

WOLF CREEK GENERATING STATION
OWNERSHIP AGREEMENT

THIS OWNERSHIP AGREEMENT is made December ~~28~~, 1981, by and among KANSAS GAS AND ELECTRIC COMPANY ("KG&E"), a Kansas corporation having its principal office at Wichita, Kansas; KANSAS CITY POWER & LIGHT COMPANY ("KCPL"), a Missouri corporation having its principal office at Kansas City, Missouri; and KANSAS ELECTRIC POWER COOPERATIVE, INC. ("KEPCo"), a Kansas corporation having its principal office at Topeka, Kansas.

RECITALS

0.1 KG&E and KCPL are engaged in the generation, transmission, distribution and sale of electricity and KEPCo intends to become the power supplier for its member electric cooperatives in Kansas. KG&E, KCPL and KEPCo intend to own, construct and operate an electric generating station in Coffey County, Kansas, known as the Wolf Creek Generating Station ("Wolf Creek Station"), consisting initially of (i) a site for operation of electric generating units (the "Site"); (ii) a nuclear-fueled electric generating unit of approximately 1150 MWe nominal capacity ("Unit #1"); and (iii) facilities which may be used in common for operation of Unit #1 and additional generating units that may be constructed at the Site in the future (the "Common Facilities"), all to be owned by them as tenants in common, each with undivided ownership interests therein as hereinafter provided.

0.2 KG&E and KCPL, with three other electric utilities (Northern States Power Company; Union Electric Company and Rochester Gas and Electric Corporation), are participants in a program for the design, construction and licensing of standardized nuclear power plants, known as "SNUPPS" or "Standardized Nuclear Unit Power Plant System."

0.3 KG&E has caused the acquisition by Peoples National Bank and Trust Company, Burlington, Kansas (the "Trustee"), as Trustee for KG&E and KCPL, of a parcel of land in Coffey County, Kansas, for the Site.

0.4 KG&E and KCPL have, upon application to the United States Nuclear Regulatory Commission (then the Atomic Energy Commission) received a Construction Permit dated May 17, 1977, authorizing the construction of Unit #1 at the Site, which unit will be substantially of a SNUPPS' design.

0.5 KG&E has made Applications dated February 20, 1968 (No. 14625), December 19, 1972 (No. 19882) and March 1, 1973 (No. 20275) to the Division of Water Resources of the Kansas Department of Agriculture for certificated authority for appropriations of waters from Wolf Creek and the Neosho River for operation of Wolf Creek Station. Also, KG&E and KCPL have obtained a Contract dated March 13, 1976, from the Kansas State Water Resources Board for water from the John Redmond Lake (Reservoir) on the Neosho River for operation of the Wolf Creek Station.

0.6 KG&E and KCPL, together and as participants in SNUPPS, have entered into numerous contracts relating to the design, licensing, construc-

tion and equipping of Unit #1, together and as a common effort with other SHPPS participants, including, without limitation, (i) a Contract dated February 9, 1973, with Bechtel as architect/engineer and project manager related to the design of the nuclear power block facilities for Unit #1; (ii) a Purchase Order dated February 15, 1974, with Sargent and Lundy as architect/engineer and for design and engineering as related to the balance of plant facilities and Site for Unit #1; and (iii) a Contract dated February 8, 1977, with Daniel International, Inc., through its subsidiary Daniel Construction Company, as constructor and as agent for the Owners in the construction management of Unit #1.

0.7. Contemporaneously herewith, KG&E and KCPL have by General Assignment transferred and assigned to KEPCo individual undivided interests in all permits, contracts and other rights referred to in Sections 0.4, 0.5 and 0.6 hereof, and KEPCo has by a General Acceptance adopted and agreed to be bound by the provisions of all permits, contracts and other grants related to Unit #1 to the extent of its undivided interests therein as provided in Section 1.5 hereof.

0.8 This Ownership Agreement is executed for the purposes of (i) creating and confirming the nature and extent of the respective ownership interests of KG&E, KCPL and KEPCo in the Wolf Creek Station; and (ii) imposing certain covenants and obligations running with the rights, titles and interests of KG&E, KCPL and KEPCo in and to Wolf Creek Station, which covenants and obligations are intended to inure to the benefit of and be binding upon KG&E, KCPL and KEPCo, and any and all persons whomsoever having or claiming any right, title or interest therein by, from, through or under KG&E, KCPL or KEPCo.

NOW, THEREFORE, KG&E, KCPL and KEPCo, each for itself, its successors and assigns, and for the benefit of the other, its successors and assigns, hereby covenant and agree as follows:

ARTICLE I

Creation and Adjustment of Ownership Interests

1.1 Definition of Wolf Creek Station. As used herein, the term "Wolf Creek Station" means and consists of:

(a) the lands and land rights described in Exhibit A hereto, together with all additional lands and land rights as may hereafter be acquired therefor as provided in this Section (the "Site");

(b) all site improvements and facilities at the Site (exclusive of Unit #1 as provided in Subsection (c) hereof, and exclusive of any Additional Unit as provided in Subsection (d) hereof), which are designed for joint utilization in the operation of Unit #1 and any Additional Unit or Units as may be appropriate for common use, including, without limitation, dams, cooling lakes, dam permits, water rights, water intake and discharge facilities; roads, railroad facilities, materials and supplies, control facilities, shop facilities, switchyard and substation equipment (excluding transmission line

terminations), elevators, cranes, laboratory equipment, office facilities, fuel handling facilities, together with any governmental applications, permits, appropriations, approvals and authorizations obtained in connection therewith (the "Common Facilities");

(c) Unit #1 (including all facilities and property, together with all nuclear fuel and all contracts and inventories for nuclear fuel associated with Unit #1 (the "Nuclear Fuel")) to be constructed and installed as contemplated in Sections 0.2, 0.4, 0.5 and 0.6 hereof; provided such facilities and property are for the exclusive use and operation of Unit #1;

(d) any Additional Unit constructed at the Site, including all facilities and property, together with all fuel and all fuel contracts and fuel inventories for such Additional Unit constructed at the Site, provided such facilities and property are for the exclusive use and operation of such Additional Unit;

provided that the same shall have been acquired, constructed or installed for joint or common use as a portion of Wolf Creek Station and jointly owned or leased, as permitted by Section 5.6 hereof, by the Owners for such use.

1.2 Trustee's Deed. KG&E, KCPL and KEPCo shall, from time to time, cause the Trustee to execute Trustee's Deeds conveying Wolf Creek Station, including the Site with all improvements thereon, to themselves and their successors and assigns, as tenants in common, subject to the provisions of this Ownership Agreement.

1.3 Recordations. Executed counterparts of (i) this Ownership Agreement, and (ii) the Trustee's Deed referred to in Section 1.2, shall be filed of record and recorded in the offices of the Recorder of Deeds for Coffey County, Kansas, in the order of precedence herein stated.

1.4 Initial Jointly Owned Facilities. Upon recordation of such instruments as provided for in Section 1.3, KG&E, KCPL and KEPCo shall complete initial construction of Wolf Creek Station, including Unit #1, and all other facilities as contemplated by the Contracts referred to in Section 0.6, for their common use at Wolf Creek Station under the provisions of Section 1.1 hereof. All costs thereafter incurred in connection therewith shall be borne and paid by KG&E, KCPL and KEPCo, with funds to be provided individually by them, in proportion to their Ownership Shares as stated in Section 1.5 hereof.

1.5 Ownership Shares. At the time of the first closing, KG&E, KCPL and KEPCo shall take and receive title to and thereafter own, except to the extent that any owner's undivided interest in Nuclear Fuel has been financed as permitted by Section 5.6 hereof, Wolf Creek Station as tenants in common, each with undivided ownership interests therein as follows:

<u>Class of Property</u>	<u>Ownership Interests</u>		
	<u>KG&E</u>	<u>KCPL</u>	<u>KEPCo</u>
Site (at acquisition cost)	30%	30%	6%
Common Facilities (including site improvements)	30%	30%	6%
Wolf Creek Unit #1	30%	30%	6%

Because the Trustee will continue to hold legal title with respect to the remaining interests of KG&E and KCPL in the Wolf Creek Station pending subsequent closings, the foregoing table will be amended automatically to reflect the revised ownership interests specified by subsequent Trustee's Deeds. To the extent that any Owner shall finance its undivided interest in Nuclear Fuel as permitted by Section 5.6, such Owner shall for all purposes of this Agreement be considered to be the Owner of such undivided interest in Nuclear Fuel notwithstanding that an ownership interest in such undivided interest in such Nuclear Fuel has been granted to another party for such purpose. Each of such undivided ownership interests shall be subject to adjustment from time to time as provided for in Section 1.6, 1.8, 4.4 and 3.1. Such undivided percentage interests in all or portions of Wolf Creek Station are herein called "Ownership Shares." The rights, titles and interests of KG&E, KCPL and KEPCo in and to Wolf Creek Station and any and all portions hereof, as the same may exist from time to time, shall be as provided for under this Ownership Agreement, and the covenants and obligations herein shall inure to the benefit of, and shall be binding upon, their successors and assigns.

1.6 Owners. KG&E, KCPL and KEPCo each shall have the right to and may cause an adjustment of its respective Ownership Share in Wolf Creek Station (or any portion thereof as provided herein) by transfer, under Section 5.3 or 5.4, of portions of such Ownership Share pursuant to this Ownership Agreement, subject, however, to the receipt and filing of (i) a Supplemental Agreement hereto reflecting such adjustment and (ii) appropriate releases of any encumbrances thereon and compliance with the provisions of any security agreement related thereto, as contemplated in Section 5.2 hereof. Any party owning an Ownership Share in all or any portion of Wolf Creek Station is herein called an "Owner" thereof, and all such parties are herein called the "Owners."

1.7 Common Facilities. Wolf Creek Station has been designed to accommodate additional generating units on the Site ("Additional Units") with joint utilization of those facilities as may be appropriate for common use, including, without limitation, all facilities defined as Common Facilities.

1.8 Additional Units. Any Owner or Owners having in the aggregate more than fifty percent (50%) of the total Ownership Shares in Unit #1 shall have the continuing right to determine, from time to time and at any time, whether an Additional Unit will be constructed on the Site and, if so, the type of electric generating unit to be constructed, the scheduled date for completion thereof and those electric systems which will be invited to participate in ownership thereof; provided, however, that in the event such Owner or Owners having said majority of Ownership Shares in Unit #1 determine to construct such Additional Unit, then and in such event each Owner having an Ownership Share in Unit #1 shall have the right, at its own election, to participate in the ownership of such Additional Unit with an undivided percentage interest therein up to, but not in excess of, its then Ownership Share in Unit #1, except by mutual agreement of all Owners of the total Ownership Shares in Unit #1. The agreed Owners of an Additional Unit shall have the right, upon terms and conditions mutually agreeable to each of them, to cause or permit (i) the construction and operation of such Additional Unit and all facilities related thereto on the Site, and (ii) the relocation or modification of any of the facilities and property then included in Wolf Creek Station and any solely owned facilities then located on the Site as provided in

Article II, for construction and operation of any such Additional Unit and its related facilities; provided (a) that such construction and operation will not unreasonably interfere with or materially impair the use of the facilities and property then included in Wolf Creek Station or otherwise located on the Site, (b) that any agreed adjustment of the Ownership Shares in the Common Facilities and the Site will be reflected as capital transactions, subject to compliance with the applicable provisions of any related security agreement contemplated in Section 5.2 hereof, and (c) that all other costs thereof, including any such relocation or modification costs, are borne by the Owners of such Additional Unit. The proportional adjustments to be made in such undivided Ownership Shares in the Common Facilities and the Site shall be made prior to commencement of construction of any Additional Unit and shall be reflected by purchases and sales (at the depreciated original cost thereof to the selling Owner, including all gross allowances for funds used during construction properly recorded on the books of such seller) of such portions thereof as will adjust the Ownership Shares of the Common Facilities and the Site of all Owners of Wolf Creek Station, including the Owners of such Additional Unit, in proportion to their ownership interests in the total gross capacity, as related to the initial net accredited capacity, of all Units including the nominal gross capacity of the Additional Unit to be constructed. It is intended that the Common Facilities for Unit #1 will not include any of the facilities that are exclusively for any Additional Unit at Wolf Creek Station. For the purpose of calculating any revision of the weighted percentage Ownership Shares of the Owners in the Common Facilities, the allocation of Common Facilities among Units shall be made on the basis of the relation of any Common Facility to a particular Unit or Units as agreed among the Owners. Common Facilities that have no relation to a particular Unit will not be allocated to the Owners of such Unit based upon their Ownership Shares therein. For the purposes of allocating Common Facilities, all Ownership Shares and ownership interest calculations based on capacity shall be made using "nominal gross capacity".

ARTICLE II

Easements for Interconnection Facilities

2.1 Interconnection Facilities. Each Owner shall have the right to install, own, operate, and maintain, at its own costs and expense, at, on, along, over, under and across the Site such facilities as are reasonably required (i) to enable it to deliver to its own system the electric power and energy which it is entitled to receive from any Unit at Wolf Creek Station, (ii) to establish interconnections between its system and the systems of others, and (iii) to connect separated portions of its own system facilities, provided that such solely owned facilities shall be so installed, operated and maintained as not unreasonably to interfere with or materially impair the use of any then existing facilities located on the Site or the ultimate full utilization thereof. Interconnection Facilities are not to be considered part of the Wolf Creek Station.

2.2 Relocations and Modifications. In the event an Owner proposes to install and operate any such solely owned facilities hereunder which would require the relocation or modification of any then existing facilities located on the Site but would otherwise meet the requirements of this Agreement,

such Owner shall have the right to cause such relocation or modification, provided it bears the cost thereof.

2.3 Personal Property. All solely owned facilities, including transmission lines and terminations, installed pursuant to the provisions of this Article shall be and remain the sole property of the Owner installing them; shall not be a portion of Wolf Creek Station under Section 1.1 hereof; shall, where practicable, be identified by distinctive marking as the property of such Owner, and shall be deemed and considered to be personal property in which such Owner has reserved the right to remove the same at any time.

2.4 Exclusive Right, Title and Interest. No provision hereof shall give to any other Owner or anyone claiming by, from, through or under such other Owner any right, title or interest in any such solely owned facilities permitted by Section 2.1 hereof.

ARTICLE III

Management and Operation of Wolf Creek Station

3.1 Common Facilities Committee. Except as provided in Subsection 3.7(c) hereof, all policies relating to the management and operation of the Common Facilities and the Site shall be determined by a Common Facilities Committee consisting of two representatives of each Owner thereof. The chief executive officer of each such Owner shall designate, from time to time, its two representative members to serve on the Common Facilities Committee, at least one of whom shall be a corporate officer of such Owner. Such designation shall be by written notice to the other Owners thereof. Such management and operation of the Common Facilities and the Site shall be consistent with the provisions of this Ownership Agreement.

3.2 Management Committee. Except as provided in Subsection 3.7(c) hereof, all policies relating to the management and operation of any Unit (including fuel for such Unit) shall be determined by a Management Committee therefor consisting of two representatives of each Owner thereof. An Owner's representative members on the Common Facilities Committee shall serve as its representative members on such Management Committee. Such management and operation of each Unit shall be consistent with the provisions of this Ownership Agreement.

3.3 Committee Action. Each Owner shall have a vote on each such Committee equal to its Ownership Shares in the property to be managed by such Committee. Actions by any Committee shall require a majority vote of the undivided Ownership Shares except as stated in Section 3.5(a). No Committee shall have authority to modify any provision of this Ownership Agreement.

3.4 Property Additions and Retirements.

(a) The Common Facilities Committee and each Management Committee shall cause to be made such significant property additions to and removals or retirements from the facilities and property

constituting the Site, the Common Facilities and each Unit, respectively, as may, from time to time, be deemed by such Committee to be necessary or desirable.

(b) Each Owner of the Site, the Common Facilities or any Unit shall pay for the cost of any such property addition thereto in the same percentage as its Ownership Share therein, and the rights, titles and interests of any Owner in and to any such property addition shall be proportionate to its Ownership Share therein.

(c) Upon such removal or retirement of any facilities or property included in any portion of Wolf Creek Station and subject to compliance with the applicable provisions of any related security agreement contemplated in Section 5.2 hereof, the Owners thereof may, at their option and notwithstanding the provisions of Section 5.1 hereof, (i) divide or partition such removed or retired facilities or property, or (ii) sell or otherwise dispose of such removed or retired facilities or property and distribute the proceeds thereof to or for the account of each Owner thereof in accordance with its Ownership Share therein.

3.5 Destruction, Damage or Condemnation.

(a) If more than half of Wolf Creek Station or any Unit should be destroyed, damaged or condemned, the Owners thereof by unanimous agreement may elect to repair, restore or reconstruct the damaged, destroyed or condemned facilities in such manner as such Owners may then mutually agree. In the event of such election, it shall be the obligation of such Owners to pay for the costs thereof in accordance with their respective Ownership Shares therein, and, upon completion thereof, such Owners' rights, titles and interests therein shall be as provided under this Ownership Agreement.

(b) In the event such Owners fail to agree as provided in Subsection (a) above, a majority interest of the Ownership Shares in any such Unit may elect in writing to repair, restore or reconstruct the damaged, destroyed, or condemned facilities and the Owners of such majority interest shall thereupon have the right to purchase the minority Ownership Shares in such Unit, together with the related proportionate Ownership Shares of the minority interest in the Common Facilities and Site at a cost not to exceed the salvage or remaining value thereof.

(c) In the event that such Owners do not proceed as provided in Subsection (a) or (b) above, such failure shall be deemed to be an election not to repair, restore or reconstruct the damaged, destroyed or condemned facilities, in which event the proceeds from any insurance policy or condemnation award shall be distributed to or for the account of such Owners in accordance with their respective Ownership Shares therein, and the remaining facilities shall be disposed of by such Owners in a manner as may then be

mutually agreed by them and the proceeds therefrom shall be distributed to or for the account of such Owners in accordance with their Ownership Shares therein, all subject to the liens of any encumbrance and the provisions of any related security agreement contemplated in Section 5.2 hereof.

(d) In the event that less than half of any Unit shall be damaged, destroyed or condemned, then it shall be the obligation of the Owners thereof to repair, restore or reconstruct the damaged, destroyed, or condemned facilities and to pay for the same as provided in Subsection (a).

3.6 Requirements of Mortgage Indentures. Each Owner may take such action in regard to its Ownership Share in any portion of Wolf Creek Station (including any fuel) as may be necessary to comply with any provision (i) of any existing deed of trust, mortgage indenture or other security agreement of such Owner, or (ii) which, with respect to any future deed of trust, mortgage indenture or other security agreement of such Owner, is or would be required to qualify a trust indenture under the Trust Indenture Act of 1939, as amended (15 U.S.C. 77aaa et seq.) and the General Rules and Regulations thereunder (17 C.F.R. 260), including, without limitation, provisions relating to standards of maintenance, absence of liens, payment of taxes and governmental charges, compliance with governmental regulations, insurance coverage, and the like; provided that any such action by one Owner shall not effect a default by another Owner under the provisions of any then existing security agreement of the other Owner. The Common Facilities Committee or the appropriate Management Committee shall take such action relating to the operation and maintenance of the Common Facilities or any Unit as any Owner of an Ownership Share therein shall advise, in writing, is necessary for such Owner to comply with the provisions of any such existing or future deed of trust, mortgage indenture or security agreement to which it is a party and the costs therefor shall, unless otherwise provided in the applicable Operating Agreement, be borne by the Owners of such portion of Wolf Creek Station in proportion to their Ownership Shares therein.

3.7 Operating Agent.

(a) Each Owner of the Site, Common Facilities and each Unit hereby authorizes KG&E to act as its agent to perform, as an Operating Agent, through KG&E's own employees, agents, servants and contractors, all functions as may be required for the actual operation and maintenance of the Site, Common Facilities and each Unit, including fuel therefor, subject, however, to the policies established by the Common Facilities Committee and the Management Committee for each Unit, respectively; provided, however, that KG&E shall not be liable to any other Owner for any loss, cost, damage or expense incurred by such Owner as a result of any action or failure to act by KG&E, as Operating Agent, in respect to its operation and maintenance of the Site, Common Facilities, or Unit, unless KG&E's action or failure to act was not in good faith and was prejudicial to such Owner for the benefit of KG&E.

(b) The Operating Agent shall have full power and authority to act in all matters related to the operation and maintenance of the Site, Common Facilities and each Unit (including fuel therefor) and shall be required to secure appropriate Committee approval with respect only to those policy matters which are clearly beyond the normal course of operation or maintenance.

(c) Notwithstanding any other provision of this Agreement, the Operating Agent shall perform any and all actions duly required by the Nuclear Regulatory Commission or any other regulatory body having jurisdiction over the operation and maintenance of Wolf Creek Station.

(d) Upon written notice to KG&E, the other Owner with the greatest percentage ownership interest in the Site may, at its option, forthwith become, and assume the duties of, Operating Agent hereunder in the stead of KG&E if at such time (i) KG&E has been finally adjudged a bankrupt, or KG&E's Ownership Share in Wolf Creek Station has been seized and is held by any governmental authority having jurisdiction provided that KG&E shall be reinstated upon final termination of the proceedings and it recovers its Ownership Share in Wolf Creek Station, and (ii) such other Owner is not bankrupt and its Ownership Share in Wolf Creek Station has not been seized by any governmental authority.

(e) Contracts covering design, engineering, procurement, construction and installation services and major components of Units and all other contracts relating to procurement, operation and maintenance, including contracts for the acquisition of materials, inventories, supplies, spare parts, equipment, fuel or services therefor, may be executed solely by the Operating Agent or at its request shall be executed by each Owner. Whether or not a contract is entered into in the name of all Owners, each Owner shall be severally and not jointly responsible for its percentage of the amounts which are payable thereunder and all performance with respect to such contracts in proportion to its Ownership share therein. The Operating Agent is expressly authorized to execute all contracts as agent on behalf of each of the Owners. Each contract entered into in the name of all Owners shall provide for several, but not joint, liability in proportion to each Owner's respective percentage Ownership Share therein, and at the Operating Agent's determination, may provide for separate invoicing to each Owner in accordance with its respective percentage Ownership Share thereof.

5.3 Operating Agreements. The Owners of the Common Facilities and the Owners of each Unit shall, by and through agreements among themselves, enter into Operating Agreements for the purpose of establishing with respect thereto more detailed provisions and procedures to implement the provisions of this Ownership Agreement. If an Owner of any portion of Wolf Creek Station shall transfer, under the provisions of Section 5.3 or 5.4, all or any portion of its Ownership Share therein, such Owner shall assign, and shall cause its transferee to assume, the related portion of its rights and obligations under the Operating Agreement applicable thereto. No assignment of any rights or

obligations under an Operating Agreement shall be made except in connection with a transfer of an Ownership Share hereunder. In any instance of conflict between this Ownership Agreement and any other contract or agreement, including any Operating Agreement, the provisions hereof shall take precedence and shall govern.

ARTICLE IV

Capacity and Energy Entitlement and Financial Obligations

4.1 Capacity Entitlement. Subject to the provisions of Section 4.4, each Owner shall be entitled at all times to the then effective maximum operable capability of a Unit (as then permitted by law) in proportion to its Ownership Share in such Unit at such time, and it hereby waives any and all right to any capacity in excess of such pro rata capability.

4.2 Energy Entitlement. Subject to the provisions of Section 4.4, each Owner of a Unit, at all times, (a) shall be entitled to schedule and have the right to receive energy from such Unit at a rate not in excess of that portion of the then maximum operable capability of such Unit (but not in excess of that then permitted by law), and (b) if requested by any other Owner, shall schedule energy from such Unit at a rate not less than that portion of the minimum operable capability of such Unit (but not less than that permitted by law), which is proportional to its Ownership Share in such Unit at such time, each as measured on the basis of net output on the generator side of the step-up substation bus for such Unit.

4.3 Financial Obligations. Each Owner shall at all times pay

(a) a share corresponding to its then Ownership Share in the Site of all expenditures for the lands and land rights described in Exhibit A hereto, together with all additional lands and land rights as may hereafter be acquired therefor;

(b) a share corresponding to its then Ownership Share in Common Facilities of all expenditures for construction, operation and maintenance of Common Facilities and for renewals, replacements, additions and retirements in respect thereof;

(c) a share corresponding to its then Ownership Share in each Unit of all expenditures (other than those in respect to Common Facilities) for construction, operation and maintenance (excluding variable costs, including those associated with fuel use, as provided in the applicable Operating Agreement) of such Unit and for renewals, replacements, additions and retirements in respect thereof;

(d) a share of all expenditures in respect to fuel used (and other variable generating costs as provided in the applicable Operating Agreement) for each Unit corresponding to the ratio of the energy taken by it from such Unit to the total energy taken by the Owners of such Unit, as provided in the applicable Operating Agreement; and

(c) a share of all costs and expenses, including any current funding required to discharge the burden of wastes and waste fuel management, including storage, transportation, risk and liability upon and as part of decommissioning expense for each Unit in accordance with the applicable Operating Agreement in effect.

For the purposes of this Section, expenditures shall not be deemed to include (i) interest charges on borrowed funds, income taxes, and property, business and occupation taxes of each Owner, which shall be borne entirely by such Owner, and (ii) depreciation, amortization and allowances for funds used during construction.

4.4 Default.

(a) If prior to the date of commercial operation of Unit #1 or any Additional Unit an Owner thereof shall (a) be in default of any obligation hereunder for a period of 10 days or more after notice thereof by any other Owner, or (b) fail or be unable, for any reason whatsoever, to make any payment within 30 days of the date due for or on account of the construction of Wolf Creek Station, or (c) shall admit in writing its inability to pay its debts generally as they become due or shall file a petition in voluntary bankruptcy or shall make a general assignment for the benefit of its creditors, or shall consent to the appointment of a receiver for the whole or any part of its utility assets; or shall be adjudicated a bankrupt or insolvent; or an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without such Owner's consent, a receiver for the whole or any substantial part of its assets and such adjudication order, judgment or decree shall not be vacated or set aside or stayed within 90 days after the entry thereof, or (d) has been declared in default under any mortgage, deed of trust, or other instrument under which a lien or other security interest has been granted or acquired in such Owner's ownership interests in Wolf Creek Station, then such Owner shall be deemed to be in default hereunder and the nondefaulting Owner or Owners thereof may, by written notice to the defaulting Owner, but without relieving any defaulting Owner of its liability for the default, (i) agree to complete or cause the completion of construction of the Unit without additional payments by the defaulting Owner and (ii) limit the defaulting Owner's ownership interests in the Unit, Site and Common Facilities at Wolf Creek Station to those percentages thereof as are equal to the ratio of the payments theretofore made by the defaulting Owner to the total construction expenditures of the Owners therefor, exclusive of any allowance for funds used during construction, in which event the defaulting Owner's ownership interests in the Unit, Site and Common Facilities at Wolf Creek Station shall reduce automatically and concurrently as and to the extent that additional construction expenditures (exclusive of any allowance for funds used during construction) are paid by or for the account of the nondefaulting Owner or Owners for completion thereof; provided, however, that upon completion thereof the defaulting Owner shall remain subject to the provisions of Sections 4.1, 4.2, 4.3 and 4.4 hereof with respect to its reduced Ownership Share therein; and provided further, that to the extent

that any Owner's interest in Nuclear Fuel is the subject of a financing arrangement permitted under Section 5.6 hereof, no reduction in such Owner's interest in Nuclear Fuel subject to such financing arrangement shall be made. Subject to the foregoing, in any such event, the respective ownership interests of the Owners in the Unit, Site and Common Facilities at Wolf Creek Station shall adjust automatically and proportionately to reflect the defaulting Owner's decreasing ownership interests therein and the non-defaulting Owners' increasing ownership interests as and to the extent that additional construction expenditures are made or caused to be made by each nondefaulting Owner for completion thereof.

(b) If subsequent to the date of commercial operation of Unit #1 or any Additional Unit an event of default by any Owner occurs in the payment of all or any part of its share of any expenditures as provided in Section 4.3, such Owner shall not be entitled to schedule or receive any energy from any such Unit during the continuance thereof if such default is not cured within five (5) days after delivery of written notice of such default by any other Owner; and during the remaining period of any such default the nondefaulting Owners of each Unit in which such Owner has an Ownership Share therein shall be entitled (without relieving the defaulting Owner of its liability for the default) to schedule and receive all the energy capable of being produced by such Unit (including the capacity entitlement of the defaulting Owner) in proportion to their respective Ownership Shares therein. Further, if any Owner defaults in its obligation to pay its proportionate share of capital additions, betterments or improvements, then the Ownership Shares of such defaulting Owner in any appropriate Unit and/or Common Facilities shall be subject to automatic reduction as specified and provided in Section 4.4(a).

(c) Nothing in Sections 4.4(a) or 4.4(b) is intended to relieve, or shall relieve, a defaulting Owner of its liability for the default, and the exercise by the nondefaulting Owner or Owners of any rights provided for in this Section 4.4 (including rights which reduce the Ownership Shares of the defaulting Owner or permit the nondefaulting Owner or Owners to use the capacity entitlement of the defaulting Owner) shall be considered in mitigation of damages due the nondefaulting Owner or Owners for which the defaulting Owner shall be and remain liable until paid, together with interest thereon at a rate equal to 125 percent of each nondefaulting Owner's gross rate of accrual of (i) an allowance for funds used during construction (AFDC), (ii) interest during construction (IDC), or (iii) other similar cost components regularly used by such nondefaulting Owner, each as applicable during such periods.

4.5 Interchange. Except as otherwise provided in Section 4.4, the capacity entitlement of Owner shall not be available for use by another Owner unless the entitled Owner desires to sell and the other Owner desires to buy any excess capacity entitlement of the selling Owner. Any such sale shall be in accordance with applicable service schedules for interchange transactions between such Owners as may be in effect from time to time and on file with the appropriate regulatory authorities.

ARTICLE V

Partition - Encumbrance - Transfer

5.1 Partition. The Owners and their successors and assigns hereby waive their respective rights with respect to the partition of Wolf Creek Station and any portion thereof for a period of time ending with the abandonment of the use thereof for the generation, transmission or distribution of electricity. No Owner of any Ownership Share in Wolf Creek Station or any portion thereof shall take or resort to any action or permit any action to be taken in its name (including, without limitation, any court proceeding at law or in equity) for the purpose of or which might result in a partition of Wolf Creek Station or any portion thereof (including without limitation, the Site, Common Facilities, any Unit, Nuclear Fuel and all additions and improvements thereto and replacements thereof). Each such Owner, for itself and its successors and assigns, hereby releases all partition rights in respect thereof, whether now existing or hereafter accruing, whether under common law or statute, and whether in kind or otherwise, and each such Owner thereof shall from time to time, upon written request by any other Owner of an Ownership Share therein, execute and deliver such further instruments as may be necessary or appropriate to confirm the foregoing waiver and release of partition rights.

5.2 Encumbrance. Each Owner and its successors and assigns, of Wolf Creek Station or any portion thereof shall have the right to and may encumber its Ownership Share therein (subject to the provisions of this Ownership Agreement) by any deed of trust, mortgage indenture or other security agreement, whether now existing or hereafter created as security for its present or future bonds or other obligations or securities, without the prior consent of any other Owner, and any trustee or secured party thereunder, when acting pursuant to the provisions thereof, shall have the benefit of, and may require and enforce performance of, the covenants and obligations herein and may exercise all rights and powers of such Owner under this Ownership Agreement and the applicable Operating Agreement as the same may then be in effect.

5.3 Transfer. No Owner of Wolf Creek Station or any portion thereof shall have the right, without the prior written consent of all other Owners of such portion of Wolf Creek Station, to sell, transfer, or assign any right, title or interest in, or create any lien or encumbrance on, all or any part of the facilities and property represented by its Ownership Share therein, except that no consent shall be required for an Owner (i) to encumber such Ownership Share as provided in Sections 5.2, 5.5 and 5.6, or (ii) to transfer such Ownership Share to another corporation (whether or not affiliated with such Owner) together with all or substantially all of its other utility property, whether by sale or pursuant to or as a result of a merger, consolidation, liquidation or corporate reorganization, provided that such corporation by written agreement or by operation of law assumes the obligations hereunder of the Owner transferring such Ownership Share, or (iii) to transfer an undivided Ownership Share to the Kansas Municipal Energy Agency, or (iv) to the United States of America (the "USA") by KEPCo pursuant to the provisions of KEPCo's loan agreements with the USA, provided that any subsequent transfer by the USA, except to retransfer to KEPCo, shall be subject to the provisions of Section 5.4 hereof, or (v) to

transfer such Ownership Share or any portion thereof pursuant to the provisions of Section 5.4 hereof.

5.4. Right of First Refusal.

(a) Except with respect to transfers permitted under Section 5.3 and transfers permitted under Sections 5.5 and 5.6 by an Owner to initiate and continue the financing arrangements contemplated thereby, should any Owner desire to sell, transfer, assign, convey or otherwise dispose of its Ownership Share or any part thereof in Wolf Creek Station or any portion thereof (the "Transfer Share") to any other entity or agency whatsoever including any other Owner of an Ownership Share therein (the "Proposed Transferee"), the other Owners of Ownership Shares therein (the "Remaining Owners") shall have rights of first refusal, as provided in this Section, to purchase such Transfer Share, and such Owner shall not dispose of such Transfer Share except as provided in this Section.

(b) At least one year prior to its intended date to so dispose of its Transfer Share, and after receipt by it of a bona fide written offer, which it desires to accept, from the Proposed Transferee (who shall be a buyer ready, willing and able to purchase the Transfer Share upon expiration of the notice periods specified in this Section), the Owner desiring to dispose of its Transfer Share shall serve a written Notice of Intent to Transfer upon the Remaining Owners. Such Notice shall contain the approximate proposed date of disposition of such Transfer Share, the terms and conditions of said bona fide written offer received by such Owner from the Proposed Transferee, and the terms and conditions under which such Owner would sell such Transfer Share to the Remaining Owners (including, without limitation, the right to purchase for cash), which shall be at least as favorable to the Remaining Owners as the terms and conditions offered by the Proposed Transferee.

(c) Each Remaining Owner desiring to purchase all or any portion of such Transfer Share shall signify such desire by serving written Notice of Intent to Purchase upon the Owner desiring to dispose of such Transfer Share and the other Remaining Owners within One Hundred Twenty (120) days after receipt of Notice of Intent to Transfer under Subsection (b).

(d) If the Remaining Owners signify their intention under Subsection (c) to purchase in the aggregate more than the entire Transfer Share, then each such Remaining Owner shall have the right to purchase (i) a portion of the Transfer Share not in excess of the ratio of its Ownership Share to aggregate Ownership Shares of the Remaining Owners who have served a Notice of Intent to Purchase under Subsection (c), plus (ii) a similar proportionate share of the Transfer Share which other Remaining Owners elect not to purchase.

(e) If in their Notices of Intent to Purchase served under Subsection (c) the Remaining Owners should signify an intention to

purchase less than the entire Transfer Share, the Remaining Owners shall have an additional sixty (60) days after receipt of the last Notice of Intent to Purchase under Subsection (c) to signify their intention to purchase the entire Transfer Share in accordance with Subsection (d).

(f) If and when intention to purchase the entire Transfer Share has been signified by written Notices of Intent to Purchase from the Remaining Owners, disposal of such Transfer Share shall be effected by the Owner thereof to the Remaining Owners in accordance with their respective Notices of Intent to Purchase, subject to all required governmental regulatory approvals thereof, and release of any liens imposed thereon by or through the Owner thereof.

(g) If the Remaining Owners have failed to signify (by proper Notices of Intent to Purchase as provided hereunder) their intention to purchase the entire Transfer Share, the Owner thereof shall be free to dispose of such Transfer Share to the Proposed Transferee upon the terms and conditions stated in its bona fide written offer.

(h) Any disposition of a Transfer Share hereunder, whether to any Remaining Owner or Owners or to any Proposed Transferee, shall be made subject to all of the benefits and burdens of the covenants and obligations applicable thereto as provided in this Ownership Agreement. Any such Proposed Transferee shall upon receipt of transfer assume and agree, in writing, delivered to the other Owners thereof, to perform the provisions of this Ownership Agreement and the applicable Operating Agreements.

5.5 Environmental Control Financing. Insofar as may be appropriate or required for the issuance of tax-exempt environmental or pollution control financings pursuant to regulations by the Internal Revenue Service and the laws of the State of Kansas as the same may be amended from time to time, each of the Owners may individually sell, convey or grant estates in its undivided interests in such environmental or pollution control facilities and non-exclusive licenses, easements and rights-of-way over, across, through and under Wolf Creek Station for the purposes of locating and maintaining such facilities on Wolf Creek Station and providing such rights of access to such facilities as may be necessary for inspection during the term of any such financing; provided, however, that no such conveyance, license, easement or right-of-way shall (i) grant or purport to grant any right to operate or remove any of the machinery, equipment, buildings, structures or facilities constituting a part of Wolf Creek Station, or (ii) unreasonably interfere with or materially impair the use of any then existing facilities located on the site. Each Owner will do all acts necessary to assure and perpetuate the ability of other Owners of Wolf Creek Station to cause to be issued tax exempt bonds for purpose of financing the pollution control installations at Wolf Creek Station.

5.6 Nuclear Fuel Financing. Insofar as may be appropriate or required in connection with nuclear fuel financing, each of the Owners may individually sell, convey or grant estates in its undivided interest in such Nuclear Fuel

for use at Wolf Creek Station, and grant nonexclusive licenses, easements and right-of-ways over, across, through and under Wolf Creek Station and enter into such agreements (lease, sale, or other possessory transfers) as may be required for such nuclear fuel financing; provided, however, that no such estate, nonexclusive license, easement, right-of-way or agreement shall grant or purport to grant any right to possess, operate or remove or unreasonably interfere with or impair the use of any of the Nuclear Fuel, machinery, equipment, buildings, structures or facilities constituting a part of the Wolf Creek Station. Each Owner will cooperate fully with the other Owners of Wolf Creek Station to facilitate Nuclear Fuel Financing arrangements.

ARTICLE VI

Covenants and Obligations

6.1 Equitable Servitudes. The respective covenants and obligations of the Owners of Wolf Creek Station and any portion thereof under this Ownership Agreement are intended to be in the nature of equitable servitudes (not liens) which shall run with the respective rights, titles and interests of their Ownership Shares therein, and be for the benefit of and be binding upon any and all persons whomsoever having or claiming any right, title or interest in or to Wolf Creek Station or any portion thereof by, from, through or under KG&E, KCPL or KEPCo-or their successors or assigns.

6.2 Independent Covenants and Obligations. The covenants and obligations contained in this Ownership Agreement are to be deemed to be independent covenants, not dependent covenants, and the obligation of any Owner to keep and perform all of the covenants and obligations assumed by or imposed upon it hereunder is not conditioned upon the performance by any other Owner of all or any of the covenants and obligations to be kept and performed by it.

6.3 Several Obligations. The obligations and liabilities of the Owners are intended to be several and not joint or collective, and nothing herein contained shall be construed to create an association, joint venture, trust or partnership. Each Owner shall be individually responsible for the performance of its own obligations herein provided. No Owner shall have a right or power to bind any other Owner without its express written consent, except as expressly provided in this Ownership Agreement or the applicable Operating Agreement.

6.4 Liability. All risk, loss and damage arising out of the ownership, construction, operation, maintenance or decommissioning of any portion of Wolf Creek Station (including fuel) will be borne by the Owners thereof in proportion to the percentage ownership interest therein, portions of which may be insured at costs to be shared proportionately by them. If insured, the Owners thereof shall be named insureds as their respective interests may appear, with subrogation rights waived. If any Owner, by reason of joint liability, shall be called upon to make any payment or incur any obligation in excess of its proportionate Ownership Share therein, the other Owners thereof shall indemnify and reimburse such Owner proportionately to the extent of any such excess.

6.5 IRS Election. By the date fuel loading of Unit 1 has commenced, the Owners shall have elected to be excluded from the application of Subchapter "K" of Chapter 1 of Subtitle "A" of the Internal Revenue Code of 1954, or such portion or portions thereof as may be permitted or authorized by the Secretary of the Treasury or his delegate insofar as such subchapter or any portion or portions thereof may be applicable to the Owners under this Agreement, or any similar provisions of the Internal Revenue Code in effect from time to time as may be appropriate to exempt the Owners from the filing of a partnership return with respect to Wolf Creek Station.

ARTICLE VII

Arbitration

7.1 Controversies. Any controversy between or among Owners of Wolf Creek Station or any portion thereof arising out of or relating to this Ownership Agreement, or any breach hereof or default hereunder, shall be submitted to arbitration upon the request of any such Owner in the manner provided herein.

7.2 Notice to Arbitrate. The Owner submitting a request for arbitration shall serve a Notice to Arbitrate upon the other Owner or Owners directly involved setting forth in detail the matter or matters to be arbitrated, including a statement of the facts or circumstances giving rise to such controversy and such Owner's contention with respect to the correct determination thereof.

7.3 Selection of Arbitrator. If the Owners directly involved in such controversy are unable to agree upon and appoint, within 15 days of the date of service of the Notice to Arbitrate, one person to act as sole arbitrator, such Owners, or any one of them, shall within 10 days thereafter request the Chief Judge of the United States Court of Appeals for the Tenth Circuit (or such successor thereto as might have Federal appellate jurisdiction of matters arising in Coffey County, Kansas) to appoint such arbitrator. If the Chief Judge does not appoint an arbitrator within 15 days of the date such request is made of him, such Owners, or any one of them, shall, within the next 10 days thereafter, request the American Arbitration Association (or comparable organization) to appoint the arbitrator pursuant to its then existing rules.

7.4 Scope of Arbitration. Any arbitrator serving hereunder shall give full force and effect to all provisions of this Ownership Agreement and any Operating Agreement applicable to Site, the Common Facilities or a Unit as may be involved, shall hear evidence submitted by the respective Owners, and may call for additional information, which additional information shall be furnished by the Owner having such information.

7.5 Findings and Award. The findings and award of the arbitrator shall be binding and conclusive with respect to the matter or matters submitted to arbitration, except as the same may be set aside, modified or corrected by any court in accordance with Kansas law.

7.6 Costs. The fees and expenses of the arbitrator shall be borne equally by the Owners directly involved in such arbitration, unless the decision of the arbitrator shall specify some other apportionment of such fees

and expenses. All other expenses and costs of the arbitration shall be borne by the Owner incurring the same.

ARTICLE VIII

General Provisions

8.1 Implementing and Confirmatory Instruments. Each Owner shall execute, or cause to be executed, such instruments as may from time to time reasonably be requested by any other Owner to implement the provisions of the Ownership Agreement, including, without limitation, instruments of conveyance, transfer, and mortgage release to confirm the effective Ownership Shares in the facilities and property which then constitute Wolf Creek Station or any portion thereof. It is expressly understood that changes in ownership interests pursuant to Section 4.4 will be confirmed as provided herein without undue delay and the obligation of a defaulting Owner to execute confirmatory instruments may be enforced by specific performance in an appropriate legal or equitable forum.

8.2 Waivers. No waiver by an Owner of its rights with respect to a default under this Ownership Agreement shall be effective unless all non-defaulting Owners waive their respective rights. Any such waiver shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay short of the statutory period of limitations in asserting or imposing any right hereunder shall be deemed a waiver of such right.

8.3 Notices. Any notice, demand, request or consent provided for in this Ownership Agreement or made in connection herewith shall be deemed properly served if given in writing and delivered in person, or sent by Registered or Certified Mail, postage prepaid, addressed to, the President of the Owner at its then principal office.

8.4 Severability. In the event any provision hereof or the application thereof to any person or circumstance shall be held invalid in any final decision by a court having jurisdiction in the premises, the remainder of this Ownership Agreement and its application to persons or circumstances other than those as to which it was held invalid shall not be affected thereby.

8.5 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Kansas, including without limitation the provisions of K.S.A. 16-116 and any amendments thereto.

ARTICLE IX

Term - Termination

9.1 Effective Date and Term. This Ownership Agreement shall become effective upon execution hereof by KG&E, KCPL and KEPCo and shall continue in full force and effect thereafter until terminated as provided in Sections 9.2 and 9.3.

9.2 Termination. Except as provided in Section 9.3, this Ownership Agreement shall terminate and be of no further force and effect from and after the date

- (i) the Owners of Wolf Creek Station shall file of record in the office of the Recorder of Deeds for Coffey County, Kansas, (or such other office as may then serve such function) a duly executed Termination Agreement terminating this Ownership Agreement and discharging the rights, titles and interests of such Owners in and to Wolf Creek Station from the benefits and burdens of the covenants and obligations herein; provided that Wolf Creek Station shall have been released from the liens of all encumbrances contemplated by Section 5.2 hereof and such releases shall have been duly filed of record prior to recording of such Termination Agreement; or
- (ii) an Owner shall acquire by transfer hereunder or by operation of law all Ownership Shares in Wolf Creek Station and, as a result of the merger of such undivided percentage interests therein, becomes the sole beneficial Owner of all rights, titles and interests therein; or
- (iii) there has been an abandonment of the use of Wolf Creek Station for the generation and transmission of electricity as evidenced by an Affidavit of Abandonment duly executed by an Owner of any portion thereof, filed of record as provided in Part (i) above, and thereafter published in a newspaper of general circulation in Coffey County, Kansas, with written notice thereof delivered to the other Owners within ten (10) days after the recording of such Affidavit, unless another Owner of any portion thereof denies such abandonment by an Affidavit of Non-abandonment similarly filed of record within sixty (60) days after publication of such Affidavit of Abandonment;

whichever date is earlier.

9.3 Disposition Upon Abandonment. In the event this Ownership Agreement is terminated by Affidavit of Abandonment as provided in Section 9.2(iii), the Owner executing the Affidavit of Abandonment shall have the right to dispose of all the facilities and property then included in Wolf Creek Station (provided such facilities and property to be disposed of are not then subject to the lien of any encumbrance, or such disposition is otherwise made in accordance with the terms of any related security agreement, contemplated in Section 5.2 hereof), shall pay, or make provision for the payment of, all decommissioning costs and expenses as may then be required by law and thereafter shall dispose thereof as promptly as practicable and distribute the net proceeds thereof, if any, to the Owners, or to lienholders for the account of the Owners, in accordance with their respective Ownership Shares therein; provided, however, that if any determinable portion of such proceeds is received from facilities or property the cost of which was borne by the Owners disproportionately to their Ownership Shares therein, the distribution of such proceeds shall be adjusted accordingly; and provided further, that termination of this Ownership Agreement shall not discharge any Owner of

any obligation it then owes to any other Owner as a result of any transaction occurring prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Ownership Agreement to be executed by their duly authorized officers the day and year first above written.

KANSAS GAS AND ELECTRIC COMPANY

By W. Bank Osburn
President

ATTEST:

W. M. Allen
Secretary

KANSAS CITY POWER & LIGHT COMPANY

By Arthur Doyle
Chairman of the Board and President

ATTEST:

J. R. [Signature]
Secretary

KANSAS ELECTRIC POWER COOPERATIVE, INC.

By Charles D. Ellis
President

ATTEST:

Chas. A. [Signature]
Secretary

State of Kansas, Coffey County, ss

This instrument was filed for record on
the 22nd day of November, A. D., 19 1917
at 5:00 o'clock P. M. and duly recorded
in Book 111 of 111 at page 111

W. B. [Signature]
REGISTRAR OF DEEDS
By Arthur Doyle Deputy

1917 \$ 10.00
1918 \$ 10.00
1919 \$ 10.00

STATE OF KANSAS)
COUNTY OF COFFEY) ss

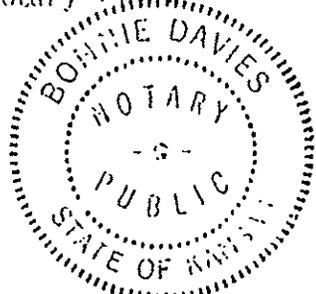
On this 28 day of Dec., 1981, before me, a Notary Public in and for said County in the State aforesaid, personally appeared WILSON K. CADHAN, to me personally known, who, being by me duly sworn, did say that he is the President of KANSAS GAS AND ELECTRIC COMPANY, a Kansas corporation, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said WILSON K. CADHAN acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Bonnie Davies
Notary Public

My commission expires:-

9-4-84



STATE OF KANSAS)
COUNTY OF COFFEY) ss

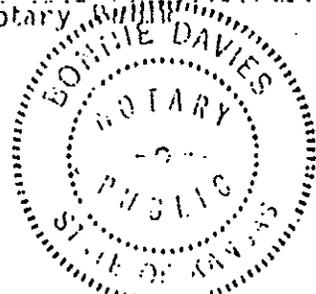
On this 28 day of Dec., 1981, before me, a Notary Public in and for said County in the State aforesaid, personally appeared ARTHUR J. DOYLE, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Board and President of KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said ARTHUR J. DOYLE acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Bonnie Davies
Notary Public

My commission expires:-

9-4-84



STATE OF KANSAS }
COUNTY OF SEDGWICK } ss

On this 23rd day of December, 1981, before me, a Notary Public in and for said County in the State aforesaid, personally appeared CHARLES ELLIS to me personally known, who, being by me duly sworn, did say that he is the President of KANSAS ELECTRIC POWER COOPERATIVE, INC., a Kansas corporation, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said CHARLES ELLIS acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Karen E. Martin
Notary Public

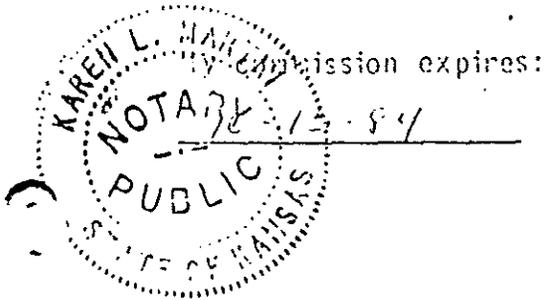


EXHIBIT A

TRACT A

Description of Wolf Creek Generating Station Perimeter Boundary Located in Coffey County, Kansas

Beginning at the W 1/4 Cor Sec 24-T20S-R15E, thence East to the NE Cor W 1/2 W 1/2 SE 1/4 of said Sec 24, thence South to the SE Cor W 1/2 NW 1/4 NE 1/4 Sec 25-T20S-R15E, thence West to the West line of NE 1/4 of said Sec 25, thence South to the S 1/4 Cor said Sec 25, thence West to a point 797.8 feet East of the NW Cor NW 1/4 Sec 36-T20S-R15E, thence South 520 feet, thence Southeasterly to a point 1020 feet West of the SE Cor N 1/2 NW 1/4 of said Sec 36, thence South 200 Feet, thence West 621.85 feet, thence South 1198.97 feet, thence Southeasterly 350.7 feet to a point 180 feet South of the NE Cor W 1/2 SW 1/4 of said Section 36, thence South to the NE Cor SW 1/4 SW 1/4 of said Sec 36, thence East to the East line of W 1/2 of said Sec 36, thence South to the S 1/4 Cor of said Sec 36, thence East to the SW Cor E 1/2 SE 1/4 SE 1/4 of said Sec 36, thence North to the NW Cor E 1/2 SE 1/4 SE 1/4 of said Sec 36, thence East to the NE Cor W 1/2 SW 1/4 SW 1/4 Sec 31-T20S-R16E, thence South to the SE Cor of said W 1/2 SW 1/4 SW 1/4, thence East to the NE Cor Sec 6-T21S-R16E, thence South to the NW Cor S 1/2 N 1/2 Sec 5-T21S-R16E thence East to the NE Cor SW 1/4 NW 1/4 Sec 4-T21S-R16E, thence South to the SE Cor SW 1/4 SW 1/4 of said Sec 4, thence West to the NE Cor Sec 8-T21S-R16E, thence South to the SE Cor of said Sec 8, thence West 1704.96 feet, thence South to the North line S 1/2 NE 1/4 Sec 17-T21S-R16E, thence East to the NE Cor S 1/2 NW 1/4 Sec 16-T21S-R16E, thence South to the S 1/4 Cor Sec 21-T21S-R16E, thence West to a point 450 feet West of SE Cor Sec 20-T21S-R16E, thence South to a point 450 feet West of the E 1/4 Cor Sec 29-T21S-R16E, thence West to the center of said Sec 29, thence South to the SE Cor N 1/2 SW 1/4 of said Sec 29, thence West to the SW Cor of said N 1/2 SW 1/4, thence North to the SE Cor of the North 70 acres of the SE 1/4 Sec 30-T21S-R16E, thence West to the SW Cor of the North 70 acres of said SE 1/4, thence North to the center of said Sec 30, thence West to the W 1/4 Cor of said Sec 30, thence North to the NW Cor of said Sec 30, thence West to the SW Cor E 1/2 E 1/2 SE 1/4 of Sec 24-T21S-R15E, thence North to the NW Cor of said E 1/2 E 1/2 SE 1/4, thence East to the SE Cor NE 1/4 of said Sec 24, thence North to the SE Cor NE 1/4 SE 1/4 Sec 13-T21S-R15E, thence West to the SW Cor of said NE 1/4 SE 1/4, thence North to the NW Cor of said NE 1/4 SE 1/4, thence West to the center of said Sec 13, thence North to the N 1/4 Cor said Sec 13, thence West to the SW Cor SE 1/4 SW 1/4 of Sec 12-T21S-R15E, thence North to the NW Cor of said SE 1/4 SW 1/4, thence West to the SW Cor NW 1/4 SW 1/4 of said Sec 12, thence North to the NW Cor of said Sec 12, thence West to the SW Cor E 1/2 SE 1/4 Sec 2-T21S-R15E, thence North 1700 feet, thence West 670 feet, thence North to the North line S 1/2 NE 1/4 of said Sec 2, thence West to the NW Cor S 1/2 NE 1/4 of said Sec 2, thence North to a point 1050 feet South of the North line of said Sec 2, thence West 600 feet, thence North to a point 720 feet West of NE Cor SE 1/4 Sec 34-T20S-R15E, thence East to

the center of Sec 35-T20S-R15E, thence North to the center of Sec 26-T20S-R15E, thence East to the SE Cor W 1/2 SE 1/4 NE 1/4 of said Sec 26, thence North to the NE Cor of said W 1/2 SE 1/4 NE 1/4, thence East to the East line of said Sec 26, thence North to the W 1/4 Cor Sec 24-T20S-R15E being the point of beginning, except Stringtown Cemetery and except a tract in the NE 1/4 NE 1/4 Sec 1-T21S-R15E described as beginning at a point 1060.0 feet South of NE Cor said NE 1/4, thence West 446.9 feet, thence South 730.0 feet, thence East 446.0 feet, thence North 726.2 feet to point of beginning.

With respect to the following properties, which are contained within the above perimeter description, said properties are held by way of an easement acquired by way of condemnation and are subject to certain rights of reversion:

The South 1/2 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 20 South, Range 15 East.

A tract in Section 1, Township 21 South, Range 15 East described as commencing at a point situated in the center of Wolf Creek about 41 rods West of the Southeast corner of said Section 1 thence West on said section line to another point in the center of said Wolf Creek, thence down the center of said creek to the place of beginning.

The East 1/2 of the Northwest 1/4, the East 1/2 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 15 East, except that part of the North 1/2 of the Northeast 1/4 of Section 12 lying North of Wolf Creek.

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 21 South, Range 16 East.

The West 1/2 of the Northwest 1/4 of Section 29 and the Southeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 30, all in Township 21 South, Range 16 East.

The North 1/2 of the Southeast 1/4 and the South 1/2 of the Southwest 1/4 of Section 19, Township 21 South, Range 16 East, except tract 16 rods X 20 rods for school located in Southeast corner thereof.

SE 1/4 of Section 17, Township 21 South, Range 16 East.

NE 1/4 and the N 1/2 of the SE 1/4 of Section 20, Township 21 South, Range 16 East.

TRACT B

Legal description of railroad rights-of-way

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COFFEY COUNTY, KANSAS:

The East 1/2 of the Northwest 1/4 of Section 9, Township 21 South, Range 16 East.

Said easement to be a strip one hundred twenty (120) feet in width being sixty (60) feet right and left of the following described center line: Beginning at a point on the West line of said East 1/2 of the Northwest 1/4 which point is 200 feet North of the Southwest corner of said East 1/2 of the Northwest 1/4 thence Southeasterly to a point on the South line of said East 1/2 of the Northwest 1/4 which point is 112 feet East of the Southwest corner of said East 1/2 of the Northwest 1/4.

The Southwest 1/4 of Section 9, Township 21 South, Range 16 East.

Said easement to be a strip one hundred fifty (150) feet in width being 75 feet right and left of the following described center line: Beginning at a point on the North line of said Southwest 1/4 which point is 1203 feet West of the Northeast corner of said Southwest 1/4 thence Southeasterly to a point on the East line of said Southwest 1/4 which point is 492 feet North of the Southeast corner of said Southwest 1/4.

Beginning at the Southwest corner of the South 1/2 of the Southeast 1/4 of Section 9, Township 21 South, Range 16 East, thence North along the West line of said South 1/2 of the Southeast 1/4 a distance of 630 feet, thence Southeasterly to a point on the South line of said South 1/2 of the Southeast 1/4 which point is 360 feet East of point of beginning, thence West to point of beginning, containing 2.6 acres, more or less.

The West 1/2 of the Northeast 1/4 of Section 16, Township 21 South, Range 16 East.

Said easement to be a strip one hundred eighty (180) feet in width being ninety (90) feet right and left of the following described center line: Beginning at a point on the North line of said West 1/2 of the Northeast 1/4 which point is 275 feet East of the Northwest corner of said West 1/2 of the Northeast 1/4 thence Southeasterly to a point on the East line of said West 1/2 of the Northeast 1/4 which point is 1859 feet South of the Northeast corner of said West 1/2 of the Northeast 1/4.

The Southeast 1/4 of the Northeast 1/4 of Section 16, Township 21 South, Range 16 East, Coffey County, Kansas.

The easement to consist of a strip described as follows:

A strip one hundred (100) feet in width across the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 21 South, Range 16 East, being fifty (50) feet right and left of a line between a point on the West line of said Southeast 1/4 of the Northeast 1/4 which point is 532 feet South of the Northwest corner of said Southeast 1/4 of the Northeast 1/4 and a point on the South line of said Southeast 1/4 of the Northeast 1/4 which point is 447 feet East of the Southwest corner of said Southeast 1/4 of the Northeast 1/4, containing 1.75 acres, more or less.

The Northeast 1/4 of the Southeast 1/4 of Section 16, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the North line of said Northeast 1/4 of the Southeast 1/4 which point is 447 feet East of the Northwest corner of said Northeast 1/4 of the Southeast 1/4 thence Southeasterly to a point on the South line of said Northeast 1/4 of the Southeast 1/4 which point is 125 feet West of the Southeast corner of said Northeast 1/4 of the Southeast 1/4.

The Southeast 1/4 of the Southeast 1/4 of Section 16, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the North line of said Southeast 1/4 of the Southeast 1/4 which point is 125 feet West of the Northeast corner of said Southeast 1/4 of the Southeast 1/4 thence Southeasterly to a point on the East line of said Southeast 1/4 of the Southeast 1/4 which point is 222 feet South of the Northeast corner of said Southeast 1/4 of the Southeast 1/4.

The South 1/2 of the Southwest 1/4 of Section 15, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the West line of said South 1/2 of the Southwest 1/4 which point is 222 feet South of the Northwest corner of said South 1/2 of the Southwest 1/4 thence Southeasterly to a point on the South line of said South 1/2 of the Southwest 1/4 which point is 623 feet East of the Southwest corner of said South 1/2 of the Southwest 1/4.

A strip one hundred (100) feet in width across the Northwest 1/4 of Section 22, Township 21 South, Range 16 East being fifty (50) feet right and left of a line between a point on the North line of said Northwest which point is 623 feet East of the Northwest corner of said Northwest 1/4 and a point on the South line of said Northwest 1/4 which point is 535 feet West of the Southeast corner of said Northwest 1/4. Also a temporary easement fifteen (15) feet in width adjacent to each side of the above described easement. Said temporary easement to expire upon completion of construction.

A strip one hundred forty (140) feet in width across the Northeast 1/4 of the Southwest 1/4 and the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 16 East being seventy (70) feet right and left of a line between a point on the North line of said Northeast 1/4 of the Southwest which point is 535 feet West of the Northeast corner of said Northeast 1/4 of the Southwest 1/4 and a point on the South line of said South 1/2 of the Northwest 1/4 of the Southeast 1/4 which point is 212 feet East of the Southwest corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4.

The Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 21, Range 16 East of the 6th Principal Meridian.

The Northeast 1/4 of Section 27, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the North line of said Northeast 1/4 which point is 958 feet East of the Northwest corner of said Northeast 1/4 thence Southeasterly to a point on the South line of said Northeast 1/4 which point is 200 feet West of the Southeast corner of said Northeast 1/4.

The Northeast 1/4 of the Southeast 1/4 of Section 27, Township 21 South, Range 16 East.

Said easement to be described as follows: Beginning at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 thence South 460 feet, thence Northwesterly to a point on the North line of said Northeast 1/4 of the Southeast 1/4 which point is 265 feet West of the point of beginning, thence East 265 feet to point of beginning. Easement to contain 1.39 acres more or less.

Also a temporary construction easement for road on a strip 90 feet in width lying adjacent to the Westerly side of the above described easement and extending both Northwesterly and Southeasterly to the property lines.

The North 1/2 of the Southwest 1/4 of Section 26, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the West line of said North 1/2 of the Southwest 1/4 which point is 356 feet South of the Northwest corner of said North 1/2 of the Southwest 1/4 thence Southeasterly to a point on the South line of said North 1/2 of the Southwest 1/4 which point is 545 feet East of the Southwest corner of said North 1/2 of the Southwest 1/4.

The South 1/2 of the Southwest 1/4 of Section 26, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the North line of said South 1/2 of the Southwest 1/4 which point is 545 feet East of the Northwest corner of said South 1/2 of the Southwest 1/4 thence Southeasterly to a point on the South line of said South 1/2 of the Southwest 1/4 which point is 1300 feet East of the Southwest corner of said South 1/2 of the Southwest 1/4.

A strip one hundred (100) feet in width across the North 1/2 of the Northwest 1/4 of Section 35, Township 21 South, Range 16 East being fifty (50) feet right and left of a line between a point on the North line of said North 1/2 of the Northwest 1/4 which point is 1300 feet East of the Northwest corner of said North 1/2 of the Northwest 1/4 and a point on the South line of said North 1/2 of the Northwest 1/4 which point is 564 feet West of the Southeast corner of said North 1/2 of the Northwest 1/4. Also a temporary easement fifteen (15) feet in width adjacent to each side of the above described easement. Said temporary easement to expire upon completion of construction.

The South 1/2 of the Northwest 1/4 of Section 35, Township 21 South, Range 16 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the North line of said South 1/2 of the Northwest 1/4 which point is 564 feet West of the Northeast corner of said South 1/2 of the Northwest 1/4 thence with a bearing of South 31 degrees 52'21" East a distance of 543.71 feet to a point of curvature thence Southeasterly 462.45 feet along a curve to the left with a radius of 1910.08 feet and a central angle of 13 degrees 52'18.5" to a point on the East line of said South 1/2 of the Northwest 1/4 which point is 475 feet North of the Southeast corner of said South 1/2 of the Northwest 1/4.

The West 1/2 of the Northeast 1/4 of Section 35, Township 21 South, Range 16 East. Said easement to be described as follows: A strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the West line of said West 1/2 of the Northeast 1/4 which point is 475 feet North of the Southwest corner of said West 1/2 of the Northeast 1/4 thence Southeasterly along a curve to the left with a radius of 1910.08 feet and a degree of curvature of 3 degrees to a point on the South line of said East 1/2 of the Northeast 1/4 which point is located 790 feet East of the Southwest corner thereof. Said easement to contain approximately 2.07 acres more or less.

The Southeast 1/4 of Section 35, Township 21 South, Range 16 East.

Said easement to be: The North one hundred and thirty-five (135) feet of the East twenty-one hundred (2100) feet of the above described property.

The Southwest 1/4 of Section 36, Township 21 South, Range 16 East.

Said easement to be: The North one hundred and sixty-five (165) feet of the above described property.

The West 1/2 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 21 South, Range 16 East.

Said easement to be a strip one hundred-sixty (160) feet in width being eighty (80) feet right and left of the following described center line: Beginning at a point on the East line of said Northwest 1/4 of the Southeast 1/4, which point is seventy-three (73) feet South of the Northeast corner thereof, thence in a Westerly direction to a point which is six hundred seventy (670) feet West and seventy-four (74) feet South of the Northeast corner thereof. Also a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point which is six hundred seventy (670) feet West and seventy four (74) feet South of the Northeast corner of said Northwest 1/4 of the Southeast 1/4, thence in a Westerly direction to a point on the West line of said Northwest 1/4 of the Southeast 1/4, which point is seventy-five (75) feet South of the Northwest corner thereof. Also a temporary easement being thirty (30) feet in width lying North and adjacent to all that portion of the permanent easement which is one hundred feet in width and a temporary easement being thirty (30) feet in width lying South and adjacent to all that portion of the permanent easement which is one hundred feet in width. Said temporary easement to expire upon completion of construction.

The Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Northeast 1/4 of Section 26, Township 21 South, Range 16 East.

Said easement to be the following described tract: Beginning at the Northwest corner of said Northeast 1/4 of the Southeast 1/4 thence South along the West line of said Northeast 1/4 of the Southeast 1/4 a distance of 148.09 feet thence East to a point on the East line of said Northeast 1/4 of the Southeast 1/4 which point is 120.975 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4 thence North along the East line of said Northeast 1/4 of the Southeast 1/4 a distance of 100 feet thence West to the Northwest corner of said Northeast 1/4 of the Southeast 1/4 being the point of beginning also a temporary construction easement lying 15 feet North and 15 feet South and adjacent to the above tract describing the permanent easement.

The North fifty-two (52) acres of the Southwest 1/4 of Section 31, Township 21 South, Range 17 East.

Said easement to be: The North one hundred and twenty-one (121) feet of the above described property.

The South 120 feet of the East 360 feet of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 21 South, Range 17 East, Coffey County, Kansas.

The North 1/2 of the Southeast 1/4 of Section 31, Township 21 South, Range 17 East.

Said easement to be: The North one hundred and thirty-one (131) feet of the above described property.

The West 1/2 of the Southwest 1/4 of Section 32, Township 21 South, Range 17 East.

Said easement to be: The North one hundred and seventy-five (175) feet of the above described property.

The East 1/2 of the Southwest 1/4 of Section 32, Township 21 South, Range 17 East.

Said easement to be a strip one hundred twenty (120) feet in width being sixty (60) feet right and left of the following described center line: Beginning at a point on the West line of said East 1/2 of the Southwest 1/4 which point is 105 feet South of the Northwest corner of said East 1/2 of the

Southwest 1/4 thence easterly to a point on the East line of said East 1/2 of the Southwest 1/4 which point is 165 feet South of the Northeast corner of said East 1/2 of the Southwest 1/4.

A strip one hundred forty (140) feet in width across the Southeast 1/4 of Section 32, Township 21 South, Range 17 East, being seventy (70) feet right and left of a line described as follows: Beginning at a point on the West line of said Southeast 1/4 which point is 165 feet South of the Northwest corner of said Southeast 1/4, thence with a bearing of South 89 degrees 13'50" East a distance of 2496.61 feet to a point of curvature, thence Southeasterly 162.17 feet along a curve to the right with a radius of 1910.08 feet and a central angle of 4 degrees 51'52" to a point on the East line of said Southeast 1/4 which point is 292 feet South of the Northeast corner of said Southeast 1/4.

The Southwest 1/4 of Section 33, Township 21 South, Range 17 East.

Said easement to be a strip one hundred (100) feet in width being fifty (50) feet right and left of the following described center line: Beginning at a point on the East line of said Southwest 1/4 which point is 1272 feet South of the Northeast corner of said Southwest 1/4 thence with a bearing of North 70 degrees 06'12" West a distance of 2332.07 feet to a point of curvature thence Northwesterly 475.47 feet along a curve to the left with a radius of 1910.08 feet and a central angle of 14 degrees 15'45.5" to a point on the West line of said Southwest 1/4 which point is 292 feet South of the Northwest corner of said Southwest 1/4 of Section 33.

The Southeast 1/4 of Section 33, Township 21 South, Range 17 East.

Said easement to be a strip one hundred twenty (120) feet in width being sixty (60) feet right and left of the following described center line: Beginning at a point on the West line of said Southeast 1/4 which point is 1272 feet South of the Northwest corner of said Southeast 1/4 thence Southeasterly to a point on the East line of said Southeast 1/4 which point is 333 feet North of the Southeast corner of said Southeast 1/4 of Section 33.

The Southwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 34, Township 21 South, Range 17 East.

Said easement to be a strip one hundred and sixty (160) feet in width being eighty (80) feet right and left of the following described center line: Beginning at a point on the West line of said Southwest 1/4 which point is 333 feet North of the Southwest corner of said Southwest 1/4 thence with a bearing of South 70 degrees 06'12" East a distance of 111.35 feet to a point of curvature, thence 1118.67 feet Southeasterly along a curve to the left with a radius of 1910.08 feet and a central angle of 33 degrees 33'22.7" to a point of tangency, thence with a bearing of North 76 degrees 20'25.3" East a distance

of 553.21 feet along the tangent line to a second point of curvature, thence 203.68 feet Northeasterly along a curve to the left with a radius of 1910.03 feet and a central angle of 6 degrees 6'34.8" to a point of tangency, thence with a bearing of North 70 degrees 13'50.5" East a distance of 309.61 feet along the tangent line to the center of a spur to be built 15 feet North of the existing Missouri Pacific Railroad which corresponds to state plane coordinates North 561,211.01± and East 2,854,222.78± also a temporary construction easement lying fifty (50) feet North of and adjacent to the North right-of-way line of the Missouri Pacific Railroad between the last above described point and the East line of said West 1/2 of the Southeast 1/4 of Section 34.

Beginning at a point located 2224.1 feet East and 486.9 feet North of the Southwest corner of Section 34, Township 21 South, Range 17 East thence North 72 degrees 2'48" East along and parallel to the North Right-of-Way line of the Missouri Pacific Railroad to a point a distance of 1357.54 feet, thence North 17 degrees 57'12" West to a point a distance of 24 feet, thence South 72 degrees 2'48" West to a point a distance of 1357.54 feet, thence South 17 degrees 57'12" East a distance of 24 feet to the point of beginning, said tract to contain .748 acres, more or less.

TRACT C.

Legal description of other lands or land rights to be held as jointly owned "Property" for operation of Wolf Creek Station.

Properties Owned in Fee:

Township 20 South, Range 15 East

The East 1/2 of the Southeast 1/4 of Section 22.

The East 1/2 of Section 23.

The South 1/2 of the North 1/2 and the East 1/2 of the Southeast 1/4 and the East 1/2 of the West 1/2 of the Southeast 1/4, all in Section 24.

The East 1/2 of the Northeast 1/4 and the East 1/2 of the West 1/2 of the Northeast 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4, all in Section 25.

The West 1/2 of the East 1/2 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northeast 1/4, all in Section 26.

The East 1/2 of the Southeast 1/4 of Section 34 except the East 720 feet thereof.

The Northwest 1/4 of the Northeast 1/4 ~~and the Northeast 1/4 of the Southwest 1/4~~ and the Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Southeast 1/4, all in Section 36.

Township 20 South, Range 16 East

The West 1/2 of Section 31 except the West 1/2 of the Southwest 1/4 of the Southwest 1/4.

Township 21 South, Range 15 East

The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13.

The Northeast 1/4 of Section 14 except the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4, and except the West 100 feet of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4; also that part of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 14 lying East of U.S. 75 Highway; also a tract beginning at the intersection of the East right-of-way line of U.S. 75 Highway and the North line of the South 1/2 of the Northwest 1/4 of said Section 14 thence East to the East line of said Quarter Section thence South Eighty (80) rods, thence West One Hundred Sixty (160) rods, thence

North Thirty-seven (37) rods, and Twelve and one-half (12-1/2) feet, thence East to the East right-of-way line of U.S. 75 Highway, thence Northerly along said right-of-way line to point of beginning; also a tract commencing at the Northwest corner of the Southwest Quarter of Section 14, thence East One Hundred Sixty (160) rods, thence South Fifty-Seven (57) rods, thence West to Neosho River, thence up said River to a point Ten (10) rods, South of Beginning, thence North to beginning, EXCEPT land deeded for Highway purposes, all in Section 14, Township 21 South, Range 15 East of the 6th Principal Meridian, AND EXCEPT, the following described tract, to-wit: Beginning at the Southwest corner of the Northwest Quarter of Section 14, Township 21 South, Range 15 East, thence North 37 rods and 12-1/2 feet, thence East to the West right-of-way line of U.S. Highway 75, thence Southerly along the Westerly right-of-way line of said Highway to the Neosho River, thence up said River to a point 10 rods South of beginning, thence North to beginning, containing 10 acres, more or less, the last said tract being conveyed by deed dated August 8, 1975 to John A. Decker and Delores Decker, husband and wife.

Township 21 South, Range 16 East

The North 1/2 of the Northwest 1/4 of Section 5.

The West 1/2 of the Northwest 1/4 of Section 9.

~~That part of the East 450 feet of the Northeast 1/4 of Section 29 lying West of FAS 10 Highway except land deeded to Logan Cemetery District Association described as: Commencing at the Southeast corner of Northeast quarter of the said Section 29, which is on the center line of the road (new location FAS-10), Coordinates of which referred to the Kansas State Plane Coordinate System, South Zone are N 567,613.52, E 2, 814,601.93, thence N1°-47'-02"W 352.45 feet along the center line of the road, thence S88°-12'-58"W, 125.00 feet which is at right angle to the center line of the road, to the actual point of beginning, thence West, 314.46 feet, thence North, 495.00 feet, thence East, 210.00 feet to the point which is 125.00 feet Westerly from the center line of the road, thence S22°-56'03"E, 117.19 feet to the PC (point of curvature) of the curve with the following data, $\Delta = 21^{\circ}-09'-00"$, $R = 693.51$, $T = 129.48$, $L = 256.00$ curve right, thence 256.00 feet along the curve to the PT (point of tangency), thence S 12°-47'-02"E; 138.49 feet, to the point of beginning, containing 3.23 acres.~~

The East 1/2 of the Northwest 1/4 of Section 34, less a tract beginning at the Northwest corner of said E 1/2 NW 1/4, thence South to Long Creek, thence up Long Creek at low-water mark in a Northeasterly direction to the Section line, thence due West to the place of beginning.

Township 21 South, Range 17 East

~~That part of the North 52 Acres of the Southwest 1/4 of Section 31 lying East of the center of Crooked Creek, subject to railroad right-of-way, and containing 4 Acres, more or less.~~

Easements:

Flowage easement held by Kansas Gas and Electric Company on the Northwest diagonal 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 21 South, Range 16 East.

Flowage easement held by Kansas Gas and Electric Company on the East 1/2 of the Northwest 1/4 of Section 9, Township 21, Range 16 East.

A tract of land in the Northwest 1/4 of Section 10, Township 21 South, Range 15 East, Coffey County, Kansas, said tract more particularly described as commencing at a point on the East line of said Northwest 1/4, said point being 614.17 feet South of the Northeast corner thereof; thence West 1,799.57 feet to a point, said point being the point of beginning; thence South 65 degrees 46'03" West, 70.00 feet; thence North 24 degrees 13'56" West, 473.25 feet; thence North 65 degrees 37'57" East, 70.00 feet; thence South 24 degrees 13'58" East, 473.41 feet, more or less, to the point of beginning. Containing 0.76 acre, more or less.

A strip, piece, or parcel of land 1,947.80 feet in length, and 25.00 feet in width, lying in the Northwest 1/4 of Section 10, Township 21 South, Range 15 East, Coffey County, Kansas, the centerline described as beginning at a point on the east line of said Northwest 1/4, said point being 103.27 feet South of the Northeast corner thereof; thence South 88 degrees 35'38" West, 219.82 feet; thence South 44 degrees 58'48" West, 947.64 feet; thence South 83 degrees 58'52" West, 780.34 feet, to the point of termination. Containing 1.88 acres, more or less.

Beginning at a point on the West line of the North 1/2 of the Northeast 1/4 of Section 10, Township 21 South, Range 15 East which point is 25 feet South of the Northwest corner of said Northeast 1/4, thence East along the South right-of-way line of the public road to the East line of said Northeast 1/4, thence South 113 feet, thence West to a point on the West line of said Northeast 1/4 which point is 135 feet South of point of beginning, thence North to point of beginning.

The South sixty (60) feet of the North one hundred ten (110) feet of the Northwest 1/4 of Section 11, Township 21 South, Range 15 East, being the North sixty (60) feet of Lot 1 and Lots 23 through 31 inclusive as shown on the recorded plat of said property.

The South 135 feet of the North 160 feet of the West 1950 feet of the North 1/2 of the Northeast 1/4 of Section 11, Township 21 South, Range 15 East. together with the rights of ingress and egress to and from the same.

A flowage easement on the North 52 acres of the Southwest 1/4 of Section 31, Township 21 South, Range 17 East, lying West of Crooked Creek, Coffey County, Kansas.