, consolidation, or merger, or to any sale, lease or transfer (or any agreement therefore) of assets.

(b) Mid-Kansas may withhold or condition its consent required pursuant to any provision of Section 7 in cases where to do otherwise would result in rate increases for the Other Purchasers, impair the ability of Mid-Kansas to repay its debt or any other obligations in accordance with their terms, or adversely affect System performance in a material way.

(c) Notwithstanding the foregoing, the Member may take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired without Mid-Kansas's consent, so long as the Member shall pay such portion of the outstanding indebtedness on Mid-Kansas' debt or other obligations as shall be determined by Mid-Kansas and shall otherwise comply with such reasonable terms and conditions as Mid-Kansas may require either (i) to eliminate any adverse effect

that such action seems likely to have on the rates of the other members of Mid-Kansas, or (ii) to assure that Mid-Kansas' ability to repay its debt and other obligations of Mid-Kansas in accordance with their terms is not impaired.

(d) For purposes of Section 7 a transaction to "sell, lease or transfer (or make any agreement therefore) of a substantial portion of its assets" shall be deemed to have occurred if such transaction or the cumulative of all of the Member's transactions covered by Section 7 will (i) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, equal ten percent (10%) or more of the Member's total utility plant or assets and/or, (ii) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, has reduced or will reduce the Member's power requirements by more than five percent (5%) over the Member's power requirements had the transaction or transactions not occurred.

7.4. Receiver or Trustee in Bankruptcy. The parties intend that the obligations of the Member under this Agreement shall not be affected by a receiver, a trustee in bankruptcy, a mortgagee or an indenture trustee taking charge of the assets or business of Mid-Kansas, and that such receiver, trustee, mortgagee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement by the Board of Directors of Mid-Kansas.

8. EVENTS OF DEFAULT AND REMEDIES.

8.1. Payment Default. If the Member fails to make full payment to Mid-Kansas when required to be made under the provisions of this Agreement, and such failure continues for a period of ten (10) business days, Mid-Kansas shall give or cause to be given written notice to the Member. If the Member does not, within ten (10) business days from the date of the mailing of such notice, pay the full amount then due to Mid-Kansas, together with interest thereon, up to the maximum rate of interest permitted by law, from the date it became due, and all costs of collection, including attorney's fees, incurred by Mid-Kansas with respect to such amounts due, then such failure shall constitute a "**Payment Default**" on the part of the Member. Mid-Kansas shall promptly provide written notice to the Other Purchasers of the Payment Default.

8.1.1. Upon a Payment Default, Mid-Kansas may suspend service to the Member for all or any part of the period of continuing default. During any suspension of service, the Member shall have no right to any electric capacity or associated energy or to exercise any other rights hereunder. Mid-

Kansas' right to suspend service shall not be exclusive, but in addition to all other remedies available to Mid-Kansas at law or in equity. No suspension of service or termination of this Agreement or recovery of additional revenues from the Other Purchasers shall relieve the Member of its obligations hereunder, which are absolute and unconditional. Mid-Kansas shall credit the obligations of the Member during any suspension of service with the monies actually received by Mid-Kansas from sales of capacity and energy that would have been available to serve the Member, but Mid-Kansas shall not be responsible for failure to mitigate the consequences of the Member's failure to pay in absence of gross negligence or willful misconduct.

8.1.2. Mid-Kansas may terminate this Agreement if (a) a Payment Default shall have occurred and be continuing and (b) such termination is approved by at least two-thirds of Mid-Kansas' Board of Directors and at least two-thirds of the Other Purchasers (as evidenced by resolutions of the boards of directors of such Other Purchasers specifically approving the termination).

8.1.3. The fact that the Other Purchasers have paid increased rates and charges shall not relieve the Member of its liability for the amount owed by it to Mid-Kansas, and any of the Other Purchasers, either individually or as part of a group, shall have such right of recovery from the Member as may be provided by law. Mid-Kansas or any of the Other Purchasers as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of the Member under this Agreement.

8.2. Mid-Kansas' Failure to Deliver. If Mid-Kansas fails to deliver electric capacity and energy as a result of the breach of its duties to the Member hereunder, Mid-Kansas shall promptly reimburse the Member for the cost of electric capacity and energy required to replace such capacity and energy, but the Member shall not be entitled to terminate this Agreement or to withhold payments required to be made pursuant to this Agreement.

8.3. Performance Default. If either party fails to comply with any of the terms, conditions and covenants of this Agreement (and such failure does not constitute a Payment Default by the Member), the non-defaulting party shall give the defaulting party written notice of the default (a "**Performance Default**"). The defaulting party shall have a period of thirty (30) days after receipt of such notice to commence reasonable efforts to cure such Performance Default, and it shall have an additional thirty (30) days to cure such Performance Default. Thereafter, if such Performance Default is continuing, the non-defaulting party, subject to the provisions of subsection 8.4.1, shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement.

8.4. Remedies.

8.4.1. No remedy conferred upon or reserved to Mid-Kansas or the Member under this Agreement is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing and every such remedy shall be cumulative and shall be in addition to every other such remedy, provided that no Performance Default by Mid-Kansas shall permit the Member to terminate this Agreement or relieve the Member of its obligation to make payments pursuant to this Agreement, which obligation shall be absolute and unconditional.

8.4.2. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

8.4.3. Subject to the rights of legal and regulatory review, any determination made by the Board of Directors of Mid-Kansas as provided in subsections 5.2, 5.6, and 7.3.2 of this Agreement shall be conclusive and binding as to the Member and all Other Purchasers.

8.5. Other Purchaser Approvals. At any time that a Payment Default exists, the Member shall not have a right to vote on any proposed action that requires approval of a specified percentage of the Other Purchasers. The determination of whether the specified percentage of Other Purchasers approved any proposed action shall be calculated on the basis of the total number of Other Purchasers entitled to vote on the proposed action.

9. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. Each of the Schedules hereto is incorporated herein by reference.

9.2. Amendments. This Agreement and each of the All Requirement Contracts with Other Purchasers can be amended without the consent of any Other Purchasers other than the party to such agreement; provided, however, that Mid-Kansas must offer to make a corresponding amendment to the All Requirement Contracts of Other Purchasers. The Member acknowledges that this Agreement may, as a consequence of the foregoing, be different from any one or more of the Other Purchaser All Requirement Contracts.

9.3. Conflicts. The provisions of this Agreement, including the Schedules hereto, shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Agreement and the provisions of any amendments to the Schedules, provisions of this Agreement shall govern.

9.4. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

9.5. Severability If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

10. FORCE MAJEURE

10.1 Effect of Force Majeure Event. Each party shall be excused from performance and shall not be construed to be in default in respect of any obligation hereunder, for so long as failure to perform such obligation is due to a **Force Majeure Event**; provided, however, that notwithstanding anything in this Section 10 to the contrary a Force Majeure Event shall not excuse either party from the obligation to make payments for any obligation.

10.2 Notice of Force Majeure Event. If either party desires to invoke a Force Majeure Event as a cause for delay in its performance of, or failure to perform, any obligation (other than the payment of money) hereunder, it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to a Force Majeure Event, advise the other party in writing of such date and the nature and expected duration and effect of such Force Majeure Event (a Notice). Promptly, but in any event within ten (10) days, after a **Notice** is given pursuant to the preceding sentence, the Parties shall meet (or otherwise communicate) to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such Force Majeure Event.

10.3 Mitigation of Force Majeure Event. Each party suffering a Force Majeure Event shall take, or cause to be taken, such reasonably diligent actions as it may consider necessary, consistent with **Prudent Utility Practice**, to attempt to counteract or to mitigate, in all material respects, the effects of such Force Majeure Event. No party shall be entitled to any relief from failure to perform any obligation otherwise excused by a Force Majeure Event to the extent such party fails to take such actions in an attempt to so counteract or mitigate. The Parties shall take all commercially diligent measures to resume normal

performance under this Agreement after the cessation of any Force Majeure Event.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

11.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement.

11.1.2. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

11.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

11.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such party of its obligations under this Agreement, except such Authorizations as have been duly obtained or made.

11.1.5. None of the execution or delivery of this Agreement, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any **Applicable Law** currently in effect, the conflict or breach of which would have a **Material Adverse Effect**, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

11.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is

acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Agreement.

11.2. Bringdown of Representations and Warranties. Upon the effective date as provided in Section 6, each party shall deliver to the other party a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 11 is true and correct as of the effective date.

11.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF MID-KANSAS TO THE MEMBER HEREUNDER, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 11. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

12. GOVERNING LAW. Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

13. INTERPRETATION.

13.1 Rules of Construction. In this Agreement, including any Schedules, unless a clear contrary intention appears:

- (i) the singular includes the plural and *vice versa*;
- (ii) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Agreement;
- (iii) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (iv) the captions, section and subsection headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the

- interpretation of or construction of the provisions of this Agreement;
- (v) where technical terms are used in this Agreement, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
 - (vi) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision hereof;
 - (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
 - (viii) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

13.2 No Primary Drafter. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

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

MID-KANSAS ELECTRIC COMPANY, LLC

Attest:

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

Attest:

**WESTERN COOPERATIVE ELECTRIC
ASSOCIATION, INC.**

[Name]
Secretary

[name]

EXHIBIT 1 - DEFINITIONS

"Accounting Requirements" is defined in *Schedule B-2*.

"Agreement" is defined in the introductory paragraph.

"All Requirements Contracts" is defined in the tenth Whereas Clause.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Agreement or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

"Assignment for Security" is defined in subsection 7.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Aquila" is defined in the second Whereas Clause.

"Change in Law" means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after the date hereof that were not enforced generally or in effect on or prior to such date.

"Force Majeure Event" means any event which wholly or partly prevents or delays the affected party's performance of any obligation arising under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the party affected, and (b) such event could not have been reasonably prevented by such affected party through the exercise of due diligence, and (c) such event is not the direct or indirect result of an affected party's negligence or the failure of such affected party to perform any of its obligations under this Agreement. Events that, subject to the foregoing, could qualify as Force Majeure Events include flood, tsunami, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornadoes and other severe weather to the extent that the System was not constructed to withstand such weather without damage, war (declared or undeclared), strikes and other labor disputes (including collective bargaining disputes and lockouts) not directed exclusively at Mid-Kansas or the Member, riot or similar civil disturbance, acts of God or the public enemy (including acts of terrorism),

blockade, insurrection, revolution, sabotage, expropriation or confiscation, unavailability of fuel, power or raw materials, or a Change in Law. Force Majeure Events shall not include strikes and other labor disputes (including collective bargaining disputes and lockouts) involving only employees of Mid-Kansas or Member or a change in economic circumstance unless such change was itself the result of a Force Majeure Event.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the fourth Whereas Clause.

"KCC" shall mean the Kansas Corporation Commission, or the successor agency, if any, succeeding to its power and authority over Mid-Kansas or the Member.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member's WPK Territory" is defined in subsection 2.1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the second Whereas Clause.

"Notes" is defined in the third Whereas Clause.

"Notice" shall mean a written notice given in accordance with the procedures in **Schedule B-2**.

"Other Purchasers" is defined in the tenth Whereas Clause.

"Payment Default" is defined in subsection 8.1.

"Performance Default" is defined in subsection 8.3.

"Pioneer" is defined in the second Whereas Clause.

"Prudent Utility Practice" is defined in **Schedule B-2**.

"Secured Obligations" is defined in the fourth Whereas Clause.

"Sunflower" is defined in the first Whereas Clause.

"Sunflower Members" is defined in the first Whereas Clause.

"System" is defined in the third Whereas Clause.

"Trustee" is defined in the fourth Whereas Clause.

"WPK System" is defined in the second Whereas Clause.

**SCHEDULE A-1
MEMBER'S WPK TERRITORY**

[As set forth in the Joint Application at Exhibit A-4 and finally determined by the Commission]

**SCHEDULE A-2
POINTS OF DELIVERY**

**This version of Schedule A-2 has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

<u>Description</u>	<u>Meter Application</u>	<u>Metered Voltage</u>	<u>City</u>	<u>County</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Legal (S-T-R)</u>
Ellsworth	Delivery	34500	Ellsworth	Ellsworth	38.73975	-98.244333	NE/4 S19-T15S-R8W
Murfin Drilling	Delivery by MWE, bill by MKEC	7200			38.586849	-98.202126	
Otis	Delivery (2 Meters)	34500	Otis	Rush	38.559417	-99.107472	E/2 S20-T17S-R16W
Plainville	Delivery	34500	Plainville	Rooks	38.038889	-98.811944	12-19S-14W
Russell	Delivery	34500	Russell	Russell	38.892361	-98.795972	W/2 S29-T13S-R13W
Waldo	Delivery	34500	Waldo	Russell	39.117751	-98.786806	NE/4 S8-T11S-R13W
Codell	Exchange	13800	Codell	Rooks	39.235916	-99.177246	
Palco	Exchange	13800	Palco	Rooks	N39 16 37.5	W99 34 05.9	
Plainville	Exchange	34500	Plainville	Rooks	38.038889	-98.811944	12-19S-14W
Great Bend Station North	Exchange	34500	Heizer	Barton	38.413364	-98.86702	9-19S-14W
Kansas Brick & Tile	Exchange	34500	Hoisington	Barton	-98.869873	-98.775024	20-18S-13W
Kansas Brick & Tile	Exchange	13800	Hoisington	Barton	-98.869873	-98.775024	20-18S-13W
Woodston	Exchange	13800	Woodston	Rooks	39 19 10.7	99 12 49.2	
Bushton Junction	Delivery by MWE, bill by MKEC	13800			38.536552	-98.406578	

SCHEDULE B

**This version of Schedule B has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**SCHEDULE B-1
RATES**

The wholesale rate as established in Docket 09-MKEE-969-RTS.

**SCHEDULE B-2
TERMS AND CONDITIONS**

1. STANDARD OF CONDUCT

Mid-Kansas and the Member shall each perform its obligations under the Agreement in accordance with Prudent Utility Practice. "**Prudent Utility Practice**" shall have the same definition as "Good Utility Practice" under the Southwest Power Pool, Inc. (SPP) Open Access Transmission Tariff for Service Offered by Southwest Power Pool, as in effect from time to time, which provides as follows:

1.1. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4)

2. METERS

2.1. Meter Readings. Mid-Kansas shall read meters monthly.

2.2. Meter Testing and Billing Adjustment. Mid-Kansas shall test and calibrate meters by comparison with accurate standards at intervals determined in accordance with Good Utility Practices. Mid-Kansas shall also make special meter tests at any time at The Member's request. The cost of all tests shall be borne by Mid-Kansas; provided, however, that if any special meter test, made at the Member's request, shall disclose that the meters are recording accurately, the Member shall reimburse Mid-Kansas for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The reading of any meter that shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and Mid-Kansas shall agree as to the amount of energy furnished during such period and Mid-Kansas shall render a bill therefore.

2.3 Notice of Meter Reading or Test. Mid-Kansas shall give the Member Notice in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

3. Billing

3.1. Statements and Invoices.

3.1.1. Mid-Kansas shall submit monthly invoices to the Member for power purchased within five (5) business days after the end of each month.

3.1.2. Within the later of the tenth (10th) business day after Member's receipt of the invoice and the first business day following the twenty-fifth (25th) day of such month, Member shall pay the monthly charges in the amount specified in the invoice.

3.1.3. Any amounts due under this Agreement and not paid by the due date will be deemed delinquent and will accrue interest at the rate set by the Board of Directors from time to time. All amounts not disputed within six (6) months of the applicable invoices shall be final and not contestable.

4. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS.

4.1. **Rights of Access.** Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

4.2. **Accounting Records.** Mid-Kansas shall keep accurate records and accounts in accordance with standard accounting practices. Promptly after the close of each fiscal year (and not later than 120 days after the end of each fiscal year), Mid-Kansas shall cause such records and accounts of all transactions of Mid-Kansas with respect to such fiscal year to be subject to an annual audit by a firm of independent certified public accountants experienced in electric utility accounting and possessing a national reputation in accounting and auditing. The Mid-Kansas shall without delay provide a copy of each such annual audit, including all written comments and recommendations of such accountants to the Member. "Accounting Requirements" means the requirements of generally accepted accounting principles applicable from time to time to companies similar to Mid-Kansas.

4.3. **Access to Books and Records.** The Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of Mid-Kansas as may be appropriate to determine the accuracy of any charges or payments required to be made by the Member to Mid-Kansas. If such books, records and supporting worksheets and

data of Mid-Kansas contain information about one or more Other Purchasers, Mid-Kansas shall excise any identification of specific Other Purchasers or provide such information to an independent certified public accountant or other independent representative of the Member under a confidentiality agreement. If, after such examination of Mid-Kansas records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

5. NOTICES.

Unless otherwise specifically provided in the Agreement (including another Schedule) all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (iv) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 5, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Western Cooperative Electric Association, Inc.
Attention: General Manager
635 S. 13th St.
WaKeeney, Kansas 67672
Phone: (785)-743-5561
Fax: (785)-743-2717

EXHIBIT B-5
To Joint Application

WHOLESALE REQUIREMENTS AGREEMENT

BETWEEN

MID-KANSAS ELECTRIC COMPANY, LLC

AND

SOUTHERN PIONEER ELECTRIC COMPANY

DATED AS OF

_____, 2013

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EXHIBIT A Definitions

SCHEDULES

Schedule A

- A-1 Member's WPK Territory
- A-2 Delivery Points

Schedule B

- B-1 Rate
- B-2 Terms and Conditions

WHOLESALE REQUIREMENTS AGREEMENT

THIS WHOLESALE REQUIREMENTS AGREEMENT (Agreement), dated as of _____, 2013, (together with permitted amendments hereto, this Agreement) is entered into between **MID-KANSAS ELECTRIC COMPANY, LLC (Mid-Kansas)**, a not for profit limited liability company organized and existing under the laws of the State of Kansas, and **SOUTHERN PIONEER ELECTRIC COMPANY(the Member)**, an electric cooperative organized and existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, Sunflower Electric Power Corporation (**Sunflower**), a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the **Sunflower Members**); and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (**Pioneer**)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the **Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (the **WPK System**) of Aquila, Inc., d/b/a Aquila Networks-WPK (**Aquila**) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes and bonds (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) were secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas, has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement,

dated as of July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower has operated Mid-Kansas's System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas's load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligation to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that all capacity and energy required to supply such customers be acquired from Mid-Kansas; and

WHEREAS, the Member acknowledges that it is in the best interest of the transferred customers that it acquire all necessary capacity and energy to supply such customers from Mid-Kansas; and

WHEREAS, in reliance upon the commitments of Mid-Kansas herein set forth, the Member is entering into this Agreement and the Member acknowledges by entering into this Agreement that Mid-Kansas (i) has obtained and will obtain financing, (ii) has invested and will in the future invest in plant and facilities, (iii) has developed and will continue to develop an organizational structure, management team and staff directly or by contracting with Sunflower or others, (iv) has engaged and will continue to engage in planning, and (v) has made and will continue to make commitments relating to long-term power supply arrangements, all on the basis of the cash flow produced by this Agreement and similar contracts between Mid-Kansas and each of the other Mid-Kansas Members; and

WHEREAS, Mid-Kansas intends to enter into similar contracts with each of the Mid-Kansas Members and may enter into similar contracts with other entities that become Mid-Kansas Members in the future (collectively the **Other Purchasers**) and this Agreement and those executed by the other Mid-Kansas Members concurrently herewith together with such additional contracts being, as they may be amended, supplemented, modified, extended or restated from time to time, (collectively, the **All Requirements Contracts**); and

WHEREAS, Mid-Kansas has incurred and will incur debt to construct, improve or acquire facilities that are intended to directly or indirectly benefit the Member and its members or customers as well as other Mid-Kansas Members, although the Member recognizes that such benefits cannot be assured; and

WHEREAS, the Member has determined that its interest and the interest of its own members or customers will be best served by entering into this Agreement with Mid-Kansas in lieu of undertaking the risks of developing other sources of electricity itself or of purchasing electricity from other sources; and

WHEREAS, this Agreement and payments due to Mid-Kansas under this Agreement are pledged and assigned to secure the Secured Obligations as provided in the Indenture and the holders of the Secured Obligations are relying on this Agreement and other All Requirements Contracts to assure that the Secured Obligations are repaid and Mid-Kansas and the Member, by executing this Agreement, acknowledge that reliance; and

WHEREAS, the Member desires to purchase capacity and energy from Mid-Kansas, and Mid-Kansas desires to sell, capacity and energy to the Member on the terms and conditions set forth in this Agreement as follows:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Mid-Kansas and the Member hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein are as defined in *Exhibit 1*.

2. **PURCHASE AND SALE.**

2.1. Partial Requirements Obligation. Except as otherwise provided in this Section, Mid-Kansas shall sell and deliver to the Member and the Member shall purchase and receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The "**Member's WPK Territory**" shall mean that portion of Mid-Kansas' exclusive certified service territory assigned to the Member by Mid-Kansas pursuant to order of the KCC, as more fully described on *Schedule A-1* hereto.

2.2. Other Purchase Obligation. In the event that, pursuant to the Public Utility Regulatory Policies Act of 1978 or other similar provisions of law as in effect from time to time, electric power is purchased from a small power production facility, a cogeneration facility or other facility, the Member shall make, unless otherwise required at law, the required purchases at a rate not to exceed

Mid-Kansas' avoided costs as established by Mid-Kansas. At Mid-Kansas' option the Member shall then sell such electric power to Mid-Kansas at a price not to exceed such rate. The Member may appoint Mid-Kansas to act as its agent in all dealings with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

3. **ELECTRIC CHARACTERISTICS.** Electric power and energy to be furnished hereunder shall be alternating current, three phase, 3 and/or 4 wire, sixty Hertz.

4. **POINTS OF DELIVERY AND DELIVERY FACILITIES.**

4.1. **Delivery Points.** The points of delivery and delivery voltage shall be as indicated in ***Schedule A-2***, and such other points as may be agreed upon by Mid-Kansas and the Member; provided, however, that no service shall be provided and no additional points of delivery shall be added for the Member to serve customers outside of the Member's WPK Territory without the consent of Mid-Kansas, which shall be in its sole determination.

4.2. **Risk of Loss.** Title and risk of loss of energy shall pass from Mid-Kansas to the Member at such delivery points. As between the parties hereto, Mid-Kansas shall be deemed to be in exclusive control (and responsible for any injury and damage caused thereby) of the electric capacity and energy prior to each delivery point, and the Member shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric capacity and energy at and from each delivery point.

4.3. **Load Scheduling and New Delivery Points.** Bulk power supply planning shall be the responsibility of Mid-Kansas. The Member shall keep Mid-Kansas advised concerning anticipated loads at established points of delivery and the need for additional points of delivery within the Member's WPK Territory by furnishing to Mid-Kansas each year, on a date to be established by Mid-Kansas from time to time and communicated to the Member.

4.4. **Cost Responsibility.** Mid-Kansas shall be responsible for the facilities to deliver power and energy to the point(s) of delivery. The Member shall make and pay for all final connections between the systems of Mid-Kansas and the Member at the points of delivery, including installing, owning and maintaining the necessary substation equipment at the points of connection and owning and maintaining switching and protective equipment that may be reasonably necessary to enable the Member to take and use the capacity and energy hereunder and to protect the system of Mid-Kansas.

4.5. Metering Equipment. Meters and metering equipment shall be furnished, maintained and read by Mid-Kansas and shall be located as indicated on **Schedule A-2**, and such other point or points as may be agreed upon by Mid-Kansas and the Member, but there shall be no adjustments of meter readings for transmission or transformation losses between the points of delivery and the metering points unless otherwise mutually agreed between the Parties.

5. RATES

5.1. General. The Member shall make payments to Mid-Kansas in accordance with the rates and charges and on the terms and conditions set forth herein and in **Schedule B** as such rate shall be amended from time to time by Mid-Kansas pursuant to this Section. The Member agrees that the rate from time to time established by the Board of Directors of Mid-Kansas shall be deemed to be substituted for the rate provided herein.

5.2. Periodic Review The Board of Directors of Mid-Kansas, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates and charges under this Agreement and under the All Requirements Contracts with the Other Purchasers and, if necessary, shall revise such rates and charges so that such rates and charges shall produce revenues that shall be sufficient, but only sufficient, with the revenues of Mid-Kansas from all other sources, to meet all of Mid-Kansas' costs, including, without limitation, the following items of cost:

- (a) payments of principal and premium, if any, and interest on all debt issued by Mid-Kansas, including without limitation, the Secured Obligations;
- (b) all costs for the addition and extension of its system, including without limitation, any costs of suspended or abandoned construction, and amounts that Mid-Kansas may be required to pay for the prevention or correction of any loss or damage to its generating plants, transmission system or related facilities or for renewals, replacements, repairs, additions, improvements, betterments, and modifications that are necessary to keep any such facilities whether owned by Mid-Kansas or available to Mid-Kansas under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (c) costs of operating and maintaining Mid-Kansas' generating plants, transmission system or related facilities and of producing and delivering power and energy there from

-
- (including , without limitation, fuel costs, administrative and general expenses and working capital, for fuel or otherwise, regulatory costs, insurance premiums, and taxes or payments in lieu thereof);
- (d) the cost of any capacity and energy purchased for resale under the All Requirements Contracts and the costs of transmission, scheduling, dispatching and controlling services for delivery of capacity and energy for service under the All Requirements Contracts;
 - (e) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties;
 - (f) any additional cost or expense not specified in the other items of this subsection 5.2 imposed or permitted at law or by any regulatory agency or that is paid or incurred by Mid-Kansas relating to its generating plants, transmission system or related facilities or relating to the provision of services to the Mid-Kansas Members that is not otherwise included in any of the costs specified herein.
 - (g) amounts required to be paid by Mid-Kansas under any contract to which it is a party not covered under any other clause of this subsection 5.2 including, without limitation, amounts payable with respect to interest rate swaps, option contract and hedging contracts;
 - (h) reserves Mid-Kansas shall determine to be necessary for the payment of those items of costs and expenses referred to in this subsection 5.2 to the extent not already included in any other clause of this subsection 5.2; and
 - (i) additional amounts or margins that must be realized by Mid-Kansas in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on its debt contained in any indenture or contract with holders of its debt or that the Board of Directors deems advisable.

5.3. Reasonable Rates. The rates and charges and terms and conditions of service provided by Mid-Kansas hereunder shall be just and reasonable and not unduly discriminatory, but shall at all times be sufficient to

comply with the requirements of subsection 5.2. Mid-Kansas shall cause a notice in writing to be given to the Member and all other Mid-Kansas Members, which shall set out all the proposed revisions in rates, and the applicable effective date. The parties agree that the rates established hereunder are just and reasonable under the current circumstances and reflect their determination of what would be just and reasonable under future conditions. The rates take into account specific benefits achieved by the parties through this Agreement and not otherwise available to the parties, and reflect the sharing of those benefits without undue discrimination against any current or future customer of Mid-Kansas.

5.4. Member's Unconditional Obligation to Pay. The Member shall make all payments that are required pursuant to this Agreement in a timely manner, whether or not: (a) electric capacity and energy has or is being provided to the Member hereunder, (b) Mid-Kansas is able to purchase or otherwise obtain electric capacity and energy from any source, or (c) any similar contract with any of the Other Purchasers is invalid, in each such case for any reason whatsoever and whether or not due to the conduct, acts or omissions of Mid-Kansas. Such payments by the Member shall not be subject to any reduction, whether by offset, recoupment or otherwise, and shall not be conditioned upon performance by the Other Purchasers or Mid-Kansas under this Agreement or any other agreement or instrument. This subsection 5.4 shall not be construed to release Mid-Kansas from the performance of any of its obligations expressed in this Agreement or, except to the extent expressly provided in this Agreement, prevent or restrict the Member from asserting any rights that it may have against Mid-Kansas or any other person under this Agreement or any other agreement or under any provision of law or prevent or restrict the Member, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

5.5. Member's Rate Covenant. Subject to any regulatory approval, if required, the Member covenants and agrees to establish, maintain and collect rates and charges for the service of its electric system, and to conduct its business, in a manner that shall produce revenues and receipts at least sufficient to enable the Member to pay to Mid-Kansas, when due, all amounts payable by the Member under this Agreement and to pay any and all other amounts payable from, or that might constitute a charge and a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

5.6. Terms and Conditions. The terms and conditions of service applicable to the Member and the Other Purchasers (which reflect

implementing details of this Agreement), as amended from time to time by action of the Board of Directors of Mid-Kansas, are set forth in **Schedule B-2**, and include:

- (a) The intervals at which Mid-Kansas shall read, or cause to be read, the electric meters;
- (b) the date on which, and the office to which, all accounts shall be paid for capacity and energy furnished by Mid-Kansas;
- (c) except as governed by Section 8, the penalty to a Mid-Kansas Member who shall fail to pay its bill within the designated pay period, which penalty shall include, but not limited to, late payment charges and conditions under which Mid-Kansas may discontinue delivery of capacity and energy;
- (d) the time and manner of delivery of notices;
- (e) the requirements for meter testing and cost of such tests;
- (f) billing adjustments;
- (g) notices for meter reading or other tests; and
- (h) access rights.

6. EFFECTIVENESS AND TERM. This Agreement is dated as of the date specified in the introductory paragraph and shall become effective upon the latest to occur of the following: (a) execution and delivery by Mid-Kansas and the Member of this Agreement, (b) any required approvals of secured parties of Mid-Kansas and the Member, (c) any required approvals by the KCC; and, (d) delivery of the certificates required pursuant to Section 11.2. Upon becoming effective, this Agreement shall remain in effect until March 31, 2052, and from year to year thereafter unless terminated by either party's giving to the other not less than three years' prior written notice of its intention to terminate.

7. ASSIGNMENTS.

7.1. General.

7.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 7.2 and 7.3 unless prior consent to such assignment is given in writing by the other party. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting

7.1.2. No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either party from its rights or obligations under this Agreement.

7.2. Assignment for Security.

7.2.1. Notwithstanding any other provision of this Agreement, a party, without the other party's consent may assign, transfer, mortgage or pledge its interest in this Agreement as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign, transfer, mortgage or pledge this Agreement, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest or lien for the benefit of any third party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing obligations of Mid-Kansas).

7.2.2. After any Assignment for Security to a secured party (including, without limitation, the indenture trustee under the Indenture or any other indenture securing the obligations of Mid-Kansas), the secured party, without the approval of the other party to this Agreement, may

(a) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such

security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

7.3. Corporate Reorganization.

7.3.1. Mid-Kansas may sell, assign any or all of its rights, and/or delegate any or all of its duties under this Agreement to (a) Sunflower; (b) an entity organized by the Mid-Kansas Members in order to segregate the generation assets of Mid-Kansas from the transmission assets of Mid-Kansas; or, (c) in connection with any sale, lease or transfer of all or substantially all of Mid-Kansas' assets or reorganization, merger or consolidation of Mid-Kansas with another entity in which Mid-Kansas is not the survivor; provided that in any such case the surviving entity shall expressly assume by written agreement executed and delivered to the Member, the performance and observance of the provisions of this Agreement required to be performed or observed by Mid-Kansas.

7.3.2. With respect to the Member:

(a) The Member may not, without the approval in writing of Mid-Kansas, take, or suffer to be taken, any steps for corporate reorganization or dissolution, or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. Mid-Kansas will not unreasonably withhold or condition its consent to any reorganization, dissolution, consolidation, or merger, or to any sale, lease or transfer (or any agreement therefore) of assets.

(b) Mid-Kansas may withhold or condition its consent required pursuant to any provision of Section 7 in cases where to do otherwise would result in rate increases for the Other Purchasers, impair the ability of Mid-Kansas to repay its debt or any other obligations in accordance with their terms, or adversely affect System performance in a material way.

(c) Notwithstanding the foregoing, the Member may take, or suffer to be taken, any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired without Mid-Kansas' consent, so long as the Member shall pay such portion of the outstanding indebtedness on Mid-Kansas' debt or other obligations as shall be determined by Mid-Kansas and shall otherwise comply with such reasonable terms and conditions as Mid-Kansas may require either (i) to eliminate any adverse effect

that such action seems likely to have on the rates of the other members of Mid-Kansas or (ii) to assure that Mid-Kansas' ability to repay its debt and other obligations of Mid-Kansas in accordance with their terms is not impaired.

(d) For purposes of Section 7 a transaction to "sell, lease or transfer (or make any agreement therefore) of a substantial portion of its assets" shall be deemed to have occurred if such transaction or the cumulative of all of the Member's transactions covered by Section 7 will (i) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, equal ten percent (10%) or more of the Member's total utility plant or assets and/or, (ii) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, has reduced or will reduce the Member's power requirements by more than five percent (5%) over the Member's power requirements had the transaction or transactions not occurred.

7.4. Receiver or Trustee in Bankruptcy. The parties intend that the obligations of the Member under this Agreement shall not be affected by a receiver, a trustee in bankruptcy, a mortgagee or an indenture trustee taking charge of the assets or business of Mid-Kansas, and that such receiver, trustee, mortgagee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement by the Board of Directors of Mid-Kansas.

8. EVENTS OF DEFAULT AND REMEDIES.

8.1. Payment Default. If the Member fails to make full payment to Mid-Kansas when required to be made under the provisions of this Agreement, and such failure continues for a period of ten (10) business days, Mid-Kansas shall give or cause to be given written notice to the Member. If the Member does not, within ten (10) business days from the date of the mailing of such notice, pay the full amount then due to Mid-Kansas, together with interest thereon, up to the maximum rate of interest permitted by law, from the date it became due, and all costs of collection, including attorney's fees, incurred by Mid-Kansas with respect to such amounts due, then such failure shall constitute a "**Payment Default**" on the part of the Member. Mid-Kansas shall promptly provide written notice to the Other Purchasers of the Payment Default.

8.1.1. Upon a Payment Default, Mid-Kansas may suspend service to the Member for all or any part of the period of continuing default. During any suspension of service, the Member shall have no right to any electric capacity or associated energy or to exercise any other rights hereunder. Mid-

Kansas' right to suspend service shall not be exclusive, but in addition to all other remedies available to Mid-Kansas at law or in equity. No suspension of service or termination of this Agreement or recovery of additional revenues from the Other Purchasers shall relieve the Member of its obligations hereunder, which are absolute and unconditional. Mid-Kansas shall credit the obligations of the Member during any suspension of service with the monies actually received by Mid-Kansas from sales of capacity and energy that would have been available to serve the Member, but Mid-Kansas shall not be responsible for failure to mitigate the consequences of the Member's failure to pay in absence of gross negligence or willful misconduct.

8.1.2. Mid-Kansas may terminate this Agreement if (a) a Payment Default shall have occurred and be continuing and (b) such termination is approved by at least two-thirds of Mid-Kansas' Board of Directors and at least two-thirds of the Other Purchasers (as evidenced by resolutions of the boards of directors of such Other Purchasers specifically approving the termination).

8.1.3. The fact that the Other Purchasers have paid increased rates and charges shall not relieve the Member of its liability for the amount owed by it to Mid-Kansas, and any of the Other Purchasers, either individually or as part of a group, shall have such right of recovery from the Member as may be provided by law. Mid-Kansas or any of the Other Purchasers as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of the Member under this Agreement.

8.2. Mid-Kansas' Failure to Deliver. If Mid-Kansas fails to deliver electric capacity and energy as a result of the breach of its duties to the Member hereunder, Mid-Kansas shall promptly reimburse the Member for the cost of electric capacity and energy required to replace such capacity and energy, but the Member shall not be entitled to terminate this Agreement or to withhold payments required to be made pursuant to this Agreement.

8.3. Performance Default. If either party fails to comply with any of the terms, conditions and covenants of this Agreement (and such failure does not constitute a Payment Default by the Member), the non-defaulting party shall give the defaulting party written notice of the default (a "**Performance Default**"). The defaulting party shall have a period of thirty (30) days after receipt of such notice to commence reasonable efforts to cure such Performance Default, and it shall have an additional thirty (30) days to cure such Performance Default. Thereafter, if such Performance Default is continuing, the non-defaulting party, subject to the provisions of subsection 8.4.1, shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement.

8.4. Remedies.

8.4.1. No remedy conferred upon or reserved to Mid-Kansas or the Member under this Agreement is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing and every such remedy shall be cumulative and shall be in addition to every other such remedy, provided that no Performance Default by Mid-Kansas shall permit the Member to terminate this Agreement or relieve the Member of its obligation to make payments pursuant to this Agreement, which obligation shall be absolute and unconditional.

8.4.2. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

8.4.3. Subject to the rights for legal or regulatory review, any determination made by the Board of Directors of Mid-Kansas as provided in subsections 5.2, 5.6, and 7.3.2 of this Agreement shall be conclusive and binding as to the Member and all Other Purchasers.

8.5. Other Purchaser Approvals. At any time that a Payment Default exists, the Member shall not have a right to vote on any proposed action that requires approval of a specified percentage of the Other Purchasers. The determination of whether the specified percentage of Other Purchasers approved any proposed action shall be calculated on the basis of the total number of Other Purchasers entitled to vote on the proposed action.

9. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. Each of the Schedules hereto is incorporated herein by reference.

9.2. Amendments. This Agreement and each of the All Requirement Contracts with Other Purchasers can be amended without the consent of any Other Purchasers other than the party to such agreement; provided, however, that Mid-Kansas must offer to make a corresponding amendment to the All Requirement Contracts of Other Purchasers. The Member acknowledges that this Agreement may, as a consequence of the foregoing, be different from any one or more of the Other Purchaser All Requirement Contracts.

9.3. Conflicts. The provisions of this Agreement, including the Schedules hereto, shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Agreement and the provisions of any amendments to the Schedules, provisions of this Agreement shall govern.

9.4. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

9.5. Severability If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

10. FORCE MAJEURE

10.1 Effect of Force Majeure Event. Each party shall be excused from performance and shall not be construed to be in default in respect of any obligation hereunder, for so long as failure to perform such obligation is due to a **Force Majeure Event**; provided, however, that notwithstanding anything in this Section 10 to the contrary a Force Majeure Event shall not excuse either party from the obligation to make payments for any obligation.

10.2 Notice of Force Majeure Event. If either party desires to invoke a Force Majeure Event as a cause for delay in its performance of, or failure to perform, any obligation (other than the payment of money) hereunder, it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to a Force Majeure Event, advise the other party in writing of such date and the nature and expected duration and effect of such Force Majeure Event (a Notice). Promptly, but in any event within ten (10) days, after a **Notice** is given pursuant to the preceding sentence, the Parties shall meet (or otherwise communicate) to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such Force Majeure Event.

10.3 Mitigation of Force Majeure Event. Each party suffering a Force Majeure Event shall take, or cause to be taken, such reasonably diligent actions as it may consider necessary, consistent with **Prudent Utility Practice**, to attempt to counteract or to mitigate, in all material respects, the effects of such Force Majeure Event. No party shall be entitled to any relief from failure to perform any obligation otherwise excused by a Force Majeure Event to the extent such party fails to take such actions in an attempt to so counteract or mitigate.

The Parties shall take all commercially diligent measures to resume normal performance under this Agreement after the cessation of any Force Majeure Event.

11. REPRESENTATIONS AND WARRANTIES.

11.1 Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

11.1.1 It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement.

11.1.2 It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

11.1.3 It has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

11.1.4 No Authorization is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such party of its obligations under this Agreement, except such Authorizations as have been duly obtained or made.

11.1.5 None of the execution or delivery of this Agreement, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any **Applicable Law** currently in effect, the conflict or breach of which would have a **Material Adverse Effect** or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a **Material Adverse Effect**.

11.1.6 Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Agreement.

11.2 Bringdown of Representations and Warranties. Upon the effective date as provided in Section 6, each party shall deliver to the other party a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 11 is true and correct as of the effective date.

11.3 EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF MID-KANSAS TO THE MEMBER HEREUNDER, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 11. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

12. GOVERNING LAW. Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

13. INTERPRETATION.

13.1 Rules of Construction. In this Agreement, including any Schedules, unless a clear contrary intention appears:

- (i) the singular includes the plural and *vice versa*;
- (ii) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Agreement;
- (iii) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (iv) the captions, section and subsection headings in this Agreement are inserted for convenience of reference only

and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;

- (v) where technical terms are used in this Agreement, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
- (vi) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision hereof;
- (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (viii) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

13.2 No Primary Drafter. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

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

MID-KANSAS ELECTRIC COMPANY, LLC

Attest:

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

SOUTHERN PIONEER ELECTRIC COMPANY

Attest:

[Name]
Secretary

EXHIBIT 1 - DEFINITIONS

"Accounting Requirements" is defined in *Schedule B-2*.

"Agreement" is defined in the introductory paragraph.

"All Requirements Contracts" is defined in the tenth Whereas Clause.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Agreement or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

"Assignment for Security" is defined in subsection 7.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Aquila" is defined in the second Whereas Clause.

"Change in Law" means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after the date hereof that were not enforced generally or in effect on or prior to such date.

"Force Majeure Event" means any event which wholly or partly prevents or delays the affected party's performance of any obligation arising under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the party affected, and (b) such event could not have been reasonably prevented by such affected party through the exercise of due diligence, and (c) such event is not the direct or indirect result of an affected party's negligence or the failure of such affected party to perform any of its obligations under this Agreement. Events that, subject to the foregoing, could qualify as Force Majeure Events include flood, tsunami, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornadoes and other severe weather to the extent that the System was not constructed to withstand such weather without damage, war (declared or undeclared), strikes and other labor disputes (including collective bargaining disputes and lockouts) not directed exclusively at Mid-Kansas or the Member, riot or similar civil disturbance, acts of God or the public enemy (including acts of terrorism),

blockade, insurrection, revolution, sabotage, expropriation or confiscation, unavailability of fuel, power or raw materials, or a Change in Law. Force Majeure Events shall not include strikes and other labor disputes (including collective bargaining disputes and lockouts) involving only employees of Mid-Kansas or Member or a change in economic circumstance unless such change was itself the result of a Force Majeure Event.

“Governmental Authority” means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

“Indenture” is defined in the fourth Whereas Clause.

“KCC” shall mean the Kansas Corporation Commission, or the successor agency, if any, succeeding to its power and authority over Mid-Kansas or the Member.

“Material Adverse Effect” means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

“Member” is defined in the introductory paragraph.

“Member’s WPK Territory” is defined in subsection 2.1.

“Mid-Kansas” is defined in the introductory paragraph.

“Mid-Kansas Members” is defined in the second Whereas Clause.

“Notes” is defined in the third Whereas Clause.

“Notice” shall mean a written notice given in accordance with the procedures in **Schedule B-2**.

“Other Purchasers” is defined in the tenth Whereas Clause.

“Payment Default” is defined in subsection 8.1.

“Performance Default” is defined in subsection 8.3.

“Pioneer” is defined in the second Whereas Clause.

“Prudent Utility Practice” is defined in **Schedule B-2**.

“Secured Obligations” is defined in the fourth Whereas Clause.

"Sunflower" is defined in the first Whereas Clause.

"Sunflower Members" is defined in the first Whereas Clause.

"System" is defined in the third Whereas Clause.

"Trustee" is defined in the fourth Whereas Clause.

"WPK System" is defined in the second Whereas Clause.

SCHEDULE A-1
MEMBER'S WPK TERRITORY

[As set forth in the Joint Application at Exhibit A-5 and finally determined by the Commission]

**SCHEDULE A-2
POINTS OF DELIVERY**

**This version of Schedule A-2 has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

<u>Description</u>	<u>Meter Application</u>	<u>Metered Voltage</u>	<u>City</u>	<u>County</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Legal (S-T-R)</u>
Air Products	Delivery	13800 (TLC to 115000)	Liberal	Seward	37.161389	-100.763611	SE/4 S23-T33S-R32W
Cudahy	Delivery	34500	Meade	Meade	37.372778	-100.337194	SW/4 S2-T31S-R28W
National Helium	Delivery (2 Meters)	13800 (TLC to 115000)	Liberal	Seward	37.161389	-100.763611	SE/4 S23-T33S-R32W
Liberal East	Delivery	34500	Liberal	Seward	37.051083	-100.885833	NW/4 S35-T34S-R33W
Liberal North	Delivery	34500	Liberal	Seward	37.0755	-100.905083	E/2 S21-T34S-R33W
Liberal South (Pine St.)	Delivery	34500	Liberal	Seward	37.024667	-100.907861	NE/4 S9-T35S-R33W
Liberal West	Delivery	34500	Liberal	Seward	37.046417	-100.940944	W/2 S31-T34S-R33W
Greensburg	Delivery	34500	Greensburg	Kiowa	37.579889	-99.322056	E/2 S30-T28S-R18W
Medicine Lodge	Delivery	34500	Medicine Lodge	Harper	37.2845	-98.593001	SE/4 S2-T32S-R12W
National Beef	Delivery (2 Meters)	115000	Liberal	Seward	37.054036	-100.896689	SE4 NE4 S34-T34-R33
Pratt	Delivery	34500	Pratt	Pratt	37.631028	-98.767389	SW/4 S5-T28S-R13W
Satanta (So. Pio.)	Delivery	34500	Satanta	Haskell	37.431728	-100.897175	30-28S-18W
SemCrude	Delivery	34500 (TLC/LLC to Pritchard)	Cunningham	Kingman	37.684971	-98.467224	
Sun City	Delivery	34500	Sun City	Barber	37.389694	-98.919889	SW/4 S36-T30S-R15W
Calista	Exchange	13800	Calista	Kingman	37.639	-98.28	
Chain Ranch	Exchange	34500	Medicine Lodge	Harper	37.296967	-98.349403	
Cimarron River (to CRS)	Exchange	34500	Kismet	Seward	37.161306	-100.761833	SE/4 S23-T33S-R32W
Copeland	Exchange	34500	Copeland	Gray	37.53648	-100.652618	
Greensburg	Exchange	34500	Greensburg	Kiowa	N37 34 48.0	W99 19 19.3	
Hazelton	Exchange	34500	Hazelton	Barber	N37 08 25.9	W98 20 54.1	
Minneola	Exchange	34500	Minneola	Clark	N37 27 41.2	W100 00 56.8	
Plains	Exchange	34500	Plains	Meade	37.444508	-100.598045	
Zenda	Exchange	13800	Zenda	Kingman	37.442451	-98.289261	
Flat Ridge	Wind Backfeed Power	138000	Medicine Lodge	Barber	37.310806	-98.460278	NE/4 S36-T31S-R11W

Greensburg Windfarm	Wind Backfeed	34500	Greensburg	Kiowa	N37 32.898	W99 19.273	
	Power						
Pratt City	Interchange	115000	Pratt	Pratt	37.631028	-98.767389	SW/4 S5-T28S-R13W

SCHEDULE B

This version of Schedule B has been duly authorized by the Board of Directors of Mid-Kansas and is effective _____.

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**SCHEDULE B-1
RATES**

The wholesale rate as established in Docket 09-MKEE-969-RTS.

**SCHEDULE B-2
TERMS AND CONDITIONS**

1. STANDARD OF CONDUCT

Mid-Kansas and the Member shall each perform its obligations under the Agreement in accordance with Prudent Utility Practice. "**Prudent Utility Practice**" shall have the same definition as "Good Utility Practice" under the Southwest Power Pool, Inc. (SPP) Open Access Transmission Tariff for Service Offered by Southwest Power Pool, as in effect from time to time, which provides as follows:

1.1. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4)

2. METERS

2.1. Meter Readings. Mid-Kansas shall read meters monthly.

2.2. Meter Testing and Billing Adjustment. Mid-Kansas shall test and calibrate meters by comparison with accurate standards determined in accordance with Good Utility Practices. Mid-Kansas shall also make special meter tests at any time at the Member's request. The cost of all tests shall be borne by Mid-Kansas; provided, however, that if any special meter test, made at the Member's request, shall disclose that the meters are recording accurately, the Member shall reimburse Mid-Kansas for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The reading of any meter that shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period the Member and Mid-Kansas shall agree as to the amount of energy furnished during such period and Mid-Kansas shall render a bill therefore.

2.3. Notice of Meter Reading or Test. Mid-Kansas shall give the Member Notice in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

3. Billing

3.1. Statements and Invoices.

3.1.1. Mid-Kansas shall submit monthly invoices to the Member for power purchased within five (5) business days after the end of each month.

3.1.2. Within the later of the tenth (10th) business day after Member's receipt of the invoice and the first business day following the twenty-fifth (25th) day of such month, Member shall pay the monthly charges in the amount specified in the invoice.

3.1.3. Any amounts due under this Agreement and not paid by the due date will be deemed delinquent and will accrue interest at the rate set by the Board of Directors from time to time. All amounts not disputed within six (6) months of the applicable invoices shall be final and not contestable.

4. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS.

4.1. Rights of Access. Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

4.2. Accounting Records. Mid-Kansas shall keep accurate records and accounts in accordance with standard accounting practices. Promptly after the close of each fiscal year (and not later than 120 days after the end of each fiscal year), Mid-Kansas shall cause such records and accounts of all transactions of Mid-Kansas with respect to such fiscal year to be subject to an annual audit by a firm of independent certified public accountants experienced in electric utility accounting and possessing a national reputation in accounting and auditing. Mid-Kansas shall without delay provide a copy of each such annual audit, including all written comments and recommendations of such accountants to the Member.
"Accounting Requirements" means the requirements of generally accepted accounting principles applicable from time to time to companies similar to Mid-Kansas.

4.3. Access to Books and Records. The Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of Mid-Kansas as may be appropriate to determine the accuracy of any charges or payments required to be made by the Member to Mid-Kansas. If such books, records and supporting worksheets and

data of Mid-Kansas contain information about one or more Other Purchasers, Mid-Kansas shall excise any identification of specific Other Purchasers or provide such information to an independent certified public accountant or other independent representative of the Member under a confidentiality agreement. If, after such examination of Mid-Kansas' records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

5. NOTICES.

Unless otherwise specifically provided in the Agreement (including another Schedule) all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (iv) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 5, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Southern Pioneer Electric Company
Attention President & CEO
P.O. Box 430
1850 W. Oklahoma
Ulysses, KS 67880
Phone: (620) 356-1211
Fax: (620) 356-4306
Email: sepperson@pioneerelectric.coop

EXHIBIT B-6
To Joint Application

WHOLESALE REQUIREMENTS AGREEMENT

BETWEEN

MID-KANSAS ELECTRIC COMPANY, LLC

AND

WHEATLAND ELECTRIC COOPERATIVE, INC.

DATED AS OF

_____, 2013

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EXHIBIT A Definitions

SCHEDULES

Schedule A

- A-1 Member's WPK Territory
- A-2 Delivery Points

Schedule B

- B-1 Rate
- B-2 Terms and Conditions

WHOLESALE REQUIREMENTS AGREEMENT

THIS WHOLESALE REQUIREMENTS AGREEMENT (Agreement), dated as of _____, 2013, (together with permitted amendments hereto, this Agreement) is entered into between **MID-KANSAS ELECTRIC COMPANY, LLC (Mid-Kansas)**, a limited liability company organized and existing under the laws of the State of Kansas, and **WHEATLAND ELECTRIC COOPERATIVE, INC. (the Member)**, an electric cooperative organized and existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, Sunflower Electric Power Corporation (**Sunflower**), a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the **Sunflower Members**); and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (**Pioneer**)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the **Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (the **WPK System**) of Aquila, Inc., d/b/a Aquila Networks-WPK (**Aquila**) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes and bonds (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) were secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas, has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement,

dated as of July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower has operated Mid-Kansas's System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas's load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligation to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that all capacity and energy required to supply such customers be acquired from Mid-Kansas; and

WHEREAS, the Member acknowledges that it is in the best interest of the transferred customers that it acquire all necessary capacity and energy to supply such customers from Mid-Kansas; and

WHEREAS, in reliance upon the commitments of Mid-Kansas herein set forth, the Member is entering into this Agreement and the Member acknowledges by entering into this Agreement that Mid-Kansas (i) has obtained and will obtain financing, (ii) has invested and will in the future invest in plant and facilities, (iii) has developed and will continue to develop an organizational structure, management team and staff directly or by contracting with Sunflower or others, (iv) has engaged and will continue to engage in planning, and (v) has made and will continue to make commitments relating to long-term power supply arrangements, all on the basis of the cash flow produced by this Agreement and similar contracts between Mid-Kansas and each of the other Mid-Kansas Members; and

WHEREAS, Mid-Kansas intends to enter into similar contracts with each of the Mid-Kansas Members and may enter into similar contracts with other entities that become Mid-Kansas Members in the future (collectively the **Other Purchasers**) and this Agreement and those executed by the other Mid-Kansas Members concurrently herewith together with such additional contracts being, as they may be amended, supplemented, modified, extended or restated from time to time, (collectively, the **All Requirements Contracts**); and

WHEREAS, Mid-Kansas has incurred and will incur debt to construct, improve or acquire facilities that are intended to directly or indirectly benefit the Member and its members or customers as well as other Mid-Kansas Members, although the Member recognizes that such benefits cannot be assured; and

WHEREAS, the Member has determined that its interest and the interest of its own members or customers will be best served by entering into this Agreement with Mid-Kansas in lieu of undertaking the risks of developing other sources of electricity itself or of purchasing electricity from other sources; and

WHEREAS, this Agreement and payments due to Mid-Kansas under this Agreement are pledged and assigned to secure the Secured Obligations as provided in the Indenture and the holders of the Secured Obligations are relying on this Agreement and other All Requirements Contracts to assure that the Secured Obligations are repaid and Mid-Kansas and the Member, by executing this Agreement, acknowledge that reliance; and

WHEREAS, the Member desires to purchase capacity and energy from Mid-Kansas, and Mid-Kansas desires to sell, capacity and energy to the Member on the terms and conditions set forth in this Agreement as follows:

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Mid-Kansas and the Member hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein are as defined in *Exhibit 1*.

2. **PURCHASE AND SALE.**

2.1. Partial Requirements Obligation. Except as otherwise provided in this Section, Mid-Kansas shall sell and deliver to the Member and the Member shall purchase and receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The "**Member's WPK Territory**" shall mean that portion of Mid-Kansas' exclusive certified service territory assigned to the Member by Mid-Kansas pursuant to order of the KCC, as more fully described on *Schedule A-1* hereto.

2.2. Other Purchase Obligation. In the event that, pursuant to the Public Utility Regulatory Policies Act of 1978 or other similar provisions of law as in effect from time to time, electric power is purchased from a small power production facility, a cogeneration facility or other facility, the Member shall make, unless otherwise required at law, the required purchases at a rate not to exceed

Mid-Kansas's avoided costs as established by Mid-Kansas. At Mid-Kansas's option the Member shall then sell such electric power to Mid-Kansas at a price not to exceed such rate. The Member may appoint Mid-Kansas to act as its agent in all dealings with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

3. **ELECTRIC CHARACTERISTICS.** Electric power and energy to be furnished hereunder shall be alternating current, three phase, 3 and/or 4 wire, sixty Hertz.

4. **POINTS OF DELIVERY AND DELIVERY FACILITIES.**

4.1. **Delivery Points.** The points of delivery and delivery voltage shall be as indicated in **Schedule A-2**, and such other points as may be agreed upon by Mid-Kansas and the Member; provided, however, that no service shall be provided and no additional points of delivery shall be added for the Member to serve customers outside of the Member's WPK Territory without the consent of Mid-Kansas, which shall be in its sole determination.

4.2. **Risk of Loss.** Title and risk of loss of energy shall pass from Mid-Kansas to the Member at such delivery points. As between the parties hereto, Mid-Kansas shall be deemed to be in exclusive control (and responsible for any injury and damage caused thereby) of the electric capacity and energy prior to each delivery point, and the Member shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric capacity and energy at and from each delivery point.

4.3. **Load Scheduling and New Delivery Points.** Bulk power supply planning shall be the responsibility of Mid-Kansas. The Member shall keep Mid-Kansas advised concerning anticipated loads at established points of delivery and the need for additional points of delivery within the Member's WPK Territory by furnishing to Mid-Kansas each year, on a date to be established by Mid-Kansas from time to time and communicated to the Member.

4.4. **Cost Responsibility.** Mid-Kansas shall be responsible for the facilities to deliver power and energy to the point(s) of delivery. The Member shall make and pay for all final connections between the systems of Mid-Kansas and the Member at the points of delivery, including installing, owning and maintaining the necessary substation equipment at the points of connection and owning and maintaining switching and protective equipment that may be reasonably necessary to enable the Member to take and use the capacity and energy hereunder and to protect the system of Mid-Kansas.

4.5. Metering Equipment. Meters and metering equipment shall be furnished, maintained and read by Mid-Kansas and shall be located as indicated on **Schedule A-2**, and such other point or points as may be agreed upon by Mid-Kansas and the Member, but there shall be no adjustments of meter readings for transmission or transformation losses between the points of delivery and the metering points unless mutually agreed between the parties.

5. RATES

5.1. General. The Member shall make payments to Mid-Kansas in accordance with the rates and charges and on the terms and conditions set forth herein and in **Schedule B** as such rate shall be amended from time to time by Mid-Kansas pursuant to this Section. The Member agrees that the rate from time to time established by the Board of Directors of Mid-Kansas shall be deemed to be substituted for the rate provided herein.

5.2. Periodic Review The Board of Directors of Mid-Kansas, at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates and charges under this Agreement and under the All Requirements Contracts with the Other Purchasers and, if necessary, shall revise such rates and charges so that such rates and charges shall produce revenues that shall be sufficient, but only sufficient, with the revenues of Mid-Kansas from all other sources, to meet all of Mid-Kansas' costs, including, without limitation, the following items of cost:

- (a) payments of principal and premium, if any, and interest on all debt issued by Mid-Kansas, including without limitation, the Secured Obligations;
- (b) all costs for the addition and extension of its system, including without limitation, any costs of suspended or abandoned construction, and amounts that Mid-Kansas may be required to pay for the prevention or correction of any loss or damage to its generating plants, transmission system or related facilities or for renewals, replacements, repairs, additions, improvements, betterments, and modifications that are necessary to keep any such facilities whether owned by Mid-Kansas or available to Mid-Kansas under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (c) costs of operating and maintaining Mid-Kansas' generating plants, transmission system or related facilities and of producing and delivering power and energy therefrom

-
- (including, without limitation, fuel costs, administrative and general expenses and working capital, for fuel or otherwise, regulatory costs, insurance premiums, and taxes or payments in lieu thereof);
- (d) the cost of any capacity and energy purchased for resale under the All Requirements Contracts and the costs of transmission, scheduling, dispatching and controlling services for delivery of capacity and energy for service under the All Requirements Contracts;
 - (e) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties;
 - (f) any additional cost or expense not specified in the other items of this subsection 5.2 imposed or permitted at law or by any regulatory agency or that is paid or incurred by Mid-Kansas relating to its generating plants, transmission system or related facilities or relating to the provision of services to the Mid-Kansas Members that is not otherwise included in any of the costs specified herein.
 - (g) amounts required to be paid by Mid-Kansas under any contract to which it is a party not covered under any other clause of this subsection 5.2 including, without limitation, amounts payable with respect to interest rate swaps, option contract and hedging contracts;
 - (h) reserves Mid-Kansas shall determine to be necessary for the payment of those items of costs and expenses referred to in this subsection 5.2 to the extent not already included in any other clause of this subsection 5.2; and
 - (i) additional amounts or margins that must be realized by Mid-Kansas in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on its debt contained in any indenture or contract with holders of its debt or that the Board of Directors deems advisable.

5.3. Reasonable Rates. The rates and charges and terms and conditions of service provided by Mid-Kansas hereunder shall be just and reasonable and not unduly discriminatory, but shall at all times be sufficient to

comply with the requirements of subsection 5.2. Mid-Kansas shall cause a notice in writing to be given to the Member and all other Mid-Kansas Members, which shall set out all the proposed revisions in rates, and the applicable effective date. The parties agree that the rates established hereunder are just and reasonable under the current circumstances and reflect their determination of what would be just and reasonable under future conditions. The rates take into account specific benefits achieved by the parties through this Agreement and not otherwise available to the parties, and reflect the sharing of those benefits without undue discrimination against any current or future customer of Mid-Kansas.

5.4. Member's Unconditional Obligation to Pay. The Member shall make all payments that are required pursuant to this Agreement in a timely manner, whether or not: (a) electric capacity and energy has or is being provided to the Member hereunder, (b) Mid-Kansas is able to purchase or otherwise obtain electric capacity and energy from any source, or (c) any similar contract with any of the Other Purchasers is invalid, in each such case for any reason whatsoever and whether or not due to the conduct, acts or omissions of Mid-Kansas. Such payments by the Member shall not be subject to any reduction, whether by offset, recoupment or otherwise, and shall not be conditioned upon performance by the Other Purchasers or Mid-Kansas under this Agreement or any other agreement or instrument. This subsection 5.4 shall not be construed to release Mid-Kansas from the performance of any of its obligations expressed in this Agreement or, except to the extent expressly provided in this Agreement, prevent or restrict the Member from asserting any rights that it may have against Mid-Kansas or any other person under this Agreement or any other agreement or under any provision of law or prevent or restrict the Member, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement.

5.5. Member's Rate Covenant. Subject to any regulatory approval, if required, the Member covenants and agrees to establish, maintain and collect rates and charges for the service of its electric system, and to conduct its business, in a manner that shall produce revenues and receipts at least sufficient to enable the Member to pay to Mid-Kansas, when due, all amounts payable by the Member under this Agreement and to pay any and all other amounts payable from, or that might constitute a charge and a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

5.6. Terms and Conditions. The terms and conditions of service applicable to the Member and the Other Purchasers (which reflect

implementing details of this Agreement), as amended from time to time by action of the Board of Directors of Mid-Kansas, are set forth in **Schedule B-2**, and include:

- (a) The intervals at which Mid-Kansas shall read, or cause to be read, the electric meters;
- (b) the date on which, and the office to which, all accounts shall be paid for capacity and energy furnished by Mid-Kansas;
- (c) except as governed by Section 8, the penalty to a Mid-Kansas Member who shall fail to pay its bill within the designated pay period, which penalty shall include, but not limited to, late payment charges and conditions under which Mid-Kansas may discontinue delivery of capacity and energy;
- (d) the time and manner of delivery of notices;
- (e) the requirements for meter testing and cost of such tests;
- (f) billing adjustments;
- (g) notices for meter reading or other tests; and
- (h) access rights.

6. EFFECTIVENESS AND TERM. This Agreement is dated as of the date specified in the introductory paragraph and shall become effective upon the latest to occur of the following: (a) execution and delivery by Mid-Kansas and the Member of this Agreement, (b) any required approvals of secured parties of Mid-Kansas and the Member, (c) any required approvals by the KCC; and, (d) delivery of the certificates required pursuant to Section 11.2. Upon becoming effective, this Agreement shall remain in effect until March 31, 2052, and from year to year thereafter unless terminated by either party's giving to the other not less than three years' prior written notice of its intention to terminate.

7. ASSIGNMENTS.

7.1. General.

7.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 7.2 and 7.3 unless prior consent to such assignment is given in writing by the other party. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

7.1.2. No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either party from its rights or obligations under this Agreement.

7.2. Assignment for Security.

7.2.1. Notwithstanding any other provision of this Agreement, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Agreement as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign, transfer, mortgage or pledge this Agreement, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest or lien for the benefit of any third party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing obligations of Mid-Kansas).

7.2.2. After any Assignment for Security, a secured party (including, without limitation, any indenture trustee under the Indenture or any other indenture securing the obligations of assignor), the secured party, without the approval of the other party to this Agreement, may

(a) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such

security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

7.3. Corporate Reorganization.

7.3.1. Mid-Kansas may sell, assign any or all of its rights, and/or delegate any or all of its duties under this Agreement to (a) Sunflower; (b) an entity organized by the Mid-Kansas Members in order to segregate the generation assets of Mid-Kansas from the transmission assets of Mid-Kansas; or, (c) in connection with any sale, lease or transfer of all or substantially all of Mid-Kansas' assets or reorganization, merger or consolidation of Mid-Kansas with another entity in which Mid-Kansas is not the survivor; provided that in any such case the surviving entity shall expressly assume by written agreement executed and delivered to the Member, the performance and observance of the provisions of this Agreement required to be performed or observed by Mid-Kansas.

7.3.2. With respect to the Member:

(a) The Member may not, without the approval in writing of Mid-Kansas take, or suffer to be taken, any steps for corporate reorganization or dissolution, or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. Mid-Kansas will not unreasonably withhold or condition its consent to any reorganization, dissolution, consolidation, or merger, or to any sale, lease or transfer (or any agreement therefore) of assets.

(b) Mid-Kansas may withhold or condition its consent required pursuant to any provision of Section 7 in cases where to do otherwise would result in rate increases for the Other Purchasers, impair the ability of Mid-Kansas to repay its debt or any other obligations in accordance with their terms, or adversely affect System performance in a material way.

(c) Notwithstanding the foregoing, the Member may take, or suffer to be taken, any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired without Mid-Kansas' consent, so long as the Member shall pay such portion of the outstanding indebtedness on Mid-Kansas' debt or other obligations as shall be determined by Mid-Kansas and shall otherwise comply with such reasonable terms and conditions as Mid-Kansas may require either (i) to eliminate any adverse effect

that such action seems likely to have on the rates of the other members of Mid-Kansas, or (ii) to assure that Mid-Kansas' ability to repay its debt and other obligations of Mid-Kansas in accordance with their terms is not impaired.

(d) For purposes of Section 7 a transaction to "sell, lease or transfer (or make any agreement therefore) of a substantial portion of its assets" shall be deemed to have occurred if such transaction or the cumulative of all of the Member's transactions covered by Section 7 will (i) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, equal ten percent (10%) or more of the Member's total utility plant or assets and/or, (ii) alone, or in combination with all of the Member's transactions covered by Section 7 over the past five (5) years, has reduced or will reduce the Member's power requirements by more than five percent (5%) over the Member's power requirements had the transaction or transactions not occurred.

7.4. Receiver or Trustee in Bankruptcy. The parties intend that the obligations of the Member under this Agreement shall not be affected by a receiver, a trustee in bankruptcy, a mortgagee or an indenture trustee taking charge of the assets or business of Mid-Kansas, and that such receiver, trustee, mortgagee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement by the Board of Directors of Mid-Kansas.

8. EVENTS OF DEFAULT AND REMEDIES.

8.1. Payment Default. If the Member fails to make full payment to Mid-Kansas when required to be made under the provisions of this Agreement, and such failure continues for a period of ten (10) business days, Mid-Kansas shall give or cause to be given written notice to the Member. If the Member does not, within ten (10) business days from the date of the mailing of such notice, pay the full amount then due to Mid-Kansas, together with interest thereon, up to the maximum rate of interest permitted by law, from the date it became due, and all costs of collection, including attorney's fees, incurred by Mid-Kansas with respect to such amounts due, then such failure shall constitute a "**Payment Default**" on the part of the Member. Mid-Kansas shall promptly provide written notice to the Other Purchasers of the Payment Default.

8.1.1. Upon a Payment Default, Mid-Kansas may suspend service to the Member for all or any part of the period of continuing default. During any suspension of service, the Member shall have no right to any electric capacity or associated energy or to exercise any other rights hereunder. Mid-

Kansas' right to suspend service shall not be exclusive, but in addition to all other remedies available to Mid-Kansas at law or in equity. No suspension of service or termination of this Agreement or recovery of additional revenues from the Other Purchasers shall relieve the Member of its obligations hereunder, which are absolute and unconditional. Mid-Kansas shall credit the obligations of the Member during any suspension of service with the monies actually received by Mid-Kansas from sales of capacity and energy that would have been available to serve the Member, but Mid-Kansas shall not be responsible for failure to mitigate the consequences of the Member's failure to pay in absence of gross negligence or willful misconduct.

8.1.2. Mid-Kansas may terminate this Agreement if (a) a Payment Default shall have occurred and be continuing, and (b) such termination is approved by at least two-thirds of Mid-Kansas' Board of Directors and at least two-thirds of the Other Purchasers (as evidenced by resolutions of the boards of directors of such Other Purchasers specifically approving the termination).

8.1.3. The fact that the Other Purchasers have paid increased rates and charges shall not relieve the Member of its liability for the amount owed by it to Mid-Kansas, and any of the Other Purchasers, either individually or as part of a group, shall have such right of recovery from the Member as may be provided by law. Mid-Kansas or any of the Other Purchasers as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of the Member under this Agreement.

8.2. Mid-Kansas' Failure to Deliver. If Mid-Kansas fails to deliver electric capacity and energy as a result of the breach of its duties to the Member hereunder, Mid-Kansas shall promptly reimburse the Member for the cost of electric capacity and energy required to replace such capacity and energy, but the Member shall not be entitled to terminate this Agreement or to withhold payments required to be made pursuant to this Agreement.

8.3. Performance Default. If either party fails to comply with any of the terms, conditions and covenants of this Agreement (and such failure does not constitute a Payment Default by the Member), the non-defaulting party shall give the defaulting party written notice of the default (a "**Performance Default**"). The defaulting party shall have a period of thirty (30) days after receipt of such notice to commence reasonable efforts to cure such Performance Default, and it shall have an additional thirty (30) days to cure such Performance Default. Thereafter, if such Performance Default is continuing, the non-defaulting party, subject to the provisions of subsection 8.4.1, shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement.

8.4. Remedies.

8.4.1. No remedy conferred upon or reserved to Mid-Kansas or the Member under this Agreement is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing and every such remedy shall be cumulative and shall be in addition to every other such remedy, provided that no Performance Default by Mid-Kansas shall permit the Member to terminate this Agreement or relieve the Member of its obligation to make payments pursuant to this Agreement, which obligation shall be absolute and unconditional.

8.4.2. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

8.4.3. Subject to the rights of legal and regulatory review, any determination made by the Board of Directors of Mid-Kansas as provided in subsections 5.2, 5.6, and 7.3.2 of this Agreement shall be conclusive and binding as to the Member and all Other Purchasers.

8.5. Other Purchaser Approvals. At any time that a Payment Default exists, the Member shall not have a right to vote on any proposed action that requires approval of a specified percentage of the Other Purchasers. The determination of whether the specified percentage of Other Purchasers approved any proposed action shall be calculated on the basis of the total number of Other Purchasers entitled to vote on the proposed action.

9. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. Each of the Schedules hereto is incorporated herein by reference.

9.2. Amendments. This Agreement and each of the All Requirement Contracts with Other Purchasers can be amended without the consent of any Other Purchasers other than the party to such agreement; provided, however, that Mid-Kansas must offer to make a corresponding amendment to the All Requirement Contracts of Other Purchasers. The Member acknowledges that this Agreement may, as a consequence of the foregoing, be different from any one or more of the Other Purchaser All Requirement Contracts.

9.3. Conflicts. The provisions of this Agreement, including the Schedules hereto, shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Agreement and the provisions of any amendments to the Schedules, provisions of this Agreement shall govern.

9.4. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

9.5. Severability If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

10. FORCE MAJEURE

10.1 Effect of Force Majeure Event. Each party shall be excused from performance and shall not be construed to be in default in respect of any obligation hereunder, for so long as failure to perform such obligation is due to a **Force Majeure Event**; provided, however, that notwithstanding anything in this Section 10 to the contrary a Force Majeure Event shall not excuse either party from the obligation to make payments for any obligation.

10.2 Notice of Force Majeure Event. If either party desires to invoke a Force Majeure Event as a cause for delay in its performance of, or failure to perform, any obligation (other than the payment of money) hereunder, it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to a Force Majeure Event, advise the other party in writing of such date and the nature and expected duration and effect of such Force Majeure Event (a Notice). Promptly, but in any event within ten (10) days, after a **Notice** is given pursuant to the preceding sentence, the Parties shall meet (or otherwise communicate) to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such Force Majeure Event.

10.3 Mitigation of Force Majeure Event. Each party suffering a Force Majeure Event shall take, or cause to be taken, such reasonably diligent actions as it may consider necessary, consistent with **Prudent Utility Practice**, to attempt to counteract or to mitigate, in all material respects, the effects of such Force Majeure Event. No party shall be entitled to any relief from failure to perform any obligation otherwise excused by a Force Majeure Event to the extent such party fails to take such actions in an attempt to so counteract or mitigate.

The Parties shall take all commercially diligent measures to resume normal performance under this Agreement after the cessation of any Force Majeure Event.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

11.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement.

11.1.2. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

11.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

11.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such party of its obligations under this Agreement, except such Authorizations as have been duly obtained or made.

11.1.5. None of the execution or delivery of this Agreement, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any **Applicable Law** currently in effect, the conflict or breach of which would have a **Material Adverse Effect**, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a **Material Adverse Effect**.

11.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Agreement.

11.2. Bringdown of Representations and Warranties. Upon the effective date as provided in Section 6, each party shall deliver to the other party a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 11 is true and correct as of the effective date.

11.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF MID-KANSAS TO THE MEMBER HEREUNDER, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 11. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

12. GOVERNING LAW. Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

13. INTERPRETATION.

13.1 Rules of Construction. In this Agreement, including any Schedules, unless a clear contrary intention appears:

- (i) the singular includes the plural and *vice versa*;
- (ii) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Agreement;
- (iii) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (iv) the captions, section and subsection headings in this Agreement are inserted for convenience of reference only

and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;

- (v) where technical terms are used in this Agreement, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
- (vi) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision hereof;
- (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (viii) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

13.2 No Primary Drafter. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

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

MID-KANSAS ELECTRIC COMPANY, LLC

Attest:

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

Attest:

**WHEATLAND ELECTRIC COOPERATIVE,
INC.**
[name]

[Name]
Secretary

[name]

EXHIBIT 1 - DEFINITIONS

"Accounting Requirements" is defined in *Schedule B-2*.

"Agreement" is defined in the introductory paragraph.

"All Requirements Contracts" is defined in the tenth Whereas Clause.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Agreement or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

"Assignment for Security" is defined in subsection 7.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Aquila" is defined in the second Whereas Clause.

"Change in Law" means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after the date hereof that were not enforced generally or in effect on or prior to such date.

"Force Majeure Event" means any event which wholly or partly prevents or delays the affected party's performance of any obligation arising under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the party affected, and (b) such event could not have been reasonably prevented by such affected party through the exercise of due diligence, and (c) such event is not the direct or indirect result of an affected party's negligence or the failure of such affected party to perform any of its obligations under this Agreement. Events that, subject to the foregoing, could qualify as Force Majeure Events include flood, tsunami, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornadoes and other severe weather to the extent that the System was not constructed to withstand such weather without damage, war (declared or undeclared), strikes and other labor disputes (including collective bargaining disputes and lockouts) not directed exclusively at Mid-Kansas or the Member, riot or

similar civil disturbance, acts of God or the public enemy (including acts of terrorism), blockade, insurrection, revolution, sabotage, expropriation or confiscation, unavailability of fuel, power or raw materials, or a Change in Law. Force Majeure Events shall not include strikes and other labor disputes (including collective bargaining disputes and lockouts) involving only employees of Mid-Kansas or Member or a change in economic circumstance unless such change was itself the result of a Force Majeure Event.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the fourth Whereas Clause.

"KCC" shall mean the Kansas Corporation Commission, or the successor agency, if any, succeeding to its power and authority over Mid-Kansas or the Member.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member's WPK Territory" is defined in subsection 2.1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the second Whereas Clause.

"Notes" is defined in the third Whereas Clause.

"Notice" shall mean a written notice given in accordance with the procedures in **Schedule B-2**.

"Other Purchasers" is defined in the tenth Whereas Clause.

"Payment Default" is defined in subsection 8.1.

"Performance Default" is defined in subsection 8.3.

"Pioneer" is defined in the second Whereas Clause.

"Prudent Utility Practice" is defined in **Schedule B-2**.

"Secured Obligations" is defined in the fourth Whereas Clause.

"Sunflower" is defined in the first Whereas Clause.

"Sunflower Members" is defined in the first Whereas Clause.

"System" is defined in the third Whereas Clause.

"Trustee" is defined in the fourth Whereas Clause.

"WPK System" is defined in the second Whereas Clause.

SCHEDULE A-1
MEMBER'S WPK TERRITORY

[As set forth in the Joint Application as Exhibit A-6 and finally determined by the Commission]

**SCHEDULE A-2
POINTS OF DELIVERY**

**This version of Schedule A-2 has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

<u>Description</u>	<u>Meter Application</u>	<u>Metered Voltage</u>	<u>City</u>	<u>County</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Legal (S-T-R)</u>
GB East (24th & Frey)	Delivery	34500	Great Bend	Barton	38.375806	-98.755306	NW/4 S27-T19S-R13W
GB Northwest	Delivery	34500	Great Bend	Barton	38.405528	-98.811917	SE/4 S12-T19S-R14W
GB South (2nd & KS)	Delivery	34500	Great Bend	Barton	38.354806	-98.763806	E/2 S33-T19S-R13W
Harper	Delivery	34500	Harper	Harper	37.288222	-98.038889	SW/4 S1-T32S-R7W
Milan	Delivery	34500	Milan	Sumner	37.256083	-97.683361	N/2 S19-T32S-R3W
Calista	Exchange	13800	Calista	Kingman	37.639	-98.28	
Chain Ranch	Exchange	34500	Medicine Lodge	Harper	37.296967	-98.349403	
Great Bend Station North	Exchange	34500	Heizer	Barton	38.413364	-98.86702	9-19S-14W
Great Bend Station Center	Exchange	34500	Heizer	Barton	38.409767	-98.867058	9-19S-14W
Great Bend Station South	Exchange	34500	Heizer	Barton	38.408039	-98.869873	9-19S-14W
Kansas Brick & Tile	Exchange	34500	Hoisington	Barton	-98.869873	-98.775024	20-18S-13W
Kansas Brick & Tile	Exchange	13800	Hoisington	Barton	-98.869873	-98.775024	20-18S-13W
Hazelton	Exchange	34500	Hazelton	Barber	N37 08 25.9	W98 20 54.1	
Zenda	Exchange	13800	Zenda	Kingman	37.442451	-98.289261	

SCHEDULE B

**This version of Schedule B has been duly
authorized by the Board of Directors of Mid-
Kansas and is effective _____.**

Attest:

MID-KANSAS ELECTRIC COMPANY, LLC

Mark D. Calcara
Secretary

Stuart S. Lowry
President and CEO

**SCHEDULE B-1
RATES**

The wholesale rate as established in Docket 09-MKEE-969-RTS.

**SCHEDULE B-2
TERMS AND CONDITIONS**

1. STANDARD OF CONDUCT

Mid-Kansas and the Member shall each perform its obligations under the Agreement in accordance with Prudent Utility Practice. "**Prudent Utility Practice**" shall have the same definition as "Good Utility Practice" under the Southwest Power Pool, Inc. (SPP) Open Access Transmission Tariff for Service Offered by Southwest Power Pool, as in effect from time to time, which provides as follows:

1.1. Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4)

2. METERS

2.1. Meter Readings. Mid-Kansas shall read meters monthly.

2.2. Meter Testing and Billing Adjustment. Mid-Kansas shall test and calibrate meters by comparison with accurate standards at intervals determined in accordance with Good Utility Practices. Mid-Kansas shall also make special meter tests at any time at the Member's request. The cost of all tests shall be borne by Mid-Kansas; provided, however, that if any special meter test, made at the Member's request, shall disclose that the meters are recording accurately, the Member shall reimburse Mid-Kansas for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The reading of any meter that shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and Mid-Kansas shall agree as to the amount of energy furnished during such period and Mid-Kansas shall render a bill therefore.

2.3. Notice of Meter Reading or Test. Mid-Kansas shall give the Member Notice in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

3. Billing

3.1. Statements and Invoices.

3.1.1. Mid-Kansas shall submit monthly invoices to the Member for power purchased within five (5) business days after the end of each month.

3.1.2. Within the later of the tenth (10th) business day after Member's receipt of the invoice and the first business day following the twenty-fifth (25th) day of such month, Member shall pay the monthly charges in the amount specified in the invoice.

3.1.3. Any amounts due under this Agreement and not paid by the due date will be deemed delinquent and will accrue interest at the rate set by the Board of Directors from time to time. All amounts not disputed within six (6) months of the applicable invoices shall be final and not contestable.

4. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS.

4.1. **Rights of Access.** Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

4.2. **Accounting Records.** Mid-Kansas shall keep accurate records and accounts in accordance with standard accounting practices. Promptly after the close of each fiscal year (and not later than 120 days after the end of each fiscal year), Mid-Kansas shall cause such records and accounts of all transactions of Mid-Kansas with respect to such fiscal year to be subject to an annual audit by a firm of independent certified public accountants experienced in electric utility accounting and possessing a national reputation in accounting and auditing. Mid-Kansas shall without delay provide a copy of each such annual audit, including all written comments and recommendations of such accountants to the Member. **"Accounting Requirements"** means the requirements of generally accepted accounting principles applicable from time to time to companies similar to Mid-Kansas.

4.3. **Access to Books and Records.** The Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of Mid-Kansas as may be appropriate to determine the accuracy of any charges or payments required to be made by the Member to Mid-Kansas. If such books, records and supporting worksheets and

data of Mid-Kansas contain information about one or more Other Purchasers, Mid-Kansas shall excise any identification of specific Other Purchasers or provide such information to an independent certified public accountant or other independent representative of the Member under a confidentiality agreement. If, after such examination of Mid-Kansas records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

5. NOTICES.

Unless otherwise specifically provided in the Agreement (including another Schedule) all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (iv) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 5, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Wheatland Electric Cooperative, Inc.
Attention: General Manager
101 Main Street
Scott City, Kansas 67871
Phone: (620) 872-5885
Fax: (620) 872-7170

EXHIBIT C
To Joint Application

MEMBER FACILITIES ACCESS AGREEMENT

THIS MEMBER FACILITIES ACCESS AGREEMENT (Agreement), dated as of _____, 20____, is entered into between MID-KANSAS ELECTRIC COMPANY, LLC ("**Mid-Kansas**"), a limited liability company organized and existing under the laws of the State of Kansas, and each of its Members: Lane-Scott Electric Cooperative, Inc., Prairie Land Electric Cooperative, Inc., Southern Pioneer Electric Company, Victory Electric Cooperative Association, Inc., Western Cooperative Electric Association, Inc., and Wheatland Electric Cooperative, Inc., (individually, the "**Member**" and collectively, the "**Members**"), existing under the laws of the State of Kansas.

RECITALS:

WHEREAS, the Member is the owner of certain facilities ("**Member Facilities**") used to provide transmission services; and

WHEREAS, the Member Facilities were the subject of classification in Docket 12-GIME-597-GIE ("**597 Docket**") before the Kansas Corporation Commission ("**Commission**"); and

WHEREAS, pursuant to the Stipulation and Agreement in the 597 Docket at Paragraph 1 d., *pro forma* service and operating agreements were approved by the Commission and were to be submitted when Mid-Kansas filed for a tariff for open access transmission service and incorporated in Mid-Kansas' OATT as Attachments F and G. Mid-Kansas has done so in Docket 12-MKEE-650-TAR ("**650 Docket**"); and

WHEREAS, the Stipulation and Agreement further provided the Member was to make its Member Facilities available to Mid-Kansas to provide such transmission service, and to make such extensions and improvements as Mid-Kansas is required to provide, and to permit Mid-Kansas to perform such actions as are required of the Transmission Provider, pursuant to the Mid-Kansas OATT, and to remain a party to the applicable operating agreements approved by the Commission; and

WHEREAS, Mid-Kansas currently has use of the Member Facilities pursuant to the Electric Customer Service Agreement and that upon transfer of the Certificate of Convenience will enter into this Agreement that will allow Mid-Kansas continued access to the Member Facilities to provide the service once the retail certificates are assigned to the Members.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained Mid-Kansas, and the Member hereby agree as follows:

1. **Access to Member Facilities.** Pursuant to the Stipulation and Agreement in the 597 Docket at Paragraph 1 d., Member agrees to make its Member Facilities available to Mid-Kansas to provide such transmission service, and to make such extensions and improvements as Mid-Kansas is required to provide, and to permit Mid-Kansas to perform such actions as are required of the Transmission Provider, pursuant to the Mid-Kansas OATT, and to remain a party to the applicable operating agreements approved by the Commission.

Exhibit C to Joint Application

2. **Effective Date.** This Agreement shall become effective upon the termination of the Electric Customer Service Agreement, which will occur upon the final approval of the transfer of the Certificate of Convenience for the Member's respective service territories.
3. **Entire Agreement.** This constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written.
4. **Amendments.** No amendment to this Agreement shall be effective unless it has been approved in writing.
5. **Counterparts.** This Agreement may be executed in multiple counterparts to be construed as one.
6. **Severability.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Mid-Kansas Electric Company, LLC

Lane-Scott Electric Cooperative, Inc.

Signature

Signature

Stuart S. Lowry

Printed Name

Printed Name

President and CEO

Title

Title

Exhibit C to Joint Application

**Prairie Land Electric Cooperative,
Inc.**

Signature

Printed Name

Title

Southern Pioneer Electric Company

Signature

Printed Name

Title

**Victory Electric Cooperative
Association, Inc.**

Signature

Printed Name

Title

**Western Cooperative Electric
Association, Inc.**

Signature

Printed Name

Title

Wheatland Electric Cooperative, Inc.

Signature

Printed Name

Title

EXHIBIT D
To Joint Application

SHARED SERVICE AGREEMENT

This agreement is made this 18th day of April, 2006 by and among Sunflower Electric Power Corporation ("Sunflower"), Kansas Electric Power Cooperative, Inc. ("KEPCo"), Victory Electric Cooperative Association, Inc. ("Victory") and Prairie Land Electric Cooperative, Inc. ("Prairie Land").

WHEREAS, wholesale power contracts ("WPC") are in effect between Sunflower and Victory, Sunflower and Prairie Land, KEPCo and Victory, and KEPCo and Prairie Land, respectively; and

WHEREAS, Mid-Kansas Electric Company, LLC ("MKEC") has reached agreement to acquire the Kansas electric assets of Aquila, Inc. and Victory and Prairie Land, as members of MKEC, will be assigned a share of the electric assets and retail distribution customers of Aquila, Inc. (the "MKEC Load"); and

WHEREAS, Sunflower, MKEC, and KEPCo have signed a Settlement Agreement on April 18, 2006 ("Settlement Agreement") providing for, *inter alia*, the provision of a power supply from the MKEC assets acquired from Aquila, Inc.; and

WHEREAS, the parties have agreed to compromise and settle, for purposes of the Settlement Agreement above described and the MKEC Load only, the extent to which Sunflower and KEPCo will serve the MKEC Load and how rates will be set for that service.

NOW, THEREFORE, the parties agree as follows:

1. The MKEC Load of Victory and Prairie Land will be served, in equal shares, by Sunflower and KEPCo under their respective all-requirements WPCs with Victory and with Prairie Land.
2. Each party agrees that, for this agreement only and for the above described MKEC Load of Victory and Prairie Land only, that this one-half share is a fair and reasonable arrangement.
3. KEPCo will, under the Settlement Agreement recited above, receive power and energy from MKEC to serve its one-half share of the MKEC Load under rates and terms set forth therein. KEPCo will agree to sell power to its members to serve the MKEC load at the same rate MKEC charges KEPCo plus \$0.001 per kW-hr for the duration of the retail rate freeze that likely will be imposed by the Kansas Corporation Commission in Docket No. 06-MKEE-524-ACQ (estimated to be 5 years) and that will be recoverable in the member's retail rates. The rate at which KEPCo sells to its members for the MKEC load will then be set subject to the approval of the KCC and will be recoverable in the

member's retail rates. In the event that it can be shown that the addition of the \$0.001 above does not allow the transfer of MKEC customers to the MKEC members to be economically viable, KEPCo would agree to reduce this added amount. Consistent with the terms and conditions of this Shared Service Agreement and the Settlement Agreement, KEPCo reserves the right to serve the MKEC Load of Victory and Prairie Land under KEPCo Policy Bulletin No. 33 which provides for sales to KEPCo Members under special wholesale rates and special power sales contracts.

4. The parties agree that this Shared Service Agreement is supplemental to and an essential part of the Settlement Agreement among Sunflower, MKEC, and KEPCo and may be incorporated therein as though set forth therein in full.

5. This Shared Service Agreement is subject to the approval of the Kansas Corporation Commission and RUS, and will not become effective until such approvals are received.

SUNFLOWER ELECTRIC POWER CORPORATION

By: 

Title: President + CEO

KANSAS ELECTRIC POWER COOPERATIVE, INC.

By: 

Title: EVP/CEO

VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC.

By: 

Title: President

PRAIRIE LAND ELECTRIC COOPERATIVE, INC.

By: 

Title: General Manager

EXHIBIT E
To Joint Application

SUPPLEMENTAL AGREEMENT
TO
SHARED SERVICE AGREEMENT

This Supplemental Agreement is made and entered into by and among Sunflower Electric Power Corporation (Sunflower), Kansas Electric Power Cooperative, Inc. (KEPCo) Victory Electric Cooperative Association, Inc. (Victory) and Prairie Land Electric Cooperative, Inc. (Prairie Land) (collectively, Parties) this 9th day of ~~July~~ *August*, 2006:

WHEREAS, the Parties have entered into a Shared Service Agreement which provides that the MKEC Load of Victory and Prairie Land will be served, in equal shares, by Sunflower and KEPCo under their respective all-requirements Wholesale Power Agreements with Victory and Prairie Land; and

WHEREAS, the Shared Service Agreement is subject to the approval of the KCC and the RUS and will not become effective until such approvals are received; and

WHEREAS, the parties wish to set forth their understanding and agreement of suitable procedures for acquiring the necessary approvals for their agreement and other matters; and

WHEREAS, the Parties have agreed to use their best efforts to obtain all necessary regulatory approvals;

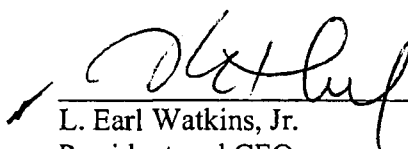
NOW THEREFORE, in consideration of the mutual agreements and promises hereafter set out, the Parties agree to the following:

1. Sunflower and KEPCo submitted the Shared Service Agreement to the RUS by joint letter of May 11, 2006, and the Parties agree to continue to support approval of the Shared Service Agreement by RUS.
2. The Parties agree that the Shared Service Agreement, which is supplemental to and an essential part of the Settlement Agreement among Sunflower, Mid-Kansas Electric Company, LLC, and KEPCo, will be filed for approval with the KCC contemporaneously with the filing for approval of the proposal for MKEC to transfer the MKEC customers in the MKEC territory to Victory and Prairie Land and will be a condition to the effectiveness of such transfer. The Parties agree that they will have the continuing obligation as established in the Settlement Agreement to use their best efforts to obtain such regulatory approvals.
3. The Parties agree that the timing and schedule for the approvals set forth above constitute compliance with the provision in the Shared Service Agreement that the Shared Service Agreement is subject to approval of the RUS and the KCC, and that no Party may defend an action to enforce the Shared Service Agreement or any of its terms on the ground that timely approval was not sought or required.

4. The Parties agree that this agreement, the Settlement Agreement, the Shared Service Agreement and any agreement negotiated to effectuate their purposes, shall be construed, wherever necessary to protect the interests of any party, to be binding on the Parties, their assignees, transferees, purchasers, lessees, subsidiaries, and affiliates.

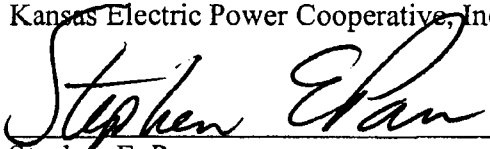
Accepted and Agreed:

Sunflower Electric Power Corporation


L. Earl Watkins, Jr.
President and CEO

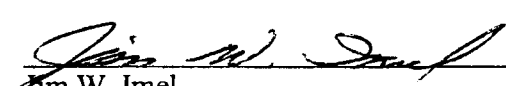
Date: 7/24/06

Kansas Electric Power Cooperative, Inc.


Stephen E. Parr
Executive Vice President and CEO

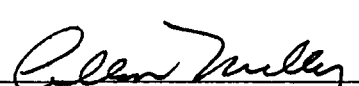
Date: 8/9/2006

Victory Electric Cooperative Association, Inc.


Jim W. Imel
President

Date: 7-25-2006

Prairie Land Electric Cooperative, Inc.


Allan Miller
General Manager

Date: 8-3-2006

EXHIBIT F
To Joint Application

SETTLEMENT AGREEMENT

By, between and among
Sunflower Electric Power Corporation,
Mid-Kansas Electric Company, LLC
and
Kansas Electric Power Cooperative, Inc.

The following terms and conditions are intended to provide the basis for a long-term all-requirements power supply for (i) all of the Kansas Electric Power Cooperative, Inc. ("KEPCo") metering points in the area now served by Sunflower Electric Power Corporation ("Sunflower") under the existing Wholesale Power Agreement ("WPA") between Sunflower and KEPCo, (ii) all of the existing KEPCo loads now served by other suppliers utilizing the Aquila, Inc. ("Aquila") transmission system, and (iii) all of the Mid-Kansas Electric Company, LLC, or its successor, ("MKEC") member acquired territory served under the all-requirements wholesale power contract between KEPCo and its members (the "MKEC Territory"); (collectively the "Service Area").

Term and Basic Service:

Three contracts for service will be provided for the Service Area. First, a new wholesale power agreement will be developed between Sunflower and KEPCo (the "New WPA") to replace the WPA. Service to existing loads and expected load growth under the WPA will begin under the New WPA upon receiving the approvals noted herein, but no sooner than June 1, 2006, and the New WPA will terminate December 31, 2018, unless extended as discussed below. Service under the WPA will terminate upon commencement of service under the New WPA.

Second, a new wholesale power agreement will be developed between MKEC and KEPCo (the "Expanded WPA") which will provide KEPCo the option to serve the existing KEPCo loads and expected load growth for loads now served by other suppliers utilizing Aquila's transmission system. Service under the Expanded WPA would begin upon 12 months prior written notice given no later than December 1, 2011 and no sooner than service begins for customers of MKEC. The Expanded WPA will terminate December 31, 2018, unless extended as discussed below.

During any period prior to December 31, 2018, in which KEPCo is not taking service under the Expanded WPA, MKEC will commit to resolve, if possible and when requested by KEPCo, transmission curtailments of KEPCo resources providing service to areas that would be served by the Expanded WPA by re-dispatch of MKEC generation resources. KEPCo will pay any additional cost MKEC incurs for said re-dispatch.

Third, a new wholesale requirements agreement (the "WRA") will be developed to provide service to the MKEC Territory served by members of KEPCo, including Victory Electric Cooperative Association Inc. ("Victory") and Prairie Land Electric Cooperative, Inc. ("Prairie Land"). The load in the area acquired by Victory and Prairie Land will be served by KEPCo and Sunflower under their respective all-requirements wholesale power contracts and will be served according to the attached Shared Service Agreement by and among Sunflower, KEPCo, Victory and Prairie Land (the "Shared Service Agreement"). The Shared Service Agreement will

delineate how the MKEC Territory acquired by Victory and Prairie Land will be served by Sunflower and KEPCo. Any MKEC Territory acquired by a KEPCo member other than Victory and Prairie Land will be served by KEPCo under the wholesale power contract between KEPCo and that member.

Service under the WRA will begin when and as MKEC customers in the MKEC Territory are transferred to Victory and Prairie Land, or any other KEPCo member acquiring a portion of MKEC Territory, and end concurrent with termination of the wholesale power contracts between KEPCo and Victory, Prairie Land and such other KEPCo member acquiring a portion of the MKEC Territory. KEPCo reserves the right to serve the MKEC load of KEPCo's members under a special contract developed to supply power to KEPCo members for the MKEC load. The parties to this Agreement understand and agree that MKEC will transfer the MKEC customers to the MKEC members as soon as financing is arranged to support that transfer and all appropriate regulatory and other approvals are obtained. MKEC and its members will make all reasonable efforts to finalize this transfer as soon as possible.

The New WPA and the Expanded WPA will contain provisions for the agreement to continue on a year-to-year basis beyond the initial termination date if not terminated by any of the parties with at least 24 months written notice. The New WPA, the Expanded WPA and the WRA will each state that it is the intention of the parties that, upon termination of the respective agreements, there will be no remaining obligations for continued service or any rights to generating capacity beyond termination.

Rates and Other Conditions:

Sunflower shall agree to provide service under the New WPA at a rate that is Sunflower's ongoing tariff rate to its members as filed with and approved by the Kansas Corporation Commission (the "KCC") (the "WHM Rate"), which includes the cost of service, as it may be amended, on Sunflower's transmission system, plus an adder of \$0.004 per kWh. Such WHM Rate presently includes bundled transmission service, and the WHM Rate will be used for delivery to KEPCo members on the Sunflower transmission system and to the interconnection with Sunflower and Aquila. However, in all instances, whether the costs of transmission service on the Sunflower system are bundled or unbundled, such costs shall be included in the rate to KEPCo under the New WPA. Also, it is the intent of the parties that fifty percent (50%) of any reduction to the energy cost adjustment in the WHM Rate due to the above adder shall be included in the calculation of the rate to KEPCo under the New WPA.

For the term of the New WPA, Sunflower hereby agrees to keep its transmission services under the Southwest Power Pool, or its successor (the "SPP"), Open Access Transmission Tariff, or any other applicable transmission tariff or agreement (the "SPP OATT") and its transmission facilities under the SPP Regional Transmission Organization ("RTO"), or any other tariff or transmission organization in which Sunflower is required by regulation or otherwise to participate (the "SPP RTO"); however, Sunflower may transfer its transmission to any other organization provided Sunflower preserves the benefits of the SPP RTO for KEPCo and does not cause economic harm to KEPCo. In addition, the parties agree that to the extent that KEPCo, at its option, converts its transmission service in the Aquila area to the SPP OATT, for delivery of power and energy or other transmission services facilitating the New WPA that result in Sunflower receiving a portion of the payments paid by KEPCo under the SPP OATT, a credit will be provided to KEPCo by Sunflower for such payment received by Sunflower. Said credit

will be provided in the form of a reduction in the WHM Rate, should such payment be applicable to the WHM Rate or by direct credit against amounts due from KEPCo.

The parties agree that the WHM Rate is cost-based and consistent with Sunflower's all-requirements wholesale power contract with its members and that the WHM Rate will be subject to modification from time to time, subject to approval by the KCC. In the event that Sunflower proposes to modify the WHM Rate, KEPCo retains the following rights prior to Sunflower's filing for such modification:

1. KEPCo shall have a right to audit the cost-based calculations associated with the WHM rate and any changes to the WHM proposed by Sunflower.
2. Sunflower shall provide adequate documentation and information to KEPCo and allow KEPCo to participate in any discussions such that KEPCo can understand and comment on any rate actions considered by Sunflower pertaining to the WHM Rate.
3. The intent of the New WPA is that KEPCo will not be discriminated against, especially with respect to rates, and terms and conditions of service. KEPCo and Sunflower will make good faith efforts to resolve any issues they may have regarding proposed changes to the WHM Rate prior to Sunflower's filing for modification of the WHM Rate with the KCC. KEPCo agrees to only file an intervention with the KCC in these matters as a last resort.

MKEC shall agree to provide services under the Expanded WPA and the WRA at the same rate for power and energy that is provided by MKEC to its members at wholesale for service to MKEC's or its member's retail customers, as the case may be (the "MKEC Member Rate"). The parties agree that the MKEC Member Rate is cost-based and that the MKEC Member Rate will be subject to modification from time to time, subject to approval by the KCC. In the event that MKEC proposes to modify the MKEC Member Rate, KEPCo retains the following rights prior to MKEC's filing for such modification:

1. KEPCo shall have a right to audit the cost-based calculations associated with the MKEC Member Rate and any changes to the MKEC Member Rate proposed by MKEC or its Members.
2. MKEC shall provide adequate documentation and information to KEPCo and allow KEPCo to participate in any discussions such that KEPCo can understand and comment on any rate actions considered by MKEC pertaining to the MKEC Member Rate.
3. The intent of the Expanded WPA and WRA is that KEPCo will not be discriminated against, especially with respect to rates, and terms and conditions of service. KEPCo and MKEC will make good faith efforts to resolve any issues they may have regarding proposed changes to the MKEC Member Rate prior to MKEC's filing for modification of the MKEC Member Rate with the KCC. KEPCo agrees to only file an intervention with the KCC in these matters as a last resort.

Service to KEPCo under the New WPA and the Expanded WPA will be all-requirements service for power and energy provided and will include provisions to allow KEPCo to supplement the

service provided by Sunflower and MKEC with the addition of other capacity resources (including the existing WAPA allocations), subject to mutual agreement of the parties, which agreement shall not be unreasonably withheld.

KEPCo will agree to sell power to its members to serve the MKEC load at the same rate MKEC charges KEPCo plus \$0.001 per kW-hr. for the duration of the retail rate freeze that likely will be imposed by the KCC in Docket No. 06-MKEE-524-ACQ (estimated to be 5 years) and that will be recoverable in the member's retail rates. The rate at which KEPCo sells to its members for the MKEC load will then be set subject to the approval of the KCC and will be recoverable in the member's retail rates. In the event that it can be shown that the addition of the \$0.001 above does not allow the transfer of MKEC customers to the MKEC members to be economically viable, KEPCo would agree to reduce this added amount.

For the terms of the Expanded WPA and the WRA, MKEC hereby agrees to keep its transmission services under the SPP regional tariff and its transmission facilities under the SPP RTO, or any other tariff or transmission organization in which MKEC is required by regulation or otherwise to participate; however, MKEC may transfer its transmission to any other organization provided MKEC preserves the benefits of the SPP RTO for KEPCo and does not cause economic harm to KEPCo. Transmission service for the MKEC members will be unbundled from other power and energy services and be provided pursuant to the applicable SPP OATT. MKEC will acquire separate network integrated transmission services under the SPP OATT for the WRA, and KEPCo will acquire network integrated transmission services under the SPP OATT, or any other applicable transmission tariff or agreement, to cover the delivery of power and energy under the New WPA and the Extended WPA. KEPCo will be responsible for the transmission costs for the New WPA on the Aquila system, the Expanded WPA and the WRA.

Membership:

KEPCo, at its option, may apply for Class B membership in MKEC or Sunflower.

Federal Power Allocations:

Under the New WPA and the Expanded WPA, KEPCo will have the right to schedule and deliver capacity and energy allocated to KEPCo or customers in the Service Area from the Western Area Power Administration or other Federal power supply agencies. At KEPCo's option, Sunflower and MKEC will schedule these deliveries for their benefit and shall fully credit KEPCo for the deliveries.

Consideration of New Power Supplies:

KEPCo shall have the right, at its option, to participate in up to 25 MW in a new coal-fired generating facility to be developed at Sunflower's Holcomb plant site that will be connected in such a manner as to serve customers on the Eastern electrical grid ("Holcomb East"). Such participation will be in the form of KEPCo ownership or power and energy taken under a Power Purchase Agreement ("PPA"), such PPA subject to the approval of the financing entity(ies) for the Holcomb East project. Either arrangement will allow KEPCo to receive one half of its output through a sharing arrangement with Sunflower from its Holcomb 1 generating unit and one half from Holcomb East. However, KEPCo must enter into binding agreements consistent with the

prices, terms and conditions accepted by other participants in the plant and must do so timely so as not to delay financial closing of the project.

Contingencies:

The services contemplated in the Expanded WPA and the WRA herein are contingent upon closure of the transaction between MKEC and Aquila wherein MKEC is acquiring the electric assets of Aquila in Kansas, also known as WestPlains or Aquila WPK. Accordingly, the Expanded WPA and the WRA described herein will not be effective unless the transaction is closed pursuant to the Asset Purchase Agreement between MKEC and Aquila, as approved by any applicable regulatory bodies. The New WPA is not contingent on such transaction closure or the execution of the attached Joint Service Agreement referenced above.

MKEC Acquisition:

Upon execution and Board approval of this Agreement by all parties:

1. Upon closure of the transaction between MKEC and Aquila, MKEC will make available to KEPCo under appropriate confidentiality comprehensive access to the confidential information on the transaction.
2. Sunflower will provide to KEPCo all available project information, including cost information, on the Holcomb East unit.
3. KEPCo will withdraw its protest in the FERC proceedings involving the acquisition by MKEC of the electric property of Aquila in Kansas and KEPCo will notify the Rural Utilities Service (RUS) that KEPCo has reached conditional agreement with MKEC and Sunflower.

Upon execution by the parties and approval by the KCC and RUS of the New WPA, this Settlement Agreement and the attached Shared Service Agreement, as outlined above, KEPCo shall withdraw its opposition in the KCC proceedings involving the acquisition by MKEC of the Aquila property in Kansas and shall not oppose that transaction in any forum or with any related or involved parties.

Except as expressly set forth herein, nothing in this Settlement Agreement or the attached Shared Service Agreement waives any other rights KEPCo or Sunflower may have in respect to their wholesale power contracts with their members.

Required Approvals:

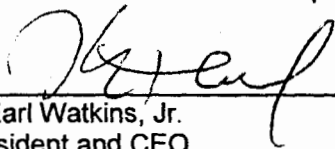
This Settlement Agreement is subject to approval of the governing Boards of Sunflower, MKEC, KEPCo, and any applicable regulatory bodies, including the RUS and the KCC, as required.

The New WPA, Extended WPA and WRA shall also be subject to the approval of the KCC, the RUS and any other of Sunflower's and KEPCo's lenders, as required. The terms of this Settlement Agreement are subject to such state and Federal laws and regulations as may be promulgated now or in the future.

Sunflower, MKEC and KEPCo will use their best efforts to obtain all necessary regulatory approvals.

Accepted and Agreed:

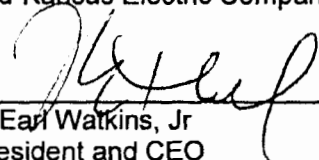
Sunflower Electric Power Corporation



L. Earl Watkins, Jr.
President and CEO

Date: 4/18/06

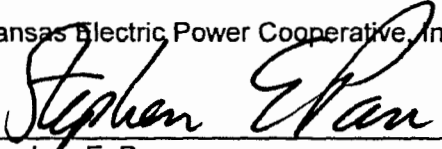
Mid-Kansas Electric Company, LLC



L. Earl Watkins, Jr.
President and CEO

Date: 4/18/06

Kansas Electric Power Cooperative, Inc.



Stephen E. Parr
Executive Vice President and CEO

Date: 6/7/06

Attachment: Shared Service Agreement

EXHIBIT G
To Joint Application

SUPPLEMENTAL AGREEMENT
TO
SETTLEMENT AGREEMENT

This Supplemental Agreement is made and entered into by and among Sunflower Electric Power Corporation (Sunflower), Mid-Kansas Electric Company, LLC (Mid-Kansas), and Kansas Electric Power Cooperative, Inc. (KEPCo) (collectively, Parties) this 2nd day of ~~July~~, 2006:

August
WHEREAS, the Parties have previously entered into a Settlement Agreement providing for three contracts for service for (i) all of the KEPCo metering points in the area now served by Sunflower under the existing Wholesale Power Agreement between Sunflower and KEPCo, (ii) all of the existing KEPCo loads now served by other suppliers utilizing the Aquila, Inc. transmission system, and (iii) all of the Mid-Kansas or its successor member acquired territory served under the all-requirements wholesale power contract between KEPCo and its members; and

WHEREAS, Sunflower, KEPCo, Prairie Land Electric Cooperative, Inc. (Prairie Land) and Victory Electric Cooperative Association, Inc., (Victory) have entered into a Shared Service Agreement which provides that the MKEC Load of Victory and Prairie Land will be served, in equal shares, by Sunflower and KEPCo under their respective all-requirements Wholesale Power Agreements with Victory and Prairie Land; and

WHEREAS, the Settlement Agreement is subject to approval of applicable regulatory bodies, including the RUS and the KCC; and

WHEREAS, the Shared Service Agreement is subject to the approval of the KCC and the RUS and will not become effective until such approvals are received; and

WHEREAS, the parties wish to set forth their understanding and agreement of suitable procedures for acquiring the necessary approvals for their agreements and other matters; and

WHEREAS, the Parties have agreed to use their best efforts to obtain all necessary regulatory approvals;

NOW THEREFORE, in consideration of the mutual agreements and promises hereafter set out, the Parties agree to the following:

1. The Parties jointly submitted the Settlement Agreement and the Shared Service Agreement to the RUS by joint letter of May 11, 2006, and agree to continue to support approval of the Settlement Agreement and the Shared Service Agreement by RUS.
2. Sunflower and KEPCo have completed the negotiation of the New Wholesale Power Agreement contemplated by the Settlement Agreement and have filed the same for approval with the RUS and with the KCC in Docket No. 06-SEPE-1203-CON. This filing

is pending approval by the RUS and has been approved by the KCC and Sunflower and KEPCo agree to continue to support approval of the New Wholesale Power Agreement by the RUS.

3. The Parties agree that the Expanded WPA contemplated by the Settlement Agreement will be negotiated in good faith consistent with the terms and conditions of the Settlement Agreement at such time as KEPCo gives the notice provided for in the Settlement Agreement and that the Expanded WPA will then be submitted to the KCC and the RUS for approval and the Parties agree that they will have the continuing obligation as established in the Settlement Agreement to use their best efforts to obtain such regulatory approvals.

4. The Parties agree that the Wholesale Requirements Agreement for service to the MKEC territory served by members of KEPCo will be negotiated in good faith and will be filed for approval with the RUS and the KCC contemporaneously with the filing for approval with those bodies of the proposal for MKEC to transfer the MKEC customers in the MKEC territory to Victory and Prairie Land and will be a condition to the effectiveness of such transfer. The Parties agree that they will have the continuing obligation as established in the Settlement Agreement to use their best efforts to obtain such regulatory approvals.

5. The Parties agree that the Shared Service Agreement, which is supplemental to and an essential part of the Settlement Agreement among the Parties, will be filed for approval with the KCC contemporaneously with the filing for approval of the proposal for MKEC to transfer the MKEC customers in the MKEC territory to Victory and Prairie Land and will be a condition to the effectiveness of such transfer. The Parties agree that they will have the continuing obligation as established in the Settlement Agreement to use their best efforts to obtain such regulatory approvals.

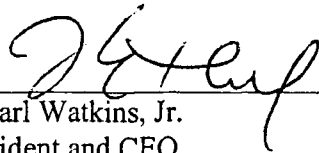
6. The Parties agree that any terms and conditions of the Settlement Agreement that are not formally included as part of the New WPA, the Expanded WPA, or the WRA are nonetheless effective contractual agreements among the Parties and may be enforced by any of them in any court or regulatory body having jurisdiction.

7. The Parties agree that the timing and schedule for the various approvals set forth above constitute compliance with the provision in the Settlement Agreement that the Settlement Agreement is subject to approval of any applicable regulatory bodies, including the RUS and the KCC, as required, and that no Party may defend an action to enforce the Settlement Agreement or any of its terms on the ground that timely approval was not sought or required.

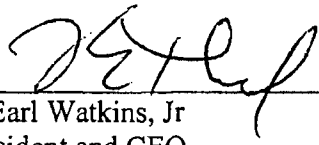
8. The Parties agree that this agreement, the Settlement Agreement, the Shared Service Agreement and any agreement negotiated to effectuate their purposes, shall be construed, wherever necessary to protect the interests of any party, to be binding on the Parties, their assignees, transferees, purchasers, lessees, subsidiaries, and affiliates.

Accepted and Agreed:

Sunflower Electric Power Corporation

✓  Date: 7/24/06
L. Earl Watkins, Jr.
President and CEO

Mid-Kansas Electric Company, LLC

✓  Date: 7/24/06
L. Earl Watkins, Jr.
President and CEO

Kansas Electric Power Cooperative, Inc.

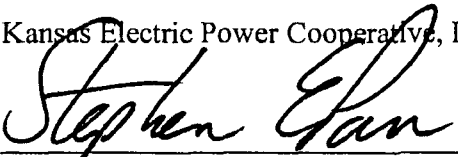
 Date: 8/2/06
Stephen E. Parr
Executive Vice President and CEO

EXHIBIT H-1
To Joint Application

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (*Assignment*), is made as of _____, by and between Lane-Scott Electric Cooperative, Inc. (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, Sunflower Electric Power Corporation, a corporation organized and existing under the laws of the State of Kansas (*Sunflower*) and Mid-Kansas Electric Company, LLC, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, Sunflower, a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (**Sunflower Members**), including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on *Exhibit A (Member Contract)*, the Member has agreed to purchase and receive from Sunflower all of its electric power and energy requirements for operation of the Member's system, the terms of which are as more specifically set forth in the Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, *the Mid-Kansas Members*) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (*WPK System*) of Aquila, Inc. (*Aquila*) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the *System*) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes (collectively, the *Notes*) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the *Secured Obligations*) are or may be secured by that certain Mortgage and Security Agreement, dated as of March 30, 2007, made by the Mid-Kansas, as mortgagor, and National Cooperative Services Corporation, a Virginia banking corporation (*NCSC*), as mortgagee, as it may hereafter be amended, supplemented or restated, from time to time (the *Mortgage*); and that are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1,

2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, each entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower operates the System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006 (**ARSOA**), performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that the Member purchase all capacity and energy required to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (**WRA**) by and between Mid-Kansas and the Member, dated as of even date herewith; and

WHEREAS, the Member acknowledges it has certain obligations under its Member Contract and wishes to undertake its obligations under the WRA in a manner that is consistent with its Wholesale Power Contract obligation to Sunflower under the Member Contract and the requirements of Sunflower's mortgagees; and

WHEREAS, the Member recognizes that the other Mid-Kansas Members, other than Southern Pioneer Electric Company, LLC, each have a Wholesale Power Contract with Sunflower (**Other Member Contracts**) (the Member Contract and Other Member Contracts, collectively, the **Sunflower Member Contracts**) and will, in similar assignments, dated as of even date herewith, each undertake its obligations under the WRA in a manner that is consistent with its obligation to Sunflower under its Other Member Contracts and the requirements

of Sunflower's mortgagees under that certain Consolidated Mortgage, Security Agreement, And Financing Statement made by and among Sunflower, as mortgagor and debtor, and RUS, CFC, and CoBank, ACB, as Mortgagees and Secured Parties, dated as of April 22, 2004, as amended by the Supplement dated as of July 26, 2007 (***Sunflower Mortgage***); and

WHEREAS, the Member recognizes that each of Prairie Land Electric Cooperative, Inc. and Victory Electric Cooperative Association, Inc. also have a Wholesale Power Contract with Kansas Electric Power Cooperative (***KEPCo***), the terms of which are as more specifically set forth in the KEPCo Member Contract (***KEPCo Member Agreement***) and will, in similar assignments, dated as of even date herewith, undertake its obligations under the WRA in a manner that is consistent with its obligations to KEPCo as to certain delivery points under the KEPCo Member Agreement and the requirements of KEPCo's mortgagees; and

WHEREAS, this Assignment and payments due to Mid-Kansas under this Assignment are pledged and assigned to secure the Secured Obligations as provided in the Mortgage and the holders of the Secured Obligations are relying on this Assignment and WRA to assure that the Secured Obligations are repaid and Sunflower and the Member, by executing this Assignment, acknowledge that reliance; and

WHEREAS, this Assignment, the Sunflower Member Contracts, and payments due to Sunflower under the Sunflower Member Contracts are pledged and assigned to secure Sunflower's secured obligations to lenders pursuant to the Sunflower Mortgage and the holders of such secured obligations are relying on the Sunflower Member Contracts to assure that the secured obligations are repaid and Sunflower and the Member, by executing this Assignment, are acknowledging that reliance; and

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Sunflower, Mid-Kansas and the Member hereby agree as follows:

1. OBLIGATIONS UNDER SUNFLOWER MEMBER CONTRACT. Sunflower and the Member acknowledge their existing and continuing obligations pursuant to the terms and conditions of the Member Contract.

2. ASSIGNMENT AND ASSUMPTION. The Member does hereby assign, grant, bargain, transfer and deliver unto Sunflower the contractual rights and obligations of the Member under the WRA, under the terms and conditions as set forth in the WRA but subject to the further terms and conditions of this Assignment. Sunflower does hereby accept the Member's assignment of the

WRA and assumes all contractual rights and obligations of the Member under the WRA, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment.

3. ZONAL RATES AND SERVICE FOR WPK TERRITORY. During the Term, Sunflower shall serve all of the Member's load in the service territory assigned to Member as described in the WRA (**Member WPK Territory**).

3.1. Service Obligation Met by WRA. The Member and Sunflower both agree that with respect to the Member's load within the Member WPK Territory, each shall be deemed to have fully performed its obligation to the other under the Member Contract by having entered into this Assignment.

3.2. Waiver of Right to Requirements from Sunflower. The Member waives any rights it may have under the Member Contract for service from Sunflower to serve the Member WPK Territory, other than the right to service from Mid-Kansas under the WRA.

3.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas, in the form and under the procedures set forth in the WRA. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Assignment, Sunflower shall not be directly or indirectly liable to Mid-Kansas for any payments owed by the Member to Mid-Kansas under the WRA.

3.4. Notices. Mid-Kansas shall continue to give all notices under the WRA, including invoices, to the Member, but shall provide a contemporaneous copy to Sunflower, as assignee. The Member shall continue to give all notices under the WRA to Mid-Kansas, but shall provide a contemporaneous copy to Sunflower.

3.5. Divisional Rates. Sunflower shall maintain from time to time under the Member Contract such separate rate schedules and other procedures as are necessary and appropriate, if any, to implement the provisions of this Section 3.

4. TERM. This Assignment shall be effective as of the later to occur (**Effective Date**) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 7.2. The term of this Assignment (**Term**) shall be from the Effective Date until the earliest of (i) April 1, 2021, (ii) termination of the Member Contract by operation of law, (iii) termination or expiration of the WRA; or (iv) the mutual written agreement of the parties.

5. ASSIGNMENTS.

5.1. General.

5.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 5.2 and 5.3 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

5.1.2. No sale, assignment, transfer or other disposition permitted by this Assignment shall affect, release or discharge either party from its rights or obligations under this Assignment.

5.1.3. The parties hereby confirm actual notice of and consent to the execution of agreements substantially similar to this Assignment, dated as of even date herewith, by each other Mid-Kansas Member and Sunflower and additionally, for Prairie Land Electric Cooperative, Inc. and Victory Electric Cooperative Association, Inc., with KEPCo.

5.2. Assignment for Security.

5.2.1. Notwithstanding any other provision of this Assignment, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit) a third party.

5.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of the other party to this Assignment, may

(a) cause this Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Assignment, sell, assign, transfer or otherwise dispose of this Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

6. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

6.1. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Assignment and supersedes all prior agreements, whether oral or written.

6.2. Amendments. No amendment to this Assignment shall be effective unless it has been approved in writing.

6.3. Conflicts. The provisions of this Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Assignment and the provisions of any amendments to the Schedules, provisions of this Assignment shall govern.

6.4. Counterparts. This Assignment may be executed in multiple counterparts to be construed as one.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

7.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Assignment.

7.1.2. It has the power and authority to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

7.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Assignment, and this Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

7.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Assignment, or (b) the performance by such party of its obligations under this Assignment, except such Authorizations as have been duly obtained or made.

7.1.5. None of the execution or delivery of this Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

7.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Assignment.

7.2. Bring-down of Representations and Warranties and Opinion of Counsel. Promptly upon the effectiveness of the WRA, and as a condition to the effectiveness of this Assignment, each party shall deliver to the other party:

(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 7 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

7.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF EITHER PARTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 7. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

8. GOVERNING LAW. Except to the extent governed by applicable federal law, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

9. DEFINITIONS AND INTERPRETATION.

9.1. Definitions.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Assignment or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

"Aquila" is defined in the third Whereas Clause.

"ARSOA" is defined in the seventh Whereas Clause.

"Assignment" is defined in the introductory paragraph.

"Assignment for Security" is defined in subsection 5.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Change in Law" means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after

the date hereof that were not enforced generally or in effect on or prior to such date.

"Effective Date" is defined in Section 4.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the fifth Whereas Clause.

"KEPCo" is defined in the eleventh Whereas Clause.

"KEPCo Member Agreement" is defined in the eleventh Whereas Clause.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member Contract" is defined in the second Whereas Clause.

"Member WPK Territory" is defined in Section 3.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the third Whereas Clause.

"Mortgage" is defined in the fifth Whereas Clause.

"NCSC" is defined in the fifth Whereas Clause.

"Notes" is defined in the fourth Whereas Clause.

"Notice" is defined in Section 10.

"Other Member Contracts" is defined in the tenth Whereas Clause.

"Pioneer" is defined in the third Whereas Clause.

"RUS" is the United States of America, acting by and through the Administrator of the Rural Utilities Service.

"Secured Obligations" is defined in the fifth Whereas Clause.

"Sunflower" is defined in the introductory paragraph.

"Sunflower Members" is defined in the first Whereas Clause.

"Sunflower Member Contracts" is defined in the tenth Whereas Clause.

"Sunflower Mortgage" is defined in the tenth Whereas Clause.

"System" is defined in the fourth Whereas Clause.

"Trustee" is defined in the fifth Whereas Clause.

"WPK System" is defined in the third Whereas Clause.

"WRA" is defined in the eighth Whereas Clause.

9.2. Rules of Construction. In this Assignment, including any Schedules, unless a clear contrary intention appears:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Assignment;
- (c) reference to any agreement (including this Assignment), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and

- in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (d) the captions, section and subsection headings in this Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Assignment;
 - (e) where technical terms are used in this Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
 - (f) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Assignment as a whole and not to any particular section or other provision hereof;
 - (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
 - (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

9.3. No Primary Drafter. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

10. NOTICES.

Unless otherwise specifically provided in this Assignment, all notices and other communications required or permitted to be given hereunder (**Notice**) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (ci) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service,

with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 14, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
300 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Lane-Scott Electric Cooperative, Inc
Attention: General Manager
410 S. High
Dighton, Kansas 67839
Phone: (620)-397-5327
Fax: (620)-397-5997

If to Sunflower:

Sunflower Electric Power Corporation
Attention: President and CEO
PO Box 1020
300 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Sunflower Electric Power Corporation
Attn: General Counsel
301 West 13th Street
P.O. Box 1020
Hays, KS 67601

WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

Sunflower Electric Power Corporation

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

Lane-Scott Electric Cooperative. Inc

By _____

Attested: _____

Assignment Agreement
Sunflower Electric Power Corporation
Lane-Scott Electric Cooperative, Inc.

EXHIBIT A

SUNFLOWER MEMBER CONTRACT

Wholesale Power Contract, dated May 15, 1968, as amended

EXHIBIT H-2
To Joint Application

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (*Assignment*), is made as of _____, by and between **Western Cooperative Electric Association, Inc.** (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, **Sunflower Electric Power Corporation**, a corporation organized and existing under the laws of the State of Kansas (*Sunflower*) and Mid-Kansas Electric Company, LLC, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, Sunflower, a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (**Sunflower Members**), including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on **Exhibit A (Member Contract)**, the Member has agreed to purchase and receive from Sunflower all of its electric power and energy requirements for operation of the Member's system, the terms of which are as more specifically set forth in the Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, **the Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (**WPK System**) of Aquila, Inc. (*Aquila*) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) are or may be secured by that certain Mortgage and Security Agreement, dated as of March 30, 2007, made by the Mid-Kansas, as mortgagor, and National Cooperative Services Corporation, a Virginia banking corporation (**NCSC**), as mortgagee, as it may hereafter be amended, supplemented or restated, from time to time (the **Mortgage**); and that are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1,

2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, each entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower operates the System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006 (**ARSOA**), performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that the Member purchase all capacity and energy required to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (**WRA**) by and between Mid-Kansas and the Member, dated as of even date herewith; and

WHEREAS, the Member acknowledges it has certain obligations under its Member Contract and wishes to undertake its obligations under the WRA in a manner that is consistent with its Wholesale Power Contract obligation to Sunflower under the Member Contract and the requirements of Sunflower's mortgagees; and

WHEREAS, the Member recognizes that the other Mid-Kansas Members, other than Southern Pioneer Electric Company, LLC, each have a Wholesale Power Contract with Sunflower (**Other Member Contracts**) (the Member Contract and Other Member Contracts, collectively, the **Sunflower Member Contracts**) and will, in similar assignments, dated as of even date herewith, each undertake its obligations under the WRA in a manner that is consistent with its obligation to Sunflower under its Other Member Contracts and the requirements

of Sunflower's mortgagees under that certain Consolidated Mortgage, Security Agreement, And Financing Statement made by and among Sunflower, as mortgagor and debtor, and RUS, CFC, and CoBank, ACB, as Mortgagees and Secured Parties, dated as of April 22, 2004, as amended by the Supplement dated as of July 26, 2007 (***Sunflower Mortgage***); and

WHEREAS, the Member recognizes that each of Prairie Land Electric Cooperative, Inc. and Victory Electric Cooperative Association, Inc. also have a Wholesale Power Contract with Kansas Electric Power Cooperative (***KEPCo***), the terms of which are as more specifically set forth in the KEPCo Member Contract (***KEPCo Member Agreement***) and will, in similar assignments, dated as of even date herewith, undertake its obligations under the WRA in a manner that is consistent with its obligations to KEPCo as to certain delivery points under the KEPCo Member Agreement and the requirements of KEPCo's mortgagees; and

WHEREAS, this Assignment and payments due to Mid-Kansas under this Assignment are pledged and assigned to secure the Secured Obligations as provided in the Mortgage and the holders of the Secured Obligations are relying on this Assignment and WRA to assure that the Secured Obligations are repaid and Sunflower and the Member, by executing this Assignment, acknowledge that reliance; and

WHEREAS, this Assignment, the Sunflower Member Contracts, and payments due to Sunflower under the Sunflower Member Contracts are pledged and assigned to secure Sunflower's secured obligations to lenders pursuant to the Sunflower Mortgage and the holders of such secured obligations are relying on the Sunflower Member Contracts to assure that the secured obligations are repaid and Sunflower and the Member, by executing this Assignment, are acknowledging that reliance; and

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Sunflower, Mid-Kansas and the Member hereby agree as follows:

1. OBLIGATIONS UNDER SUNFLOWER MEMBER CONTRACT. Sunflower and the Member acknowledge their existing and continuing obligations pursuant to the terms and conditions of the Member Contract.

2. ASSIGNMENT AND ASSUMPTION. The Member does hereby assign, grant, bargain, transfer and deliver unto Sunflower the contractual rights and obligations of the Member under the WRA, under the terms and conditions as set forth in the WRA but subject to the further terms and conditions of this Assignment. Sunflower does hereby accept the Member's assignment of the

WRA and assumes all contractual rights and obligations of the Member under the WRA, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment.

3. ZONAL RATES AND SERVICE FOR WPK TERRITORY. During the Term, Sunflower shall serve all of the Member's load in the service territory assigned to Member as described in the WRA (**Member WPK Territory**).

3.1. Service Obligation Met by WRA. The Member and Sunflower both agree that with respect to the Member's load within the Member WPK Territory, each shall be deemed to have fully performed its obligation to the other under the Member Contract by having entered into this Assignment.

3.2. Waiver of Right to Requirements from Sunflower. The Member waives any rights it may have under the Member Contract for service from Sunflower to serve the Member WPK Territory, other than the right to service from Mid-Kansas under the WRA.

3.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas, in the form and under the procedures set forth in the WRA. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Assignment, Sunflower shall not be directly or indirectly liable to Mid-Kansas for any payments owed by the Member to Mid-Kansas under the WRA.

3.4. Notices. Mid-Kansas shall continue to give all notices under the WRA, including invoices, to the Member, but shall provide a contemporaneous copy to Sunflower, as assignee. The Member shall continue to give all notices under the WRA to Mid-Kansas, but shall provide a contemporaneous copy to Sunflower.

3.5. Divisional Rates. Sunflower shall maintain from time to time under the Member Contract such separate rate schedules and other procedures as are necessary and appropriate, if any, to implement the provisions of this Section 3.

4. TERM. This Assignment shall be effective as of the later to occur (**Effective Date**) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 7.2. The term of this Assignment (**Term**) shall be from the Effective Date until the earliest of (i) April 1, 2021, (ii) termination of the Member Contract by operation of law, (iii) termination or expiration of the WRA; or (iv) the mutual written agreement of the parties.

5. ASSIGNMENTS.

5.1. General.

5.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 5.2 and 5.3 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

5.1.2. No sale, assignment, transfer or other disposition permitted by this Assignment shall affect, release or discharge either party from its rights or obligations under this Assignment.

5.1.3. The parties hereby confirm actual notice of and consent to the execution of agreements substantially similar to this Assignment, dated as of even date herewith, by each other Mid-Kansas Member and Sunflower and additionally, for Prairie Land Electric Cooperative, Inc. and Victory Electric Cooperative Association, Inc., with KEPCo.

5.2. Assignment for Security.

5.2.1. Notwithstanding any other provision of this Assignment, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit) a third party.

5.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of the other party to this Assignment, may

(a) cause this Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Assignment, sell, assign, transfer or otherwise dispose of this Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

6. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

6.1. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Assignment and supersedes all prior agreements, whether oral or written.

6.2. Amendments. No amendment to this Assignment shall be effective unless it has been approved in writing.

6.3. Conflicts. The provisions of this Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Assignment and the provisions of any amendments to the Schedules, provisions of this Assignment shall govern.

6.4. Counterparts. This Assignment may be executed in multiple counterparts to be construed as one.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

7.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Assignment.

7.1.2. It has the power and authority to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

7.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Assignment, and this Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

7.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Assignment, or (b) the performance by such party of its obligations under this Assignment, except such Authorizations as have been duly obtained or made.

7.1.5. None of the execution or delivery of this Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

7.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Assignment.

7.2. Bring-down of Representations and Warranties and Opinion of Counsel. Promptly upon the effectiveness of the WRA, and as a condition to the effectiveness of this Assignment, each party shall deliver to the other party:

(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 7 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

7.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF EITHER PARTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 7. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

8. GOVERNING LAW. Except to the extent governed by applicable federal law, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

9. DEFINITIONS AND INTERPRETATION.

9.1. Definitions.

“Applicable Law” means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Assignment or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

“Aquila” is defined in the third Whereas Clause.

“ARSOA” is defined in the seventh Whereas Clause.

“Assignment” is defined in the introductory paragraph.

“Assignment for Security” is defined in subsection 5.2.1.

“Authorization” means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

“Change in Law” means the adoption, promulgation, modification or reinterpretation by a Governmental Authority after the date hereof of any Applicable Law or any other restrictions or restraints imposed by Applicable Law or by rule, regulation or order of a Governmental Authority after

the date hereof that were not enforced generally or in effect on or prior to such date.

"Effective Date" is defined in Section 4.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the fifth Whereas Clause.

"KEPCo" is defined in the eleventh Whereas Clause.

"KEPCo Member Agreement" is defined in the eleventh Whereas Clause.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member Contract" is defined in the second Whereas Clause.

"Member WPK Territory" is defined in Section 3.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the third Whereas Clause.

"Mortgage" is defined in the fifth Whereas Clause.

"NCSC" is defined in the fifth Whereas Clause.

"Notes" is defined in the fourth Whereas Clause.

"Notice" is defined in Section 10.

"Other Member Contracts" is defined in the tenth Whereas Clause.

"Pioneer" is defined in the third Whereas Clause.

"RUS" is the United States of America, acting by and through the Administrator of the Rural Utilities Service.

"Secured Obligations" is defined in the fifth Whereas Clause.

"Sunflower" is defined in the introductory paragraph.

"Sunflower Members" is defined in the first Whereas Clause.

"Sunflower Member Contracts" is defined in the tenth Whereas Clause.

"Sunflower Mortgage" is defined in the tenth Whereas Clause.

"System" is defined in the fourth Whereas Clause.

"Trustee" is defined in the fifth Whereas Clause.

"WPK System" is defined in the third Whereas Clause.

"WRA" is defined in the eighth Whereas Clause.

9.2. Rules of Construction. In this Assignment, including any Schedules, unless a clear contrary intention appears:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Assignment;
- (c) reference to any agreement (including this Assignment), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and

- in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (d) the captions, section and subsection headings in this Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Assignment;
 - (e) where technical terms are used in this Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
 - (f) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Assignment as a whole and not to any particular section or other provision hereof;
 - (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
 - (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

9.3. No Primary Drafter. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

10. NOTICES.

Unless otherwise specifically provided in this Assignment, all notices and other communications required or permitted to be given hereunder (**Notice**) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (ci) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service,

with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 14, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

If to the Member:

Western Cooperative Electric Association, Inc.
Attention: General Manager
635 S. 13th St.
WaKeeney, Kansas 67672
Phone: (785)-743-5561
Fax: (785)-743-2717

If to Sunflower:

Sunflower Electric Power Corporation
Attention: President and CEO
P.O. Box 1020
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Sunflower Electric Power Corporation
Attn: General Counsel
301 West 13th Street
P.O. Box 1020
Hays, KS 67601

WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

**Sunflower Electric Power
Corporation**

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

**Western Cooperative Electric
Association, Inc.**

By _____

Attested: _____

Assignment Agreement
Sunflower Electric Power Corporation
Western Cooperative Electric, Association, Inc.

EXHIBIT A

SUNFLOWER MEMBER CONTRACT

Wholesale Power Contract, dated January 16, 1958, as amended

EXHIBIT H-3

To Joint Application

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (*Assignment*), is made as of _____, by and between **Wheatland Electric Cooperative, Inc.** (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, **Sunflower Electric Power Corporation**, a corporation organized and existing under the laws of the State of Kansas (*Sunflower*) and Mid-Kansas Electric Company, LLC, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, Sunflower, a generation and transmission not-for-profit, membership corporation serving western Kansas, is owned by six electric distribution cooperatives (**Sunflower Members**), including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on **Exhibit A (Member Contract)**, the Member has agreed to purchase and receive from Sunflower all of its electric power and energy requirements for operation of the Member's system, the terms of which are as more specifically set forth in the Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, **the Mid-Kansas Members**) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (**WPK System**) of Aquila, Inc. (*Aquila*) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System (collectively, the **System**) in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes (collectively, the **Notes**) made by, or securities issued to, or obligations undertaken to, others; and

WHEREAS, the Notes and certain of the loans made by, or securities issued to, or obligations undertaken to, others (collectively, with the Notes, the **Secured Obligations**) are or may be secured by that certain Mortgage and Security Agreement, dated as of March 30, 2007, made by the Mid-Kansas, as mortgagor, and National Cooperative Services Corporation, a Virginia banking corporation (**NCSC**), as mortgagee, as it may hereafter be amended, supplemented or restated, from time to time (the **Mortgage**); and that are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1,

2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee (the **Trustee**), as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through the Mid-Kansas Members, pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, each entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower operates the System pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006 (**ARSOA**), performing, *inter alia*, all such services with respect to the Mid-Kansas Member load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all at cost, and which costs Mid-Kansas then passes on to the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for retail electric customers to the Mid-Kansas Members, including the Member, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations under its Notes and Secured Obligations, it is necessary that the Member purchase all capacity and energy required to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (**WRA**) by and between Mid-Kansas and the Member, dated as of even date herewith; and

WHEREAS, the Member acknowledges it has certain obligations under its Member Contract and wishes to undertake its obligations under the WRA in a manner that is consistent with its Wholesale Power Contract obligation to Sunflower under the Member Contract and the requirements of Sunflower's mortgagees; and

WHEREAS, the Member recognizes that the other Mid-Kansas Members, other than Southern Pioneer Electric Company, LLC, each have a Wholesale Power Contract with Sunflower (**Other Member Contracts**) (the Member Contract and Other Member Contracts, collectively, the **Sunflower Member Contracts**) and will, in similar assignments, dated as of even date herewith, each undertake its obligations under the WRA in a manner that is consistent with its obligation to Sunflower under its Other Member Contracts and the requirements

of Sunflower's mortgagees under that certain Consolidated Mortgage, Security Agreement, And Financing Statement made by and among Sunflower, as mortgagor and debtor, and RUS, CFC, and CoBank, ACB, as Mortgagees and Secured Parties, dated as of April 22, 2004, as amended by the Supplement dated as of July 26, 2007 (***Sunflower Mortgage***); and

WHEREAS, the Member recognizes that each of Prairie Land Electric Cooperative, Inc. and Victory Electric Cooperative Association, Inc. also have a Wholesale Power Contract with Kansas Electric Power Cooperative (***KEPCo***), the terms of which are as more specifically set forth in the KEPCo Member Contract (***KEPCo Member Agreement***) and will, in similar assignments, dated as of even date herewith, undertake its obligations under the WRA in a manner that is consistent with its obligations to KEPCo as to certain delivery points under the KEPCo Member Agreement and the requirements of KEPCo's mortgagees; and

WHEREAS, this Assignment and payments due to Mid-Kansas under this Assignment are pledged and assigned to secure the Secured Obligations as provided in the Mortgage and the holders of the Secured Obligations are relying on this Assignment and WRA to assure that the Secured Obligations are repaid and Sunflower and the Member, by executing this Assignment, acknowledge that reliance; and

WHEREAS, this Assignment, the Sunflower Member Contracts, and payments due to Sunflower under the Sunflower Member Contracts are pledged and assigned to secure Sunflower's secured obligations to lenders pursuant to the Sunflower Mortgage and the holders of such secured obligations are relying on the Sunflower Member Contracts to assure that the secured obligations are repaid and Sunflower and the Member, by executing this Assignment, are acknowledging that reliance; and

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Sunflower, Mid-Kansas and the Member hereby agree as follows:

1. **OBLIGATIONS UNDER SUNFLOWER MEMBER CONTRACT.** Sunflower and the Member acknowledge their existing and continuing obligations pursuant to the terms and conditions of the Member Contract.

2. **ASSIGNMENT AND ASSUMPTION.** The Member does hereby assign, grant, bargain, transfer and deliver unto Sunflower the contractual rights and obligations of the Member under the WRA, under the terms and conditions as set forth in the WRA but subject to the further terms and conditions of this Assignment. Sunflower does hereby accept the Member's assignment of the

WRA and assumes all contractual rights and obligations of the Member under the WRA, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment.

3. ZONAL RATES AND SERVICE FOR WPK TERRITORY. During the Term, Sunflower shall serve all of the Member's load in the service territory assigned to Member as described in the WRA (**Member WPK Territory**).

3.1. Service Obligation Met by WRA. The Member and Sunflower both agree that with respect to the Member's load within the Member WPK Territory, each shall be deemed to have fully performed its obligation to the other under the Member Contract by having entered into this Assignment.

3.2. Waiver of Right to Requirements from Sunflower. The Member waives any rights it may have under the Member Contract for service from Sunflower to serve the Member WPK Territory, other than the right to service from Mid-Kansas under the WRA.

3.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas, in the form and under the procedures set forth in the WRA. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Assignment, Sunflower shall not be directly or indirectly liable to Mid-Kansas for any payments owed by the Member to Mid-Kansas under the WRA.

3.4. Notices. Mid-Kansas shall continue to give all notices under the WRA, including invoices, to the Member, but shall provide a contemporaneous copy to Sunflower, as assignee. The Member shall continue to give all notices under the WRA to Mid-Kansas, but shall provide a contemporaneous copy to Sunflower.

3.5. Divisional Rates. Sunflower shall maintain from time to time under the Member Contract such separate rate schedules and other procedures as are necessary and appropriate, if any, to implement the provisions of this Section 3.

4. TERM. This Assignment shall be effective as of the later to occur (**Effective Date**) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 7.2. The term of this Assignment (**Term**) shall be from the Effective Date until the earliest of (i) April 1, 2021, (ii) termination of the Member Contract by operation of law, (iii) termination or expiration of the WRA; or (iv) the mutual written agreement of the parties.

5. ASSIGNMENTS.

5.1. General.

5.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by either party other than pursuant to subsections 5.2 and 5.3 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

5.1.2. No sale, assignment, transfer or other disposition permitted by this Assignment shall affect, release or discharge either party from its rights or obligations under this Assignment.

5.1.3. The parties hereby confirm actual notice of and consent to the execution of agreements substantially similar to this Assignment, dated as of even date herewith, by each other Mid-Kansas Member and Sunflower and additionally, for Prairie Land Electric Cooperative, Inc. and Victory Electric Cooperative Association, Inc., with KEPCo.

5.2. Assignment for Security.

5.2.1. Notwithstanding any other provision of this Assignment, a party, without the other party's consent, may assign, transfer, mortgage or pledge its interest in this Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit) a third party.

5.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of the other party to this Assignment, may

(a) cause this Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Assignment, sell, assign, transfer or otherwise dispose of this Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

6. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

6.1. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Assignment and supersedes all prior agreements, whether oral or written.

6.2. Amendments. No amendment to this Assignment shall be effective unless it has been approved in writing.

6.3. Conflicts. The provisions of this Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Assignment and the provisions of any amendments to the Schedules, provisions of this Assignment shall govern.

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7.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Assignment, and this Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

7.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Assignment, or (b) the performance by such party of its obligations under this Assignment, except such Authorizations as have been duly obtained or made.

7.1.5. None of the execution or delivery of this Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

7.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Assignment.

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(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 7 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

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the date hereof that were not enforced generally or in effect on or prior to such date.

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"RUS" is the United States of America, acting by and through the Administrator of the Rural Utilities Service.

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- in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- (d) the captions, section and subsection headings in this Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Assignment;
 - (e) where technical terms are used in this Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
 - (f) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Assignment as a whole and not to any particular section or other provision hereof;
 - (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
 - (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

9.3. No Primary Drafter. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

10. NOTICES.

Unless otherwise specifically provided in this Assignment, all notices and other communications required or permitted to be given hereunder (**Notice**) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (c) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service,

with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 14, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
PO Box 1020
300 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 1020
Hays, KS 67601

If to the Member:

Wheatland Electric Cooperative, Inc
Attention: General Manager
101 Main Street
Scott City, Kansas 67871
Phone: (620)-872-5885

If to Sunflower:

Sunflower Electric Power Corporation
Attention: President and CEO
PO Box 980
300 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Sunflower Electric Power Corporation
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601

WITNESS WHEREOF, the undersigned have executed this Assignment
as of the day and year first above written.

**Sunflower Electric Power
Corporation**

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

Wheatland Electric Cooperative. Inc

By _____

Attested: _____

Assignment Agreement
Sunflower Electric Power Corporation
Wheatland Electric Cooperative, Inc.

EXHIBIT A

SUNFLOWER MEMBER CONTRACT

Wholesale Power Contract, dated May 15, 1968, as amended

EXHIBIT H-4
To Joint Application

PARTIAL ASSIGNMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AGREEMENT (this *Partial Assignment*), is made as of _____, by and among **Prairie Land Electric Cooperative, Inc.** (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, **Kansas Electric Power Cooperative, Inc.** an electric cooperative organized and existing under the laws of the State of Kansas (*KEPCo*), and **Mid-Kansas Electric Company, LLC**, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, KEPCo is an electric cooperative serving a portion of Kansas and is owned by nineteen electric distribution cooperatives, including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between KEPCo and the Member, more fully described on *Exhibit A* (the *KEPCo Member Contract*), the Member has agreed to purchase and receive from KEPCo part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the KEPCo Member Contract; and

WHEREAS, Sunflower Electric Power Corporation (*Sunflower*), a generation and transmission not-for-profit corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the *Sunflower Members*), including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on *Exhibit A* (the *Sunflower Member Contract*), the Member has agreed to purchase and receive from Sunflower part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the Sunflower Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, *the Mid-Kansas Members*) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (collectively, the *WPK System*) of Aquila, Inc. (*Aquila*) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes or bonds (collectively, the *Notes*); and

WHEREAS, the Notes are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee, as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through the distribution system of the Mid-Kansas Members, initially pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, entered into between Mid-Kansas and each of the Mid-Kansas Members, including the Member; and

WHEREAS, Sunflower operates the WPK System for Mid-Kansas pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas retail customer load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' retail customer load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services, all such services provided at cost, which costs Mid-Kansas then recovers from its retail customers through billing handled on its behalf by the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for the retail customers to the Mid-Kansas Members, including a portion thereof to the Member, provided and for so long as Mid-Kansas supplies through this Partial Assignment or otherwise, such customers and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations to Mid-Kansas Members, including the Member, and under its Notes and other third party obligations, it is necessary that the Mid-Kansas Members purchase all necessary capacity and energy to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (collectively, the **WRAs** and each individually, a **WRA**) by and between Mid-Kansas and each of the Mid-Kansas Members, each dated as of even date herewith, and to pay to Mid-Kansas rates sufficient to cover all of Mid-Kansas' costs, including amounts due under the Notes and to other third parties; and

WHEREAS, Mid-Kansas, KEPCo and the Member are entering into this Partial Assignment to implement and in satisfaction of certain of their agreements and obligations contained in that certain Settlement Agreement, as supplemented, among Mid-Kansas, KEPCo and Sunflower, and that certain Shared Services Agreement, as supplemented, among Sunflower, KEPCo, Victory Electric Cooperative Association, Inc. (**Victory**), and the Member

(collectively, together with the KEPCo Member Contract, the **Applicable Agreements**); and

WHEREAS, this Partial Assignment, the WRA and the payments due to Mid-Kansas under the WRA are pledged and assigned to secure the Notes as provided in the Indenture and KEPCo and the Member, by executing this Partial Assignment, acknowledge such pledge.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, and in accordance with the Applicable Agreements, KEPCo, Mid-Kansas and the Member each hereby agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** During the term of this Partial Assignment, the Member does hereby assign, grant, bargain, transfer and deliver unto KEPCo an undivided one-half interest in its rights under the WRA to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory (as defined in the WRA), under the terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Partial Assignment, such assignment of the right to receive to be for the sole purpose of permitting KEPCo to deliver such capacity and energy from Mid-Kansas to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. KEPCo does hereby accept such assignment and hereby assumes an undivided one-half interest under the WRA of all associated contractual obligations of the Member to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Partial Assignment, such receipt by KEPCo to be for the sole purpose of delivering such capacity and energy to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. If for any reason the capacity and energy to serve the requirements for the operation of the Member's system in the Member's WPK Territory is not provided by Mid-Kansas, directly or indirectly (other than due to a failure by Mid-Kansas to make such delivery), then this Partial Assignment automatically and without further act by any party shall terminate and be of no further force of effect (except as otherwise expressly provided here).

2. **SERVICE FOR WPK TERRITORY.** During the Term, KEPCo shall be deemed to serve one-half of all Member load in the Member WPK Territory.

2.1. **Satisfactions and Relinquishment of Right to Requirements/Service under Applicable Agreements; Limitation of KEPCo Liability.** The parties hereto acknowledge and agree that the execution and delivery of this Partial Assignment implements and satisfies any and all of the Member's right to be served and any and all of KEPCo's right to serve under the

Applicable Agreements. The Member and KEPCo both agree that with respect to the capacity and energy necessary for the operation of the Member's system in the Member's WPK Territory, each shall be deemed to have fully performed its obligations, if any, to the other under the Applicable Agreements by having entered into this Partial Assignment. Accordingly, (i) the Member hereby relinquishes, which relinquishment shall survive any termination of this Partial Assignment, any right it may have under the Applicable Agreements for service from KEPCo to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Partial Assignment, and (ii) KEPCo likewise hereby relinquishes, which relinquishment shall survive any termination of this Partial Assignment, any right it may have under the Applicable Agreements to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Partial Assignment. Mid-Kansas shall deliver and sell to the Member, either through this Partial Assignment or otherwise, all of the capacity and energy required for the operation of the Member's system in the Member's WPK Territory, and each of the Member and Mid-Kansas acknowledges and agrees that KEPCo shall have no liability to the Member or Mid-Kansas for the delivery or sale of such capacity or energy.

2.2. Rates. The wholesale rate for the capacity and energy provided to meet the requirements for the operation of the Member's system in the Member's WPK Territory shall be Mid-Kansas wholesale rate as it may be modified from time to time as provided in the Member's WRAs, with such additions thereto, if any, as KEPCo sets subject to the approval of the Kansas Corporation Commission (**Commission**) and recoverable in the Member's retail rates (**Approved Rate Additions**), regardless of whether or not KEPCo is exempt from regulation by the Commission.

2.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas (other than Approved Rate Additions, if any, which shall be paid by the Member to KEPCo), whether service is provided by KEPCo or Mid-Kansas, in the form and under the procedures set forth in the Member's WRA, and KEPCo irrevocably directs the Member to make all such payments directly to Mid-Kansas and acknowledges that such payments (together with the payment to KEPCo of any Approved Rate Additions) satisfy any and all obligations of the Member, if any, to make payments under the Applicable Agreements or herein with respect to service to the WRA Territory, whether service is provided by KEPCo or Mid-Kansas, which direction and satisfaction shall survive any termination of this Partial Assignment. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Partial Assignment, KEPCo shall not be liable, directly or indirectly, to Mid-Kansas for any payment owed by the Member to Mid-Kansas under the Member's WRA or hereunder.

2.4. 2.4 Notices. Mid-Kansas shall continue to give all notices under its WRA, including invoices, to the Member, but shall provide a contemporaneous copy to KEPCo, as partial assignee. The Member shall continue to give all notices under its WRA to Mid-Kansas, but shall provide a contemporaneous copy to KEPCo.

3. TERM; EFFECT OF TERMINATION. This Partial Assignment shall be effective as of the later to occur (the *Effective Date*) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 6.2. The term of this Partial Assignment (the *Term*) shall be from the Effective Date until the earliest of (i) December 31, 2020, (ii) termination or expiration of the KEPCo Member Contract, (iii) termination or expiration of the WRA, or (iv) mutual written agreement of the parties to terminate this Partial Assignment. Upon any termination of the assignment contained in this Partial Assignment or of KEPCo's obligation to receive from Mid-Kansas and deliver all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, other than due to clause (iii) in the immediately preceding sentence, the Member shall have all of its obligations to purchase from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, and Mid-Kansas shall have all of its obligations to sell and deliver to the Member all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The agreements, forfeitures, waivers, directions, satisfactions and acknowledgments in Subsections 2.1 and 2.3 shall survive any termination of this Partial Assignment..

4. ASSIGNMENTS.

4.1. General.

4.1.1. This Partial Assignment shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Partial Assignment may not be assigned by any party other than with the consent of the other non-assigning parties or pursuant to Subsections 4.2 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

4.1.2. No sale, assignment, transfer or other disposition permitted by this Partial Assignment shall affect, release or discharge either party from its rights or obligations under this Partial Assignment.

4.1.3. The parties hereby confirm actual notice of and consent to the execution of an agreement substantially similar to this Partial Assignment, dated as of even date herewith, between Mid-Kansas, Victory and KEPCo.

4.2. Assignment for Security.

4.2.1. Notwithstanding any other provision of this Partial Assignment, a party, without any other party's consent, may assign, transfer, mortgage or pledge its interest in this Partial Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Partial Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit of any third party.

4.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of the any party to this Partial Assignment, may

(a) cause this Partial Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Partial Assignment, sell, assign, transfer or otherwise dispose of this Partial Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

5. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

5.1 Entire Agreement. This Partial Assignment constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Partial Assignment and supersedes all prior agreements, whether oral or written.

5.2 Amendments. No amendment to this Partial Assignment shall be effective unless it has been approved in writing.

5.3 Conflicts. The provisions of this Partial Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Partial Assignment and the provisions of any amendments to the Schedules, provisions of this Partial Assignment shall govern.

5.4 Counterparts. This Partial Assignment may be executed in multiple counterparts to be construed as one.

5.5 Severability. If any part, term, or provision of this Partial Assignment is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the

rights and obligations of the parties shall be construed and enforced as if this Partial Assignment did not contain the particular part, term, or provision held to be unenforceable.

6 REPRESENTATIONS AND WARRANTIES.

6.1 Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

6.1.1 It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Partial Assignment.

6.1.2 It has the power and authority to execute and deliver this Partial Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

6.1.3 It has taken all necessary action to authorize the execution, delivery and performance of this Partial Assignment, and this Partial Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

6.1.4 No Authorization is required for (a) the due and valid execution and delivery of this Partial Assignment, or (b) the performance by such party of its obligations under this Partial Assignment, except such Authorizations as have been duly obtained or made.

6.1.5 None of the execution or delivery of this Partial Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

6.1.6 Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending,

or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Partial Assignment.

6.2 Bringdown of Representations and Warranties and Opinion of Counsel. Promptly upon the effectiveness of the Member's WRA, and as a condition to the effectiveness of this Partial Assignment, each party shall deliver to the other party:

(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 6 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

6.3 EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF ANY PARTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 6. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

7 **GOVERNING LAW.** Except to the extent governed by applicable federal law, this Partial Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

8 **DEFINITIONS AND INTERPRETATION.**

8.1 **Definitions.**

"Applicable Agreements" is defined in the eleventh Whereas Clause.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Partial Assignment or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith. **"Approved Rate Additions"** is defined in Subsection 2.2.

"Aquila" is defined in the fifth Whereas clause.

"Assignment for Security" is defined in Subsection 4.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent,

lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Commission" is defined in Subsection 2.2.

"Effective Date" is defined in Section 3.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the seventh Whereas Clause.

"KEPCo" is defined in the introductory paragraph.

"KEPCo Member Contract" is defined in the second Whereas Clause.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member WPK Territory" is defined by reference in section 1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the fifth Whereas Clause.

"Notes" is defined in the sixth Whereas Clause.

"Notice" is defined in Section 9.

"Partial Assignment" is defined in the introductory paragraph.

"Pioneer" is defined in the fifth Whereas Clause.

"Sunflower" is defined in the third Whereas Clause.

"Sunflower Member Contract" is defined in the fourth Whereas Clause.

"Sunflower Members" is defined in the third Whereas Clause. **"Term"** is defined in Section 3.

"Victory" is defined in the eleventh Whereas Clause.

"WPK System" is defined in the fifth Whereas Clause.

“WRA” is defined in the tenth Whereas Clause.

8.2 Rules of Construction. In this Partial Assignment, including any Schedules, unless a clear contrary intention appears:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Partial Assignment;
- (c) reference to any agreement (including this Partial Assignment), document, instrument or tariff means such agreement, document, instrument or tariff as amended, supplemented or modified, extended or replaces and in effect from time to time in accordance with the terms thereof;
- (d) the captions, section and subsection headings in this Partial Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Partial Assignment;
- (e) where technical terms are used in this Partial Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
- (f) “hereunder,” “hereof,” “hereto,” “herein” and words of similar import are references to this Partial Assignment as a whole and not to any particular section or other provision hereof;
- (g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and
- (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

8.3 No Primary Drafter. This Partial Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Partial Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

9 NOTICES.

Unless otherwise specifically provided in this Partial Assignment, all notices and other communications required or permitted to be given hereunder

(Notice) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (c) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 9, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 1020
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
301 West 13th Street
P.O. Box 980
Hays, KS 67601
Attn: General Counsel

If to the Member:

Prairie Land Electric Cooperative, Inc.
Attention: CEO
14935 U.S. Hwy. 36
Norton, Kansas 67654
Phone: (785)-877-3323
Fax: (785)-877-3572

With a copy to:

Kansas Electric Power Cooperative, Inc.
Attention: President and CEO
600 SW Corporate View
Topeka, Kansas 66604-0877
Phone: (785) 273-7010
Fax: (785) 271-4888

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Partial Assignment as of the day and year first above written.

**Kansas Electric Power Cooperative,
Inc.**

By _____

Attested: _____

**Prairie Land Electric Cooperative,
Inc.**

By _____

Attested: _____

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

EXHIBIT A

KEPCO – PRAIRIE LAND MEMBER CONTRACT

Wholesale Power Contract, dated September 21, 1977, as amended (originally with The Norton-Decatur Coop Electric Co, Inc.

SUNFLOWER – PRAIRIE LAND MEMBER CONTRACT

Wholesale Power Contract, dated February 10, 1958, as amended.

EXHIBIT H-5
To Joint Application

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this *Assignment*) is made as of _____, by and among **Prairie Land Electric Cooperative, Inc.** (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, **Sunflower Electric Power Corporation**, a corporation organized and existing under the laws of the State of Kansas (*Sunflower*) and **Mid-Kansas Electric Company, LLC**, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, Sunflower, a generation and transmission not-for-profit, membership corporation serving portions of Kansas, and is owned by six electric distribution cooperatives, including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on *Exhibit A* (the *Sunflower Member Contract*), the Member has agreed to purchase and receive from Sunflower part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the Sunflower Member Contract; and

WHEREAS, Kansas Electric Power Cooperative (*KEPCo*), an electric cooperative organized and existing under the laws of Kansas serving a portion of Kansas, is owned by nineteen electric distribution cooperatives (collectively, the *KEPCo Members*), including the Member; and

WHEREAS, pursuant to a Wholesale Power Contract between KEPCo and Member, more fully described on *Exhibit A* (the *KEPCo Member Contract*), the Member has agreed to purchase and receive from KEPCo part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the KEPCo Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the *Mid-Kansas Members*) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (collectively, the *WPK System*) of Aquila, Inc. and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System in whole or in part through loans, and may in the future

obtain additional loans, evidenced by mortgage notes or bonds (collectively, the **Notes**); and

WHEREAS, the Notes are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee, as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through distribution system of the Mid-Kansas Members, initially pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower operates the WPK System for Mid-Kansas pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas retail customer load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' retail customer load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all such services provided at cost, which costs Mid-Kansas then recovers from its retail customers through billing handled on its behalf by the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for the retail customers to the Mid-Kansas Members, including a portion thereof to the Member, provided and for so long as Mid-Kansas supplies through this Assignment or otherwise, such customers, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations under its Notes and other third party obligations, it is necessary that the Mid-Kansas Members purchase all necessary capacity and energy to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (collectively, the **WRAs**, and individually, a **WRA**) by and between Mid-Kansas and each of the Mid-Kansas Members, each dated as of even date herewith, and to pay to Mid-Kansas rates sufficient to cover all of Mid-Kansas' costs, including amounts due under the Notes and to other third parties; and

WHEREAS, Mid-Kansas, Sunflower and the Member are entering into this Assignment to implement and in satisfaction of certain of their agreements and obligations contained in that certain Settlement Agreement, as supplemented, among Mid-Kansas, KEPCo and Sunflower, and that certain Shared Services Agreement, as supplemented, among Sunflower, KEPCo, Victory Electric

Cooperative Association, Inc (**Victory**) and the Member (collectively, together with the Sunflower Member Contract, the **Applicable Agreements**); and

WHEREAS, this Assignment, WRA and the payments due to Mid-Kansas under this WRA are pledged and assigned to secure the Notes as provided in the Indenture and Sunflower and the Member, by executing this Assignment, acknowledge that such pledge.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, and in accordance with the Applicable Agreements, Sunflower, Mid-Kansas and the Member hereby agree as follows:

1. ASSIGNMENT AND ASSUMPTION. During the term of this Assignment, the Member does hereby assign, grant, bargain, transfer and deliver unto Sunflower an undivided one-half interest in its rights under the WRA to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory (as defined in the WRA), under the terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment, such assignment of the right to receive to be for the sole purpose of permitting Sunflower to deliver such capacity and energy from Mid-Kansas to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. Sunflower does hereby accept such assignment and hereby assumes an undivided one-half interest under the WRA of all associated contractual obligations of the Member to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment, such receipt by Sunflower to be for the sole purpose of delivering such capacity and energy to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. If for any reason the capacity and energy to serve the requirements for the operation of the Member's system in the Member's WPK Territory is not provided by Mid-Kansas, directly or indirectly (other than due to a failure by Mid-Kansas to make such delivery), then this Assignment automatically and without further act by any party shall terminate and be of no further force of effect (except as otherwise expressly provided here).

2. SERVICE FOR WPK TERRITORY. During the Term, Sunflower shall be deemed to serve one-half of the Member's load in the Member WPK Territory.

2.1. Satisfactions and Relinquishment of Right to Requirements/Service under Applicable Agreements; Limitation of Sunflower Liability. The parties hereto acknowledge and agree that the execution and delivery of this Assignment implements and satisfies any and all of the Member's right to be served and any and all of Sunflower's right to serve under the Applicable Agreements. The Member and Sunflower both agree that with respect to the capacity and energy necessary for the operation of the Member's system in the Member's WPK Territory, each shall be deemed to have

fully performed its obligations, if any, to the other under the Applicable Agreements by having entered into this Assignment. Accordingly, (i) the Member hereby relinquishes, which relinquishment shall survive any termination of this Assignment, any right it may have under the Applicable Agreements for service from Sunflower to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Assignment, and (ii) Sunflower likewise hereby relinquishes, which relinquishment shall survive any termination of this Assignment, any right it may have under the Applicable Agreements to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Assignment. Mid-Kansas shall deliver and sell to the Member, either through this Assignment or otherwise, all of the capacity and energy required for the operation of the Member's system in the Member's WPK Territory, and each of the Member and Mid-Kansas acknowledges and agrees that Sunflower shall have no liability to the Member or Mid-Kansas for the delivery or sale of such capacity or energy.

2.2. Rates. The wholesale rate for the capacity and energy provided to meet the requirements for the operation of the Member's system in the Member's WPK Territory shall be Mid-Kansas wholesale rate as it may be modified from time to time as provided in the Members' WRAs.

2.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas, whether service is provided by Sunflower or Mid-Kansas, in the form and under the procedures set forth in the Member's WRA, and Sunflower irrevocably directs the Member to make all such payments directly to Mid-Kansas and acknowledges that such payments satisfy any and all obligations of the Member, if any, to make payments under the Applicable Agreements or herein with respect to service to the WRA Territory, whether service is provided by Sunflower or Mid-Kansas, which direction and satisfaction shall survive any termination of this Assignment. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Assignment, Sunflower shall not be liable, directly or indirectly, to Mid-Kansas for any payment owed by the Member to Mid-Kansas under the Member's WRA or hereunder.

2.4. 2.4 Notices. Mid-Kansas shall continue to give all notices under its WRA, including invoices, to the Member, but shall provide a contemporaneous copy to Sunflower, as assignee. The Member shall continue to give all notices under its WRA to Mid-Kansas, but shall provide a contemporaneous copy to Sunflower.

3. TERM; EFFECT OF TERMINATION. This Assignment shall be effective as of the later to occur (the *Effective Date*) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 6.2. The term of

this Assignment (the **Term**) shall be from the Effective Date until the earliest of (i) April 1, 2021, (ii) termination or expiration of the Sunflower Member Contract, (iii) termination or expiration of the WRA; or (iv) mutual written agreement of the parties to terminate this Assignment. Upon any termination of the assignment contained in the Assignment or of Sunflower's obligation to receive from Mid-Kansas and deliver all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, other than due to clause (iii) in the immediately preceding sentence, the Member shall have all of its obligations to purchase from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, and Mid-Kansas shall have all of its obligations to sell and deliver to the Member all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The agreements, forfeitures, waivers, directions, satisfactions and acknowledgments in Subsections 2.1 and 2.3 shall survive any termination of this Assignment.

4. ASSIGNMENTS.

4.1. General.

4.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by any party other than with the consent of the other non-assigning parties or pursuant to subsections 4.2 and 4.3 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

4.1.2. No sale, assignment, transfer or other disposition permitted by this Assignment shall affect, release or discharge either party from its rights or obligations under this Assignment.

4.1.3. The parties hereby confirm actual notice of and consent to the execution of agreements substantially similar to this Assignment, dated as of even date herewith, between Mid-Kansas, Victory and Sunflower.

4.2. Assignment for Security.

4.2.1. Notwithstanding any other provision of this Assignment, a party, without any party's consent, may assign, transfer, mortgage or pledge its interest in this Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit of any third party.

4.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of any other party to this Assignment, may

(a) cause this Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Assignment, sell, assign, transfer or otherwise dispose of this Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on the Agreement pursuant to the terms of the Assignment for Security).

5. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

5.1. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Assignment and supersedes all prior agreements, whether oral or written.

5.2. Amendments. No amendment to this Assignment shall be effective unless it has been approved in writing.

5.3. Conflicts. The provisions of this Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Assignment and the provisions of any amendments to the Schedules, provisions of this Assignment shall govern.

5.4. Counterparts. This Assignment may be executed in multiple counterparts to be construed as one.

5.5. Severability. If any part, term, or provision of this Assignment is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Assignment did not contain the particular part, term, or provision held to be unenforceable.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

6.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Assignment.

6.1.2. It has the power and authority to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

6.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Assignment, and this Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

6.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Assignment, or (b) the performance by such party of its obligations under this Assignment, except such Authorizations as have been duly obtained or made.

6.1.5. None of the execution or delivery of this Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

6.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Assignment.

6.2. Bringdown of Representations and Warranties and Opinion of Counsel. Promptly upon the effectiveness of the Member's WRA, and as a condition to the effectiveness of this Assignment, each party shall deliver to the other party:

(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 6 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

6.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF ANY PARTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 6. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

7. GOVERNING LAW. Except to the extent governed by applicable federal law, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

8. DEFINITIONS AND INTERPRETATION.

8.1. Definitions.

"Applicable Agreements" is defined in the eleventh Whereas Clause.

"Applicable Law" means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Assignment or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

"Aquila" is defined in the fifth Whereas clause.

"Assignment" is defined in the introductory paragraph.

"Assignment for Security" is defined in subsection 4.2.1.

"Authorization" means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Effective Date" is defined in Section 3.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any

governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the seventh Whereas Clause.

"KEPCo" is defined in the third Whereas Clause.

"KEPCo Members" is defined in the third Whereas Clause.

"KEPCo Member Contract" is defined in the fourth Whereas Clause.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member WPK Territory" is defined by reference in Section 1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the fifth Whereas Clause.

"Notes" is defined in the sixth Whereas Clause.

"Notice" is defined in Section 9.

"Pioneer" is defined in the fifth Whereas Clause.

"Sunflower" is defined in the introductory paragraph.

"Sunflower Member Contract" is defined in the second Whereas Clause.

"Term" is defined in Section 3.

"Victory" is defined in the eleventh Whereas Clause.

"WPK System" is defined in the fifth Whereas Clause.

"WRA" is defined in the tenth Whereas Clause.

8.2. Rules of Construction. In this Assignment, including any Schedules, unless a clear contrary intention appears:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party,

- only if such successors and assigns are permitted by this Assignment;
- (c) reference to any agreement (including this Assignment), document, instrument or tariff means such agreement, document, instrument or tariff as amended, supplemented or modified, extended or replaces and in effect from time to time in accordance with the terms thereof;
 - (d) the captions, section and subsection headings in this Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Assignment;
 - (e) where technical terms are used in this Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
 - (f) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Assignment as a whole and not to any particular section or other provision hereof;
 - (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
 - (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

8.3 No Primary Drafter. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

9. **NOTICES.** Unless otherwise specifically provided in this Assignment, all notices and other communications required or permitted to be given hereunder (Notice) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (c) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 9, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
301 West 13th Street
Attn: General Counsel
P.O. Box 980
Hays, KS 67601
Phone: (785) 628-2845

If to the Member:

Prairie Land Electric Cooperative, Inc.
Attention: CEO
14935 U.S. Hwy. 36
Norton, Kansas 67654
Phone: (785)-877-3323
Fax: (785)-877-3572

With a copy to:

Sunflower Electric Power Corporation, Inc.
Attention: President and CEO
P.O. Box 1020
301 W. 13th Street
Hays, Kansas 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

Sunflower Electric Power Corporation
Attn: General Counsel
301 West 13th Street
P.O. Box 1020
Hays, KS 67601
Phone: (785) 628-2845

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

Sunflower Electric Power Corporation

By _____
Stuart S. Lowry, President and CEO

Attested: _____
Mark D. Calcara, Secretary

Prairie Land Electric Cooperative, Inc.

By _____

Attested: _____

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President and CEO

Attested: _____
Mark D. Calcara, Secretary

EXHIBIT A

SUNFLOWER – PRAIRIE LAND MEMBER CONTRACT

Wholesale Power Contract, dated February 10, 1958, as amended.

KEPCO – PRAIRIE LAND MEMBER CONTRACT

Wholesale Power Contract, dated September 21, 1977, as amended.

EXHIBIT H-6
To Joint Application

PARTIAL ASSIGNMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AGREEMENT (this *Partial Assignment*), is made as of _____, by and among **Victory Electric Cooperative Association, Inc.** (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, **Kansas Electric Power Cooperative, Inc.** an electric cooperative organized and existing under the laws of the State of Kansas (*KEPCo*), and **Mid-Kansas Electric Company, LLC**, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, KEPCo is an electric cooperative serving a portion of Kansas and is owned by nineteen electric distribution cooperatives, including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between KEPCo and the Member, more fully described on *Exhibit A* (the *KEPCo Member Contract*), the Member has agreed to purchase and receive from KEPCo part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the KEPCo Member Contract; and

WHEREAS, Sunflower Electric Power Corporation (*Sunflower*), a generation and transmission not-for-profit corporation serving western Kansas, is owned by six electric distribution cooperatives (collectively, the *Sunflower Members*), including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on *Exhibit A* (the *Sunflower Member Contract*), the Member has agreed to purchase and receive from Sunflower part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the Sunflower Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, *the Mid-Kansas Members*) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (collectively, the *WPK System*) of Aquila, Inc. (*Aquila*) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes or bonds (collectively, the **Notes**); and

WHEREAS, the Notes are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee, as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through the distribution system of the Mid-Kansas Members, initially pursuant to an Amended and Restated Lease and Service **Agreement**, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, entered into between Mid-Kansas and each of the Mid-Kansas Members, including the Member; and

WHEREAS, Sunflower operates the WPK System for Mid-Kansas pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas retail customer load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' retail customer load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services, all such services provided at cost, which costs Mid-Kansas then recovers from its retail customers through billing handled on its behalf by the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for the retail customers to the Mid-Kansas Members, including a portion thereof to the Member, provided and for so long as Mid-Kansas supplies through this Partial Assignment or otherwise, such customers, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations to Mid-Kansas Members, including the Member, and under its Notes and other third party obligations, it is necessary that the Mid-Kansas Members purchase all necessary capacity and energy to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (collectively, the **WRAs** and each individually, a **WRA**) by and between Mid-Kansas and each of the Mid-Kansas Members, each dated as of even date here with, and to pay to Mid-Kansas rates

sufficient to cover all of Mid-Kansas' costs, including amounts due under the Notes and to other third parties; and

WHEREAS, Mid-Kansas, KEPCo and the Member are entering into this Partial Assignment to implement and in satisfaction of certain of their agreements and obligations contained in that certain Settlement Agreement, as supplemented, among Mid-Kansas, KEPCo and Sunflower, and that certain Shared Services Agreement, as supplemented, among Sunflower, KEPCo, Prairie Land Electric Cooperative, Inc (**Prairie Land**) and the Member (collectively, together with the KEPCo Member Contract, the **Applicable Agreements**); and

WHEREAS, this Partial Assignment, the WRA and the payments due to Mid-Kansas under the WRA are pledged and assigned to secure the Notes as provided in the Indenture and KEPCo and the Member, by executing this Partial Assignment, acknowledge such pledge.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, and in accordance with the Applicable Agreements, KEPCo, Mid-Kansas and the Member each hereby agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** During the term of this Partial Assignment, the Member does hereby assign, grant, bargain, transfer and deliver unto KEPCo an undivided one-half interest in its rights under the WRA to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory (as defined in the WRA), under the terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Partial Assignment, such assignment of the right to receive to be for the sole purpose of permitting KEPCo to deliver such capacity and energy from Mid-Kansas to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. KEPCo does hereby accept such assignment and hereby assumes an undivided one-half interest under the WRA of all associated contractual obligations of the Member to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Partial Assignment, such receipt by KEPCo to be for the sole purpose of delivering such capacity and energy to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. If for any reason the capacity and energy to serve the requirements for the operation of the Member's system in the Member's WPK Territory is not provided by Mid-Kansas, directly or indirectly

(other than due to a failure by Mid-Kansas to make such delivery), then this Partial Assignment automatically and without further act by any party shall terminate and be of no further force of effect (except as otherwise expressly provided here).

2. SERVICE FOR WPK TERRITORY. During the Term, KEPCo shall be deemed to serve one-half of all Member load in the Member WPK Territory.

2.1. Satisfactions and Relinquishment of Right to Requirements/Service under Applicable Agreements; Limitation of KEPCo Liability. The parties hereto acknowledge and agree that the execution and delivery of this Partial Assignment implements and satisfies any and all of the Member's right to be served and any and all of KEPCo's right to serve under the Applicable Agreements. The Member and KEPCo both agree that with respect to the capacity and energy necessary for the operation of the Member's system in the Member's WPK Territory, each shall be deemed to have fully performed its obligations, if any, to the other under the Applicable Agreements by having entered into this Partial Assignment. Accordingly, (i) the Member hereby relinquishes, which relinquishment shall survive any termination of this Partial Assignment, any right it may have under the Applicable Agreements for service from KEPCo to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Partial Assignment, and (ii) KEPCo likewise hereby relinquishes, which relinquishment shall survive any termination of this Partial Assignment, any right it may have under the Applicable Agreements to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Partial Assignment. Mid-Kansas shall deliver and sell to the Member, either through this Partial Assignment or otherwise, all of the capacity and energy required for the operation of the Member's system in the Member's WPK Territory, and each of the Member and Mid-Kansas acknowledges and agrees that KEPCo shall have no liability to the Member or Mid-Kansas for the delivery or sale of such capacity or energy.

2.2. Rates. The wholesale rate for the capacity and energy provided to meet the requirements for the operation of the Member's system in the Member's WPK Territory shall be Mid-Kansas wholesale rate as it may be modified from time to time as provided in the Member's WRAs, with such additions thereto, if any, as KEPCo sets subject to the approval of the Kansas Corporation Commission (**Commission**) and recoverable in the Member's retail rates (**Approved Rate Additions**), regardless of whether or not KEPCo is exempt from regulation by the Commission.

2.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas (other than Approved Rate

Additions, if any, which shall be paid by the Member to KEPCo), whether service is provided by KEPCo or Mid-Kansas, in the form and under the procedures set forth in the Member's WRA, and KEPCo irrevocably directs the Member to make all such payments directly to Mid-Kansas and acknowledges that such payments (together with the payment to KEPCo of any Approved Rate Additions) satisfy any and all obligations of the Member, if any, to make payments under the Applicable Agreements or herein with respect to service to the WRA Territory, whether service is provided by KEPCo or Mid-Kansas, which direction and satisfaction shall survive any termination of this Partial Assignment. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Partial Assignment, KEPCo shall not be liable, directly or indirectly, to Mid-Kansas for any payment owed by the Member to Mid-Kansas under the Member's WRA or hereunder.

2.4. Notices. Mid-Kansas shall continue to give all notices under its WRA, including invoices, to the Member, but shall provide a contemporaneous copy to KEPCo, as partial assignee. The Member shall continue to give all notices under its WRA to Mid-Kansas, but shall provide a contemporaneous copy to KEPCo.

3. TERM; EFFECT OF TERMINATION. This Partial Assignment shall be effective as of the later to occur (the **Effective Date**) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 6.2. The term of this Partial Assignment (the **Term**) shall be from the Effective Date until the earliest of (i) December 31, 2020, (ii) termination or expiration of the KEPCo Member Contract (iii) termination or expiration of the WRA, or (iv) mutual written agreement of the parties to terminate this Partial Assignment. Upon any termination of the assignment contained in this Partial Assignment or of KEPCo's obligation to receive from Mid-Kansas and deliver all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, other than due to clause (iii) in the immediately preceding sentence, the Member shall have all of its obligations to purchase from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, and Mid-Kansas shall have all of its obligations to sell and deliver to the Member all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The agreements, forfeitures, waivers, directions, satisfactions and acknowledgments in Subsections 2.1 and 2.3 shall survive any termination of this Partial Assignment.

4. **ASSIGNMENTS.**

4.1. **General.**

4.1.1. This Partial Assignment shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Partial Assignment may not be assigned by any party other than with the consent of the other non-assigning parties or pursuant to Subsection 4.2 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

4.1.2. No sale, assignment, transfer or other disposition permitted by this Partial Assignment shall affect, release or discharge either party from its rights or obligations under this Partial Assignment.

4.1.3. The parties hereby confirm actual notice of and consent to the execution of an agreement substantially similar to this Partial Assignment, dated as of even date herewith, between Mid-Kansas, Prairie Land and KEPCo.

4.2. **Assignment for Security.**

4.2.1. Notwithstanding any other provision of this Partial Assignment, a party, without any other party's consent, may assign, transfer, mortgage or pledge its interest in this Partial Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Partial Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit of any third party.

4.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of any other party to this Partial Assignment, may

(a) cause this Partial Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Partial Assignment, sell, assign, transfer or otherwise dispose of this Partial Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on this Agreement pursuant to the terms of its Assignment for Security).

5. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

5.1. Entire Agreement. This Partial Assignment constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Partial Assignment and supersedes all prior agreements, whether oral or written.

5.2. Amendments. No amendment to this Partial Assignment shall be effective unless it has been approved in writing.

5.3. Conflicts. The provisions of this Partial Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Partial Assignment and the provisions of any amendments to the Schedules, provisions of this Partial Assignment shall govern.

5.4. Counterparts. This Partial Assignment may be executed in multiple counterparts to be construed as one.

5.5. Severability. If any part, term, or provision of this Partial Assignment is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Partial Assignment did not contain the particular part, term, or provision held to be unenforceable.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

6.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Partial Assignment.

6.1.2. It has the power and authority to execute and deliver this Partial Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

6.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Partial Assignment, and this Partial Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

6.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Partial Assignment, or (b) the performance by such party of its obligations under this Partial Assignment, except such Authorizations as have been duly obtained or made.

6.1.5. None of the execution or delivery of this Partial Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect, or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

6.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Partial Assignment.

6.2. Bringdown of Representations and Warranties and Opinion of Counsel. Promptly upon the effectiveness of the Member's WRA, and as a condition to the effectiveness of this Partial Assignment, each party shall deliver to the other party:

(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 6 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

6.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF ANY PARTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 6. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

7. GOVERNING LAW. Except to the extent governed by applicable federal law, this Partial Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

8. DEFINITIONS AND INTERPRETATION.

8.1. Definitions.

“Applicable Agreements” is defined in the eleventh Whereas Clause.

“Applicable Law” means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Partial Assignment or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

“Approved Rate Additions” is defined in Subsection 2.2.

“Aquila” is defined in the fifth Whereas Clause.

“Assignment for Security” is defined in Subsection 4.2.1.

“Authorization” means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order

of or from, or filing or registration with, or notice to, any person or Governmental Authority.

"Commission" is defined in Subsection 2.2

"Effective Date" is defined in Section 3.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the seventh Whereas Clause.

"KEPCo" is defined in the introductory paragraph.

"KEPCo Member Contract" is defined in the second Whereas Clause.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member WPK Territory" is defined by reference in section 1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the fifth Whereas Clause.

"Notes" is defined in the sixth Whereas Clause.

"Notice" is defined in Section 9.

"Partial Assignment" is defined in the introductory paragraph.

"Pioneer" is defined in the fifth Whereas Clause.

"Prairie Land" is defined in the eleventh Whereas Clause.

"Sunflower" is defined in the third Whereas Clause.

"Sunflower Member Contract" is defined in the fourth Whereas Clause.

"Sunflower Members" is defined in the third Whereas Clause.

"Term" is defined in Section 3.

"WPK System" is defined in the fifth Whereas Clause.

"WRA" is defined in the tenth Whereas Clause.

8.2. Rules of Construction. In this Partial Assignment, including any Schedules, unless a clear contrary intention appears:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Partial Assignment;
- (c) reference to any agreement (including this Partial Assignment), document, instrument or tariff means such agreement, document, instrument or tariff as amended, supplemented or modified, extended or replaces and in effect from time to time in accordance with the terms thereof;
- (d) the captions, section and subsection headings in this Partial Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Partial Assignment;
- (e) where technical terms are used in this Partial Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;

- (f) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Partial Assignment as a whole and not to any particular section or other provision hereof;
- (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

8.3 No Primary Drafter. This Partial Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Partial Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

9. NOTICES.

Unless otherwise specifically provided in this Partial Assignment, all notices and other communications required or permitted to be given hereunder (**Notice**) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (c) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 9, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 1020
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
Attn: General Counsel
301 West 13th Street
P.O. Box 980
Hays, KS 67601
Phone: (785) 628-2845

If to the Member:

Victory Electric Cooperative Association, Inc.
Attention: Manager
3230 N. 14th Street
Dodge City, Kansas 67801
Phone: (620) 227-2139
Fax: (620) 227-8819

With a copy to:

Kansas Electric Power Cooperative, Inc.
Attention: President and CEO
600 SW Corporate View
Topeka, Kansas 66604-0877
Phone: (785) 273-7010
Fax: (785) 271-4888

IN WITNESS WHEREOF, the undersigned have executed this Partial Assignment as of the day and year first above written.

**Kansas Electric Power Cooperative,
Inc.**

By _____

Attested: _____

**Victory Electric Cooperative
Association, Inc.**

By _____

Attested: _____

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

EXHIBIT A

KEPCO – VICTORY MEMBER CONTRACT

Wholesale Power Contract, dated November 20, 1978, as amended.

SUNFLOWER – VICTORY MEMBER CONTRACT

Wholesale Power Contract, dated May 15, 1968, as amended.

EXHIBIT H-7
To Joint Application

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this *Assignment*), is made as of _____, by and among **Victory Electric Cooperative Association, Inc.** (the *Member*), an electric cooperative organized and existing under the laws of the State of Kansas, **Sunflower Electric Power Corporation**, a corporation organized and existing under the laws of the State of Kansas (*Sunflower*) and **Mid-Kansas Electric Company, LLC**, a Kansas limited liability company (*Mid-Kansas*).

RECITALS:

WHEREAS, Sunflower, a generation and transmission not-for-profit, membership corporation serving portions of Kansas, and is owned by six electric distribution cooperatives, including the Member; and

WHEREAS, pursuant to that certain Wholesale Power Contract between Sunflower and the Member, as more fully described on *Exhibit A* (the **Sunflower Member Contract**), the Member has agreed to purchase and receive from Sunflower part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the Sunflower Member Contract; and

WHEREAS, Kansas Electric Power Cooperative (*KEPCo*), an electric cooperative organized and existing under the laws of Kansas serving a portion of Kansas, is owned by nineteen electric distribution cooperatives (collectively, the *KEPCo Members*), including the Member; and

WHEREAS, pursuant to a Wholesale Power Contract between KEPCo and Member, more fully described on *Exhibit A* (the **KEPCo Member Contract**), the Member has agreed to purchase and receive from KEPCo part of its electric power and energy requirements for operation of the Member's system, the terms and extent of which are as more specifically set forth in the KEPCo Member Contract; and

WHEREAS, the Sunflower Members (excluding Pioneer Electric Cooperative, Inc. (*Pioneer*)) and Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer (collectively, the *Mid-Kansas Members*) each joined with the others, in 2005, to form Mid-Kansas in order to acquire the Kansas electric utility assets (collectively, the *WPK System*) of Aquila, Inc. (*Aquila*) and the Mid-Kansas Members and Mid-Kansas closed the purchase of such assets effective April 1, 2007; and

WHEREAS, Mid-Kansas and the Mid-Kansas Members financed the acquisition of the WPK System, and will finance future additions and extensions to the WPK System in whole or in part through loans, and may in the future obtain additional loans, evidenced by mortgage notes or bonds (collectively, the **Notes**); and

WHEREAS, the Notes are or may be secured by that certain Indenture of Mortgage, Security Agreement and Financing Statement for First Mortgage Obligations, dated as of December 1, 2011, by Mid-Kansas as grantor to Commerce Bank, National Association, trustee, as grantee (the **Indenture**); and

WHEREAS, since April 1, 2007, Mid-Kansas has served the individual retail customers formerly served by Aquila, through the distribution system of the Mid-Kansas Members, initially pursuant to an Amended and Restated Lease and Service Agreement, dated as of May 31, 2006, and later pursuant to an Electric Customer Service Agreement, dated July 2, 2007, entered into between Mid-Kansas and each Mid-Kansas Member, including the Member; and

WHEREAS, Sunflower operates the WPK System for Mid-Kansas pursuant to an Amended and Restated Service and Operation Agreement, dated as of May 31, 2006, performing, *inter alia*, all such services with respect to the Mid-Kansas retail customer load as are customarily performed by an electric generation and transmission company, including but not limited to, the operation and maintenance of facilities, dispatch of generation plants, procurement of power supply and fuels necessary to service Mid-Kansas' retail customer load and operate its facilities, planning for short and long term power supplies, metering, engineering, record keeping, budgeting and such other related services; all such services provided at cost, which costs Mid-Kansas then recovers from its retail customers through billing handled on its behalf by the Mid-Kansas Members; and

WHEREAS, Mid-Kansas now desires to assign its certificated service territory for the retail customers to the Mid-Kansas Members, including a portion thereof to the Member, provided and for so long as Mid-Kansas supplies through this Assignment or otherwise, such customers, and in order to assure to Mid-Kansas cash flow sufficient to fulfill its obligations to Mid-Kansas Members, including the Member, and its obligations to Mid-Kansas Members, including the Member, under its Notes and other third party obligations, it is necessary that the Mid-Kansas Members purchase all necessary capacity and energy to supply such customers from Mid-Kansas, all as more fully described in that certain Wholesale Requirements Agreement (collectively, the **WRAs**, and individually, a **WRA**) by and between Mid-Kansas and each of the Mid-Kansas Members, each dated as of even date herewith, and to pay to Mid-Kansas rates sufficient to

cover all of Mid-Kansas' costs, including amounts due under the Notes and to other third parties; and

WHEREAS, Mid-Kansas, Sunflower and the Member are entering into this Assignment to implement and in satisfaction of certain of their agreements and obligations contained in that certain Settlement Agreement, as supplemented, among Mid-Kansas, KEPCo and Sunflower, and that certain Shared Services Agreement, as supplemented, among Sunflower, KEPCo, Prairie Land Electric Cooperative, Inc (**Prairie Land**) and the Member (collectively, together with the Sunflower Member Contract, the **Applicable Agreements**); and

WHEREAS, this Assignment, the WRA and the payments due to Mid-Kansas under the WRA are pledged and assigned to secure the Notes as provided in the Indenture and Sunflower and the Member, by executing this Assignment, acknowledge that such pledge.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, and in accordance with the Applicable Agreements, Sunflower, Mid-Kansas and the Member hereby agree as follows:

1. ASSIGNMENT AND ASSUMPTION. During the term of this Assignment, the Member does hereby assign, grant, bargain, transfer and deliver unto Sunflower an undivided one-half interest in its rights under the WRA to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory (as defined in the WRA), under the terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment, such assignment of the right to receive to be for the sole purpose of permitting Sunflower to deliver such capacity and energy from Mid-Kansas to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. Sunflower does hereby accept such assignment and hereby assumes an undivided one-half interest under the WRA of all associated contractual obligations of the Member to receive from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, under the same terms and conditions as set forth in the WRA, but subject to the further terms and conditions of this Assignment, such receipt by Sunflower to be for the sole purpose of delivering such capacity and energy to the Member to meet the requirements of the operation of the Member's system in the Member's WPK Territory. If for any reason the capacity and energy to serve the requirements for the operation of the Member's system in the Member's WPK Territory is not provided by Mid-Kansas, directly or indirectly (other than due to a failure by Mid-Kansas to make such delivery), then this

Assignment automatically and without further act by any party shall terminate and be of no further force of effect (except as otherwise expressly provided here).

2. SERVICE FOR WPK TERRITORY. During the Term, Sunflower shall be deemed to serve one-half of the Member's load in the Member WPK Territory.

2.1. Satisfactions and Relinquishment of Right to Requirements/Service under Applicable Agreements; Limitation of Sunflower Liability. The parties hereto acknowledge and agree that the execution and delivery of this Assignment implements and satisfies any and all of the Member's right to be served and any and all of Sunflower's right to serve under the Applicable Agreements. The Member and Sunflower both agree that with respect to the capacity and energy necessary for the operation of the Member's system in the Member's WPK Territory, each shall be deemed to have fully performed its obligations, if any, to the other under the Applicable Agreements by having entered into this Assignment. Accordingly, (i) the Member hereby relinquishes, which relinquishment shall survive any termination of this Assignment, any right it may have under the Applicable Agreements for service from Sunflower to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Assignment, and (ii) Sunflower likewise hereby relinquishes, which relinquishment shall survive any termination of this Assignment, any right it may have under the Applicable Agreements to serve the Member WPK Territory, other than the right to service from Mid-Kansas under this Assignment. Mid-Kansas shall deliver and sell to the Member, either through this Assignment or otherwise, all of the capacity and energy required for the operation of the Member's system in the Member's WPK Territory, and each of the Member and Mid-Kansas acknowledges and agrees that Sunflower shall have no liability to the Member or Mid-Kansas for the delivery or sale of such capacity or energy.

2.2. Rates. The wholesale rate for the capacity and energy provided to meet the requirements for the operation of the Member's system in the Member's WPK Territory shall be Mid-Kansas wholesale rate as it may be modified from time to time as provided in the Members' WRAs.

2.3. Payments. The Member shall make all payments due to Mid-Kansas under the WRA directly to Mid-Kansas, whether service is provided by Sunflower or Mid-Kansas, in the form and under the procedures set forth in the Member's WRA, and Sunflower irrevocably directs the Member to make all such payments directly to Mid-Kansas and acknowledges that such payments satisfy any and all obligations of the Member, if any, to make payments under the Applicable Agreements or herein with respect to service to the WRA Territory, whether service is provided by Sunflower or Mid-Kansas, which direction and

satisfaction shall survive any termination of this Assignment. The Member and Mid-Kansas acknowledge and agree that notwithstanding this Assignment, Sunflower shall not be liable, directly or indirectly, to Mid-Kansas for any payment owed by the Member to Mid-Kansas under the Member's WRA or hereunder.

2.4. 2.4 Notices. Mid-Kansas shall continue to give all notices under its WRA, including invoices, to the Member, but shall provide a contemporaneous copy to Sunflower, as assignee. The Member shall continue to give all notices under its WRA to Mid-Kansas, but shall provide a contemporaneous copy to Sunflower.

3. TERM; EFFECT OF TERMINATION. This Assignment shall be effective as of the later to occur (the **Effective Date**) of (a) the date the WRA becomes effective and (b) the date by which each party has fully delivered to the other party the certificate and opinion required by subsection 6.2. The term of this Assignment (the **Term**) shall be from the Effective Date until the earliest of (i) April 1, 2021, (ii) termination or expiration of the Sunflower Member Contract, (iii) termination or expiration of the WRA; or (iv) mutual written agreement of the parties to terminate this Assignment. Upon any termination of the assignment contained in this Assignment or of Sunflower's obligation to receive from Mid-Kansas and deliver all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, other than due to clause (iii) in the immediately preceding sentence, the Member shall have all of its obligations to purchase from Mid-Kansas all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory, and Mid-Kansas shall have all of its obligations to sell and deliver to the Member all capacity and energy that the Member shall require for the operation of the Member's system in the Member's WPK Territory. The agreements, forfeitures, waivers, directions, satisfactions and acknowledgments in Subsections 2.1 and 2.3 shall survive any termination of this Assignment.

4. ASSIGNMENTS.

4.1. General.

4.1.1. This Agreement shall be binding upon and inure to the benefit of the permitted successors and permitted assigns of the parties, except that this Agreement may not be assigned by any party other than with the consent of the other non-assigning parties or pursuant to Subsections 4.2 and 4.3 unless made in conjunction with assignment of all or part of the WRA to a permitted assignee as provided in the WRA. Any assignment made without a consent required hereunder shall be void and of no force or effect as against the non-consenting party.

4.1.2. No sale, assignment, transfer or other disposition permitted by this Assignment shall affect, release or discharge either party from its rights or obligations under this Assignment.

4.1.3. The parties hereby confirm actual notice of and consent to the execution of agreements substantially similar to this Assignment, dated as of even date herewith, between Mid-Kansas, Prairie Land and Sunflower

4.2. Assignment for Security.

4.2.1. Notwithstanding any other provision of this Assignment, a party, without any party's consent, may assign, transfer, mortgage or pledge its interest in this Assignment as security (an **Assignment for Security**) for any obligation secured by any indenture, mortgage or similar lien on its system assets without limitation on the right of the secured party to further assign this Assignment, including, without limitation, the assignment by the Member or Mid-Kansas to create a security interest for the benefit of any third party.

4.2.2. After any Assignment for Security to a secured party (including, without limitation, any indenture trustee under any indenture securing the obligations of the assignor), the secured party, without the approval of the any party to this Assignment, may

(a) cause this Assignment to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such Assignment for Security, or

(b) if a secured party first acquires this Assignment, sell, assign, transfer or otherwise dispose of this Assignment to a third party;

provided, however, that in either case the party who made the Assignment for Security is in default of its obligations to a secured party that is secured by such security interest (or such secured party is otherwise entitled to foreclose on the Agreement pursuant to the terms of the Assignment for Security).

5. AMENDMENTS, ENTIRE AGREEMENT AND CONFLICTS

5.1. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto relating to the subject matter

contemplated by this Assignment and supersedes all prior agreements, whether oral or written.

5.2. Amendments. No amendment to this Assignment shall be effective unless it has been approved in writing.

5.3. Conflicts. The provisions of this Assignment, including the Schedules hereto, reference shall be interpreted to harmonize as a single instrument. In the event of any conflict between the provisions of this Assignment and the provisions of any amendments to the Schedules, provisions of this Assignment shall govern.

5.4. Counterparts. This Assignment may be executed in multiple counterparts to be construed as one.

5.5. Severability. If any part, term, or provision of this Assignment is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Assignment did not contain the particular part, term, or provision held to be unenforceable.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Representations and Warranties by Each Party. Each party represents and warrants to the other party that:

6.1.1. It is duly organized and validly existing as a corporation under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and assets and to conduct its business as presently conducted or as proposed to be conducted under this Assignment.

6.1.2. It has the power and authority to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

6.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Assignment, and this Assignment constitutes the valid, legal and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights

of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

6.1.4. No Authorization is required for (a) the due and valid execution and delivery of this Assignment, or (b) the performance by such party of its obligations under this Assignment, except such Authorizations as have been duly obtained or made.

6.1.5. None of the execution or delivery of this Assignment, the performance by such party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall: (a) conflict with or violate any provision of its constituting documents, (b) conflict with, violate or result in a breach of any Applicable Law currently in effect, the conflict or breach of which would have a Material Adverse Effect or (c) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, except for such actions as would not constitute a Material Adverse Effect.

6.1.6. Unless agreed or specified in a notice or a schedule delivered to the other party prior to the date hereof receipt of which is acknowledged in writing by the other party, it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such party, threatened, that would adversely affect such party's ability to perform its obligations under this Assignment.

6.2. Bringdown of Representations and Warranties and Opinion of Counsel. Promptly upon the effectiveness of the Member's WRA, and as a condition to the effectiveness of this Assignment, each party shall deliver to the other party:

(a) a certificate of an authorized officer to the effect that each of the representations and warranties made by such party in this Section 6 is true and correct as of the Effective Date; and

(b) an opinion of counsel, in form and substance satisfactory to the other party, with respect to such representations and warranties.

6.3. EXCLUSIVE WARRANTIES. THERE ARE NO WARRANTIES OF ANY PARTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS SECTION 6. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

7. GOVERNING LAW. Except to the extent governed by applicable federal law, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

8. DEFINITIONS AND INTERPRETATION.

8.1. Definitions.

“Applicable Agreements” is defined in the eleventh Whereas Clause.

“Applicable Law” means all existing and future laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders, rules, regulations, interpretations, issuances, enactments, decisions, Authorizations and directives of any Governmental Authority having jurisdiction over the matter in question with respect to a party or this Assignment or any part thereof, including any property, real, personal, intellectual or otherwise used in connection therewith.

“Aquila” is defined in the fifth Whereas clause.

“Assignment” is defined in the introductory paragraph.

“Assignment for Security” is defined in subsection 4.2.1.

“Authorization” means any valid waiver, exemption, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, any person or Governmental Authority.

“Effective Date” is defined in Section 3.

"Governmental Authority" means any international, national, federal, state, territorial, tribal, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity.

"Indenture" is defined in the seventh Whereas Clause.

"KEPCo" is defined in the third Whereas Clause.

"KEPCo Members" is defined in the third Whereas Clause.

"KEPCo Member Contract" is defined in the fourth Whereas Clause.

"Material Adverse Effect" means, with respect to a party, a material adverse effect on (a) the business or financial condition of such party, or (b) the ability of such party to perform its obligations under this Agreement.

"Member" is defined in the introductory paragraph.

"Member WPK Territory" is defined by reference in Section 1.

"Mid-Kansas" is defined in the introductory paragraph.

"Mid-Kansas Members" is defined in the fifth Whereas Clause.

"Notes" is defined in the sixth Whereas Clause.

"Notice" is defined in Section 9.

"Pioneer" is defined in the fifth Whereas Clause.

"Prairie Land" is defined in the eleventh Whereas Clause.

"Sunflower" is defined in the introductory paragraph.

"Sunflower Member Contract" is defined in the second Whereas Clause.

"Term" is defined in Section 3.

"WPK System" is defined in the fifth Whereas Clause.

"WRA" is defined in the tenth Whereas Clause.

8.2. Rules of Construction. In this Assignment, including any Schedules, unless a clear contrary intention appears:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any person or agency includes such person's or agency's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by this Assignment;
- (c) reference to any agreement (including this Assignment), document, instrument or tariff means such agreement, document, instrument or tariff as amended, supplemented or modified, extended or replaces and in effect from time to time in accordance with the terms thereof;
- (d) the captions, section and subsection headings in this Assignment are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Assignment;
- (e) where technical terms are used in this Assignment, save and except as defined herein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical generation and transmission industry;
- (f) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Assignment as a whole and not to any particular section or other provision hereof;

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- (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
 - (h) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

8.3 No Primary Drafter. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

9. NOTICES. Unless otherwise specifically provided in this Assignment, all notices and other communications required or permitted to be given hereunder (Notice) shall be in writing and shall be (a) delivered by hand, (b) delivered by a nationally recognized commercial overnight delivery service, (c) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (d) transmitted by facsimile to the facsimile number set forth below or by electronic mail to the address set forth below, in either case with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (iii) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (iv) in the case of facsimile or electronic mail notices, the business day on which electronic indication of receipt is received. Any party may change its notice information by written notice to the other party given in accordance with this Section 9, following the effectiveness of which notice such party's notice information shall be updated accordingly.

If to Mid-Kansas:

Mid-Kansas Electric Company, LLC
Attention: President and CEO
P.O. Box 980
301 West 13th Street
Hays, KS 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

With a copy to:

Mid-Kansas Electric Company, LLC
301 West 13th Street
Attn: General Counsel
P.O. Box 980
Hays, KS 67601
Phone: (785) 628-2845

If to the Member:

Victory Electric Cooperative Association, Inc.
Attention: Manager
3230 N. 14th Street
Dodge City, Kansas 67801
Phone: (620) 227-2139
Fax: (620) 227-8819

With a copy to:

Sunflower Electric Power Corporation, Inc.
Attention: President and CEO
P.O. Box 1020
301 w. 13TH Street
Hays, Kansas 67601
Phone: (785) 628-2845
Fax: (785) 623-3395

Sunflower Electric Power Corporation
Attn: General Counsel
301 West 13th Street
P.O. Box 1020
Hays, KS 67601
Phone: (785) 628-2845

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

Sunflower Electric Power Corporation

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

Victory Electric Cooperative Association, Inc.

By _____

Attested: _____

Mid-Kansas Electric Company, LLC

By _____
Stuart S. Lowry, President\CEO

Attested: _____
Mark D. Calcara, Secretary

EXHIBIT A

SUNFLOWER – VICTORY MEMBER CONTRACT

Wholesale Power Contract, dated May 15, 1968, as amended.

KEPCo – VICTORY MEMBER CONTRACT

Wholesale Power Contract, dated November 20, 1978, as amended.