

CLOSING AGREEMENT ON FINAL DETERMIATION

COVERING SPECIFIC MATTERS

This agreement is in resolution of issues raised in an examination of KCP&L-GMO related to the City of Lee's Summit - Electric Franchise fee's imposed by Section 28-09 of the City's Code of Ordinances, requiring the electric company to pay a license tax equal to 7% of the gross receipts derived from sale of electrical energy within the city limits.

The City, KCPL-GMO and an outside consulting firm TriStem, Ltd have completed a comprehensive review of the tax franchise fee billing and payments for the period of October, 2010 thru October, 2015. This review included the review of Vacant Land, New Customers (account turn on and turn offs), and validation of customers set up within the city limits.

The result of this review identified an additional Franchise Fee Tax liability from KCPL-GMO to the city of Lee's Summit, Mo in the amount of \$30,310.72.

This agreement will document the payment of the above amount. Additionally, this agreement will close the audit period of October 2010 thru 2015 from any future review by the city of Lee's Summit related to the Franchisee fee imposed by Section 28-09 of the city Code of Ordinances.

This agreement may not be cited or relied upon by any person or entity whatsoever as a precedence in the disposition of any other case.

This agreement is final and conclusive, except that:

- a. The matter it relates to may be reopened in the event of fraud, malfeasances or misrepresentation of material facts.
- b. It is subject to sections of the Code that express provide that the effect be given to heir provisions notwithstanding any other law or rule of law; and
- c. If it relates to a tax period ending after the effective date of this agreement, it is subject to any law enacted after the Agreement date that applies to that tax period.

With the signing of this agreement KCPL-GMO shall make a payment in the amount of \$30,310.72, to TriStem, LTD on behalf of the City of Lee's Summit, MO. The resolution amount is not refundable or subject to any offset under any circumstance.

By signing this agreement, the above parties certify that they have read and agree to the terms of this agreement.

By signing, I certify that I have the authority to execute this Agreement on behalf of the City of Lee's Summit, Mo.

BY: _____

SIGNATURE

NAME (PLEASE PRINT)

TITLE

DATE

By signing, I certify that I have the authority to execute this Agreement on behalf of KCP&L-GMO.

BY: _____

SIGNATURE

NAME (PLEASE PRINT)

TITLE

DATE