

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Evergy)	
Kansas Metro, Inc., Evergy Kansas South, Inc.,)	
Evergy Kansas Central, Inc. for Approval of)	Docket No. 25-EKME-315-TAR
Large Load Power Service Rate Plan and)	
Associated tariffs)	

**JOINT MOTION FOR APPROVAL OF UNANIMOUS SETTLEMENT AGREEMENT
AND AMENDMENT OF THE PROCEDURAL SCHEDULE**

The Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively); Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy Kansas Metro”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as “Evergy Kansas Central”) (collectively referred to herein as “Evergy”); the Citizens’ Utility Ratepayers Board (“CURB”); the Data Center Coalition (“DCC”); the Sierra Club; the National Resources Defense Council (“NRDC”); Google LLC (“Google”); Unified School District No. 259, Sedgwick County, Kansas (“USD 259”); the Kansas Industrial Consumers Group (“KIC”); Occidental Chemical Corporation (“Occidental”); Lawrence Paper Company (“LPC”); Spirit AeroSystems, Inc. (“Spirit”); Associated Purchasing Services (“APS”); Unified School District #233, Olathe Schools District (“USD 233”); The Goodyear Tire & Rubber Company (“Goodyear”); Unified School District No. 232, Johnson County, Kansas (“USD 232”); Blue Valley School District USD 229 (“USD 229”); and Shawnee Mission School District USD 512 (“USD 512”) (collectively, the “Joint Movants,”)¹ respectfully move the Commission for an Order approving the Unanimous, Comprehensive Settlement Agreement (“Settlement Agreement”) provided as Attachment 1 hereto, and incorporated

¹While Panasonic Energy Corporation of North America (“Panasonic”) and Unified School District No. 259, Sedgwick County, Kansas (“USD 259”) do not join the Settlement Agreement, they are not opposed to the Settlement Agreement.

herein by reference. The Joint Movants also move the Commission for an order amending the current procedural schedule in this proceeding as described herein.

In support of this Motion, Joint Movants state:

1. On February 11, 2025, Evergy filed an application requesting expedited approval of its Large Load Power Service (“LLPS”) Rate Plan, all accompanying new and modified tariffs, as well as any additional or conforming tariff changes needed to implement the LLPS Rate Plan.²

2. On May 6, 2025, the Commission issued an *Order Setting Procedural Schedule* setting forth a procedural schedule that included, *inter alia*, dates for settlement discussions, submission of testimony by the parties, and hearings (if necessary).³

3. Beginning in mid-June, the parties to this proceeding commenced formal settlement negotiations. Since then, the parties have engaged in numerous rounds of constructive and good faith negotiations, with the goal of reaching a comprehensive and unanimous settlement.

4. On July 3, 2025, Evergy filed a *Notice of Ongoing Settlement Negotiations* indicating that the parties to this proceeding were engaged in settlement negotiations but had not yet reached settlement and did not anticipate reaching such agreement by the July 3, 2025, deadline in the procedural schedule.

5. On August 5, 2025, Staff filed a motion for modification of the procedural schedule. On August 12, 2025, the Commission issued an *Order Granting Unopposed Motion for Modification of the Procedural Schedule* which revised the procedural schedule consistent with Staff’s motion.⁴

² Evergy’s Application for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 11, 2025).

³ Order Setting Procedural Schedule (May 6, 2025).

⁴ Order Granting Unopposed Motion for Modification of the Procedural Schedule (Aug. 12, 2025).

6. As a result of the parties' extensive negotiations, the parties have reached a comprehensive, unanimous settlement. The Settlement Agreement is included as Attachment 1 to this Motion.

7. As a whole, the Settlement Agreement is the product of many hours of thoughtful negotiation between a diverse array of parties, and is carefully calibrated to reflect the give-and-take of those discussions. Among others, the comprehensive Settlement Agreement is supported by multiple consumer interests (Staff, CURB, KIC), large customer interests (DCC, Google), the utility, and conservation interests (Sierra Club and the NRDC). As the Joint Movants will elaborate in more detail through settlement testimony (proposed to be filed on September 3, 2025), the Joint Movants unanimously agree that the Settlement Agreement is reasonable and in the public interest. For these reasons, the Joint Movants respectfully request that the Commission approve the Settlement Agreement in full, and without modification.

8. To facilitate these steps, the Joint Movants respectfully request amendment to the procedural schedule as follows:

TABLE 1

Action	Date
Testimony in Support or Opposition of the Settlement	Wednesday, September 5, 2025
Prehearing Conference	Wednesday, October 1, 2025
Settlement Hearing	Wednesday, October 8 @ 9:00 A.M.


9. The Joint Movants would request that the order be issued within thirty (30) days after the conclusion of the hearing.

WHEREFORE, Joint Movants respectfully request the Commission issue an order granting this Motion, thereby approving the attached Settlement Agreement in full and amending the procedural

schedule consistent with Table 1 above, and for any such further relief the Commission deems just and reasonable.

August 18, 2025

Respectfully submitted,



Cathryn J. Dinges, #20848
Sr Director and Regulatory Affairs Counsel
Cole Bailey, #27586
Corporate Counsel Director
Everygy, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612
Cathy.Dinges@everygy.com
Telephone: (785) 575-8344
Cole.Bailey@everygy.com
Telephone: (816) 652-1066

And

Caitlin M. Shields
Nikki H. White
Wilkinson Barker Knauer, LLP
2138 W. 32nd Avenue, Suite 300
Denver, Colorado 80211
Telephone: (303) 626-2338
Fax: (303) 568-6663
Email: cshields@wbklaw.com
nwhite@wbklaw.com
ATTORNEYS FOR EVERYGY KANSAS
METRO AND EVERYGY KANSAS CENTRAL

By: /s/ *Carly Masenthin*
Carly Masenthin
Senior Litigation Counsel
Kansas Corporation Commission
1500 SW Arrowhead Rd
Topeka, KS 66604
Attorney for KCC Staff

By: /s/ *Joseph R. Astrab*
Joseph R. Astrab, Consumer Counsel #26414
Todd Love, #13445
Consumer Counsel

1500 SW Arrowhead Road
Topeka, KS 66604
***Attorneys for Citizens' Utility Ratepayer
Board***

By: /s/ ***Frank Caro, Jr***

Frank Caro, Jr. (KS #11678)
Andrew Schulte (KS #24412)
Jared R. Jevons (KS # 28913)
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attorneys for Google LLC

By: /s/ ***James P. Zakoura***

James P. Zakoura, #07644
Lee M. Smithyman, #09391
Daniel J. Buller, #25002
Molly Morgan, #29683
Foulston Siefkin, LLP
7500 College Boulevard, Suite 1400
Overland Park, KS 66210-4041
Attorneys for:
Goodyear Tire & Rubber Company
Kansas Industrial Consumers Group
Associated Purchasing Services
Occidental Chemical Corp.
Spirit AeroSystems, Inc.
USD 512 – Shawnee Mission School District
USD 229 – Blue Valley School District
USD 233 – Olathe School District
USD 232 – DeSoto School District
Lawrence Paper Company

By: /s/ ***Robert R. Titus***

Robert R. Titus, #26766
TITUS LAW FIRM, LLC
7304 W 130th St., Suite 190
Overland Park, Kansas 66213
Thomas J. Connors, #27039
CONNORS LAW, LLC
5200 Bob Billings Pkwy, Suite 303

Lawrence, Kansas 66049
Attorneys for NRDC

By: /s/ *Alissa Greenwald*

Alissa Greenwald, Kansas Bar No. 30510
KEYES & FOX LLP
1580 Lincoln St., Suite 1105
Denver, CO 80203
Attorney for the Data Center Coalition

By: /s/ *Sarah Rubenstein*

Sarah Rubenstein (KS Bar #26612)
Great Rivers Environmental Law Center
319 N. Fourth Street, Suite 800
St. Louis, Missouri 63102
Attorney for Sierra Club

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed, this 18th day of August 2025, to all parties of record as listed below:

USD 259
903 South Edgemoor Room 113
Wichita, KS 67218

JAMES G. FLAHERTY, ATTORNEY
ANDERSON & BYRD, L.L.P.
216 S HICKORY
PO BOX 17
OTTAWA, KS 66067-0017
jflaherty@andersonbyrd.com

HENRY WALKER, ATTORNEY
BRADLEY ARANT BOULT CUMMINGS LLP
1600 DIVISION ST STE 700
PO BOX 340025
NASHVILLE, TN 37203-0025
hwalker@babco.com

JOSEPH R. ASTRAB, CONSUMER COUNSEL
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Joseph.Astrab@ks.gov

TODD E. LOVE, ATTORNEY
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Todd.Love@ks.gov

SHONDA RABB
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Shonda.Rabb@ks.gov

DELLA SMITH
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Della.Smith@ks.gov

THOMAS J. CONNORS, ATTORNEY
CONNORS LAW, LLC
5200 BOB BILLINGS PKWY, STE 303
LAWRENCE, KS 66049
TOMMY@CONNORSLAWLLC.COM

LUCAS FYKES
DATA CENTER COALITION
525-K EAST MARKET STREET #253
LEESBURG, VA 20176
LUCAS@DATACENTERCOALITION.ORG

CATHRYN J. DINGES, SR DIRECTOR &
REGULATORY AFFAIRS COUNSEL
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
Cathy.Dinges@evergy.com

JEFFREY L. MARTIN, VP OF CUSTOMER AND
COMMUNITY OPERATION
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
jeff.martin@evergy.com

LESLIE WINES, Sr. Exec. Admin. Asst.
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
leslie.wines@evergy.com

COLE A BAILEY, CORPORATE COUNSEL
DIRECTOR
EVERGY KANSAS SOUTH, INC. D/B/A EVERGY
KANSAS CENTRAL
818 S KANSAS AVE, PO Box 889
TOPEKA, KS 66601-0889
cole.bailey@evergy.com

DARRIN R. IVES, V.P. REGULATORY AFFAIRS
EVERGY METRO, INC D/B/A EVERGY KANSAS
METRO
One Kansas City Place
1200 Main St., 19th Floor
Kansas City, MO 64105
darrin.ives@evergy.com

BRAD LUTZ, REGULATORY AFFAIRS
EVERGY METRO, INC D/B/A EVERGY KANSAS
METRO
One Kansas City Place

1200 Main St., 19th Floor
Kansas City, MO 64105
brad.lutz@evergy.com

DAVID BANKS, CEM, CEP
FLINT HILLS ENERGY CONSULTANT
117 S PARKRIDGE
WICHITA, KS 67209
david@fheconsultants.net

DANIEL J BULLER, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
dbuller@foulston.com

MOLLY E MORGAN, ATTORNEY
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway
Suite 100
Wichita, KS 67206
mmorgan@foulston.com

LEE M SMITHYMAN, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
lsmithyman@foulston.com

JAMES P ZAKOURA, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
jzakoura@foulston.com

SARAH RUBENSTEIN, ATTORNEY
GREAT RIVERS ENVIRONMENTAL LAW
CENTER
319 N FOURTH STREET, SUITE 800
SAINT LOUIS, MO 63102
srubenstein@greatriverslaw.org

BRIAN G. FEDOTIN, GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Brian.Fedotin@ks.gov

PATRICK HURLEY, CHIEF LITIGATION
COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Patrick.Hurley@ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL

KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Carly.Masenthin@ks.gov

ALISSA GREENWALD, ATTORNEY
KEYES & FOX LLP
1580 LINCOLN STREET STE 1105
DENVER, CO 80203
AGREENWALD@KEYESFOX.COM

NIKHIL VIJAYKAR, PARTNER
KEYES & FOX LLP
580 CALIFORNIA ST
12TH FLOOR
SAN FRANCISCO, KS 94104
NVIJAYKAR@KEYESFOX.COM

ALICIA ZALOGA, ATTORNEY
KEYES & FOX LLP
1580 LINCOLN STREET STE 1105
DENVER, CO 80203
AZALOGA@KEYESFOX.COM

VALERIE SMITH, ADMINISTRATIVE ASSISTANT
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON
SUITE 1310
TOPEKA, KS 66612-1216
vsmith@morrislaing.com

TREVOR WOHLFORD, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON
SUITE 1310
TOPEKA, KS 66612-1216
twohlford@morrislaing.com

GLENDA CAFER, MORRIS LAING LAW FIRM
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
800 SW JACKSON STE 1310
TOPEKA, KS 66612-1216
gcafer@morrislaing.com

RITA LOWE, PARALEGAL
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
300 N MEAD STE 200
WICHITA, KS 67202-2745
rlowe@morrislaing.com

WILL B. WOHLFORD, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
300 N MEAD STE 200

WICHITA, KS 67202-2745
wwohlford@morrislaing.com

ASHOK GUPTA, EXPERT
NATIONAL RESOURCES DEFENSE COUNCIL
20 N WACKER DRIVE SUITE 1600
CHICAGO, IL 60606
agupta@nrdc.org

FRANK A. CARO, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
fcaro@polsinelli.com

JARED R. JEVONS, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
JJEVONS@POLSINELLI.COM

ANDREW O. SCHULTE, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
aschulte@polsinelli.com

SUNIL BECTOR, ATTORNEY
SIERRA CLUB
2101 WEBSTER, SUITE 1300
OAKLAND, CA 94312-3011
sunil.bector@sierraclub.org

TONY MENDOZA
SIERRA CLUB

2101 WEBSTER, SUITE 1300
OAKLAND, CA 94312-3011
tony.mendoza@sierraclub.org

ROBERT R. TITUS
TITUS LAW FIRM, LLC
7304 W. 130th St.
Suite 190
Overland Park, KS 66213
rob@tituslawkc.com

KACEY S MAYES, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
ksmayes@twgfirm.com

TIMOTHY E. MCKEE, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
TEMCKEE@TWGFIRM.COM

CAITLIN M SHIELDS, ATTORNEY
WILKINSON BARKER KNAUER LLP
2138 W 32nd AVENUE, STE 300
DENVER, CO 80211
cshields@wbklaw.com

NIKKI H WHITE, ATTORNEY
WILKINSON BARKER KNAUER LLP
2138 W 32nd AVENUE, STE 300
DENVER, CO 80211
nwhite@wbklaw.com

/s/ Cathy Dinges

Cathy Dinges

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In the Matter of the Application of Evergy)	
Kansas Metro, Inc., Evergy Kansas South, Inc.,)	
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Large Load Power Service Rate Plan and)	
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UNANIMOUS, COMPREHENSIVE SETTLEMENT AGREEMENT

As a result of discussion among all the parties to this docket, Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively); Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy Kansas Metro” or “EKM”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as “Evergy Kansas Central” or “EKC”) (collectively referred to herein as “Evergy” or the “Company”); the Citizens’ Utility Ratepayers Board (“CURB”); the Data Center Coalition (“DCC”); the Sierra Club; the National Resources Defense Council (“NRDC”); Google LLC (“Google”); the Kansas Industrial Consumers Group (“KIC”); Occidental Chemical Corporation (“Occidental”); Lawrence Paper Company (“LPC”); Spirit AeroSystems, Inc. (“Spirit”); Associated Purchasing Services (“APS”); Unified School District #233, Olathe Schools District (“USD 233”); The Goodyear Tire & Rubber Company (“Goodyear”); Unified School District No. 232, Johnson County, Kansas (“USD 232”); Blue Valley School District USD 229 (“USD 229”); and Shawnee Mission School District USD 512 (“USD 512”); all such parties referred to collectively herein as “Parties” or “Signatories”, hereby submit to the Commission for its consideration and approval the following Unanimous, Comprehensive Settlement Agreement (“Settlement Agreement”).¹

I. EVERGY’S APPLICATION

¹ Panasonic Energy Corporation of North America (“Panasonic”) and Unified School District No. 259, Sedgwick County, Kansas (“USD 259”) do not join the Settlement Agreement but are not opposed to the Settlement Agreement.

1. On February 11, 2025, Evergy filed an application requesting expedited approval of its Large Load Power Service (“LLPS”) Rate Plan, all accompanying new and modified tariffs, as well as any additional or conforming tariff changes needed to implement the LLPS Rate Plan.²

2. On May 6, 2025, the Commission issued an *Order Setting Procedural Schedule* setting forth a procedural schedule that included, *inter alia*, dates for settlement discussions, submission of testimony by the parties, and hearings (if necessary).³

3. Beginning in mid-June, the Parties commenced formal settlement negotiations. Since then, the Parties have engaged in numerous rounds of constructive and good faith negotiations, with the goal of reaching a comprehensive and unanimous settlement.

4. As a result of the Parties’ extensive negotiations, the Parties reached a comprehensive, unanimous settlement in principle. The terms of that Settlement Agreement are below.

II. TERMS OF SETTLEMENT AGREEMENT

A. Overall Proposal

5. The Signatories support the Company’s proposed LLPS Rate Plan, including creation of a new, tariffed rate offering, Schedule LLPS, which will set forth the tariffed terms and conditions for offering service to large load customers as of the effective date of the pertinent tariffs going into effect.

6. The Signatories agree that the LLPS Rate Plan should be approved, with a finding of being reasonable and in the public interest, as set forth in Evergy’s application to the Commission and the contemporaneously-filed Direct Testimony of Darrin Ives, Jeff Martin, and Bradley Lutz, as modified by the terms and conditions of this Settlement Agreement. The Company will provide updated tariff sheets consistent with this Settlement Agreement in its supportive testimony.

² Evergy’s Application for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 11, 2025).

³ Order Setting Procedural Schedule (May 6, 2025).

B. Schedule LLPS

7. The Signatories agree that Schedule LLPS should be approved as set forth in the material provisions summarized below:

8. ***Applicability:*** Service under this schedule is required for (i) any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or (ii) any existing customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by seventy-five megawatts (75 MW). Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with Evergy, to enter into a special contract with Evergy for the provision of electric service that is approved by the Commission under its applicable standards.

9. ***Service Voltage & Metering:*** Schedule LLPS customers shall receive service at either substation or transmission voltage levels. Where a Schedule LLPS customer receives transmission level voltage the customer will own, lease, or otherwise bear financial responsibility for construction and operation of the distribution substation. A premise (also referred to herein as a facility) served under Schedule LLPS shall generally mean a single point of interconnection, though the Company and customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under Schedule LLPS.

10. For customer facilities taking service under the Schedule LLPS Tariff due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to the Schedule LLPS Tariff. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, will be subject to the provisions of the Schedule LLPS Tariff and LLPS Service Agreement.

11. ***Service Agreement Requirement:*** Customers receiving service under Schedule LLPS are required to enter in a written service agreement (the “LLPS Service Agreement”) that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to customer’s service will be specified in an exhibit attached to the LLPS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and customer to reflect customer’s participation in Company-offered programs.

12. ***Service Term:*** Schedule LLPS customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years (the “Term”). The Term shall commence on the date permanent service begins, or as set forth in the LLPS Service Agreement. During the transitional load ramp period, the customer’s maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the customer’s Load Ramp may be addressed in the LLPS Service Agreement. Unless otherwise mutually agreed in the LLPS Service Agreement, the LLPS Service Agreement will automatically extend for periods of five years (“Extension Term”) at the end of the Term or any Extension Term, unless either party to the LLPS Service Agreement provides at least thirty-six (36) months’ written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLPS Service Agreement. A

customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the customer's LLPS Service Agreement. Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLPS or the LLPS Service Agreement, or the customer changes to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

13. ***Contract Capacity:*** The LLPS Service Agreement will include a Contract Capacity schedule specifying the customer's forecasted annual steady-state peak load requirement for each year of the Term. The Contract Capacity schedule will specify the peak load requirement during the Load Ramp, if any. Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the steady-state Contract Capacity for the last year of the Term.

14. ***Permissible Capacity Reduction:*** A customer taking service under Schedule LLPS may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the Contract Capacity (whichever figure is lower on a MW basis) ("Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the customer must provide the Company with written notice prior to the beginning of the year for which the reduction is sought. For Permissible Capacity Reductions of twenty-five megawatts (25 MW) or less, the customer must provide at least twenty-four (24)-months' prior notice. In addition, the customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least thirty-six (36) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee. The Capacity Reduction Fee shall be calculated as the difference between (a) the nominal value of the

remaining Minimum Monthly Bill using the Contract Capacity specified in the customer's LLPS Service Agreement, minus the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater, and (b) the nominal value of the remaining Minimum Monthly Bill following the reduction in capacity, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater. The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above. The customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee. To the extent the customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to following the Path to Power framework and requirements.

15. ***Termination of LLPS Service Agreement or Change in Schedule:*** In order to terminate or change rate schedules before the end of the Term or any Extension Term, the customer must provide written notice thirty-six (36) months prior to the requested date of termination or schedule change. In such circumstance, the customer will be subject to an exit fee equal to the nominal value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater (the "Exit Fee"). An additional fee shall apply if the customer seeks to terminate with less than thirty-six (36)-months' notice (the "Early Termination

Fee”). In such case, the Early Termination Fee shall be equal to the Exit Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the number months less than the thirty-six (36)-months’ notice required for termination. The Company will use reasonable efforts to mitigate the Exit Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the termination will occur for any unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation described above. The Exit Fee and Early Termination Fee (if applicable) shall be due in full within thirty (30) days of the date it receives an invoice from the Company for such fees. If the customer seeks to change to another rate schedule for which it qualifies, such change requires prior approval from the Company, in its sole reasonable discretion. In the event that the Company approves customer’s change to another rate schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36) months’ notice requirement, the Exit Fee, and the Early Termination Fee (if applicable) if the Company reasonably determines that such costs are fully covered by the customer under the new rate schedule and not borne by other customers.

16. ***Applicable Rates and Charges:*** Customers taking service under Schedule LLPS will subject to additional rates and charges as set forth in the Company’s tariff, including but not limited to the Retail Energy Cost Adjustment (“RECA”), the Energy Efficiency Rider (“EER”), the Property Tax Surcharge (“PTS”), the Tax Adjustment (“TA”), the Transmission Delivery Charge (“TDC”), and the Cost Stabilization Rider (“CSR”).

17. ***Initial Pricing:*** The Signatories agree that Schedule LLPS initial monthly pricing shall be consistent with the pricing specified in Exhibit A to this Settlement Agreement. As new Schedule LLPS customers are added to the EKC system, EKC will adjust the factors approved in Docket No. 25-EKCE-294-RTS (or subsequent base rate case) to be used for the TDC to include the new Schedule LLPS customers for TDC purposes and EKC will adjust the factors approved in Docket No. 25-EKCE-

294-RTS (or subsequent base rate case) to be used for the new Construction Work In Progress (“CWIP”) rider to include the new Schedule LLPS customer for CWIP rider purposes. As new Schedule LLPS customers are added to the EKM system, EKM will adjust the factors approved in its most recent general rate case to be used for the TDC to include the new Schedule LLPS customers for TDC purposes. If, in the future, EKM obtains Commission approval for a CWIP rider, as new Schedule LLPS customers are added to the EKM system, EKM will adjust the factors approved and in effect to be used for the CWIP rider to include the new Schedule LLPS customers for CWIP rider purposes. The pricing in Exhibit A shall remain in effect until the next Commission-approved rate case. Exhibit A has been updated to reflect the rates agreed to pursuant to the settlement agreement filed on July 15, 2025, in Docket No. 25-EKCE-294-RTS. To the extent the Commission does not approve the settlement agreement as filed in that proceeding, the Company will update Exhibit A to reflect the final Commission decision in that proceeding.

- i. The Signatories agree that the Company will compare Schedule LLPS customer base rate kilowatt-based revenue collections under the rates in Exhibit A to this Agreement during the period utilized for evaluation for Class Cost of Service (“CCOS”) Study proposed in the next general rate proceeding to base rate kilowatt-based revenue collections that would have occurred for the same customers under Schedule ILP/LGS and the difference in revenues will be identified and reallocated to non-Schedule LLPS customer classes for CCOS study purposes only in determining sufficiency of class recovery of costs of service.
- ii. The Signatories agree that the comparison of Schedule LLPS customer base rate kilowatt-based revenue collections to base rate kilowatt-based revenue collections that would have occurred for the same customers under Schedule ILP/LPS described in i. above shall remain in place as contemplated by the Signatories to this Agreement until the first general rate in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS

customer reflected in the test year and captured in the CCOS study determinants. At such time, iii. below represents the agreement of the Signatories.

- iii. The Signatories agree that the Initial Pricing terms set forth herein and initial prices set forth in Exhibit A to this Settlement Agreement are for the purposes of settlement of this proceeding only as modified by ii. above. No party shall be restricted in any way with respect to positions it wishes to advance on a going-forward basis in the first general rate case in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS customer reflected in the test year and captured in the CCOS study determinants regarding cost allocation, rate design, or class cost of service methodologies except that Evergy agrees that, as part of its filing in the rate case, it will evaluate the costs and impacts of any Schedule LLPS customers added to the system and propose a cost allocation and rate design proposal designed to ensure the alignment of costs and cost causation. Evergy's proposal will be designed to reasonably ensure such Schedule LLPS customers' rates will reflect the customers' representative share of the costs incurred to serve the customers and prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such Schedule LLPS customers.

18. ***Interim Capacity Adjustment:*** If the Company determines that the customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the customer until sufficient system capacity may be supplied by the Company. The customer and the Company must mutually agree on the terms for the interim capacity procured by the Company pursuant to an Interim Capacity Agreement. The customer shall be subject to an additional demand charge (the "Interim Capacity Adjustment") calculated according to the terms of the Interim Capacity Agreement, with customer responsible for the full costs thereof and the terms of the Interim Capacity Agreement.

19. ***Minimum Monthly Bill:*** Customers taking service under Schedule LLPS shall be subject to a Minimum Monthly Bill that includes and is the sum of each of the following charges:
- i. Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity (“Minimum Demand”));
 - ii. Customer Charge (metering, billing, customer support);
 - iii. Grid Charge (substation and transmission-related costs) (for purposes of the Grid Charge Grid Demand shall be the higher of: (a) the Monthly Maximum Demand occurring in the last twelve (12) months including the then-current month or (b) the Minimum Demand);
 - iv. Reactive Demand Adjustment (where the Company may determine the customer’s monthly maximum fifteen (15)-minute reactive demand in kilovars. The maximum reactive demand shall be computed similarly to the Monthly Maximum Demand, as set forth in Schedule LLPS);
 - v. Charges Associated with the TDC (with minimum monthly demand set at the Minimum Demand);
 - vi. Other Demand-Based Riders approved by the Commission in the future (such as the CWIP Rider, with minimum monthly demand set at the Minimum Demand); and
 - vii. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.
20. ***Cost Stabilization Rider:*** Schedule LLPS customers eligible to receive service under the Company’s Economic Development Rider will be subject to the CSR, a new adjustment clause designed to ensure recovery of costs incurred to serve Schedule LLPS customers. The CSR shall be calculated based on comparing the Schedule LLPS customer’s estimated base rate revenue and estimated final bill revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CER. Estimated base rate revenue shall be the revenue produced by all applicable base rate and non-LLPS riders and the estimated final bill revenue shall be the base rate revenue plus any applicable rate

discounts, such as an approved economic development rate. Should the Schedule LLPS customer's estimated revenue fall below the customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the customer billing through this charge. The CSR shall be customer-specific and memorialized in the LLPS Service Agreement. This comparison shall be completed annually.

21. The CSR shall not be subject to any related Economic Development Rider discount. Making the CSR non-bypassable ensures that Schedule LLPS customers are substantially covering the cost to serve them in their tariffed rates or any other voluntary riders in which the Schedule LLPS customer enrolls.

22. ***Optional Riders:*** A customer under Schedule LLPS shall be subject to the following optional, new riders where applicable:

- i. ***Customer Capacity Rider ("CCR"):*** Enables the Company to credit customers for using their supply of generation capacity as Southwest Power Pool-accredited capacity for use by the Company to serve the customer's load. For purposes of the CCR, the customer's capacity may be owned or contracted by the customer, a subsidiary of the customer, or an affiliate of the customer, and shall be transferred to the Company *via* a bilateral contractual agreement. The Company may alternatively accept replacement accredited capacity provided by the customer from another resource subject to mutual agreement between the parties. Any agreed to replacement accredited capacity will be subject to the same material terms and conditions as the original capacity source.
- ii. ***Demand Response Generation Rider ("DRLR"):*** Enables large customers enrolled in Schedule LLPS to participate in a new interruptible demand response program in which participants can designate some amount of load as interruptible (*i.e.* curtailable) and provide

the Company with the right to curtail participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request that a participating customer curtail for any of these operational or economic reasons. The Company will provide advance notice but will require participants to have a curtailment plan and demonstrate their ability to curtail load. Customers will have two timing options they can choose from and, whether they elect one or both, they agree to make their load available for DRLR curtailments during that time. Participating customers will be compensated through a credit based on their enrolled timing option.

23. ***Customer Creditworthiness:*** (1) The Schedule LLPS customer, or (2) the entity who owns the facility where the customer takes service and assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, or (3) an entity who otherwise assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as determined in Evergy's sole reasonable discretion. As such, Evergy retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under Schedule LLPS and the LLPS Service Agreement, and to require reasonable assurances if necessary to address customer creditworthiness.

24. ***Collateral/Security Requirements:*** The Company will require Schedule LLPS customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").

25. A customer together with a guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the customer ("Guarantor") that

guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable quarter (and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million.

26. A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.

27. A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule

LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility Requirements") will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

28. A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.

29. The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the “Discount Eligibility Requirements.”

30. The Collateral Requirement must be provided at the time of executing the LLPS Service Agreement.

31. Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.

32. The Company will, in its sole reasonable discretion, after the customer has achieved their peak load and has been operating above one hundred megawatts (100 MWs) for at least five (5) years, consider reducing the Schedule LLPS customer’s collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its customers.

33. The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the customer’s rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the customer shall provide the recomputed amount if greater than the current amount held. A customer must notify the Company within ten (10) business days if it no longer meets the applicable Discount Eligibility Requirements, including if the customer has been placed on credit watch, if applicable to such eligibility.

34. The Collateral Requirement must be provided in one or more of the following forms:

- i. A guarantee from the customer’s Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor’s creditworthiness is

considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the customer fails to make such payments (without a dollar limit), and (ii) a provision that automatically increases the dollar amount of collateral covered by the guarantee if either the customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,

- ii. A standby irrevocable Letter of Credit (“Letter of Credit”) for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody’s and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more no later than thirty (30) days prior to each expiration date of the security. If the customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with Schedule LLPS. The Letter of Credit must be in a format acceptable to and approved by the Company; or,
- iii. A cash deposit for the applicable Collateral Requirement.

35. In case of an uncured breach by the customer of the LLPS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to

continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLPS Service Agreement.

36. If, at any time after Customer's initial delivery of the collateral the customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLPS Service Agreement, Schedule LLPS, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.

37. To the extent the Company draws on a cash deposit provided by a customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

38. At any time during the first five (5)-year period immediately subsequent to the execution date of the LLPS Service Agreement, each dollar of the required collateral amount, up to \$40 million, shall be reduced by twenty-five (25) percent if such collateral is provided in the form of cash collateral. For example, cash collateral in the amount of \$30 million, shall be deemed to meet a collateral obligation of \$40 million. At any time, cash collateral can be withdrawn, and a different form of collateral can replace cash collateral, upon ninety (90) days prior written notice, but the substituted form of collateral shall be provided without the twenty-five (25) percent reduction discussed above in this paragraph. Any cash collateral held will be considered as an offset to the amount of CWIP subject to the CWIP Rider.

39. **Annual Reports:** The Company will file an annual compliance report with the Commission specifying: (i) the number of new or expanded customers that have enrolled in Schedule LLPS, (ii) the total estimated load enrolled under Schedule LLPS, (iii) the sector that the customer is

in, and (iv) the estimated number of new or retained jobs associated with each new or expanded customer (to the extent available and subject to customer confidentiality concerns). Energy usage information will be provided on a confidential and anonymized basis. The Company commits to meeting with Staff and CURB at least annually, and on a highly confidential basis, to provide updates on Schedule LLPS with the content to be mutually agreed to by Staff, CURB, and the Company.

C. New Renewable/Carbon Free Attribute Procurement Riders Within the LLPS Rate Plan

40. The Signatories agree that in conjunction with approval of Schedule LLPS, the Commission should also approve and find reasonable and in the public interest four new clean and renewable energy riders. These include:

41. ***Clean Energy Choice Rider (CER)***: Will enable customers under Schedule LLPS to support the procurement of clean energy resources and/or replacement of identified existing resources in lieu of or in addition to the Company's Preferred Resource Plan. This shall include distributed energy resources such as demand-side management, energy efficiency, and battery storage. Under this program, the Company and the requesting customer will execute an agreement that determines cost recovery from the customer for the selected resources and any appropriate credit including consideration of any related Renewable Energy Credits ("RECs") to the customer's bill. In considering supply-side resources, the Company will not place any limitations on the size of the resource considered or brought forward by a customer. For example, solar resources of 10-20 MW may be considered. Any alternative resources or combination of resources that would be procured pursuant to this rider and result in a material change to the Company's Preferred Resource Plan, would be submitted to the Commission for review through a predetermination filing. The agreement executed between Company and the requesting customer would be submitted for Commission approval as part of any such predetermination filing. Schedule CER participants will be subject to separately

negotiated terms and conditions, including collateral requirements, based upon the specific agreement negotiated by the Company and the requesting customer.

42. ***Renewable Energy Program Rider (RENEW)***: Will enable customers in KS Metro to access historical RECs at a fixed price adjusted annually, consistent with the RENEW program already in place for KS Central customers. The Company agrees to purchase energy from renewable sources or purchase RECs in an amount equal to the level of service purchased by Renewable Energy Program participants.

43. ***Green Solution Connections Program (GSR)***: Will provide non-residential customers with an average monthly peak demand greater than 200 kW with the opportunity to subscribe to future renewable energy attributes associated with new Company-owned wind or solar generation acquired through the Integrated Resource Planning (“IRP”) process that are not needed to meet renewable compliance targets or requirements.

44. ***Alternative Energy Credit Rider (AEC)***: Will provide large customers with the ability to include emission-free nuclear energy from Company-owned or sourced resources into their clean energy portfolio to support the customer’s sustainability and decarbonization goals.

D. Other Tariff Modifications Necessary to Implement the LLPS Rate Plan

45. The Signatories agree that certain modifications to existing tariffs, riders, and company rules and regulations are needed in order to support the LLPS Rate Plan. The Signatories agree that the Commission should approve and find reasonable and in the public interest modifications to the following tariffs as detailed in the Direct Testimony of Mr. Bradley Lutz, except for changes to Section 2 of the Company’s General Rules and Regulations which shall be modified as described below. In summary, these changes are as follows:

46. ***Schedule LPS (Large Power Service)***: Signatories agree to the addition of language that customers with monthly demand reasonably expected to reach or exceed seventy-five megawatts

(75 MW) not be allowed to continue receiving service under Schedule LPS and will be required to receive service under Schedule LLPS.

47. ***Schedule ECA (Energy Cost Adjustment)***: Signatories agree to the addition of language to the Energy Cost Adjustment to explain how costs associated with the Interim Capacity Agreement under Schedule LLPS and costs associated with capacity purchased under Schedule CCR impact the cost adjustment, and the addition of language that the revenue received from the Renewable Energy Program Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

48. ***Schedule ILP (Industrial & Large Power)***: Signatories agree to the addition of language that customers with monthly demand reasonably expected to exceed seventy-five megawatts (75 MW) will be required to receive service under Schedule LLPS.

49. ***Schedule RECA (Retail Energy Cost Adjustment)***: Signatories agree to the addition of language to the Retail Energy Cost Adjustment tariff to explain how costs associated with the Interim Capacity Agreement under Schedule LLPS and costs associated with capacity purchased under Schedule CCR impact the cost adjustment, and the addition of language that the revenue received from the Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

50. ***Rules and Regulations***: Signatories agree to the addition of language to Section 8 of the Company's General Rules and Regulations that for extensions of transmission or substation facilities, any customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event SPP modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy

allocates such costs among its retail customers. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any applicable service agreements as required by the applicable rate schedule as a condition for any construction to commence.

51. The Signatories agree to the addition of language to Section 2 of the Company's General Rules and Regulations reflecting the framework of the Company's Path to Power load interconnection process. Specifically, the Signatories agree to the addition of the following language to Section 2 of the Company's General Rules and Regulations:

i. "Service to Loads Greater than 25 MW:

A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 MW shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.

B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit. Service related to projects the Company designates as serving the community interest may

be given priority in the queue and may not be required to submit a deposit. “Community Interest Projects” are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project. The Company shall have sole reasonable discretion on the deposit applicability and managing projects in the queue.

C. The Company will work on advanced study and scoping for up to four projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool for its review. Completed plans shall be valid for six months.

D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated LLPS Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.

E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company’s website.”

E. Miscellaneous Provisions

52. This Settlement Agreement represents a negotiated settlement that fully resolves all of the issues in this docket among the Signatories. The Signatories represent that the terms of this

Settlement Agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way be affected by the terms of this Settlement Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; or, (c) in this proceeding should the Commission decide not to approve this Settlement Agreement in the instant proceeding. If the Commission accepts this Settlement Agreement in its entirety and incorporates the same into a final order without material modification, the Signatories shall be bound by its terms and the Commission's Order incorporating its terms as to all issues addressed herein and in accordance with the terms thereof, and will not appeal the Commission's order on these issues.

53. Furthermore, this Settlement Agreement does not constitute agreement, by any Signatory, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Settlement Agreement or a Commission order concerning the Settlement Agreement, shall attach to any principle or methodology contained in or used to reach this Settlement Agreement, except as expressly set forth herein

54. Nothing in this Settlement Agreement is intended to impinge or restrict, in any manner, the exercise by the Commission of any statutory right, including the right of access to information, and any statutory obligation.

55. The Signatories will jointly request the Commission issue an Order approving this Settlement Agreement.

56. This Settlement Agreement shall not become effective until the Commission issues a final Order addressing the Settlement Agreement. The provisions of this Settlement Agreement have resulted from the negotiations among the Signatories and are interdependent. In the event that the

Commission modifies this Settlement Agreement in a manner unacceptable to any Signatory, a Signatory has the duration of any applicable period for reconsideration of the final Order to provide notice to the other Signatories of its objection to the Settlement Agreement as modified and may void this Settlement Agreement. Upon such objection and voiding of the Settlement Agreement, the Signatories will no longer be bound by its terms and will not be deemed to have waived any of their respective procedural or due process rights under Kansas law. If a Signatory objects to the Settlement Agreement as modified, it may withdraw from the Settlement Agreement. In the event that any Signatory opts to void the Settlement Agreement pursuant to its terms, the Settlement Agreement shall be considered privileged and not admissible in evidence or made a part of the record in any other proceeding.

IN WITNESS THEREOF, the Signatories have executed and approved this Settlement Agreement, effective as of the 18th day of August, 2025, by subscribing their signatures below.

By: *Cathryn Dinges*

Cathryn J. Dinges, #20848
Sr Director and Regulatory Affairs Counsel
Every, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612
Cathy.Dinges@every.com
Telephone: (785) 575-8344

By: /s/ *Carly Masenthin*
Carly Masenthin
Senior Litigation Counsel
Kansas Corporation Commission
1500 SW Arrowhead Rd
Topeka, KS 66604
Attorney for KCC Staff

By: /s/ Joseph R. Astrab

Joseph R. Astrab, Consumer Counsel #26414
Todd Love, #13445
Consumer Counsel
1500 SW Arrowhead Road
Topeka, KS 66604
Attorneys for Citizens' Utility Ratepayer Board

By: /s/ Frank Caro, Jr

Frank Caro, Jr. (KS #11678)
Andrew Schulte (KS #24412)
Jared R. Jevons (KS # 28913)
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attorneys for Google LLC

By: /s/ James P. Zakoura

James P. Zakoura, #07644
Lee M. Smithyman, #09391
Daniel J. Buller, #25002
Molly Morgan, #29683
Foulston Siefkin, LLP
7500 College Boulevard, Suite 1400
Overland Park, KS 66210-4041
Attorneys for:
Goodyear Tire & Rubber Company
Kansas Industrial Consumers Group
Associated Purchasing Services
Occidental Chemical Corp.
Spirit AeroSystems, Inc.
USD 512 – Shawnee Mission School District
USD 229 – Blue Valley School District
USD 233 – Olathe School District
USD 232 – DeSoto School District
Lawrence Paper Company

By: /s/ *Robert R. Titus*

Robert R. Titus, #26766
TITUS LAW FIRM, LLC
7304 W 130th St., Suite 190
Overland Park, Kansas 66213
Thomas J. Connors, #27039
CONNORS LAW, LLC
5200 Bob Billings Pkwy, Suite 303
Lawrence, Kansas 66049
Attorneys for NRDC

By: /s/ *Alissa Greenwald*

Alissa Greenwald, Kansas Bar No. 30510
KEYES & FOX LLP
1580 Lincoln St., Suite 1105
Denver, CO 80203
Attorney for the Data Center Coalition

By: /s/ *Sarah Rubenstein*

Sarah Rubenstein (KS Bar #26612)
Great Rivers Environmental Law Center
319 N. Fourth Street, Suite 800
St. Louis, Missouri 63102
Attorney for Sierra Club

EXHIBIT A**Schedule LLPS Initial Monthly Pricing**

Schedule LLPS Initial Monthly Pricing - Settlement				
Charges	Kansas Central		Kansas Metro	
	Summer	Winter	Summer	Winter
Customer	\$ 386.67	\$ 386.67	\$ 751.02	\$ 751.02
Grid (\$/kW) (Substation Voltage)	\$ 0.248	\$ 0.248	\$ 0.200	\$ 0.200
Grid (\$/kW) (Transmission Voltage)	\$ 0.156	\$ 0.156	\$ 0.126	\$ 0.126
Demand (\$/kW)	\$ 22.985	\$ 20.817	\$ 21.174	\$ 19.174
Energy (\$/kWh)	\$ 0.00872	\$ 0.00872	\$ 0.01000	\$ 0.01000