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

FORM 10-K

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

For the fiscal year ended **December 31, 2017**

or

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

For the transition period from _____ to _____

Commission File Number	Exact name of registrant as specified in its charter, state of incorporation, address of principal executive offices and telephone number	I.R.S. Employer Identification Number
001-32206	GREAT PLAINS ENERGY INCORPORATED (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200	43-1916803
000-51873	KANSAS CITY POWER & LIGHT COMPANY (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200	44-0308720

Each of the following classes or series of securities registered pursuant to Section 12(b) of the Act is registered on the New York Stock Exchange:

<u>Registrant</u>	<u>Title of each class</u>
Great Plains Energy Incorporated	Common Stock, without par value

Securities registered pursuant to Section 12(g) of the Act: Kansas City Power & Light Company Common Stock without par value.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Great Plains Energy Incorporated Yes No Kansas City Power & Light Company Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Great Plains Energy Incorporated Yes No Kansas City Power & Light Company Yes No

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

Great Plains Energy Incorporated Yes No Kansas City Power & Light Company Yes No

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

Great Plains Energy Incorporated Yes No Kansas City Power & Light Company Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to the Form 10-K.

Great Plains Energy Incorporated Kansas City Power & Light Company

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

Great Plains Energy Incorporated	Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
			Emerging growth company	<input type="checkbox"/>
Kansas City Power & Light Company	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
			Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Great Plains Energy Incorporated Yes No Kansas City Power & Light Company Yes No

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

Great Plains Energy Incorporated Yes No Kansas City Power & Light Company Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of Great Plains Energy Incorporated (based on the closing price of its common stock on the New York Stock Exchange on June 30, 2017) was approximately \$6,311,042,442. All of the common equity of Kansas City Power & Light Company is held by Great Plains Energy Incorporated, an affiliate of Kansas City Power & Light Company.

On February 16, 2018, Great Plains Energy Incorporated had 215,665,193 shares of common stock outstanding.

On February 16, 2018, Kansas City Power & Light Company had one share of common stock outstanding and held by Great Plains Energy Incorporated.

Kansas City Power & Light Company meets the conditions set forth in General Instruction (I)(1)(a) and (b) of Form 10-K and is therefore filing this Form 10-K with the reduced disclosure format.

Documents Incorporated by Reference

Portions of the 2018 annual meeting proxy statement of Great Plains Energy Incorporated to be filed with the Securities and Exchange Commission are incorporated by reference in Part III of this report.

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This combined annual report on Form 10-K is being filed by Great Plains Energy Incorporated (Great Plains Energy) and Kansas City Power & Light Company (KCP&L). KCP&L is a wholly owned subsidiary of Great Plains Energy and represents a significant portion of its assets, liabilities, revenues, expenses and operations. Thus, all information contained in this report relates to, and where required is filed by, Great Plains Energy. Information that is specifically identified in this report as relating solely to Great Plains Energy, such as its financial statements and all information relating to Great Plains Energy's other operations, businesses and subsidiaries, including KCP&L Greater Missouri Operations Company (GMO), does not relate to, and is not filed by, KCP&L. KCP&L makes no representation as to that information. Neither Great Plains Energy nor its other subsidiaries have any obligation in respect of KCP&L's debt securities and holders of such securities should not consider Great Plains Energy's or its other subsidiaries' financial resources or results of operations in making a decision with respect to KCP&L's debt securities. Similarly, KCP&L has no obligation in respect of securities of Great Plains Energy or its other subsidiaries.

CAUTIONARY STATEMENTS REGARDING CERTAIN FORWARD-LOOKING INFORMATION

Statements made in this report that are not based on historical facts are forward-looking, may involve risks and uncertainties, and are intended to be as of the date when made. Forward-looking statements include, but are not limited to, statements relating to the anticipated merger transaction of Great Plains Energy and Westar Energy, Inc. (Westar), including those that relate to the expected financial and operational benefits of the merger to the companies and their shareholders (including cost savings, operational efficiencies and the impact of the anticipated merger on earnings per share), the expected timing of closing, the outcome of regulatory proceedings, cost estimates of capital projects, dividend growth, share repurchases, balance sheet and credit ratings, rebates to customers, employee issues and other matters affecting future operations. In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, Great Plains Energy and KCP&L are providing a number of important factors that could cause actual results to differ materially from the provided forward-looking information. These important factors include: future economic conditions in regional, national and international markets and their effects on sales, prices and costs; prices and availability of electricity in regional and national wholesale markets; market perception of the energy industry, Great Plains Energy, KCP&L and Westar; changes in business strategy, operations or development plans; the outcome of contract negotiations for goods and services; effects of current or proposed state and federal legislative and regulatory actions or developments, including, but not limited to, deregulation, re-regulation and restructuring of the electric utility industry; decisions of regulators regarding rates that the Companies can charge for electricity; adverse changes in applicable laws, regulations, rules, principles or practices governing tax, accounting and environmental matters including, but not limited to, air and water quality; financial market conditions and performance including, but not limited to, changes in interest rates and credit spreads and in availability and cost of capital and the effects on derivatives and hedges, nuclear decommissioning trust and pension plan assets and costs; impairments of long-lived assets or goodwill; credit ratings; inflation rates; effectiveness of risk management policies and procedures and the ability of counterparties to satisfy their contractual commitments; impact of terrorist acts, including, but not limited to, cyber terrorism; ability to carry out marketing and sales plans; weather conditions including, but not limited to, weather-related damage and their effects on sales, prices and costs; cost, availability, quality and deliverability of fuel; the inherent uncertainties in estimating the effects of weather, economic conditions and other factors on customer consumption and financial results; ability to achieve generation goals and the occurrence and duration of planned and unplanned generation outages; delays in the anticipated in-service dates and cost increases of generation, transmission, distribution or other projects; Great Plains Energy's and Westar's ability to successfully manage and integrate their respective transmission joint ventures; the inherent risks associated with the ownership and operation of a nuclear facility including, but not limited to, environmental, health, safety, regulatory and financial risks; workforce risks, including, but not limited to, increased costs of retirement, health care and other benefits; the ability of Great Plains Energy and Westar to obtain the regulatory approvals necessary to complete the anticipated merger or the imposition of adverse conditions or costs in connection with obtaining regulatory approvals; the risk that a condition to the closing of the anticipated merger may not be satisfied or that the anticipated merger may fail to close; the outcome of any legal proceedings, regulatory proceedings or enforcement matters that may be instituted relating to the anticipated merger; the costs incurred to consummate the anticipated merger; the possibility that the expected value creation from the anticipated merger will not be realized, or will not be realized within the expected time period; difficulties related to the integration of the two companies; the credit ratings of the combined company

following the anticipated merger; disruption from the anticipated merger making it more difficult to maintain relationships with customers, employees, regulators or suppliers; the diversion of management time and attention on the anticipated merger; and other risks and uncertainties.

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

GLOSSARY OF TERMS

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

<u>Abbreviation or Acronym</u>	<u>Definition</u>
AFUDC	Allowance for Funds Used During Construction
Amended Merger Agreement	Amended and Restated Agreement and Plan of Merger dated as of July 9, 2017 by and among Great Plains Energy, Westar, Monarch Energy Holding, Inc. and King Energy, Inc.
ARO	Asset Retirement Obligation
ASU	Accounting Standards Update
CCRs	Coal combustion residuals
Clean Air Act	Clean Air Act Amendments of 1990
CO₂	Carbon dioxide
Company	Great Plains Energy Incorporated and its consolidated subsidiaries
Companies	Great Plains Energy Incorporated and its consolidated subsidiaries and KCP&L and its consolidated subsidiaries
DOE	Department of Energy
DOJ	Department of Justice
ECA	Energy Cost Adjustment
EIRR	Environmental Improvement Revenue Refunding
Electric Utility	Electric utility segment
EPA	Environmental Protection Agency
EPS	Earnings (loss) per common share
ERISA	Employee Retirement Income Security Act of 1974, as amended
Exchange Act	The Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
FERC	The Federal Energy Regulatory Commission
FCC	The Federal Communications Commission
GAAP	Generally Accepted Accounting Principles
GMO	KCP&L Greater Missouri Operations Company, a wholly owned subsidiary of Great Plains Energy
GP Star	GP Star, Inc.
GPETHC	GPE Transmission Holding Company LLC, a wholly owned subsidiary of Great Plains Energy
Great Plains Energy	Great Plains Energy Incorporated and its consolidated subsidiaries
Great Plains Energy Board	Great Plains Energy Board of Directors
HSR	Hart-Scott-Rodino
Holdco	Monarch Energy Holding, Inc., a Missouri corporation
KCC	The State Corporation Commission of the State of Kansas
KCP&L	Kansas City Power & Light Company, a wholly owned subsidiary of Great Plains Energy, and its consolidated subsidiaries
KCP&L Receivables Company	Kansas City Power & Light Receivables Company, a wholly owned subsidiary of KCP&L
kWh	Kilowatt hour
MEEIA	Missouri Energy Efficiency Investment Act
Merger Sub	King Energy, Inc., a Kansas corporation and wholly owned subsidiary of Holdco
MGP	Manufactured gas plant
MPS Merchant	MPS Merchant Services, Inc., a wholly owned subsidiary of GMO

<u>Abbreviation or Acronym</u>	<u>Definition</u>
MPSC	Public Service Commission of the State of Missouri
MW	Megawatt
MWh	Megawatt hour
NAV	Net asset value
NERC	North American Electric Reliability Corporation
NOL	Net operating loss
NRC	Nuclear Regulatory Commission
OMERS	OCM Credit Portfolio LP
Original Merger Agreement	Agreement and Plan of Merger dated as of May 29, 2016, by and among Great Plains Energy, Westar and GP Star, Inc.
RTO	Regional Transmission Organization
SEC	Securities and Exchange Commission
Series A Preferred Stock	7.25% Mandatory Convertible Preferred Stock, Series A
Series B Preferred Stock	7.00% Series B Mandatory Convertible Preferred Stock
SPP	Southwest Power Pool, Inc.
Transource	Transource Energy, LLC and its subsidiaries, 13.5% owned by GPETHC
WCNOC	Wolf Creek Nuclear Operating Corporation
Westar	Westar Energy, Inc.
Westar Board	Westar Board of Directors
Wolf Creek	Wolf Creek Generating Station

PART I

ITEM 1. BUSINESS

General

Great Plains Energy Incorporated and Kansas City Power & Light Company are separate registrants filing this combined annual report on Form 10-K. The terms "Great Plains Energy," "Company," "KCP&L" and "Companies" are used throughout this report. "Great Plains Energy" and the "Company" refer to Great Plains Energy Incorporated and its consolidated subsidiaries, unless otherwise indicated. "KCP&L" refers to Kansas City Power & Light Company and its consolidated subsidiaries. "Companies" refers to Great Plains Energy Incorporated and its consolidated subsidiaries and KCP&L and its consolidated subsidiaries.

Information in other Items of this report as to which reference is made in this Item 1 is hereby incorporated by reference in this Item 1. The use of terms such as "see" or "refer to" shall be deemed to incorporate into this Item 1 the information to which such reference is made.

GREAT PLAINS ENERGY INCORPORATED

Great Plains Energy, a Missouri corporation incorporated in 2001 and headquartered in Kansas City, Missouri, is a public utility holding company and does not own or operate any significant assets other than the stock of its subsidiaries and cash and cash equivalents. Great Plains Energy's wholly owned direct subsidiaries with significant operations are as follows:

- KCP&L is an integrated, regulated electric utility that provides electricity to customers primarily in the states of Missouri and Kansas. KCP&L has one active wholly owned subsidiary, Kansas City Power & Light Receivables Company (KCP&L Receivables Company).
- GMO is an integrated, regulated electric utility that provides electricity to customers in the state of Missouri. GMO also provides regulated steam service to certain customers in the St. Joseph, Missouri area. GMO has two active wholly owned subsidiaries, GMO Receivables Company and MPS Merchant Services, Inc. (MPS Merchant). MPS Merchant has certain long-term natural gas contracts remaining from its former non-regulated trading operations.

Great Plains Energy also wholly owns GPE Transmission Holding Company, LLC (GPETHC). GPETHC owns 13.5% of Transource Energy, LLC (Transource) with the remaining 86.5% owned by AEP Transmission Holding Company, LLC (AEPETHC), a subsidiary of American Electric Power Company, Inc. GPETHC accounts for its investment in Transource under the equity method. Transource is focused on the development of competitive electric transmission projects.

Great Plains Energy's sole reportable business segment is the electric utility segment (Electric Utility). For information regarding the revenues, income and assets attributable to Electric Utility, see Note 22 to the consolidated financial statements. Comparative financial information and discussion regarding Electric Utility can be found in Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A).

Electric Utility consists of KCP&L, a regulated utility, GMO's regulated utility operations and GMO Receivables Company. Electric Utility serves approximately 867,100 customers located in western Missouri and eastern Kansas. Customers include approximately 764,200 residences, 100,400 commercial firms and 2,500 industrials, municipalities and other electric utilities. Electric Utility's retail revenues averaged approximately 93% of its total operating revenues over the last three years. Wholesale firm power, bulk power sales and miscellaneous electric revenues accounted for the remainder of Electric Utility's revenues. Electric Utility is significantly impacted by seasonality with approximately one-third of its retail revenues recorded in the third quarter. Electric Utility's total electric revenues were 100% of Great Plains Energy's revenues over the last three years. Electric Utility's net income accounted for approximately (242)% of Great Plains Energy's net loss in 2017 and 101% and 105% of Great Plains Energy's net income in 2016 and 2015, respectively.

Anticipated Merger with Westar Energy, Inc.

In May 2016, Great Plains Energy and Westar entered into an Agreement and Plan of Merger dated as of May 29, 2016, by and among Great Plains Energy, Westar and GP Star, Inc. (GP Star) (Original Merger Agreement) in which Great Plains Energy would have acquired Westar for a combination of cash and shares of Great Plains Energy common stock. In April 2017, The State Corporation Commission of the State of Kansas (KCC) issued an order denying Great Plains Energy's, KCP&L's and Westar's joint application for the approval of the acquisition citing concerns with the purchase price, Great Plains Energy's capital structure, quantifiable and demonstrable customer benefits and staffing levels in Westar's service territory, among other items.

In July 2017, Great Plains Energy entered into an Amended and Restated Agreement and Plan of Merger dated as of July 9, 2017 by and among Great Plains Energy, Westar, Monarch Energy Holding, Inc., a Missouri corporation (Holdco), and King Energy, Inc., a Kansas corporation and wholly owned subsidiary of Holdco (Merger Sub) (Amended Merger Agreement). Pursuant to the Amended Merger Agreement, subject to the satisfaction or waiver of certain conditions, Great Plains Energy will merge with and into Holdco, with Holdco surviving such merger, and Merger Sub will merge with and into Westar, with Westar surviving such merger. Pursuant to the Amended Merger Agreement, at closing each outstanding share of Great Plains Energy's and Westar's common stock will be converted into the right to receive 0.5981 and 1.0, respectively, of validly issued, fully paid and nonassessable shares of common stock, no par value, of Holdco. Following the mergers, Holdco, with a new name that has yet to be established, will be the parent of Great Plains Energy's direct subsidiaries, including KCP&L, and Westar.

The anticipated merger with Westar has been structured as a merger of equals in a tax-free exchange of shares that involves no premium paid or received with respect to either Great Plains Energy or Westar. Following the completion of the anticipated merger, Westar shareholders will own approximately 52.5 percent and Great Plains Energy shareholders will own approximately 47.5 percent of the combined company. See Note 2 to the consolidated financial statements for additional information concerning the anticipated merger with Westar.

Regulation

KCP&L and GMO are regulated by the Public Service Commission of the State of Missouri (MPSC) and KCP&L is also regulated by KCC with respect to retail rates, certain accounting matters, standards of service and, in certain cases, the issuance of securities, certification of facilities and service territories. KCP&L and GMO are also subject to regulation by The Federal Energy Regulatory Commission (FERC) with respect to transmission, wholesale sales and rates, and other matters. KCP&L has a 47% ownership interest in Wolf Creek Generating Station (Wolf Creek), which is subject to regulation by the Nuclear Regulatory Commission (NRC) with respect to licensing, operations and safety-related requirements.

The table below summarizes the rate orders in effect for KCP&L's and GMO's retail rate jurisdictions.

	Regulator	Allowed Return on Equity	Rate-Making Equity Ratio	Rate Base (in billions)	Effective Date
KCP&L Missouri	MPSC	9.5%	49.2%	\$2.5	June 2017
KCP&L Kansas	KCC	9.3%	50.5%	\$2.1	October 2015
GMO	MPSC	9.5% - 9.75% ^(a)	(a)	(a)	February 2017

^(a) GMO's current rate order reflects a global settlement with an implied return on equity range of 9.5% - 9.75% and does not contain an agreed upon rate-making equity ratio or rate base.

Missouri and Kansas jurisdictional retail revenues averaged approximately 70% and 30%, respectively, of Electric Utility's total retail revenues over the last three years.

See Item 7 MD&A, Critical Accounting Policies section, and Note 6 to the consolidated financial statements for additional information concerning regulatory matters.

Competition

Missouri and Kansas continue on the fully integrated and regulated retail utility model. As a result, KCP&L and GMO do not compete with others to supply and deliver electricity in its franchised service territory, although other sources of energy can provide alternatives to retail electric utility customers. If Missouri or Kansas were to pass and implement legislation authorizing or mandating retail choice, Electric Utility may no longer be able to apply regulated utility accounting principles to deregulated portions of its operations and may be required to write off certain regulatory assets and liabilities.

Electric Utility competes in the wholesale market to sell power in circumstances when the power it generates is not required for customers in its service territory. This competition primarily occurs within the Southwest Power Pool, Inc. (SPP) Integrated Marketplace, in which KCP&L and GMO are participants. Similar to other Regional Transmission Organization (RTO) or Independent System Operator (ISO) markets currently operating, this marketplace determines which generating units among market participants should run, within the operating constraints of a unit, at any given time for maximum regional cost-effectiveness.

In this regard, Electric Utility competes with other regional power suppliers, principally other utilities within the SPP Integrated Marketplace, on the basis of availability and price. Electric Utility's wholesale revenues averaged approximately 5% of its total revenues over the last three years.

Power Supply

Electric Utility has approximately 6,500 MWs of total owned generating capacity and also purchases power to meet its customers' needs, to satisfy firm power commitments or to meet renewable energy standards. Electric Utility's purchased power from others, as a percentage of total MWhs generated and purchased, averaged approximately 26% over the last three years. Management believes Electric Utility will be able to obtain enough power to meet its future demands due to the coordination of planning and operations in the SPP region and existing power purchase agreements; however, price and availability of power purchases may be impacted during periods of high demand.

Electric Utility's total capacity by fuel type, including both owned generating capacity and power purchase agreements, is detailed in the table below.

Fuel Type	Estimated 2018 MW Capacity	Percent of Total Capacity
Coal	3,433	44 %
Nuclear	552	7
Natural gas and oil	2,342	30
Wind ^(a)	1,389	18
Solar, landfill gas and hydroelectric ^(b)	65	1
Total capacity	7,781	100 %

^(a) MWs are based on nameplate capacity of the wind facility. Includes owned generating capacity of 149 MWs and long-term power purchase agreements of approximately 1,240 MWs of wind generation which expire in 2032 through 2037.

^(b) Includes a long-term power purchase agreement for approximately 60 MWs of hydroelectric generation which expires in 2023.

Electric Utility's projected peak summer demand for 2018 is approximately 5,200 MWs. Electric Utility expects to meet its projected capacity requirements for the foreseeable future with its existing generation assets and power and capacity purchases.

KCP&L and GMO are members of the SPP. The SPP is a FERC-approved RTO with the responsibility to ensure reliable power supply, adequate transmission infrastructure and ensure competitive wholesale electricity prices in the region. As SPP members, KCP&L and GMO are required to maintain a minimum reserve margin of 12%. This net positive supply of capacity is maintained through generation asset ownership, capacity agreements, power purchase agreements and peak demand reduction programs. The reserve margin is designed to support reliability of the region's electric supply.

Fuel

The principal fuel sources for Electric Utility's owned generation are coal and nuclear fuel. It is expected, with normal weather, that approximately 98% of 2018 net MWhs generated will come from these sources with the remainder provided by wind, natural gas and oil. The actual 2017 and estimated 2018 fuel mix and delivered cost in cents per net kilowatt hour (kWh) generated are outlined in the following table.

Fuel	Fuel Mix ^(a)		Fuel cost in cents per net kWh generated	
	Estimated	Actual	Estimated	Actual
	2018	2017	2018	2017
Coal	77 %	75 %	1.84	1.81
Nuclear	21	23	0.62	0.69
Natural gas and oil	<1	1	7.46	15.19
Wind	2	1	—	—
Total owned generation	100 %	100 %	1.42	1.62

^(a) Fuel mix based on percent of net MWhs generated.

Coal

During 2018, Electric Utility's generating units, including jointly owned units, are projected to burn approximately 11 million tons of coal. KCP&L and GMO have entered into coal-purchase contracts with various suppliers in Wyoming's Powder River Basin (PRB), the nation's principal supply region of low-sulfur coal, and with local suppliers. The coal to be provided under these contracts is expected to satisfy approximately 95% of the projected coal requirements for 2018 and approximately 40% for 2019. The remainder of the coal requirements is expected to be fulfilled through additional contracts or spot market purchases.

KCP&L and GMO have also entered into rail transportation contracts with various railroads to transport coal from the PRB to their generating units. The transportation services to be provided under these contracts are expected to satisfy almost all of the projected transportation requirements for 2018. The contract rates adjust for changes in railroad costs.

Nuclear Fuel

KCP&L owns 47% of Wolf Creek Nuclear Operating Corporation (WCNOC), the operating company for Wolf Creek, which is Electric Utility's only nuclear generating unit. Wolf Creek purchases uranium and has it processed for use as fuel in its reactor. This process involves conversion of uranium concentrates to uranium hexafluoride, enrichment of uranium hexafluoride and fabrication of nuclear fuel assemblies. The owners of Wolf Creek have on hand or under contract all of the uranium and conversion services needed to operate Wolf Creek through March 2027. The owners also have under contract all of the uranium enrichment and fabrication required to operate Wolf Creek through March 2027 and September 2025, respectively.

See Note 5 to the consolidated financial statements for additional information regarding nuclear plant.

Environmental Matters

See Note 15 to the consolidated financial statements for information regarding environmental matters.

KANSAS CITY POWER & LIGHT COMPANY

KCP&L, a Missouri corporation incorporated in 1922 and headquartered in Kansas City, Missouri, is an integrated, regulated electric utility that engages in the generation, transmission, distribution and sale of electricity. KCP&L serves approximately 542,500 customers located in western Missouri and eastern Kansas. Customers include approximately 479,300 residences, 61,200 commercial firms, and 2,000 industrials, municipalities and other electric

utilities. KCP&L's retail revenues averaged approximately 92% of its total operating revenues over the last three years. Wholesale firm power, bulk power sales and miscellaneous electric revenues accounted for the remainder of KCP&L's revenues. KCP&L is significantly impacted by seasonality with approximately one-third of its retail revenues recorded in the third quarter. Missouri and Kansas jurisdictional retail revenues averaged approximately 57% and 43%, respectively, of total retail revenues over the last three years.

Great Plains Energy and KCP&L Employees

At December 31, 2017, Great Plains Energy and KCP&L had 2,709 employees, including 1,664 represented by three local unions of the International Brotherhood of Electrical Workers (IBEW). KCP&L has labor agreements with Local 1613, representing clerical employees (expires March 31, 2018), with Local 1464, representing transmission and distribution workers (expires February 28, 2018), and with Local 412, representing power plant workers (expires February 28, 2021).

Executive Officers

All of the individuals in the following table have been officers or employees in the responsible positions with the Company noted below for the past five years unless otherwise indicated in the footnotes. The executive officers were reappointed to the indicated positions by the respective boards of directors, effective January 1, 2018, to hold such positions until their resignation, removal or the appointment of their successors. There are no family relationships between any of the executive officers, nor any arrangement or understanding between any executive officer and any other person involved in officer selection. Each executive officer holds the same position with GMO as he or she does with KCP&L.

Name	Age	Current Position(s)	Year First Assumed an Officer Position
Terry Bassham ^(a)	57	Chairman of the Board, President and Chief Executive Officer - Great Plains Energy and KCP&L	2005
Kevin E. Bryant ^(b)	42	Senior Vice President - Finance and Strategy and Chief Financial Officer - Great Plains Energy and KCP&L	2006
Steven P. Busser ^(c)	49	Vice President - Risk Management and Controller - Great Plains Energy and KCP&L	2014
Charles A. Caisley ^(d)	45	Vice President - Marketing and Public Affairs - Great Plains Energy and KCP&L	2011
Ellen E. Fairchild ^(e)	56	Vice President, Chief Compliance Officer and Corporate Secretary - Great Plains Energy and KCP&L	2010
Heather A. Humphrey ^(f)	47	Senior Vice President - Corporate Services and General Counsel - Great Plains Energy and KCP&L	2010
Darrin R. Ives ^(g)	48	Vice President - Regulatory Affairs - KCP&L	2013
Lori A. Wright ^(h)	55	Vice President - Corporate Planning, Investor Relations and Treasurer - Great Plains Energy and KCP&L	2002

^(a) Mr. Bassham was appointed Chairman of the Board in May 2013 and has served as Chief Executive Officer of Great Plains Energy, KCP&L and GMO since 2012. He has served as President of each company since 2011. He previously served as President and Chief Operating Officer of Great Plains Energy, KCP&L and GMO (2011-2012) and as Executive Vice President - Utility Operations of KCP&L and GMO (2010-2011). He was Executive Vice President - Finance and Strategic Development and Chief Financial Officer of Great Plains Energy (2005-2010) and of KCP&L and GMO (2009-2010).

^(b) Mr. Bryant was appointed Senior Vice President - Finance and Strategy and Chief Financial Officer of Great Plains Energy, KCP&L and GMO in 2015. He previously served as Vice President - Strategic Planning of Great Plains Energy, KCP&L and GMO (2014). He served as Vice President - Investor Relations and Strategic Planning and Treasurer of Great Plains Energy, KCP&L and GMO (2013). He served as Vice President - Investor Relations and Treasurer of Great Plains Energy, KCP&L and GMO (2011-2013). He was Vice President - Strategy and Risk Management of KCP&L and GMO (2011) and Vice President - Energy Solutions (2006-2011) of KCP&L and GMO.

- (c) Mr. Busser was appointed Vice President - Risk Management and Controller of Great Plains Energy, KCP&L and GMO in 2016. He previously served as Vice President - Business Planning and Controller of Great Plains Energy, KCP&L and GMO (2014-2016). He served as Vice President - Treasurer of El Paso Electric Company (2011-2014). Prior to that, he served as Vice President - Treasurer and Chief Risk Officer (2006-2011) and Vice President - Regulatory Affairs and Treasurer (2004-2006) of El Paso Electric Company.
- (d) Mr. Caisley was appointed Vice President - Marketing and Public Affairs of Great Plains Energy, KCP&L and GMO in 2011. He was Senior Director of Public Affairs (2008-2011) and Director of Governmental Affairs of KCP&L (2007-2008).
- (e) Ms. Fairchild was appointed Vice President, Chief Compliance Officer and Corporate Secretary of Great Plains Energy, KCP&L and GMO in 2010. She was Senior Director of Investor Relations and Assistant Secretary (2010) and Director of Investor Relations (2008-2010) of Great Plains Energy, KCP&L and GMO.
- (f) Ms. Humphrey was appointed Senior Vice President - Corporate Services and General Counsel of Great Plains Energy, KCP&L and GMO in 2016. She previously served as General Counsel (2010-2016) and Senior Vice President - Human Resources of Great Plains Energy, KCP&L and GMO (2012-2016). She served as Vice President - Human Resources of Great Plains Energy, KCP&L and GMO (2010-2012). She was Senior Director of Human Resources and Interim General Counsel of Great Plains Energy, KCP&L and GMO (2010) and Managing Attorney of KCP&L (2007-2010).
- (g) Mr. Ives was appointed Vice President - Regulatory Affairs of KCP&L and GMO in 2013. He previously served as Senior Director - Regulatory Affairs of KCP&L and GMO (2011-2013). He was Assistant Controller of Great Plains Energy, KCP&L and GMO (2008 - 2011).
- (h) Ms. Wright was appointed Vice President - Corporate Planning, Investor Relations and Treasurer of Great Plains Energy, KCP&L and GMO in 2016. She previously served as Vice President - Investor Relations and Treasurer of Great Plains Energy, KCP&L and GMO (2014-2016). She served as Vice President - Business Planning and Controller of Great Plains Energy, KCP&L and GMO (2009-2014). She was Controller of Great Plains Energy and KCP&L (2002-2008) and GMO (2008).

Available Information

Great Plains Energy's website is www.greatplainsenergy.com and KCP&L's website is www.kcpl.com. Information contained on these websites is not incorporated herein. The Companies make available, free of charge, on or through their websites, their annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (Exchange Act), as soon as reasonably practicable after the companies electronically file such material with, or furnish it to, the SEC. In addition, the Companies make available on or through their websites all other reports, notifications and certifications filed electronically with the SEC.

The public may read and copy any materials that the Companies file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. For information on the operation of the Public Reference Room, please call the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site at <http://www.sec.gov> that contains reports, proxy statements and other information regarding the Companies.

Investors should note that the Companies announce material financial information in SEC filings, press releases and public conference calls. Based on guidance from the SEC, the Companies may use the Investor Relations section of Great Plains Energy's website (www.greatplainsenergy.com) to communicate with investors about Great Plains Energy and KCP&L. It is possible that the financial and other information posted there could be deemed to be material information. The information on Great Plains Energy's website is not part of this document.

ITEM 1A. RISK FACTORS

Risks Relating to the Anticipated Merger with Westar:

The value of the shares of Holdco common stock that Great Plains Energy's shareholders receive upon the consummation of the anticipated merger may be less than the value of the shares of Great Plains Energy

common stock as of the date of the Amended Merger Agreement, the date of this report or the date of the shareholders' meeting.

The exchange ratio for Great Plains Energy in the Amended Merger Agreement is fixed and will not be adjusted in the event of any change in the stock price of Great Plains Energy prior to the anticipated merger. A significant amount of time will have elapsed between the dates when the shareholders of Great Plains Energy voted to approve the Amended Merger Agreement at the shareholders' meeting on November 21, 2017, and the date when the anticipated merger is completed. The absolute and relative price of shares of Great Plains Energy common stock may vary significantly between the date of the meetings, the date of this report and the date of the completion of the anticipated merger. These variations may be caused by, among other things, changes in the businesses, operations, results or prospects of Great Plains Energy and Westar, market expectations of the likelihood that the anticipated merger will be completed and the timing of completion, the prospects of post-merger operations, general market and economic conditions and other factors. In addition, it is impossible to predict accurately the market price of the Holdco common stock to be received by Great Plains Energy shareholders after the completion of the anticipated merger. Accordingly, the price of Great Plains Energy common stock on the date of this report and on the date of the meetings may not be indicative of the price immediately prior to completion of the anticipated merger and the price of Holdco common stock after the anticipated merger is completed.

The ability of Great Plains Energy and Westar to complete the anticipated merger is subject to various closing conditions, including the receipt of consents and approvals from governmental authorities, which may impose conditions that could adversely affect Great Plains Energy or cause the anticipated merger to be abandoned.

To complete the anticipated merger, (1) each of Great Plains Energy and Westar must also make certain filings with and obtain certain consents and approvals from various governmental and regulatory authorities, (2) the listing on the New York Stock Exchange of the shares of Holdco common stock to be issued to Great Plains Energy and Westar shareholders in the anticipated merger must be approved, (3) there cannot be any material adverse effect with respect to Great Plains Energy, Westar and their respective subsidiaries, (4) there cannot be any laws or judgments, whether preliminary, temporary or permanent, which may prevent, make illegal or prohibit the completion of the anticipated merger, (5) subject to certain materiality exceptions, the representations and warranties made by Great Plains Energy and Westar, respectively, must be accurate and the parties must comply with their respective obligations under the Amended Merger Agreement, (6) Great Plains Energy and Westar must receive certain tax opinions, (7) there cannot be any shares of Great Plains Energy preference stock outstanding and (8) Great Plains Energy must have not less than \$1.25 billion in cash or cash equivalents on its balance sheet. If the foregoing conditions are not satisfied or waived, one or both of Great Plains Energy and Westar would not be required to complete the merger.

Great Plains Energy and Westar have not yet obtained the regulatory consents and approvals required to complete the anticipated merger. Governmental or regulatory agencies could seek to block or challenge the anticipated merger or could impose restrictions they deem necessary or desirable in the public interest as a condition to approving the anticipated merger. Great Plains Energy and Westar will be unable to complete the anticipated merger until the consents and approvals have been received from KCC, the MPSC, the NRC, FERC and The Federal Communication Commission (FCC) (collectively referred to as the "required governmental approvals"). Regulatory authorities may impose certain requirements or obligations as conditions for their approval. The Amended Merger Agreement may require Great Plains Energy and/or Westar to accept conditions from these regulators that could adversely impact the combined company. If the required governmental approvals are not received, or they are not received on terms that satisfy the conditions set forth in the Amended Merger Agreement, then neither Great Plains Energy nor Westar will be obligated to complete the anticipated merger.

In December 2017, the Federal Trade Commission (FTC) granted Great Plains Energy's request for early termination of the waiting period under the Hart-Scott-Rodino (HSR) Act.

Even after the statutory waiting period under the antitrust laws and even after completion of the anticipated merger, governmental authorities could seek to block or challenge the anticipated merger as they deem necessary or desirable in the public interest. In addition, in some jurisdictions, a private party could initiate an action under the antitrust laws challenging or seeking to enjoin the anticipated merger, before or after it is completed. Great Plains

Energy or Westar may not prevail and may incur significant costs in defending or settling any action under the antitrust laws.

The shareholders' meetings at which the Great Plains Energy shareholders and the Westar shareholders voted to approve the transactions contemplated by the Amended Merger Agreement took place before all such approvals have been obtained and before the terms of any conditions to obtain such approvals that may be imposed are known. As a result, Great Plains Energy and Westar may make decisions after the meetings to waive a condition or approve certain actions required to obtain necessary approvals without seeking further shareholder approval. Such actions could have an adverse effect on the combined company.

In addition, the Amended Merger Agreement contains other customary closing conditions, which may not be satisfied or waived.

If Great Plains Energy and Westar are unable to complete the anticipated merger, Great Plains Energy would be subject to a number of risks, including the following:

- Great Plains Energy would not realize the anticipated benefits of the anticipated merger, including, among other things, increased operating efficiencies and future cost savings;
- the attention of management of Great Plains Energy may have been diverted to the anticipated merger rather than to its own operations and the pursuit of other opportunities that could have been beneficial;
- the potential loss of key personnel during the pendency of the anticipated merger as employees may experience uncertainty about their future roles with the combined company;
- Great Plains Energy will have been subject to certain restrictions on the conduct of their businesses, which may prevent Great Plains Energy from making certain acquisitions or dispositions or pursuing certain business opportunities while the anticipated merger is pending; and
- the trading price of Great Plains Energy common stock may decline to the extent that the current market price reflects a market assumption that the anticipated merger will be completed.

Great Plains Energy can provide no assurance that the various closing conditions will be satisfied and that the required governmental approvals and other approvals will be obtained, or that any required conditions will not materially adversely affect the combined company following the anticipated merger. In addition, Great Plains Energy can provide no assurance that these conditions will not result in the abandonment or delay of the anticipated merger. The occurrence of any of these events individually or in combination could have a material adverse effect on the companies' results of operations and the trading price of Great Plains Energy common stock.

The Amended Merger Agreement contains provisions that limit Great Plains Energy's ability to pursue alternatives to the anticipated merger, could discourage a potential acquirer of Great Plains Energy from making a favorable alternative transaction proposal and, in certain circumstances, could require Great Plains Energy to pay a termination fee to the other party.

Under the Amended Merger Agreement, Great Plains Energy and Westar each are restricted from entering into alternative transactions. Unless and until the Amended Merger Agreement is terminated, subject to specified exceptions, each party is restricted from soliciting, initiating or knowingly encouraging, inducing or facilitating, or participating in any discussions or negotiations with any person regarding, or cooperating in any way with any person with respect to, any alternative proposal or any inquiry or proposal that would reasonably be expected to lead to an alternative proposal. Great Plains Energy and Westar each may terminate the Amended Merger Agreement and enter into an agreement with respect to a superior proposal only if specified conditions have been satisfied, including compliance with the provisions of the Amended Merger Agreement restricting solicitation of alternative proposals and requiring payment of a termination fee in certain circumstances. These provisions could discourage a third party that may have an interest in acquiring all or a significant part of Great Plains Energy from considering or proposing that acquisition, even if such third party were prepared to pay consideration with a higher market value

than the market value proposed to be received or realized in the anticipated merger, or might result in a potential acquirer proposing to pay a lower price than it would otherwise have proposed to pay because of the added expense of the termination fee that may become payable in certain circumstances. As a result of these restrictions, Great Plains Energy may not be able to enter into an agreement with respect to a more favorable alternative transaction without incurring potentially significant liability to Westar.

The Amended Merger Agreement provides that in connection with the termination of the Amended Merger Agreement under specified circumstances relating to a failure to obtain regulatory approvals, a final and nonappealable order enjoining the consummation of the anticipated merger in connection with regulatory approvals or failure by Great Plains Energy to comply with its obligations under the Amended Merger Agreement to consummate the closing of the anticipated merger once all of the conditions have been satisfied, Great Plains Energy may be required to pay Westar a termination fee of \$190 million. In addition, in the event that the Amended Merger Agreement is terminated by Westar under certain circumstances to enter into a definitive acquisition agreement with respect to a superior proposal, Westar may be required to pay Great Plains Energy a termination fee of \$190 million. Similarly, in the event that the Amended Merger Agreement is terminated by Great Plains Energy under certain circumstances to enter into a definitive acquisition agreement with respect to a superior proposal, Great Plains Energy may be required to pay Westar a termination fee of \$190 million.

Great Plains Energy will be subject to various uncertainties while the anticipated merger is pending that may cause disruption and may make it more difficult to maintain relationships with employees, suppliers, or customers.

Uncertainty about the effect of the anticipated merger on employees, suppliers and customers may have an adverse effect on Great Plains Energy. These uncertainties may impair the ability of Great Plains Energy to attract, retain and motivate key personnel until the anticipated merger is completed and for a period of time thereafter, and could cause customers, suppliers and others that deal with Great Plains Energy to seek to change or terminate existing business relationships with Great Plains Energy or not enter into new relationships or transactions.

Employee retention and recruitment may be particularly challenging prior to the completion of the anticipated merger, as employees and prospective employees may experience uncertainty about their future roles with the combined company. If, despite Great Plains Energy's retention and recruiting efforts, key employees depart or fail to continue employment because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with the combined company, Great Plains Energy's financial results could be adversely affected. Furthermore, the combined company's operational and financial performance following the anticipated merger could be adversely affected if it is unable to retain key employees and skilled workers of Great Plains Energy. The loss of the services of key employees and skilled workers and their experience and knowledge regarding Great Plains Energy's businesses could adversely affect the combined company's future operating results and the successful ongoing operation of its businesses.

Great Plains Energy is subject to contractual restrictions in the Amended Merger Agreement that may hinder its operations pending the anticipated merger.

The Amended Merger Agreement restricts Great Plains Energy, without Westar's consent, from making certain acquisitions and taking other specified actions until the anticipated merger occurs or the Amended Merger Agreement terminates. These restrictions may prevent Great Plains Energy from pursuing otherwise attractive business opportunities and making other changes to its business prior to completion of the anticipated merger or termination of the Amended Merger Agreement.

Failure to complete the anticipated merger, or significant delays in completing the anticipated merger, could negatively affect the trading price of Great Plains Energy common stock and the future business and financial results of Great Plains Energy.

Completion of the anticipated merger is not assured and is subject to risks, including the risks that approval of the anticipated merger by governmental agencies is not obtained or that other closing conditions are not satisfied. If the anticipated merger is not completed, or if there are significant delays in completing the anticipated merger, it could negatively affect the trading price of Great Plains Energy common stock and its future business and financial results, and Great Plains Energy will be subject to several risks, including the following:

- Great Plains Energy may be liable for damages to Westar under the terms and conditions of the Amended Merger Agreement;
- negative reactions from the financial markets, including declines in the price of Great Plains Energy common stock due to the fact that current prices may reflect a market assumption that the anticipated merger will be completed; and
- having to pay certain significant costs relating to the anticipated merger, including, in certain circumstances, a termination fee.

Failure to successfully combine the businesses of Great Plains Energy and Westar in the expected time frame may adversely affect the future results of the combined company, and, consequently, the value of the Holdco common stock that Great Plains Energy shareholders receive as the merger consideration.

The success of the anticipated merger will depend, in part, on the ability of the combined company to realize the anticipated benefits and efficiencies from combining the businesses of Great Plains Energy and Westar. To realize these anticipated benefits, the businesses must be successfully combined. If the combined company is not able to achieve these objectives, or is not able to achieve these objectives on a timely basis, the anticipated benefits of the transactions may not be realized fully or at all. In addition, the actual integration may result in additional and unforeseen expenses, which could reduce the anticipated benefits of the anticipated merger. These integration difficulties could result in a decline in the market value of Holdco common stock and, consequently, result in a decline in the market value of the Holdco common stock that Great Plains Energy shareholders receive as part of the merger consideration and continue to hold following consummation of the anticipated merger.

Great Plains Energy will incur significant transaction and other merger-related costs in connection with the anticipated merger.

Great Plains Energy has incurred and expects to incur additional costs associated with combining the operations of the two companies, as well as transaction fees and other costs related to the anticipated merger. Additional unanticipated costs may also be incurred in the integration of the businesses of Great Plains Energy and Westar. Any net benefit from the anticipated elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, may not be achieved in the near term or at all. Transaction costs could have a material adverse impact on the results of Great Plains Energy, and the failure to achieve the anticipated benefits and efficiencies from the merger, or the incurrence of additional expenses, could have a material adverse impact on the results of operations of the combined company and its ability to pay dividends after closing. In turn, the current market value of Great Plains Energy common stock, or the future market value of Holdco common stock that Great Plains Energy shareholders receive as merger consideration, could be adversely impacted.

The market price of Holdco's common stock after the anticipated merger may be affected by factors different from those affecting the shares of Great Plains Energy or Westar currently.

Upon completion of the anticipated merger, the businesses of the combined company will differ from those of Great Plains Energy and Westar prior to the anticipated merger in important respects and, accordingly, the results of operations of the combined company and the market price of Holdco's shares of common stock following the anticipated merger may be affected by factors different from those currently affecting the independent results of operations of Great Plains Energy and Westar.

Each of Westar and Great Plains Energy and their respective subsidiaries has substantial amounts of indebtedness. Consequently, the combined company will have substantial indebtedness following the anticipated merger. As a result, it may be difficult for the combined company to pay or refinance its debts or take other actions, and the combined company may need to divert its cash flow from operations to debt service payments.

The combined company's debt service obligations with respect to this indebtedness could have an adverse impact on its earnings and cash flows for as long as the indebtedness is outstanding.

The combined company's indebtedness could also have important consequences to holders of Holdco common stock. For example, it could:

- make it more difficult for the combined company to pay or refinance its debts as they become due during adverse economic and industry conditions because any decrease in revenues could cause the combined company to not have sufficient cash flows from operations to make its scheduled debt payments;
- require a substantial portion of the combined company's cash flows from operations to be used for debt service payments, thereby reducing the availability of its cash flow to fund working capital, capital expenditures, acquisitions, dividend payments and other general corporate purposes;
- result in a downgrade in the rating of the combined company's indebtedness, which could limit its ability to borrow additional funds or increase the interest rates applicable to its indebtedness; or
- require that additional terms, conditions or covenants be placed on Holdco.

Based upon current levels of operations, Holdco expects to be able to generate sufficient cash on a consolidated basis to make all of the principal and interest payments when such payments are due under the combined company's existing credit facilities, indentures and other instruments governing its outstanding indebtedness, but there can be no assurance that the combined company will be able to repay or refinance such borrowings and obligations.

The anticipated benefits of combining the companies may not be realized.

Great Plains Energy entered into the Amended Merger Agreement with the expectation that the anticipated merger would result in various benefits, including, among other things, increased operating efficiencies and future cost savings that cannot be quantified with certainty at this time. Although Great Plains Energy expects to achieve the anticipated benefits of the anticipated merger, achieving them is subject to a number of uncertainties, including:

- whether U.S. federal and state public utility, antitrust and other regulatory authorities whose approval is required to complete the anticipated merger impose conditions on the merger, which may have an adverse effect on the combined company, including its ability to achieve the anticipated benefits of the merger;
- the ability of the two companies to combine certain of their operations or take advantage of expected growth opportunities;
- general market and economic conditions;
- general competitive factors in the marketplace; and
- higher than expected costs required to achieve the anticipated benefits of the merger.

No assurance can be given that these benefits will be achieved or, if achieved, the timing of their achievement. Failure to achieve these anticipated benefits could result in increased costs and decreases in the amount of expected revenues or net income of the combined company.

The anticipated merger may not be accretive to Great Plains Energy's earnings and may cause dilution to Great Plains Energy's earnings per share, which may negatively affect the market price of Holdco common stock that Great Plains Energy's shareholders receive upon the consummation of the anticipated merger.

Great Plains Energy currently anticipates that the anticipated merger will be accretive to Great Plains Energy's forecasted earnings per share on a standalone basis. This expectation is based on preliminary estimates, including with respect to the anticipated timing and amount of common stock repurchases following the closing of the merger, any of which may materially change. Great Plains Energy may encounter additional transaction and integration-related costs than it currently anticipates, may fail to realize all of the benefits anticipated in the merger or may be subject to other factors that affect preliminary estimates or its ability to realize operational efficiencies. Any of these factors could cause a decrease in the combined company's earnings per share or decrease or delay the expected accretive effect of the anticipated merger and contribute to a decrease in the price of Holdco common stock.

The anticipated merger will combine two companies that are currently affected by developments in the electric utility industry, including changes in regulation and increased competition. A failure to adapt to the changing regulatory environment after the anticipated merger could adversely affect the stability of the combined company's earnings and could result in the erosion of its market positions, revenues and profits.

Because Great Plains Energy, Westar and their respective subsidiaries are regulated in the U.S. at the federal level and in several states, the two companies have been and will continue to be affected by legislative and regulatory developments. After the anticipated merger, the combined company and/or its subsidiaries will be subject in the U.S. to extensive federal regulation as well as to state regulation in Missouri and Kansas. Each of these jurisdictions has implemented, is in the process of implementing or possibly will implement changes to the regulatory and legislative framework applicable to the electric utility industry. These changes could have a material adverse effect on the combined company.

The costs and burdens associated with complying with these regulatory jurisdictions may have a material adverse effect on the combined company. Moreover, potential legislative changes, regulatory changes or otherwise may create greater risks to the stability of utility earnings generally. If the combined company is not responsive to these changes, it could suffer erosion in market position, revenues and profits as competitors gain access to the service territories of its utility subsidiaries.

The price of Holdco common stock that Great Plains Energy's shareholders receive upon the consummation of the anticipated merger may experience volatility.

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

Utility Regulatory Risks:

Complex utility regulation could adversely affect the Companies' results of operations, financial position and cash flows.

The Companies are subject to, or affected by, extensive federal and state utility regulation, including regulation by the MPSC, KCC, FERC, NRC, North American Electric Reliability Corporation (NERC) and SPP. The Companies must address in their business planning and management of operations the effects of existing and proposed laws and regulations and potential changes in the regulatory framework, including initiatives by federal and state legislatures, RTOs, utility regulators and taxing authorities. Failure of the Companies to obtain adequate rates or regulatory approvals in a timely manner, new or changed laws, regulations, standards, interpretations or other legal requirements, deterioration of the Companies' relationship with regulators and increased compliance costs and potential non-compliance consequences may materially affect the Companies' results of operations, financial

position and cash flows. Additionally, regulators may impose burdensome restrictions and conditions on the Companies' transactions and ventures, rendering them less attractive from a financial or operational perspective. Certain of these risks are addressed in greater detail below.

The outcome of retail rate proceedings could have a material impact on the business and is largely outside the Companies' control.

The rates that KCP&L and GMO are allowed to charge their customers significantly influence the Companies' results of operations, financial position and cash flows. These rates are subject to the determination, in large part, of governmental entities outside of the Companies' control, including the MPSC, KCC and FERC.

The utility rate-setting principle generally applicable to KCP&L and GMO is that rates should provide a reasonable opportunity to recover expenses and investments prudently incurred to provide utility service plus a reasonable return on such investments. Various expenses incurred by KCP&L and GMO have been excluded from rates by the MPSC and KCC in past rate cases as not being prudently incurred or not providing utility customer benefit, and there is a risk that certain expenses incurred in the future may not be recovered in rates. Third-parties often intervene in the utilities' rate cases and argue that certain costs have not been prudently incurred or are otherwise not recoverable in rates. The MPSC and KCC also have in the past and may in the future exclude from rates all or a portion of investments in various facilities as not being prudently incurred or not being useful in providing utility service.

As discussed in the "Environmental Risks" and "Financial Risks" sections below, the Companies' capital expenditures are substantial and there is a risk that a portion of the capital costs could be excluded from rates in future rate cases.

The Companies are also exposed to cost-recovery shortfalls due to the inherent "regulatory lag" in the rate-setting process, especially during periods of significant cost inflation or declining retail usage, as KCP&L's and GMO's utility rates are generally based on historical information and are not subject to adjustment between rate cases, other than principally for fuel, purchased power, transmission and property taxes for KCP&L in Kansas; fuel, purchased power, certain transmission costs and demand-side investments for KCP&L in Missouri; and fuel, purchased power, certain transmission costs, demand-side investments and renewable energy (solar rebates) for GMO. These and other factors may result in under-recovery of costs, failure to earn the authorized return on investment, or both.

Failure to timely recover the full investment costs of capital projects, the impact of renewable energy and energy efficiency programs, other utility costs and expenses due to regulatory disallowances, regulatory lag or other factors could lead to lowered credit ratings, reduced access to capital markets, increased financing costs, lower flexibility due to constrained financial resources and increased collateral security requirements, or reductions or delays in planned capital expenditures. In response to competitive, economic, political, legislative, public perception (including, but not limited to, the Companies' environmental reputation) and regulatory pressures, the Companies may be subject to rate moratoriums, rate refunds, limits on rate increases, lower allowed returns on investments or rate reductions, including phase-in plans designed to spread the impact of rate increases over an extended period of time for the benefit of customers.

Regulatory requirements regarding utility operations may increase costs and may expose the Companies to compliance penalties or adverse rate consequences.

The FERC, NERC and SPP have implemented and enforce an extensive set of transmission system reliability, cybersecurity and critical infrastructure protection standards that apply to public utilities, including KCP&L and GMO. The MPSC and KCC have the authority to implement utility operational standards and requirements, such as vegetation management standards, facilities inspection requirements and quality of service standards. In addition, the Companies are also subject to health, safety and other requirements enacted by the Occupational Safety and Health Administration, the Department of Transportation, the Department of Labor and other federal and state agencies. As discussed more fully under "Operational Risks," the NRC extensively regulates nuclear power plants, including Wolf Creek. The costs of existing, new or modified regulations, standards and other requirements could have an adverse effect on the

Companies' results of operations, financial position and cash flows as a result of increased operations or maintenance and capital expenditures for new facilities or to repair or improve existing facilities. In addition, failure to meet quality of service, reliability, cybersecurity, critical infrastructure protection, operational or other standards and requirements could expose the Companies to penalties, additional compliance costs, or adverse rate consequences.

Environmental Risks:

The Companies are subject to current and potential environmental requirements and the incurrence of environmental liabilities, any or all of which may adversely affect their business and financial results.

The Companies are subject to extensive federal, state and local environmental laws, regulations and permit requirements relating to air and water quality, waste management and disposal, natural resources and health and safety. In addition to imposing continuing compliance obligations and remediation costs for historical and pre-existing conditions, these laws, regulations and permits authorize the imposition of substantial penalties for noncompliance, including fines, injunctive relief and other sanctions. There is also a risk that new environmental laws and regulations, new administrative or judicial interpretations of environmental laws and regulations, or the requirements in new or renewed environmental permits could adversely affect the Companies' operations. In addition, there is also a risk of lawsuits brought by third parties alleging violations of environmental commitments or requirements, claiming creation of a public nuisance or other matters, and seeking injunctions or monetary damages or other damages. Certain federal courts have held that state and local governments and private parties have standing to bring climate change tort suits seeking company-specific emission reductions and damages.

Environmental permits are subject to periodic renewal, which may result in more stringent permit conditions and limits. New facilities, or modifications of existing facilities, may require new environmental permits or amendments to existing permits. Delays in the environmental permitting process, public opposition and challenges, denials of permit applications, limits or conditions imposed in permits and the associated uncertainty may materially adversely affect the cost and timing of projects, and thus materially adversely affect the Companies' results of operations, financial position and cash flows.

KCP&L and GMO periodically seek recovery of capital costs and expenses for environmental compliance and remediation through rate increases; however, there can be no assurance that recovery of these costs would be granted. KCP&L and GMO may be subject to material adverse rate treatment in response to competitive, economic, political, legislative or regulatory pressures and/or public perception of the Companies' environmental reputation. The costs of compliance or noncompliance with environmental requirements, remediation costs, adverse outcomes of lawsuits, or failure to timely recover environmental costs could have a material adverse effect on the Companies' results of operations, financial position and cash flows. Certain of these matters are discussed in more detail below. See Note 15 to the consolidated financial statements for additional information regarding certain significant environmental matters and Great Plains Energy's and KCP&L's current estimates of capital expenditures to comply with environmental regulations.

Air and Climate Change

The Companies' current generation capacity is primarily coal-fired, and is estimated to produce about one ton of carbon dioxide (CO₂) per MWh, or approximately 17 million tons and 13 million tons of CO₂ per year for Great Plains Energy and KCP&L, respectively. Management believes it is possible that additional federal or relevant state or local laws or regulations could be enacted to address global climate change. At the international level, the Paris Agreement was adopted in December 2015 by nearly 200 countries and became effective in November 2016. The Paris Agreement does not result in any new, legally binding obligations on the U.S. to meet a particular greenhouse gas emissions target, but establishes a framework for international cooperation on climate change. In June 2017, U.S. President Donald Trump announced the U.S. would withdraw from the Paris Agreement. Under the rules of the Paris Agreement, the earliest any country can withdraw is November 2020. Other international agreements legally binding on the U.S. may be reached in the future. Greenhouse gas legislation has the potential of having significant financial and operational impacts on Great Plains Energy and KCP&L; however, the ultimate financial and operational consequences to Great Plains Energy and KCP&L cannot be determined until such legislation is passed. In

the absence of new Congressional mandates, the EPA is proceeding with regulation of greenhouse gases under the existing Clean Air Act.

In August 2015, the EPA finalized CO₂ emission standards for new, modified and reconstructed affected fossil-fuel-fired electric utility generating units. The standards would not apply to Great Plains Energy's and KCP&L's existing units unless the units were modified or reconstructed in the future. Also in August 2015, the EPA finalized its Clean Power Plan which sets CO₂ emission performance rates for existing affected fossil-fuel-fired electric generating units. Nationwide, by 2030, the EPA projects the Clean Power Plan would achieve CO₂ emission reductions from the power sector of approximately 32% from CO₂ emission levels in 2005.

In February 2016, the U.S. Supreme Court granted a stay of the Clean Power Plan putting the rule on hold pending review in the U.S. Court of Appeals for the District of Columbia Circuit and any subsequent review by the U.S. Supreme Court if such review is sought. In October 2017, the EPA proposed to repeal the Clean Power Plan on the basis that it exceeded the EPA's statutory authority. In December 2017, the EPA issued an advance notice of proposed rulemaking (ANPRM) to solicit comments as the agency considers proposing a future rule to replace the Clean Power Plan. In the ANPRM, the EPA is considering proposing emission guidelines to limit greenhouse gas emissions from existing electric utility generating units. Compliance with the Clean Power Plan or any replacement rule has the potential of having significant financial and operational impacts on Great Plains Energy and KCP&L; however, the ultimate financial and operational consequences to Great Plains Energy and KCP&L cannot be determined until the outcome of the EPA's proposal to repeal the Clean Power Plan and pending litigation is known.

Water

The Clean Water Act and associated regulations enacted by the EPA form a comprehensive program to restore and preserve water quality. All of the Companies' generating facilities, and certain of their other facilities, are subject to the Clean Water Act.

In May 2014, the EPA finalized regulations pursuant to Section 316(b) of the Clean Water Act regarding cooling water intake structures pursuant to a court approved settlement. KCP&L generation facilities with cooling water intake structures are subject to the best technology available standards based on studies completed to comply with such standards. The rule provides flexibility to work with the states to develop the best technology available to minimize aquatic species impacted by being pinned against intake screens (impingement) or drawn into cooling water systems (entrainment).

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

Further, the possible effects of climate change, including potentially increased temperatures and reduced precipitation, could make it more difficult and costly to comply with the current and final permit requirements.

Solid Waste

Solid and hazardous waste generation, storage, transportation, treatment and disposal are regulated at the federal and state levels under various laws and regulations. In April 2015, the EPA published final regulations to regulate coal combustion residuals (CCRs) under the Resource Conservation and Recovery

Act (RCRA) Subtitle D to address the risks from the disposal of CCRs generated from the combustion of coal at electric generating facilities. In September 2017, the EPA granted industry petitions to reconsider certain provisions of the CCR rule. The Companies use coal in generating electricity and dispose of CCRs in both on-site facilities and facilities owned by third parties. Current and future EPA and state regulations regarding the handling, disposal and remediation of CCRs could have a material adverse effect on the Companies' results of operations, financial position and cash flows.

Remediation

Under current law, the Companies are also generally responsible for any liabilities associated with the environmental condition of their properties and other properties at which the Companies arranged for the disposal or treatment of hazardous substances, including properties that they have previously owned or operated, such as manufactured gas plants (MGP), regardless of whether they were responsible for the contamination or whether the liabilities arose before, during or after the time they owned or operated the properties or arranged for the disposal or treatment of hazardous substances.

Due to all of the above, the Companies' projected capital and other expenditures for environmental compliance are subject to significant uncertainties, including the timing of implementation of any new or modified environmental requirements, the limits imposed by such requirements and the types and costs of the compliance alternatives selected by the Companies. As a result, costs to comply with environmental requirements cannot be estimated with certainty, and actual costs could be significantly higher than projections. New environmental laws and regulations affecting the operations of the Companies may be adopted, and new interpretations of existing laws and regulations could be adopted or become applicable to the Companies or their facilities, any of which may materially adversely affect the Companies' business, adversely affect the Companies' ability to continue operating its power plants as currently done and substantially increase environmental expenditures or liabilities in the future.

Financial Risks:

Financial market disruptions and declines in credit ratings may increase financing costs and/or limit access to the credit markets, which may adversely affect liquidity and results.

The Companies rely on access to short-term money markets, revolving credit facilities provided by financial institutions and long-term capital markets as significant sources of liquidity for capital requirements not satisfied by cash flows from operations. The Companies also rely on bank-provided credit facilities for credit support, such as letters of credit, to support operations. The amount of credit support required for operations varies and is impacted by a number of factors.

Great Plains Energy, KCP&L, GMO and certain of their securities are rated by Moody's Investors Service and S&P Global Ratings. These ratings impact the Companies' cost of funds and Great Plains Energy's ability to provide credit support for its subsidiaries. The interest rates on borrowings under the Companies' revolving credit agreements are subject to increase as their respective credit ratings decrease. The amount of collateral or other credit support required under power supply and certain other agreements is also dependent on credit ratings.

Conditions in the U.S. capital and credit markets may deteriorate in the future for a variety of reasons, including, among others: instability in global markets, political uncertainty in the U.S. or abroad, fluctuations in the price of oil, geopolitical instability or other unforeseen events both in the U.S. and around the world. Adverse market conditions or decreases in Great Plains Energy's, KCP&L's or GMO's credit ratings could have material adverse effects on the Companies. These effects could include, among others: reduced access to capital and increased cost of funds; dilution resulting from equity issuances at reduced prices; changes in the type and/or increases in the amount of collateral or other credit support obligations required to be posted with contractual counterparties; increased nuclear decommissioning trust and pension and other post-retirement benefit plan funding requirements; rate case disallowance of KCP&L's or GMO's costs of capital; reductions in or delays of capital expenditures; or reductions in Great Plains Energy's ability to provide credit support for its subsidiaries. Any of these results could adversely affect the Companies' results of operations, financial position and cash flows. In addition, market disruption and volatility could have an adverse impact on the Companies' lenders, suppliers and other counterparties or customers, causing them to fail to meet their obligations.

Great Plains Energy has guaranteed some of GMO's long-term and short-term debt and payments under these guarantees may adversely affect Great Plains Energy's liquidity.

Great Plains Energy has issued guarantees covering \$95.5 million of GMO's long-term debt. Great Plains Energy also guarantees GMO's commercial paper program. At December 31, 2017, GMO had \$209.3 million of commercial paper outstanding. The guarantees obligate Great Plains Energy to pay amounts owed by GMO directly to the holders of the guaranteed debt in the event GMO defaults on its payment obligations. Great Plains Energy may also guarantee debt that GMO may issue in the future. Any guarantee payments could adversely affect Great Plains Energy's liquidity.

The inability of Great Plains Energy's subsidiaries to provide sufficient dividends to Great Plains Energy, or the inability otherwise of Great Plains Energy to pay dividends to its shareholders and meet its financial obligations would have an adverse effect.

Great Plains Energy is a holding company with no significant operations of its own. The primary source of funds for payment of dividends to its shareholders and its other financial obligations is dividends paid to it by its subsidiaries, particularly KCP&L and GMO. The ability of Great Plains Energy's subsidiaries to pay dividends or make other distributions, and accordingly, Great Plains Energy's ability to pay dividends on its common stock and meet its financial obligations principally depends on the actual and projected earnings and cash flow, capital requirements and general financial position of its subsidiaries, as well as regulatory factors, financial covenants, general business conditions and other matters.

In addition, Great Plains Energy, KCP&L and GMO are subject to certain corporate and regulatory restrictions and financial covenants that could affect their ability to pay dividends. Great Plains Energy's articles of incorporation restrict the payment of common stock dividends in the event common equity is 25% or less of total capitalization. Under the Federal Power Act, KCP&L and GMO generally can pay dividends only out of retained earnings. The revolving credit agreements of Great Plains Energy, KCP&L and GMO and the note purchase agreement for GMO's Series A, B and C Senior Notes contain a covenant requiring each company to maintain a consolidated indebtedness to consolidated total capitalization ratio of not more than 0.65 to 1.00 at all times. Under the Amended Merger Agreement, Great Plains Energy is also restricted from paying a quarterly common stock dividend in excess of \$0.275 per share without the consent of Westar. See Note 11 to the consolidated financial statements for additional information. The Great Plains Energy Board of Directors (Great Plains Energy Board) regularly evaluates the common stock dividend policy and determines an appropriate dividend each quarter, after taking into account such factors as, among other things, earnings, financial condition and cash flows from KCP&L and GMO, as well as general economic conditions. Great Plains Energy cannot assure common shareholders that the dividend will be paid in the future or that, if paid, dividends will be at the same amount or with the same frequency as in the past.

Market performance, increased employee retirements and retirement plan regulations could significantly impact retirement plan funding requirements and associated cash needs and expenses.

Substantially all of the Companies' and WCNO's employees participate in defined benefit retirement and other post-retirement plans. Former employees also have accrued benefits in defined benefit retirement and other post-retirement plans. The costs of these plans depend on a number of factors, including the rates of return on plan assets, the level and nature of the provided benefits, discount rates, the interest rates used to measure required minimum funding levels, changes in benefit design, changes in laws or regulations, and the Companies' required or voluntary contributions to the plans. The Companies currently have substantial unfunded liabilities under these plans. Also, if the rate of retirements exceeds planned levels, or if these plans experience adverse market returns on investments, or if interest rates materially fall, the Companies' contributions to the plans could rise substantially over historical levels. In addition, changes in accounting rules and assumptions related to future costs, returns on investments, interest rates and other actuarial assumptions, including projected retirements, could have a significant impact on the Companies' results of operations, financial position and cash flows.

The use of derivative contracts in the normal course of business could result in losses that could negatively impact the Companies' results of operations, financial position and cash flows.

The Companies use derivative instruments, such as swaps, options, futures and forwards, to manage commodity and financial risks. Losses could be recognized as a result of volatility in the market values of these contracts, if a counterparty fails to perform, or if the underlying transactions which the derivative instruments are intended to

hedge fail to materialize. In the absence of actively quoted market prices and pricing information from external sources, the valuation of these financial instruments can involve management's judgment or the use of estimates. As a result, changes in the underlying assumptions or use of alternative valuation methods could affect the reported fair value of these contracts.

As a service provider to GMO, KCP&L may have exposure to GMO's financial performance and operations.

GMO has no employees of its own. KCP&L employees operate and manage GMO's properties, and KCP&L charges GMO for the cost of these services. These arrangements may pose risks to KCP&L, including possible claims arising from actions of KCP&L employees in operating GMO's properties and providing other services to GMO. KCP&L's claims for reimbursement for services provided to GMO are unsecured and rank equally with other unsecured obligations of GMO. KCP&L's ability to be reimbursed for the costs incurred for the benefit of GMO depends on the financial ability of GMO to make such payments.

Customer and Weather-Related Risks:

The results of operations, financial position and cash flows of the Companies can be materially affected by changes in customer electricity consumption.

Changes in customer electricity consumption due to sustained financial market disruptions, downturns or sluggishness in the economy, technological advances, energy efficiency or other factors may adversely affect the Companies' results of operations, financial position and cash flows.

Technological advances, energy efficiency, or other energy conservation measures could reduce customer electricity consumption. KCP&L and GMO generate electricity at central station power plants to achieve economies of scale and produce electricity at a competitive cost. There are distributed generation technologies that produce electricity, including microturbines, wind turbines, fuel cells and solar cells, that have recently become more cost competitive. If this trend continues, the Companies' customer electricity consumption could be reduced. Changes in technology could also alter the channels through which the Companies' customers purchase or use electricity, which could reduce the Companies' customer electricity consumption.

Weather is a major driver of the Companies' results of operations, financial position and cash flow.

Weather conditions directly influence the demand for electricity and natural gas and affect the price of energy commodities. Great Plains Energy and KCP&L are significantly impacted by seasonality, with approximately one-third of their retail electric revenues recorded in the third quarter. Unusually mild winter or summer weather can adversely affect sales. In addition, severe weather, including but not limited to tornados, snow, rain, flooding and ice storms can be destructive causing outages and property damage that can potentially result in additional expenses, lower revenues and additional capital restoration costs. KCP&L's and GMO's rates may not always be adjusted timely and adequately to reflect these increased costs. Some of the Companies' generating stations utilize water from the Missouri River for cooling purposes. Low water and flow levels can increase maintenance costs at these stations and, if these levels were to get low enough, could require modifications to plant operations. The possible effects of climate change (such as increased temperatures, increased occurrence of severe weather or reduced precipitation, among other possible results) could potentially increase the volatility of demand and prices for energy commodities, increase the frequency and impact of severe weather, increase the frequency of flooding or decrease water and flow levels. To the extent the frequency of extreme weather events increases, this could increase the Companies' cost in providing service.

Operational Risks:

Operational risks may adversely affect the Companies' results of operations, financial position and cash flows.

The operation of the Companies' electric generation, transmission, distribution and information systems involves many risks, including breakdown or failure of equipment, aging infrastructure, processes and personnel performance; problems that delay or increase the cost of returning facilities to service after outages; limitations that may be imposed by equipment conditions or environmental, safety or other regulatory requirements; fuel supply or fuel transportation reductions or interruptions; labor disputes; difficulties with the implementation or continued operation of information systems; transmission scheduling constraints; and catastrophic events such as fires, floods, droughts, explosions, terrorism, cyber threats, severe weather or other similar occurrences. Furthermore, to the extent that a cyber attack was successful, customer and employee information may be stolen, equipment may be destroyed or damaged and operations may be disrupted. Any such equipment or system outage or constraint can, among other things:

- in the case of generation equipment, affect operating costs, increase capital requirements and costs, increase purchased power volumes and costs and reduce wholesale sales opportunities;
- in the case of transmission equipment, affect operating costs, increase capital requirements and costs, require changes in the source of generation and affect wholesale sales opportunities and the ability to meet regulatory reliability and security requirements;
- in the case of distribution systems, affect revenues and operating costs, increase capital requirements and costs, and affect the ability to meet regulatory service metrics and customer expectations; and
- in the case of information systems, affect the control and operations of generation, transmission, distribution, customer information and other business operations and processes, increase operating costs, increase capital requirements and costs, and affect the ability to meet regulatory reliability and security requirements and customer expectations.

With the exception of Hawthorn No. 5, which was substantially rebuilt in 2001, and Iatan No. 2, which was completed in 2010, all of KCP&L's and GMO's coal-fired generating units and its nuclear generating unit were constructed prior to 1986. The age of these generating units increases the risk of unplanned outages, reduced generation output and higher maintenance expense. Training, preventive maintenance and other programs have been implemented, but there is no assurance that these programs will prevent or minimize future breakdowns or failures of the Companies' generation facilities or increased maintenance expense. Furthermore, aging transmission and distribution facilities are more prone to failure than new facilities, which results in higher maintenance expense and the need to replace these facilities with new infrastructure. The higher maintenance costs and capital expenditures for new replacement infrastructure could cause additional rate volatility for the Companies' customers, resistance by the Companies' regulators to allow customer rate increases and/or regulatory lag.

The Companies currently have general liability and property insurance in place to cover their facilities in amounts that management considers appropriate. These policies, however, do not cover the Companies' transmission or distribution systems, and the cost of repairing damage to these systems may adversely affect the Companies' results of operations, financial position and cash flows. Such policies are subject to certain limits and deductibles and do not include business interruption coverage. Insurance coverage may not be available in the future at reasonable costs or on commercially reasonable terms, and the insurance proceeds received for any loss of, or any damage to, any of the Companies' facilities may not be sufficient to restore the loss or damage.

These and other operating events may reduce the Companies' revenues, increase their costs, or both, and may materially affect their results of operations, financial position and cash flows.

Cyber attacks and other disruptions to facilities could interfere with operations, expose the Companies, customers or employees to a risk of loss and could cause reputational and financial harm.

Electric utilities and other operators of critical energy infrastructure, like KCP&L and GMO, may face a heightened risk of cyber attack. The Companies' facilities could be direct targets or indirect casualties of any such cyber attacks. The Companies' business relies on information technology for the generation, transmission and distribution of electricity, their primary business, as well as in secondary operational functions, including supply chain, and invoicing and collecting payments from customers. In the ordinary course of business, the Companies collect, store and transmit sensitive data including operating information, proprietary business information belonging to the Companies and third parties and personal information belonging to customers and employees. To the extent that a cyber attack was successful, customer and employee information may be stolen, equipment may be destroyed or damaged and operations of the generation fleet and/or reliability of the transmission and distribution system may be disrupted. In such an event, the Companies may experience substantial loss of revenues, material response costs and other financial loss, including the increased cost of insurance coverage. The Companies could also be subject to litigation, increased regulation and reputational damage. Any of the foregoing could have a material adverse impact on the Companies' results of operations, financial position and cash flows.

The Companies are subject to information security risks and risks of unauthorized access to their systems.

In the course of their businesses, the Companies handle a range of system security and sensitive customer information. KCP&L and GMO are subject to laws and rules issued by different agencies concerning safeguarding and maintaining the confidentiality of this information. A security breach of the utilities' information systems such as theft or the inappropriate release of certain types of information, including confidential customer information or system operating information, could have a material adverse impact on the results of operations, financial position and cash flows of the Companies.

KCP&L and GMO operate in a highly regulated industry that requires the continued operation of sophisticated information technology systems and network infrastructures. Despite implementation of security measures, the technology systems are vulnerable to disability, failures, employee error or malfeasance, or unauthorized access. Such failures or breaches of the systems could impact the reliability of generation, transmission and distribution systems, result in legal claims and proceedings, damage the Companies' reputation and also subject the Companies to financial harm. If the technology systems were to fail or be breached and not able to be recovered in a timely manner, critical business functions could be impaired and sensitive confidential data could be compromised, which could have a material adverse impact on the Companies' results of operations, financial position and cash flows.

The cost and schedule of capital projects may materially change and expected performance may not be achieved.

Great Plains Energy's and KCP&L's businesses are capital intensive. The Companies currently have significant capital projects pending and may also have significant capital projects in the future. The risks of any capital project include: that actual costs may exceed estimated costs due to inflation or other factors; risks associated with the incurrence of additional debt or the issuance of additional equity to fund such projects; delays that may occur in obtaining permits and materials; the failure of suppliers and contractors to perform as required under their contracts; inadequate availability or increased cost of equipment, materials or qualified craft labor; delays related to inclement weather; the scope, cost and timing of projects may change due to new or changed environmental requirements, health and safety laws or other factors; and other events beyond the Companies' control may occur that may materially affect the schedule, cost and performance of these projects.

These and other risks could materially increase the estimated costs of capital projects, delay the in-service dates of projects, adversely affect the performance of the projects, and/or require the Companies to purchase additional electricity to supply their respective retail customers until the projects are completed. Thus, these risks may significantly affect the Companies' results of operations, financial position and cash flows.

Failure of one or more generation plant co-owners to pay their share of construction or operations and maintenance costs could increase the Companies' costs and capital requirements.

KCP&L owns 47% of Wolf Creek, 50% of La Cygne Station, 70% of Iatan No. 1 and 55% of Iatan No. 2. GMO owns 18% of both Iatan units and 8% of Jeffrey Energy Center. The remaining portions of these facilities are owned by other utilities that are contractually obligated to pay their proportionate share of capital and other costs.

While the ownership agreements provide that a defaulting co-owner's share of the electricity generated can be sold by the non-defaulting co-owners, there is no assurance that the revenues received will recover the increased costs borne by the non-defaulting co-owners. Occurrence of these or other events could materially increase the Companies' costs and capital requirements.

KCP&L is exposed to risks associated with the ownership and operation of a nuclear generating unit, which could result in an adverse effect on the Companies' business and financial results.

KCP&L owns 47% of Wolf Creek. The NRC has broad authority under federal law to impose licensing and safety-related requirements for the operation of nuclear generation facilities, including Wolf Creek. In the event of non-compliance, the NRC has the authority to impose fines, shut down the facilities, or both, depending upon its assessment of the severity of the situation, until compliance is achieved. Additionally, the non-compliance of other nuclear facility operators with applicable regulations or the occurrence of a serious nuclear incident anywhere in the world could result in increased regulation of the nuclear industry as a whole. Any revised safety requirements promulgated by the NRC could result in substantial capital expenditures at Wolf Creek.

Wolf Creek has the lowest fuel cost per MWh of any of KCP&L's generating units, excluding renewable generation. An extended outage of Wolf Creek, whether resulting from NRC action, an incident at the plant or otherwise, could have a material adverse effect on KCP&L's results of operations, financial position and cash flows in the event KCP&L incurs higher replacement power and other costs that are not recovered through rates or insurance. If a long-term outage occurred, the state regulatory commissions could reduce rates by excluding the Wolf Creek investment from rate base. Wolf Creek was constructed prior to 1986 and the age of Wolf Creek increases the risk of unplanned outages and results in higher maintenance costs.

Ownership and operation of a nuclear generating unit exposes KCP&L to risks regarding decommissioning costs at the end of the unit's life. KCP&L contributes annually based on estimated decommissioning costs to a tax-qualified trust fund to be used to decommission Wolf Creek. The funding level assumes a projected level of return on trust assets. If the actual return on trust assets is below the projected level or actual decommissioning costs are higher than estimated, KCP&L could be responsible for the balance of funds required and may not be allowed to recover the balance through rates.

KCP&L is also exposed to other risks associated with the ownership and operation of a nuclear generating unit, including, but not limited to, (i) potential liability associated with the potential harmful effects on the environment and human health resulting from the operation of a nuclear generating unit, (ii) the storage, handling, disposal and potential release (by accident, through third-party actions or otherwise) of radioactive materials and (iii) uncertainties with respect to contingencies and assessments if insurance coverage is inadequate. Under the structure for insurance among owners of nuclear generating units, KCP&L is also liable for potential retrospective premium assessments (subject to a cap) per incident at any commercial reactor in the country and losses in excess of insurance coverage.

On March 29, 2017, Westinghouse Electric Company, LLC (Westinghouse) filed voluntary petitions to reorganize under Chapter 11 of the U.S. Bankruptcy Code. Wolf Creek contracts with Westinghouse for nuclear fuel fabrications and reactor services. Westinghouse has stated that it intends to continue normal business operations. However, if Westinghouse did not perform under its contracts with Wolf Creek it could result in an extended outage at Wolf Creek. An extended outage of Wolf Creek could have a material adverse effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows in the event KCP&L incurs higher replacement power and other costs that are not recovered through rates. In January 2018, Westinghouse issued a news release stating that it would sell its global business to an unaffiliated third party. This transaction must be approved by the bankruptcy court and applicable regulators. The process has not yet begun, but Westinghouse stated it plans to close

the transaction in the third quarter of 2018. It is not yet known at this time if Wolf Creek's contracts will be impacted.

The structure of the regional power market in which the Companies operate could have an adverse effect on the Companies' results of operations, financial position and cash flows.

In March 2014, the SPP launched its Integrated Marketplace. Similar to other RTO or ISO markets, this marketplace determines which generating units among market participants should run, within the operating constraints of a unit, at any given time for maximum cost-effectiveness. In the event that KCP&L's and GMO's generating units are not among the lowest cost generating units operating within the market, KCP&L and GMO could experience decreased levels of wholesale electricity sales.

A market for Transmission Congestion Rights (TCR) is also included as part of the Integrated Marketplace. TCRs are financial instruments used to hedge transmission congestion charges. Both KCP&L and GMO acquire TCRs for the purpose of hedging against transmission congestion charges. There is a risk that KCP&L and GMO could incorrectly model the amount of TCRs needed, or that the TCRs acquired could be ineffective in hedging against transmission congestion charges which could lead to increased purchased power costs.

The rules governing the various regional power markets may change from time to time and such changes could impact the Companies' costs and revenues. Because the manner in which RTOs or ISOs will evolve is unclear, the Companies are unable to assess fully the impact of these changes.

Litigation Risks:

The outcome of legal proceedings cannot be predicted. An adverse finding could have a material adverse effect on the Companies' results of operations, financial position and cash flows.

The Companies are party to various material litigation and regulatory matters arising out of their business operations. The ultimate outcome of these matters cannot presently be determined, nor, in many cases, can the liability that could potentially result from a negative outcome in each case be reasonably estimated. The liability that the Companies may ultimately incur with respect to any of these cases in the event of a negative outcome may be in excess of amounts currently reserved and insured against with respect to such matters.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES
Electric Utility Generation Resources

	Unit	Location	Year Completed	Estimated 2018 MW Capacity	Primary Fuel
Base Load	Iatan No. 2	Missouri	2010	482 ^(a)	Coal
	Wolf Creek	Kansas	1985	552 ^(a)	Nuclear
	Iatan No. 1	Missouri	1980	490 ^(a)	Coal
	La Cygne Nos. 1 and 2	Kansas	1973, 1977	699 ^(a)	Coal
	Hawthorn No. 5 ^(b)	Missouri	1969	564	Coal
	Montrose Nos. 2 and 3	Missouri	1960, 1964	334	Coal
Peak Load	West Gardner Nos. 1, 2, 3 and 4	Kansas	2003	314	Natural Gas
	Osawatomie	Kansas	2003	76	Natural Gas
	Hawthorn Nos. 6 and 9	Missouri	2000	235	Natural Gas
	Hawthorn No. 8	Missouri	2000	79	Natural Gas
	Hawthorn No. 7	Missouri	2000	78	Natural Gas
	Northeast Black Start Unit	Missouri	1985	2	Oil
	Northeast Nos. 17 and 18	Missouri	1977	105	Oil
	Northeast Nos. 13 and 14	Missouri	1976	95	Oil
	Northeast Nos. 15 and 16	Missouri	1975	106	Oil
	Northeast Nos. 11 and 12	Missouri	1972	88	Oil
Wind	Spearville 2 Wind Energy Facility ^(c)	Kansas	2010	48	Wind
	Spearville 1 Wind Energy Facility ^(d)	Kansas	2006	101	Wind
Total KCP&L				4,448	
Base Load	Iatan No. 2	Missouri	2010	159 ^(a)	Coal
	Iatan No. 1	Missouri	1980	126 ^(a)	Coal
	Jeffrey Energy Center Nos. 1, 2 and 3	Kansas	1978, 1980, 1983	173 ^(a)	Coal
	Sibley Nos. 2 and 3	Missouri	1962, 1969	406	Coal
Peak Load	Lake Road Nos. 2 and 4	Missouri	1957, 1967	115	Natural Gas
	South Harper Nos. 1, 2 and 3	Missouri	2005	303	Natural Gas
	Crossroads Energy Center	Mississippi	2002	292	Natural Gas
	Ralph Green No. 3	Missouri	1981	71	Natural Gas
	Greenwood Nos. 1, 2, 3 and 4	Missouri	1975-1979	242	Natural Gas/Oil
	Lake Road No. 5	Missouri	1974	62	Natural Gas/Oil
	Lake Road Nos. 1 and 3	Missouri	1951, 1962	24	Natural Gas/Oil
	Lake Road Nos. 6 and 7	Missouri	1989, 1990	42	Oil
Nevada	Missouri	1974	18	Oil	
Total GMO				2,033	
Total Great Plains Energy				6,481	

^(a) Share of a jointly owned unit.

^(b) In 2001, a new boiler, air quality control equipment and an uprated turbine was placed in service at the Hawthorn Generating Station.

^(c) Accredited capacity is 16 MW pursuant to SPP reliability standards.

^(d) Accredited capacity is 31 MW pursuant to SPP reliability standards.

KCP&L owns 50% of La Cygne No. 1 and No. 2 Units, 70% of Iatan No. 1 Unit, 55% of Iatan No. 2 Unit and 47% of Wolf Creek. GMO owns 18% of each of Iatan No. 1 and No. 2 Units and 8% of Jeffrey Energy Center No. 1, No. 2 and No. 3 Units.

Electric Utility Transmission and Distribution Resources

Electric Utility's electric transmission system interconnects with systems of other utilities for reliability and to permit wholesale transactions with other electricity suppliers. Electric Utility has approximately 3,600 circuit miles of transmission lines, 15,600 circuit miles of overhead distribution lines and 7,400 circuit miles of underground distribution lines in Missouri and Kansas. Electric Utility has all material franchise rights necessary to sell electricity within its retail service territory. Electric Utility's transmission and distribution systems are routinely monitored for adequacy to meet customer needs. Management believes the current systems are adequate to serve customers.

Electric Utility General

Electric Utility's generating plants are located on property owned (or co-owned) by KCP&L or GMO, except the Spearville Wind Energy Facilities which are located on easements, and the Crossroads Energy Center and the South Harper Facility which are contractually controlled. Electric Utility's service centers, electric substations and a portion of its transmission and distribution systems are located on property owned or leased by Electric Utility. Electric Utility's transmission and distribution systems are for the most part located above or underneath highways, streets, other public places or property owned by others. Electric Utility believes that it has satisfactory rights to use those places or properties in the form of permits, grants, easements, licenses or franchise rights; however, it has not necessarily undertaken efforts to examine the underlying title to the land upon which the rights rest. Great Plains Energy's and KCP&L's headquarters are located in leased office space.

Substantially all of the fixed property and franchises of KCP&L, which consist principally of electric generating stations, electric transmission and distribution lines and systems, and buildings (subject to exceptions, reservations and releases), are subject to a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, as supplemented (Indenture). Mortgage bonds totaling \$479.5 million were outstanding at December 31, 2017.

A portion of the fixed property and franchises of GMO are subject to a General Mortgage Indenture and Deed of Trust dated as of April 1, 1946, as supplemented. Mortgage bonds totaling \$4.6 million were outstanding at December 31, 2017.

ITEM 3. LEGAL PROCEEDINGS

Other Proceedings

The Companies are parties to various lawsuits and regulatory proceedings in the ordinary course of their respective businesses. For information regarding material lawsuits and proceedings, see Notes 2, 6, 15 and 16 to the consolidated financial statements. Such information is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

GREAT PLAINS ENERGY

Great Plains Energy's common stock is listed on the New York Stock Exchange under the symbol "GXP". At February 16, 2018, Great Plains Energy's common stock was held by 13,952 shareholders of record. Information relating to market prices and cash dividends on Great Plains Energy's common stock is set forth in the following table.

Quarter	Common Stock Price Range ^(a)				Common Stock Dividends Declared		
	2017		2016		2018	2017	2016
	High	Low	High	Low			
First	\$ 29.24	\$ 26.87	\$ 32.26	\$ 26.34	\$ 0.275 ^(b)	\$ 0.275	\$ 0.2625
Second	29.92	27.86	32.68	28.35		0.275	0.2625
Third	31.58	29.14	31.22	26.53		0.275	0.2625
Fourth	34.70	30.55	28.60	26.20		0.275	0.275

^(a) Based on closing stock prices.

^(b) Declared February 13, 2018, and payable March 20, 2018, to shareholders of record as of February 27, 2018.

Dividend Restrictions

For information regarding dividend restrictions, see Note 13 to the consolidated financial statements.

Purchases of Equity Securities

The following table provides information regarding purchases by Great Plains Energy for the three months ended December 31, 2017.

Issuer Purchases of Equity Securities						
Month	Total Number of Shares (or Units) Purchased ^(a)	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs		
October 1 - 31	2,981	\$ 31.54	—	N/A		
November 1 - 30	2,421	33.63	—	N/A		
December 1 - 31	17,424	32.53	—	N/A		
Total	22,826	\$ 32.52	—	N/A		

^(a) Represents open market purchases for the Company's Dividend Reinvestment and Direct Stock Purchase Plan and defined contribution savings plan (401(k)).

KCP&L

KCP&L is a wholly owned subsidiary of Great Plains Energy, which holds the one share of issued and outstanding KCP&L common stock.

Dividend Restrictions

For information regarding dividend restrictions, see Note 13 to the consolidated financial statements.

ITEM 6. SELECTED FINANCIAL DATA

Year Ended December 31	2017	2016	2015	2014^(a)	2013^(a)
Great Plains Energy					
	(dollars in millions except per share amounts)				
Operating revenues	\$ 2,708	\$ 2,676	\$ 2,502	\$ 2,568	\$ 2,446
Net income (loss)	\$ (106)	\$ 290	\$ 213	\$ 243	\$ 250
Basic and diluted earnings (loss) per common share	\$ (0.67)	\$ 1.61	\$ 1.37	\$ 1.57	\$ 1.62
Total assets at year end ^(a)	\$ 12,458	\$ 13,570	\$ 10,739	\$ 10,453	\$ 9,770
Total redeemable preferred stock, mandatorily redeemable preferred securities and long-term debt (including current maturities) ^(a)	\$ 3,664	\$ 3,747	\$ 3,746	\$ 3,481	\$ 3,492
Cash dividends per common share	\$ 1.10	\$ 1.0625	\$ 0.9975	\$ 0.935	\$ 0.8825
SEC ratio of earnings to combined fixed charges and preferred dividend requirements	1.66	2.54	2.58	2.72	2.75
KCP&L					
Operating revenues	\$ 1,891	\$ 1,875	\$ 1,714	\$ 1,731	\$ 1,671
Net income	\$ 180	\$ 225	\$ 153	\$ 162	\$ 169
Total assets at year end ^(a)	\$ 8,124	\$ 8,058	\$ 7,815	\$ 7,495	\$ 6,821
Total redeemable preferred stock, mandatorily redeemable preferred securities and long-term debt (including current maturities) ^(a)	\$ 2,582	\$ 2,565	\$ 2,563	\$ 2,297	\$ 2,294
SEC ratio of earnings to fixed charges	3.05	3.30	2.57	2.69	2.76

^(a) Applicable balances for the years ended December 31, 2014 and 2013 have been adjusted for the adoption of Accounting Standards Update (ASU) No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS
GREAT PLAINS ENERGY INCORPORATED
EXECUTIVE SUMMARY
Description of Business

Great Plains Energy is a public utility holding company and does not own or operate any significant assets other than the stock of its subsidiaries and cash and cash equivalents.

Great Plains Energy's sole reportable business segment is Electric Utility. Electric Utility consists of KCP&L, a regulated utility, GMO's regulated utility operations and GMO Receivables Company. Electric Utility has approximately 6,500 MWs of owned generating capacity and engages in the generation, transmission, distribution and sale of electricity to approximately 867,100 customers in the states of Missouri and Kansas. Electric Utility's retail electricity rates are comparable to the national average of investor-owned utilities.

Great Plains Energy's corporate and other activities not included in the sole reportable business segment includes GMO activity other than its regulated utility operations, GPETHC and unallocated corporate charges including certain costs to achieve the anticipated merger with Westar.

Anticipated Merger with Westar Energy, Inc.

On July 9, 2017, Great Plains Energy entered into an Amended Merger Agreement by and among Great Plains Energy, Westar, Holdco, and Merger Sub. Pursuant to the Amended Merger Agreement, subject to the satisfaction or waiver of certain conditions, Great Plains Energy will merge with and into Holdco, with Holdco surviving such

merger, and Merger Sub will merge with and into Westar, with Westar surviving such merger. Upon closing, pursuant to the Amended Merger Agreement, each outstanding share of Great Plains Energy's and Westar's common stock will be converted into the right to receive 0.5981 and 1.0, respectively, of validly issued, fully paid and nonassessable shares of common stock, no par value, of Holdco. Following the mergers, Holdco, with a new name that has yet to be established, will be the parent of Great Plains Energy's direct subsidiaries, including KCP&L, and Westar.

The anticipated merger has been structured as a merger of equals in a tax-free exchange of shares that involves no premium paid or received with respect to either Great Plains Energy or Westar. Following the completion of the anticipated merger, Westar shareholders will own approximately 52.5 percent and Great Plains Energy shareholders will own approximately 47.5 percent of the combined company.

Great Plains Energy's anticipated merger with Westar was unanimously approved by the Great Plains Energy Board and Westar Board of Directors, has received the approvals of each of Great Plains Energy's and Westar's shareholders and has received early termination of the waiting period under the HSR Act with respect to antitrust review. The anticipated merger remains subject to regulatory approvals from KCC, the MPSC, NRC, FERC and FCC; as well as other contractual conditions.

See Note 2 to the consolidated financial statements for more information regarding the anticipated merger and redemption of acquisition financing associated with the Original Merger Agreement.

Expected Plant Retirements

In June 2017, Great Plains Energy and KCP&L announced plans to retire KCP&L's Montrose Station and GMO's Sibley Station by December 31, 2018 and GMO's Lake Road No. 4/6 Unit by December 31, 2019. The decision to retire these generating units, which represent approximately 900 MWs of generating capacity, was primarily driven by the age of the plants, expected environmental compliance costs and expected future generation capacity needs. See Note 1 to the consolidated financial statements for more information regarding the retirement of Sibley No. 3 Unit.

Tax Reform

In December 2017, the U.S. Congress passed and President Donald Trump signed Public Law No. 115-97, commonly referred to as the Tax Cuts and Jobs Act (Tax Act). The Tax Act represents the first major reform in U.S. income tax law since 1986. Most notably, the Tax Act reduces the current top corporate income tax rate from 35% to 21% beginning in 2018, repeals the corporate Alternative Minimum Tax (AMT), makes existing AMT tax credit carryforwards refundable, and changes the deductibility and taxability of certain items, among other things. See Note 21 to the consolidated financial statements for more information regarding the impact of tax reform on Great Plains Energy and KCP&L.

Earnings Overview

Great Plains Energy had a loss available for common shareholders of \$143.5 million or \$0.67 per share in 2017 compared to earnings of \$273.5 million or \$1.61 per share in 2016. This decrease in earnings was largely driven by a number of non-recurring impacts due to the anticipated merger with Westar and the impacts of U.S. federal income tax reform. The specific drivers of the decrease in earnings were lower gross margin; higher depreciation expense; a loss on the settlement of the 7.00% Series B Mandatory Convertible Preferred Stock (Series B Preferred Stock) dividend make-whole provisions; a loss on extinguishment of debt related to the redemption of Great Plains Energy's \$4.3 billion senior notes; an increase in interest charges; higher income tax expense and increased preferred stock dividend requirements and redemption premium; partially offset by a decrease in injuries and damages expense due to settled litigation and an increase in interest income.

In addition, a higher number of average shares outstanding due to Great Plains Energy's registered public offering of 60.5 million shares of common stock in October 2016 diluted the 2017 loss per share by \$0.26.

For additional information regarding the change in earnings (loss), refer to the Great Plains Energy Results of Operations and the Electric Utility Results of Operations sections within this Management's Discussion and

Analysis of Financial Condition and Results of Operations. Gross margin is a non-GAAP financial measure. See the explanation of gross margin under Great Plains Energy's Results of Operations.

Adjusted Earnings (Non-GAAP) and Adjusted Earnings Per Share (Non-GAAP)

Great Plains Energy's adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) for 2017 were \$269.4 million or \$1.74 per share, respectively. Great Plains Energy's adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) for 2016 were \$286.0 million and \$1.85, respectively. For 2015, adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) were the same as GAAP earnings and GAAP earnings per share at \$211.4 million and \$1.37, respectively. In addition to earnings (loss) available for common shareholders and diluted earnings (loss) per common share, Great Plains Energy's management uses adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) to evaluate earnings and earnings per share without the impact of the anticipated merger with Westar and the initial impact of U.S. federal income tax reform.

Adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) excludes certain costs, expenses, gains, losses and the per share dilutive effect of equity issuances resulting from the anticipated merger and the previous plan to acquire Westar and the income tax expense associated with the revaluation of deferred income taxes and other initial effects resulting from the enactment of U.S. federal income tax reform. This information is intended to enhance an investor's overall understanding of results. Adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) are used internally to measure performance against budget and in reports for management and the Great Plains Energy Board. Adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP) are financial measures that are not calculated in accordance with GAAP and may not be comparable to other companies' presentations or more useful than the GAAP information provided elsewhere in this report.

The following table provides a reconciliation between earnings (loss) available for common shareholders and diluted earnings (loss) per common share as determined in accordance with GAAP and adjusted earnings (non-GAAP) and adjusted earnings per share (non-GAAP):

Reconciliation of GAAP to Non-GAAP	Earnings (Loss)			Earnings (Loss) per Diluted Share		
	2017	2016	2015	2017	2016	2015
	(millions, except per share amounts)					
Earnings (loss) available for common shareholders	\$ (143.5)	\$ 273.5	\$ 211.4	\$ (0.67)	\$ 1.61	\$ 1.37
Costs to achieve the anticipated merger with Westar:						
Operating expense, pre-tax ^(a)	31.8	34.2	—	0.21	0.22	—
Financing, pre-tax ^(b)	85.5	35.9	—	0.55	0.24	—
Mark-to-market impacts of interest rate swaps, pre-tax ^(c)	(12.1)	(79.3)	—	(0.08)	(0.51)	—
Interest income, pre-tax ^(d)	(22.8)	(3.2)	—	(0.15)	(0.02)	—
Loss on Series B Preferred Stock dividend make-whole provisions, pre-tax ^(e)	124.8	—	—	0.80	—	—
Loss on extinguishment of debt, pre-tax ^(f)	82.8	—	—	0.53	—	—
Write-off of Series A deferred offering expenses, pre-tax ^(g)	15.0	—	—	0.10	—	—
Income tax expense (benefit) ^(h)	(59.7)	9.5	—	(0.37)	0.06	—
Preferred stock ⁽ⁱ⁾	37.3	15.4	—	0.24	0.10	—
Impact of October 2016 share issuance ^(j)	N/A	N/A	N/A	(0.26)	0.15	—
Impact of U.S. federal income tax reform:						
Income tax expense ^(k)	130.3	—	—	0.84	—	—
Adjusted earnings (non-GAAP)	\$ 269.4	\$ 286.0	\$ 211.4	\$ 1.74	\$ 1.85	\$ 1.37
Average Shares Outstanding						
Shares used in calculating diluted earnings (loss) per common share				215.5	169.8	154.8
Adjustment for October 2016 share issuance ^(j)				(60.5)	(14.9)	—
Shares used in calculating adjusted earnings per share (non-GAAP)				155.0	154.9	154.8

^(a) Reflects legal, advisory and consulting fees and certain severance expenses and are included in Costs to achieve the anticipated merger with Westar on the consolidated statements of comprehensive income (loss).

^(b) Reflects fees for a bridge term loan facility and interest on Great Plains Energy's \$4.3 billion senior notes and are included in Interest charges on the consolidated statements of comprehensive income (loss).

^(c) Reflects the mark-to-market impacts of interest rate swaps and is included in Interest charges and Non-operating income on the consolidated statements of comprehensive income (loss).

^(d) Reflects interest income earned on the proceeds from Great Plains Energy's October 2016 equity offerings and March 2017 issuance of \$4.3 billion senior notes and is included in Non-operating income on the consolidated statements of comprehensive income (loss).

^(e) Reflects the loss on the settlement of the Series B Preferred Stock dividend make-whole provisions and is included within Loss on Series B Preferred Stock dividend make-whole provisions on the consolidated statements of comprehensive income (loss).

^(f) Reflects the loss on extinguishment of debt due to Great Plains Energy's redemption of its \$4.3 billion senior notes and is included within Loss on extinguishment of debt on the consolidated statements of comprehensive income (loss).

^(g) Reflects the write-off of deferred offering fees as a result of the termination of the stock purchase agreement for \$750 million of 7.25% Mandatory Convertible Preferred Stock, Series A (Series A Preferred Stock) and is included within Non-operating expenses on the consolidated statements of comprehensive income (loss).

^(h) Reflects an income tax effect calculated at a 38.9% statutory rate, with the exception of certain non-deductible legal and financing fees.

⁽ⁱ⁾ Reflects reductions to earnings available for common shareholders related to preferred stock dividend requirements for Great Plains Energy's Series B Preferred Stock and redemption premiums associated with Series B Preferred Stock and cumulative preferred stock and are included in Preferred stock dividend requirements and redemption premium on the consolidated statements of comprehensive income (loss).

^(j) Reflects the average share impact of Great Plains Energy's issuance of 60.5 million shares of common stock in October 2016.

^(k) Reflects income tax expense associated with the revaluation of deferred income taxes and other initial impacts resulting from the enactment of U.S. federal income tax reform.

Regulatory Proceedings

See Note 6 to the consolidated financial statements for information regarding regulatory proceedings.

Impact of Recently Issued Accounting Standards

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

Wolf Creek Refueling Outage

Wolf Creek's latest refueling outage began on September 10, 2016 and ended on November 21, 2016. Wolf Creek's next refueling outage is planned to begin in March of 2018.

ENVIRONMENTAL MATTERS

See Note 15 to the consolidated financial statements for information regarding environmental matters.

RELATED PARTY TRANSACTIONS

See Note 18 to the consolidated financial statements for information regarding related party transactions.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts and related disclosures. Management considers an accounting estimate to be critical if it requires assumptions to be made that were uncertain at the time the estimate was made and changes in the estimate or different estimates that could have been used could have a material impact on Great Plains Energy's results of operations and financial position. Management has identified the following accounting policies as critical to the understanding of Great Plains Energy's results of operations and financial position. Management has discussed the development and selection of these critical accounting policies with the Audit Committee of the Great Plains Energy Board of Directors.

Pensions

Great Plains Energy incurs significant costs in providing non-contributory defined pension benefits. The costs are measured using actuarial valuations that are dependent upon numerous factors derived from actual plan experience and assumptions of future plan experience.

Pension costs are impacted by actual employee demographics (including age, life expectancies, compensation levels and employment periods), earnings on plan assets, the level of contributions made to the plan, and plan amendments. In addition, pension costs are also affected by changes in key actuarial assumptions, including anticipated rates of return on plan assets and the discount rates used in determining the projected benefit obligation and pension costs.

The assumed rate of return on plan assets was developed based on the weighted-average of long-term returns forecast for the expected portfolio mix of investments held by the plan. The assumed discount rate was selected based on the prevailing market rate of fixed income debt instruments with maturities matching the expected timing of the benefit obligation. These assumptions, updated annually at the measurement date, are based on management's best estimates and judgment; however, material changes may occur if these assumptions differ from actual events. See Note 9 to the consolidated financial statements for information regarding the assumptions used to determine benefit obligations and net costs.

The following table reflects the sensitivities associated with a 0.5% increase or a 0.5% decrease in key actuarial assumptions. Each sensitivity reflects the impact of the change based on a change in that assumption only.

Actuarial assumption	Change in Assumption	Impact on Projected Benefit Obligation	Impact on 2017 Pension Expense
(millions)			
Discount rate	0.5% increase	\$ (97.4)	\$ (6.3)
Rate of return on plan assets	0.5% increase	—	(3.7)
Discount rate	0.5% decrease	110.1	7.0
Rate of return on plan assets	0.5% decrease	—	3.7

Pension expense for KCP&L and GMO is recorded in accordance with rate orders from the MPSC and KCC. The orders allow the difference between pension costs under GAAP and pension costs for ratemaking to be recorded as a regulatory asset or liability with future ratemaking recovery or refunds, as appropriate.

In 2017, Great Plains Energy's pension expense was \$113.2 million under GAAP and \$99.4 million for ratemaking. The impact on 2017 pension expense in the table above reflects the impact on GAAP pension costs. Under the Companies' rate agreements, any increase or decrease in GAAP pension expense would be deferred in a regulatory asset or liability for future ratemaking treatment. See Note 9 to the consolidated financial statements for additional information regarding the accounting for pensions.

Market conditions and interest rates significantly affect the future assets and liabilities of the plan. It is difficult to predict future pension costs, changes in pension liability and cash funding requirements due to the inherent uncertainty of market conditions.

Regulatory Assets and Liabilities

The Company has recorded assets and liabilities on its consolidated balance sheets resulting from the effects of the ratemaking process, which would not otherwise be recorded under GAAP. Regulatory assets represent incurred costs that are probable of recovery from future revenues. Regulatory liabilities represent future reductions in revenues or refunds to customers.

Management regularly assesses whether regulatory assets and liabilities are probable of future recovery or refund by considering factors such as decisions by the MPSC, KCC or FERC in Electric Utility's rate case filings; decisions in other regulatory proceedings, including decisions related to other companies that establish precedent on matters applicable to Electric Utility; and changes in laws and regulations. If recovery or refund of regulatory assets or liabilities is not approved by regulators or is no longer deemed probable, these regulatory assets or liabilities are recognized in the current period results of operations. Electric Utility's continued ability to meet the criteria for recording regulatory assets and liabilities may be affected in the future by restructuring and deregulation in the electric industry or changes in accounting rules. In the event that the criteria no longer applied to all or a portion of Electric Utility's operations, the related regulatory assets and liabilities would be written off unless an appropriate regulatory recovery mechanism were provided. Additionally, these factors could result in an impairment on utility plant assets. See Note 6 to the consolidated financial statements for additional information.

Impairments of Assets, Intangible Assets and Goodwill

Long-lived assets and intangible assets subject to amortization are required to be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable as prescribed under GAAP.

Accounting rules require goodwill to be tested for impairment annually and when an event occurs indicating the possibility that an impairment exists. The goodwill impairment test consists of comparing the fair value of a reporting unit to its carrying amount, including goodwill, to identify potential impairment. In the event that the carrying amount exceeds the fair value of the reporting unit, an impairment loss is recognized for the difference between the carrying amount of the reporting unit and its fair value. Great Plains Energy's regulated electric utility operations are considered one reporting unit for assessment of impairment, as they are included within the same operating segment and have similar economic characteristics.

The annual impairment test for the \$169.0 million of GMO acquisition goodwill was conducted on September 1, 2017. Fair value of the reporting unit substantially exceeded the carrying amount, including goodwill; therefore, there was no impairment of goodwill.

The determination of fair value of the reporting unit consisted of two valuation techniques: an income approach consisting of a discounted cash flow analysis and a market approach consisting of a determination of reporting unit invested capital using market multiples derived from the historical revenue, earnings before interest, income taxes, depreciation and amortization, net utility asset values and market prices of stock of peer companies. The results of the two techniques were evaluated and weighted to determine a point within the range that management considered representative of fair value for the reporting unit, which involves a significant amount of management judgment.

The discounted cash flow analysis is most significantly impacted by two assumptions: estimated future cash flows and the discount rate applied to those cash flows. Management determined the appropriate discount rate to be based on the reporting unit's weighted average cost of capital (WACC). The WACC takes into account both the return on equity authorized by the MPSC and KCC and after-tax cost of debt. Estimated future cash flows are based on Great Plains Energy's internal business plan, which assumes the occurrence of certain events in the future, such as the outcome of future rate filings, future approved rates of return on equity, anticipated earnings/returns related to future capital investments, continued recovery of cost of service and the renewal of certain contracts. Management also makes assumptions regarding the run rate of operations, maintenance and general and administrative costs based on the expected outcome of the aforementioned events. Should the actual outcome of some or all of these assumptions differ significantly from the current assumptions, revisions to current cash flow assumptions could cause the fair value of Great Plains Energy's reporting unit under the income approach to be significantly different in future periods and could result in a future impairment charge to goodwill.

The market approach analysis is most significantly impacted by management's selection of relevant peer companies as well as the determination of an appropriate control premium to be added to the calculated invested capital of the reporting unit, as control premiums associated with a controlling interest are not reflected in the quoted market price of a single share of stock. Management determined an appropriate control premium by using an average of control premiums for recent acquisitions in the industry. Changes in results of peer companies, selection of different peer companies and future acquisitions with significantly different control premiums could result in a significantly different fair value of Great Plains Energy's reporting unit.

Income Taxes

Income taxes are accounted for using the asset/liability approach. Deferred tax assets and liabilities are determined based on the temporary differences between the financial reporting and tax bases of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. Deferred investment tax credits are amortized ratably over the life of the related property. Deferred tax assets are also recorded for net operating losses, capital losses and tax credit carryforwards. The Company is required to estimate the amount of taxes payable or refundable for the current year and the deferred tax liabilities and assets for future tax consequences of events reflected in the Company's consolidated financial statements or tax returns. Actual results could differ from these estimates for a variety of reasons including changes in income tax laws, enacted tax rates and results of audits by taxing authorities. This process also requires management to make assessments regarding the timing and probability of the ultimate tax impact from which actual results may differ. The Company records valuation allowances on deferred tax assets if it is determined that it is more likely than not that the asset will not be realized. See Note 21 to the consolidated financial statements for additional information.

GREAT PLAINS ENERGY RESULTS OF OPERATIONS

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

	2017	2016	2015
	(millions)		
Operating revenues	\$ 2,708.2	\$ 2,676.0	\$ 2,502.2
Fuel and purchased power	(608.6)	(590.1)	(608.7)
Transmission	(105.7)	(84.8)	(89.1)
Other operating expenses	(987.4)	(1,003.2)	(943.9)
Costs to achieve the anticipated merger with Westar	(31.8)	(34.2)	—
Depreciation and amortization	(371.1)	(344.8)	(330.4)
Operating income	603.6	618.9	530.1
Non-operating income and expenses	19.3	2.8	3.7
Loss on Series B Preferred Stock dividend make-whole provisions	(124.8)	—	—
Loss on extinguishment of debt	(82.8)	—	—
Interest charges	(290.7)	(161.5)	(199.3)
Income tax expense	(233.3)	(172.2)	(122.7)
Income from equity investments	2.5	2.0	1.2
Net income (loss)	(106.2)	290.0	213.0
Preferred dividends and redemption premium	(37.3)	(16.5)	(1.6)
Earnings (loss) available for common shareholders	\$ (143.5)	\$ 273.5	\$ 211.4
Reconciliation of gross margin to operating revenues:			
Operating revenues	\$ 2,708.2	\$ 2,676.0	\$ 2,502.2
Fuel and purchased power	(608.6)	(590.1)	(608.7)
Transmission	(105.7)	(84.8)	(89.1)
Gross margin ^(a)	\$ 1,993.9	\$ 2,001.1	\$ 1,804.4

^(a) Gross margin is a non-GAAP financial measure. See explanation of gross margin below.

2017 Compared to 2016

Electric Utility Segment

Electric Utility's net income decreased \$35.2 million in 2017 compared to 2016 primarily due to:

- a \$7.2 million decrease in gross margin driven by cooler weather and a performance incentive for energy efficiency programs under the Missouri Energy Efficiency Investment Act (MEEIA), primarily recognized in 2016; partially offset by an increase in weather-normalized retail demand, an increase in the recovery of program costs for energy efficiency programs under MEEIA, favorable arbitration and insurance settlements in 2017 and an increase in other margin items;
- an \$8.2 million decrease in other operating expense primarily driven by a decrease in plant operating and maintenance expense and a decrease in injuries and damages expense primarily due to settled litigation; partially offset by an increase in program costs for energy efficiency programs under MEEIA;
- a \$26.3 million increase in depreciation and amortization expense primarily driven by capital additions; and
- a \$5.1 million increase in income tax expense primarily driven by the revaluation of KCP&L's and GMO's deferred income taxes not included in rate base as a result of the enactment of U.S. federal income tax reform in December 2017 and decreased wind production tax credits in 2017; partially offset by decreased pre-tax income.

Corporate and Other Activities

Great Plains Energy's corporate and other activities net loss increased \$381.8 million in 2017 compared to 2016 primarily due to:

- \$7.5 million of other operating expenses for the settlement of litigation at MPS Merchant in 2016;
- a \$2.3 million decrease in operating expenses for costs to achieve the anticipated merger with Westar;
- a \$130.8 million increase in interest charges due to:
 - an \$81.2 million decrease in the mark-to-market gain on deal contingent interest rate swaps entered into in June 2016 to hedge against interest rate fluctuations prior to Great Plains Energy's issuance of \$4.3 billion senior notes in March 2017; and
 - a \$49.6 million increase in costs incurred to finance the acquisition of Westar under the Original Merger Agreement including \$59.1 million of interest on Great Plains Energy's \$4.3 billion senior notes issued in March 2017 and redeemed in July 2017 and a decrease of \$9.2 million of fees and expenses for a bridge term loan facility;
- a \$33.6 million increase in non-operating income due to \$14.0 million of mark-to-market gains on deal contingent interest rate swaps and an increase of \$19.6 million of interest income earned on increased cash and cash equivalents at Great Plains Energy in 2017 related to the proceeds from Great Plains Energy's October 2016 common stock and Series B Preferred Stock offerings and March 2017 issuance of \$4.3 billion of senior notes;
- a \$15.0 million increase in non-operating expenses due to the write-off of previously deferred offering fees as a result of the termination of the stock purchase agreement for \$750 million of Series A Preferred Stock between Great Plains Energy and OCM Credit Portfolio LP (OMERS) in July 2017;
- a \$124.8 million loss on the settlement of the Series B Preferred Stock dividend make-whole provisions in connection with the redemption of Great Plains Energy's Series B Preferred Stock in August 2017;
- an \$82.8 million loss on extinguishment of debt due to Great Plains Energy's redemption of its \$4.3 billion senior notes in July 2017;
- a \$66.2 million increase in income tax expense related to these items;
- a \$21.9 million increase in reductions to earnings available for common shareholders primarily due to preferred stock dividend requirements and the redemption premium for Great Plains Energy's Series B Preferred Stock issued in October 2016 and redeemed in August 2017; and
- a \$119.2 million increase in income tax expense due to the enactment of U.S. federal income tax reform in December 2017, consisting of \$110.1 million related to the revaluation of GMO's non-regulated deferred income tax assets and \$9.1 million of income tax expense related to the reassessment of the valuation allowance needed for the realization of refundable AMT credits and state net operating loss (NOL) carryforwards.

2016 Compared to 2015

Electric Utility Segment

Electric Utility's net income increased \$68.3 million in 2016 compared to 2015 primarily due to:

- a \$196.7 million increase in gross margin driven by new retail rates and cost recovery mechanisms, warmer weather and an increase in the recovery of program costs and throughput disincentive as well as a performance incentive for energy efficiency programs under MEEIA, partially offset by a decrease in weather-normalized retail demand;
- a \$50.0 million increase in other operating expenses driven by an increase in pension expense, an increase in program costs for energy efficiency programs under MEEIA, an increase in plant operating and maintenance expense, an increase in injuries and damages expense and an increase in general taxes driven by higher property taxes and higher gross receipts taxes due to an increase in retail revenues;
- \$15.9 million of operating expenses for costs to achieve the anticipated merger with Westar;

- a \$14.4 million increase in depreciation and amortization expense driven by capital additions;
- a \$5.2 million increase in interest charges primarily due to an increase in interest expense in 2016 related to KCP&L's issuance of \$350 million of 3.65% Senior Notes in August 2015; partially offset by a decrease in interest expense due to KCP&L's purchase in lieu of redemption of its \$50.0 million and \$21.9 million Environmental Improvement Revenue Refunding (EIRR) Series 2005 bonds in September 2015; and
- a \$43.5 million increase in income tax expense driven by an increase in pre-tax income.

Corporate and Other Activities

Great Plains Energy's corporate and other activities net loss increased \$6.2 million in 2016 compared to 2015 primarily due to:

- \$7.5 million of other operating expenses for the settlement of litigation at MPS Merchant in 2016;
- \$18.3 million of operating expenses for costs to achieve the anticipated merger with Westar;
- \$35.9 million of interest charges for fees incurred for a bridge term loan facility;
- a \$79.3 million mark-to-market gain on interest rate swaps entered into in June 2016 to hedge against interest rate fluctuations on future issuances of long-term debt expected to be issued to finance a portion of the cash consideration for the acquisition of Westar under the Original Merger Agreement;
- \$3.2 million of interest income earned on the proceeds from Great Plains Energy's October 2016 common stock and depositary share offerings;
- \$12.7 million of income tax expense related to these items; and
- \$15.4 million of reductions to earnings available for common shareholders consisting of \$14.8 million of dividends on Great Plains Energy's Series B Preferred Stock issued in October 2016 and \$0.6 million related to the redemption of Great Plains Energy's cumulative preferred stock in August 2016.

Gross Margin

Gross margin is a financial measure that is not calculated in accordance with GAAP. Gross margin, as used by Great Plains Energy and KCP&L, is defined as operating revenues less fuel and purchased power and transmission. Expenses for fuel and purchased power and certain transmission costs, offset by wholesale sales margin, are subject to recovery through cost adjustment mechanisms. As a result, operating revenues increase or decrease in relation to a significant portion of these expenses. Management believes that gross margin provides a meaningful basis for evaluating Electric Utility's operations across periods because gross margin excludes the revenue effect of fluctuations in these expenses. Gross margin is used internally to measure performance against budget and in reports for management and the Great Plains Energy Board. The Companies' definition of gross margin may differ from similar terms used by other companies.

ELECTRIC UTILITY RESULTS OF OPERATIONS

The following table summarizes Electric Utility's results of operations.

	2017	2016	2015
	(millions)		
Operating revenues	\$ 2,708.2	\$ 2,676.0	\$ 2,502.2
Fuel and purchased power	(608.6)	(590.1)	(608.7)
Transmission	(105.7)	(84.8)	(89.1)
Other operating expenses	(982.0)	(990.2)	(940.2)
Costs to achieve the anticipated merger with Westar	(15.7)	(15.9)	—
Depreciation and amortization	(371.1)	(344.8)	(330.4)
Operating income	625.1	650.2	533.8
Non-operating income and expenses	(1.9)	2.3	1.7
Interest charges	(196.9)	(196.1)	(190.9)
Income tax expense	(169.4)	(164.3)	(120.8)
Net income	\$ 256.9	\$ 292.1	\$ 223.8
Reconciliation of gross margin to operating revenue:			
Operating revenues	\$ 2,708.2	\$ 2,676.0	\$ 2,502.2
Fuel and purchased power	(608.6)	(590.1)	(608.7)
Transmission	(105.7)	(84.8)	(89.1)
Gross margin ^(a)	\$ 1,993.9	\$ 2,001.1	\$ 1,804.4

^(a) Gross margin is a non-GAAP financial measure. See explanation of gross margin under Great Plains Energy's Results of Operations.

Electric Utility Gross Margin and MWh Sales

The following tables summarize Electric Utility's gross margin and MWhs sold.

Gross Margin ^(a)	2017	% Change ^(c)	2016	% Change ^(c)	2015
Retail revenues					
Residential	\$ 1,088.5	—	\$ 1,092.5	9	\$ 1,006.2
Commercial	1,092.6	2	1,066.0	6	1,001.0
Industrial	238.3	4	229.6	3	222.3
Other retail revenues	18.7	(10)	20.9	3	20.4
Provision for rate refund	10.7	N/M	(9.6)	N/M	—
Energy efficiency (MEEIA) ^(b)	66.4	(17)	80.0	55	51.5
Total retail	2,515.2	1	2,479.4	8	2,301.4
Wholesale revenues	131.8	(7)	142.0	(3)	147.1
Other revenues	61.2	12	54.6	2	53.7
Operating revenues	2,708.2	1	2,676.0	7	2,502.2
Fuel and purchased power	(608.6)	3	(590.1)	(3)	(608.7)
Transmission	(105.7)	25	(84.8)	(5)	(89.1)
Gross margin	\$ 1,993.9	—	\$ 2,001.1	11	\$ 1,804.4

^(a) Gross margin is a non-GAAP financial measure. See explanation of gross margin under Great Plains Energy's Results of Operations.

^(b) Consists of recovery of program costs of \$55.0 million, \$49.3 million and \$42.9 million for 2017, 2016 and 2015, respectively, that have a direct offset in utility operating and maintenance expenses, recovery of throughput disincentive of \$11.2 million, \$15.1 million and \$8.6 million for 2017, 2016 and 2015, respectively, and a performance incentive of \$0.2 million and \$15.6 million for 2017 and 2016, respectively.

^(c) N/M - not meaningful

MWh Sales	2017	% Change	2016	% Change	2015
Retail MWh sales			(thousands)		
Residential	8,564	(2)	8,774	2	8,585
Commercial	10,695	(1)	10,796	—	10,777
Industrial	3,105	(1)	3,149	(1)	3,191
Other retail MWh sales	102	(11)	115	(1)	116
Total retail	22,466	(2)	22,834	1	22,669
Wholesale MWh sales	7,241	3	7,063	9	6,512
Total MWh sales	29,707	(1)	29,897	3	29,181

Electric Utility's residential customers' usage is significantly affected by weather. Bulk power sales, the major component of wholesale sales, vary with system requirements, generating unit availability, transmission availability, fuel costs, and requirements of other electric systems. Electric Utility's revenues contain certain recovery mechanisms as follows:

- KCP&L's Kansas retail rates contain an Energy Cost Adjustment (ECA) tariff. The ECA tariff reflects the projected annual amounts of fuel, purchased power, emission allowances and asset-based off-system sales margin. These projected amounts are subject to quarterly re-forecasts. Any difference between the ECA revenue collected and the actual ECA amounts for a given year (which may be positive or negative) is recorded either as a reduction of fuel and purchased power expense (for under-recoveries) or a reduction of retail revenues (for over-recoveries) and deferred as a regulatory asset or liability to be recovered from or refunded to Kansas electric retail customers over twelve months beginning April 1 of the succeeding year.
- KCP&L's Kansas retail rates contain a Transmission Delivery Charge (TDC) rider. The TDC tariff reflects a mixture of historical and projected costs related to transmission service, certain RTO fees, transmission rate base, and transmission operating and maintenance expense. These costs are subject to an annual true-up with a twelve month recovery period. The TDC true-up is recorded either as a reduction of transmission expense (for under-recoveries) or a reduction of retail revenues (for over-recoveries) and deferred as a regulatory asset or liability to be recovered from or refunded to KCP&L's Kansas electric retail customers. The TDC became effective in conjunction with new retail rates on October 1, 2015.
- KCP&L's Missouri retail rates contain a Fuel Adjustment Clause (FAC) tariff under which 95% of the difference between actual fuel cost, purchased power costs, certain transmission costs and off-system sales margin and the amount provided in base rates for these costs is passed along to KCP&L's customers. The FAC cycle consists of an accumulation period of six months beginning in January and July with FAC rate approval requested every six months for a twelve month recovery period. The FAC is recorded either as a reduction of fuel and purchased power expense (for under-recoveries) or a reduction of retail revenues (for over-recoveries) and deferred as a regulatory asset or liability to be recovered from or refunded to KCP&L's electric retail customers. The FAC became effective in conjunction with new retail rates on September 29, 2015.
- GMO's electric retail rates contain a FAC tariff under which 95% of the difference between actual fuel cost, purchased power costs, certain transmission costs and off-system sales margin and the amount provided in base rates for these costs is passed along to GMO's customers. The FAC cycle consists of an accumulation period of six months beginning in June and December with FAC rate approval requested every six months for a twelve month recovery period. The FAC is recorded either as a reduction of fuel and purchased power expense (for under-recoveries) or a reduction of retail revenues (for over-recoveries) and deferred as a regulatory asset or liability to be recovered from or refunded to GMO's electric retail customers.
- GMO's steam rates contain a Quarterly Cost Adjustment (QCA) under which 85% of the difference between actual fuel costs and base fuel costs is passed along to GMO's steam customers. The QCA is recorded either as a reduction of fuel and purchased power expense (for under-recoveries) or a reduction of retail revenues (for over-recoveries) and deferred as a regulatory asset or liability to be recovered from or refunded to GMO's steam customers.

Both KCP&L and GMO offer energy efficiency and demand side management programs to their Missouri retail customers under MEEIA and recover program costs, throughput disincentive and as applicable, certain performance incentives in retail rates. KCP&L and GMO recover these items through a rider mechanism. For program costs, the difference between the amount collected and actual program costs is recorded either as a reduction to utility operating and maintenance expense (for under-recoveries) or a reduction to retail revenues (for over-recoveries) and is deferred as a regulatory asset or liability to be recovered from or refunded to customers. For throughput disincentive, the difference between the amount collected and the actual throughput disincentive is recorded as an increase to or reduction of retail revenues and is deferred as a regulatory asset or liability to be recovered from or refunded to customers. The performance incentive is recorded as an increase to retail revenues and a receivable to be recovered from customers.

Electric Utility's gross margin decreased \$7.2 million in 2017 compared to 2016 driven by:

- an estimated \$53 million decrease due to cooler weather driven by a 16% decrease in cooling degree days (CDD);
- a \$15.4 million decrease in MEEIA performance incentive related to the achievement of certain energy savings levels in the first cycle of KCP&L's and GMO's MEEIA programs, which was primarily recognized in 2016;
- an estimated \$33 million increase due to weather-normalized retail demand;
- a \$5.7 million increase for recovery of program costs for energy efficiency programs under MEEIA, which have a direct offset in utility operating and maintenance expense;
- \$6.3 million of favorable arbitration and insurance settlements in 2017 that did not pass through KCP&L's fuel recovery mechanism in Missouri; and
- an estimated \$16 million increase in other margin items.

Electric Utility's gross margin increased \$196.7 million in 2016 compared to 2015 primarily driven by:

- an estimated \$111 million increase due to new retail rates and an estimated \$37 million increase due to new cost recovery mechanisms for KCP&L in Missouri effective September 29, 2015, and in Kansas effective October 1, 2015;
- an estimated \$38 million increase due to warmer weather with a 16% increase in CDD in 2016;
- a \$6.4 million increase for recovery of program costs for energy efficiency programs under MEEIA, which have a direct offset in utility operating and maintenance expense;
- a \$6.5 million increase in MEEIA throughput disincentive;
- a \$15.6 million MEEIA performance incentive recognized in 2016 related to the achievement of certain energy savings levels in the first cycle of KCP&L's and GMO's MEEIA programs; and
- an estimated \$9 million decrease due to a decrease in weather-normalized retail demand.

The following table provides CDD and heating degree days (HDD) for the last three years at the Kansas City International Airport. CDD and HDD are used to reflect the demand for energy to cool or heat homes and buildings.

	2017	% Change	2016	% Change	2015
CDD	1,325	(16)	1,585	16	1,370
HDD	4,381	2	4,296	(6)	4,578

Electric Utility Other Operating Expenses (including utility operating and maintenance expenses, general taxes and other)

Electric Utility's other operating expenses decreased \$8.2 million in 2017 compared to 2016 primarily driven by:

- a \$6.2 million decrease in plant operating and maintenance expense;
- a \$10.5 million decrease in injuries and damages expense primarily due to settled litigation in 2017 in which actual losses were less than estimated; and
- a \$5.7 million increase in program costs for energy efficiency programs under MEEIA, which have a direct offset in revenue.

Electric Utility's other operating expenses increased \$50.0 million in 2016 compared to 2015 primarily driven by:

- a \$4.8 million increase in pension expense corresponding to the resetting of pension expense trackers with the effective date of new retail rates;
- a \$6.4 million increase in program costs for energy efficiency programs under MEEIA, which have a direct offset in revenue;
- a \$4.9 million increase in plant operating and maintenance expense;
- a \$7.9 million increase in injuries and damages expense primarily due to an increase in estimated losses from an unfavorable judgment in ongoing litigation; and
- a \$13.7 million increase in general taxes driven by higher property taxes and higher gross receipts taxes due to an increase in retail revenues.

Electric Utility Depreciation and Amortization

Electric Utility's depreciation and amortization expense increased \$26.3 million and \$14.4 million in 2017 compared to 2016 and 2016 compared to 2015, respectively, primarily due to capital additions.

Electric Utility Interest Charges

Electric Utility's interest charges increased \$5.2 million in 2016 compared to 2015 primarily due to a \$7.9 million increase in interest expense related to KCP&L's issuance of \$350 million of 3.65% Senior Notes in August 2015; partially offset by a \$2.2 million decrease in interest expense due to KCP&L's purchase in lieu of redemption of its \$50.0 million and \$21.9 million EIRR Series 2005 bonds in September 2015.

Electric Utility Income Tax Expense

Electric Utility's income tax expense increased \$5.1 million in 2017 compared to 2016 primarily due to an increase of \$11.1 million related to the revaluation of KCP&L's and GMO's deferred income taxes not included in rate base as a result of the enactment of U.S. federal income tax reform in December 2017 and an increase of \$4.5 million due to decreased wind production tax credits in 2017; partially offset by a decrease of \$11.8 million due to decreased pre-tax income.

Electric Utility's income tax expense increased \$43.5 million in 2016 compared to 2015 due to increased pre-tax income.

GREAT PLAINS ENERGY SIGNIFICANT BALANCE SHEET CHANGES

(December 31, 2017 compared to December 31, 2016)

- Great Plains Energy's cash and cash equivalents decreased \$167.7 million primarily due to the redemption of Great Plains Energy's \$4.3 billion senior notes for \$4,400.1 million in July 2017, the redemption of Great Plains Energy's Series B Preferred Stock in August 2017 for \$963.4 million and the maturity of Great Plains Energy's \$100.0 million of 6.875% Senior Notes in September 2017; partially offset by the issuance of Great Plains Energy's \$4.3 billion senior notes and the maturity of a \$1.0 billion time deposit in March 2017.
- Great Plains Energy's time deposit decreased \$1.0 billion due to its maturity in March 2017.

- Great Plains Energy's plant to be retired, net increased \$143.6 million in connection with the expected retirement of GMO's Sibley No. 3 Unit. See Note 1 to the consolidated financial statements for additional information.
- Great Plains Energy's regulatory assets decreased \$134.1 million and regulatory liabilities increased \$796.4 million primarily due to an \$868.3 million decrease in net deferred income tax liabilities due to the revaluation and restatement of deferred income tax assets and liabilities included in rate base and a tax gross-up adjustment for ratemaking purposes in December 2017 as a result of the change in corporate income tax rate from U.S. federal income tax reform. See Note 6 and Note 21 to the consolidated financial statements for additional information.
- Great Plains Energy's deferred income taxes decreased \$708.0 million primarily due to the revaluation and restatement of deferred income tax assets and liabilities and a tax gross-up adjustment for ratemaking purposes in December 2017 as a result of the change in corporate income tax rate from U.S. federal income tax reform.
- Great Plains Energy's preference stock without par value decreased \$836.2 million due to the redemption of Great Plains Energy's Series B Preferred Stock in August 2017.

CAPITAL REQUIREMENTS AND LIQUIDITY

Great Plains Energy operates through its subsidiaries and has no material assets other than the stock of its subsidiaries and cash and cash equivalents. Great Plains Energy's ability to make payments on its debt securities and its ability to pay dividends is dependent on its receipt of dividends or other distributions from its subsidiaries, proceeds from the issuance of its securities and borrowing under its revolving credit facility.

Great Plains Energy's capital requirements are principally comprised of debt maturities and Electric Utility's construction and other capital expenditures. These items as well as additional cash and capital requirements, including requirements related to the anticipated merger with Westar, are discussed below.

Great Plains Energy's liquid resources at December 31, 2017, consisted of \$1.1 billion of cash and cash equivalents on hand and \$856.4 million of available borrowing capacity from unused bank lines of credit and receivable sale agreements. The available borrowing capacity consisted of \$188.0 million from Great Plains Energy's revolving credit facility, \$429.8 million from KCP&L's credit facilities and \$238.6 million from GMO's credit facilities. See Notes 4 and 11 to the consolidated financial statements for more information regarding the receivable sale agreements and revolving credit facilities, respectively. Generally, Great Plains Energy uses these liquid resources to meet its day-to-day cash flow requirements, and from time to time issues equity and/or long-term debt to repay short-term debt or increase cash balances.

The \$1.1 billion of cash and cash equivalents on hand at December 31, 2017, is primarily the result of Great Plains Energy's common stock offering in October 2016, the proceeds of which were to be used to fund a portion of the cash consideration for the acquisition of Westar under the Original Merger Agreement. Great Plains Energy also expects to receive \$140.6 million in proceeds from its deal contingent interest rate swaps upon the closing of the anticipated merger with Westar. Under the Amended Merger Agreement, Great Plains Energy is required to have not less than \$1.25 billion in cash and cash equivalents on its balance sheet at the closing of the anticipated merger with Westar. It is expected that this excess cash will be returned to shareholders of the combined company through the repurchase of common stock over time after the closing of the anticipated merger.

Great Plains Energy intends to meet day-to-day cash flow requirements including interest payments, retirement of maturing debt, construction requirements, dividends and pension benefit plan funding requirements with a combination of internally generated funds and proceeds from short-term debt. From time to time, Great Plains Energy issues equity and/or long-term debt to repay short-term debt or increase cash balances. Great Plains Energy's intention to meet a portion of these requirements with internally generated funds may be impacted by the effect of inflation on operating expenses, the level of MWh sales, regulatory actions, compliance with

environmental regulations and the availability of generating units. In addition, Great Plains Energy may issue equity, equity-linked securities and/or debt to finance growth.

Cash Flows from Operating Activities

Great Plains Energy generated positive cash flows from operating activities for the periods presented. The \$26.5 million increase in cash flows from operating activities for Great Plains Energy in 2017 compared to 2016 was primarily driven by a \$35.5 million decrease in the under recovery of costs subject to fuel recovery mechanisms partially offset by an increase in Great Plains Energy's pension funding contributions of \$7.1 million. Other changes in working capital are detailed in Note 3 to the consolidated financial statements. The individual components of working capital vary with normal business cycles and operations.

The \$30.9 million increase in cash flows from operating activities for Great Plains Energy in 2016 compared to 2015 was primarily driven by new retail rates for KCP&L and warmer weather.

Cash Flows from Investing Activities

Great Plains Energy's cash used for investing activities varies with the timing of utility capital expenditures and purchases of investments and nonutility property.

In 2017, Great Plains Energy received \$1.0 billion for proceeds from the maturity of a time deposit.

In 2016, Great Plains Energy purchased a \$1.0 billion time deposit with a portion of the proceeds from its October 2016 common stock and depositary share offerings.

Great Plains Energy's utility capital expenditures decreased \$67.7 million in 2016 compared to 2015 primarily due to a decrease in cash utility capital expenditures related to infrastructure and system improvements.

Cash Flows from Financing Activities

Great Plains Energy's cash flows from financing activities in 2017 reflects gross proceeds of \$4.6 billion from the issuance of Great Plains Energy's \$4.3 billion senior notes in March 2017 and KCP&L's issuance of \$300.0 million of 4.20% unsecured Senior Notes in June 2017; \$38.3 million in issuance fees related to the issuance of senior notes; \$4.7 billion of long-term debt repayments from the maturity of KCP&L's \$250.0 million of 5.85% unsecured Senior Notes in June 2017, the redemption of Great Plains Energy's \$4.3 billion senior notes and a \$43.0 million redemption premium in July 2017, the maturity of KCP&L's \$31.0 million secured Series 1992 EIRR in July 2017 and the maturity of Great Plains Energy's \$100.0 million of 6.875% unsecured Senior Notes in September 2017; a \$78.0 million increase in dividends paid in 2017 compared to 2016 primarily due to Great Plains Energy's October 2016 common stock and depositary share offerings; and the \$963.4 million redemption of Series B Preferred Stock in August 2017.

Great Plains Energy's cash flows from financing activities in 2016 reflect gross proceeds of \$1.6 billion from the issuance of 60.5 million shares of common stock at a public offering price of \$26.45 per share and gross proceeds of \$862.5 million from the issuance of 17.3 million depositary shares each representing a 1/20th interest in a share of Great Plains Energy's Series B Preferred Stock at \$50 per depositary share. Great Plains Energy paid \$40.1 million for the redemption of its 390,000 shares of cumulative preferred stock and \$143.6 million in issuance fees related to common stock and depositary share issuances, establishing Great Plains Energy's bridge term loan facility and a payment to OMERS pursuant to a stock purchase agreement.

Impact of Credit Ratings on Liquidity

The ratings of Great Plains Energy's, KCP&L's and GMO's securities by the credit rating agencies impact their liquidity, including the cost of borrowings under their revolving credit agreements and in the capital markets. The Companies view maintenance of strong credit ratings as extremely important to their access to and cost of debt financing and to that end maintain an active and ongoing dialogue with the agencies with respect to results of operations, financial position and future prospects. While a decrease in these credit ratings would not cause any acceleration of Great Plains Energy's, KCP&L's or GMO's debt, it could increase interest charges under Great Plains Energy's, KCP&L's and GMO's revolving credit agreements. A decrease in credit ratings could also have,

among other things, an adverse impact, which could be material, on Great Plains Energy's, KCP&L's and GMO's access to capital, the cost of funds, the ability to recover actual interest costs in state regulatory proceedings, the type and amounts of collateral required under supply agreements and Great Plains Energy's ability to provide credit support for its subsidiaries.

As of February 21, 2018, the major credit rating agencies rated Great Plains Energy's, KCP&L's and GMO's securities as detailed in the following table.

	Moody's Investors Service	S&P Global Ratings
Great Plains Energy		
Outlook	Stable	Positive
Corporate Credit Rating	-	BBB+
Senior Unsecured Debt	Baa2	BBB
KCP&L		
Outlook	Stable	Positive
Senior Secured Debt	A2	A
Senior Unsecured Debt	Baa1	BBB+
Commercial Paper	P-2	A-2
GMO		
Outlook	Stable	Positive
Senior Unsecured Debt	Baa2	BBB+
Commercial Paper	P-2	A-2

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

Financing Authorization

Under stipulations with the MPSC and KCC, Great Plains Energy and KCP&L maintain common equity at not less than 30% and 35%, respectively, of total capitalization (including only the amount of short-term debt in excess of the amount of construction work in progress).

KCP&L's long-term financing activities are subject to the authorization of the MPSC. In May 2017, the MPSC authorized KCP&L to issue up to \$350.0 million of long-term debt through December 31, 2017. At December 31, 2017, KCP&L had utilized \$300.0 million of this authorization. In February 2018, the MPSC authorized KCP&L to issue up to \$750.0 million of long-term debt through September 30, 2019, to replace the authorization which expired on December 31, 2017.

KCP&L's and GMO's short-term financing activities are subject to the authorization of FERC. In November 2016, FERC authorized KCP&L to have outstanding at any one time up to a total of \$1.0 billion in short-term debt instruments through December 2018. At December 31, 2017, there was \$832.5 million available under this authorization. In February 2016, FERC authorized GMO to have outstanding at any one time up to a total of \$750.0 million in short-term debt instruments through March 2018. At December 31, 2017, there was \$540.7 million available under this authorization. In December 2017, GMO filed a request with FERC to have outstanding at any one time up to \$750.0 million in short-term debt instruments through March 2020.

KCP&L and GMO are also authorized by FERC to participate in the Great Plains Energy money pool, an internal financing arrangement in which funds may be lent on a short-term basis to KCP&L and GMO. At December 31, 2017, there were no outstanding payables under the money pool.

Significant Financing Activities**Great Plains Energy**

Great Plains Energy has an effective shelf registration statement for the sale of unlimited amounts of securities with the SEC that became effective in March 2015 and expires in March 2018. Great Plains Energy does not expect to replace this shelf registration statement prior to the closing of the anticipated merger with Westar.

In March 2017, Great Plains Energy issued \$4.3 billion of senior notes and as a result of the Amended Merger Agreement, redeemed the senior notes in July 2017. See Note 12 to the consolidated financial statements for more information on the redemption of the senior notes.

In August 2017, as a result of the Amended Merger Agreement, Great Plains Energy redeemed its Series B Preferred Stock. See Note 14 to the consolidated financial statements for more information on the redemption of the Series B Preferred Stock.

In September 2017, Great Plains Energy repaid its \$100.0 million of 6.875% unsecured Senior Notes at maturity.

KCP&L

KCP&L has an effective shelf registration statement providing for the sale of unlimited amounts of notes and mortgage bonds with the SEC that was filed and became effective in March 2015 and expires in March 2018. Upon expiration of this registration statement, KCP&L intends to file a new shelf registration statement with the SEC providing for the sale of up to \$1.1 billion in aggregate principal amount of notes and mortgage bonds.

In June 2017, KCP&L issued, at a discount, \$300.0 million of 4.20% unsecured Senior Notes, maturing in 2047, with proceeds used to repay \$250.0 million of 5.85% Senior Notes that matured in June 2017 and \$31.0 million of secured Series 1992 EIRR bonds that matured in July 2017.

Debt Agreements

See Note 11 to the consolidated financial statements for information regarding revolving credit facilities.

Projected Utility Capital Expenditures

Great Plains Energy's cash utility capital expenditures, excluding Allowance for Funds Used During Construction (AFUDC) to finance construction, were \$573.5 million, \$609.4 million and \$677.1 million in 2017, 2016 and 2015, respectively. Utility capital expenditures represent a significant portion of Great Plains Energy's capital requirements. Utility capital expenditures projected for the next five years include improvements to generating, distribution and transmission facilities, software upgrades and expenditures for environmental projects at coal-fired power plants. Great Plains Energy intends to meet these capital requirements with a combination of internally generated funds and proceeds from short-term and long-term debt.

Utility capital expenditures projected for the next five years, excluding AFUDC, are detailed in the following table. This utility capital expenditure plan is subject to continual review and change.

	2018	2019	2020	2021	2022
	(millions)				
Generating facilities	\$ 165.8	\$ 170.2	\$ 151.4	\$ 139.8	\$ 151.7
Distribution and transmission facilities	246.7	256.6	245.7	284.7	235.2
General facilities	100.2	108.8	93.4	87.5	71.0
Nuclear fuel	21.4	24.7	43.8	25.4	24.8
Environmental	14.6	2.8	7.7	20.1	63.1
Total utility capital expenditures	\$ 548.7	\$ 563.1	\$ 542.0	\$ 557.5	\$ 545.8

Pensions

The Company incurs significant costs in providing defined benefit plans for substantially all active and inactive employees of KCP&L and GMO and its 47% ownership share of WCNO's defined benefit plans. Funding of the

plans follows legal and regulatory requirements with funding equaling or exceeding the minimum requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

In 2017 and 2016, the Company contributed \$76.9 million and \$69.8 million to the pension plans, respectively, and expects to contribute \$84.0 million in 2018 to satisfy ERISA funding requirements and the MPSC and KCC rate orders, the majority of which is expected to be paid by KCP&L. Additional contributions to the plans are expected beyond 2018 in amounts at least sufficient to meet the greater of ERISA or regulatory funding requirements; however, these amounts have not yet been determined.

Additionally, the Company provides post-retirement health and life insurance benefits for certain retired employees and expects to make benefit contributions of \$4.6 million under the provisions of these plans in 2018, the majority of which is expected to be paid by KCP&L.

Management believes the Company has adequate access to capital resources through cash flows from operations or through existing lines of credit to support these funding requirements.

Supplemental Capital Requirements and Liquidity Information

The information in the following table is provided to summarize Great Plains Energy's cash obligations and commercial commitments.

Payment due by period	2018	2019	2020	2021	2022	After 2022	Total
Long-term debt	(millions)						
Principal	\$ 351.1	\$ 401.1	\$ 1.1	\$ 432.0	\$ 287.5	\$ 2,209.6	\$ 3,682.4
Interest	170.3	144.9	130.5	121.9	99.0	1,180.7	1,847.3
Lease commitments							
Operating leases	12.1	9.3	9.7	9.7	9.5	101.0	151.3
Capital leases	0.4	0.4	0.4	0.4	0.4	2.7	4.7
Pension and other post-retirement plans ^(a)	88.6	88.6	88.6	88.6	88.6	(a)	443.0
Purchase commitments							
Fuel	210.4	180.1	67.3	5.1	37.4	80.7	581.0
Power	47.3	47.3	47.3	47.4	47.6	414.6	651.5
Other	20.9	14.7	6.7	5.5	2.4	35.9	86.1
Total contractual commitments ^(a)	\$ 901.1	\$ 886.4	\$ 351.6	\$ 710.6	\$ 572.4	\$ 4,025.2	\$ 7,447.3

^(a) The Company expects to make contributions to the pension and other post-retirement plans beyond 2022 but the amounts are not yet determined. Amounts for years after 2018 are estimates based on information available in determining the amount for 2018. Actual amounts for years after 2018 could be significantly different than the estimated amounts in the table above.

Long-term debt includes current maturities. Long-term debt principal excludes \$18.7 million of net discounts on senior notes and debt issuance costs. Variable rate interest obligations are based on rates as of December 31, 2017.

Lease commitments end in 2048. Operating lease commitments include railcars to serve jointly-owned generating units where KCP&L is the managing partner. Of the amounts included in the table above, KCP&L will be reimbursed by the other owners for approximately \$1.2 million in 2018 and approximately \$0.4 million per year from 2019 to 2025, for a total of \$4.0 million.

The Company expects to contribute \$88.6 million to the pension and other post-retirement plans in 2018, of which the majority is expected to be paid by KCP&L. Additional contributions to the plans are expected beyond 2022 in amounts at least sufficient to meet the greater of ERISA or regulatory funding requirements; however, these amounts have not yet been determined. Amounts for years after 2018 are estimates based on information available in determining the amount for 2018. Actual amounts for years after 2018 could be significantly different than the estimated amounts in the table above.

Fuel commitments consist of commitments for nuclear fuel, coal and coal transportation costs. Power commitments consist of commitments for renewable energy under power purchase agreements. Other represents individual commitments entered into in the ordinary course of business.

Great Plains Energy has other insignificant long-term liabilities recorded on its consolidated balance sheet at December 31, 2017, which do not have a definitive cash payout date and are not included in the table above.

Off-Balance Sheet Arrangements

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

At December 31, 2017, Great Plains Energy has provided \$133.5 million of credit support for GMO as follows:

- Great Plains Energy direct guarantees to GMO counterparties totaling \$38.0 million, which expire in 2018 and
- Great Plains Energy guarantees of GMO long-term debt totaling \$95.5 million, which includes debt with maturity dates ranging from 2018 to 2023.

Great Plains Energy has also guaranteed GMO's commercial paper program. At December 31, 2017, GMO had \$209.3 million commercial paper outstanding. None of the guaranteed obligations are subject to default or prepayment if GMO's credit ratings were downgraded.

At December 31, 2017, KCP&L had issued letters of credit totaling \$5.2 million as credit support to certain counterparties that expire in 2018. KCP&L has also issued \$148.1 million of letters of credit as credit support for its variable rate EIRR Bond Series 2007A and B that expire in 2018.

At December 31, 2017, GMO had issued letters of credit totaling \$2.1 million as credit support to certain counterparties that expire in 2018.

KANSAS CITY POWER & LIGHT COMPANY

MANAGEMENT'S NARRATIVE ANALYSIS OF RESULTS OF OPERATIONS

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

	2017	2016
	(millions)	
Operating revenues	\$ 1,890.7	\$ 1,875.4
Fuel and purchased power	(412.1)	(372.7)
Transmission	(68.6)	(56.4)
Other operating expenses	(689.5)	(705.8)
Costs to achieve the anticipated merger with Westar	(10.5)	(10.9)
Depreciation and amortization	(266.3)	(247.5)
Operating income	443.7	482.1
Non-operating income and expenses	3.1	4.2
Interest charges	(138.8)	(139.4)
Income tax expense	(128.2)	(121.9)
Net income	\$ 179.8	\$ 225.0
Reconciliation of gross margin to operating revenues:		
Operating revenues	\$ 1,890.7	\$ 1,875.4
Fuel and purchased power	(412.1)	(372.7)
Transmission	(68.6)	(56.4)
Gross margin ^(a)	\$ 1,410.0	\$ 1,446.3

^(a) Gross margin is a non-GAAP financial measure. See explanation of gross margin under Great Plains Energy's Results of Operations.

KCP&L Gross Margin and MWh Sales

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

	Revenues and Costs		%	MWhs Sold		%
	2017	2016		Change	2017	
Retail revenues	(millions)			(thousands)		
Residential	\$ 715.6	\$ 713.0	—	5,182	5,330	(3)
Commercial	826.5	798.5	4	7,466	7,553	(1)
Industrial	157.7	147.4	7	1,815	1,839	(1)
Other retail revenues	11.1	13.1	(15)	72	83	(14)
Provision for rate refund	0.9	0.8	16	N/A	N/A	N/A
Energy efficiency (MEEIA) ^(a)	30.1	50.9	(41)	N/A	N/A	N/A
Total retail	1,741.9	1,723.7	1	14,535	14,805	(2)
Wholesale revenues	122.9	128.9	(5)	6,788	6,629	2
Other revenues	25.9	22.8	13	N/A	N/A	N/A
Operating revenues	1,890.7	1,875.4	1	21,323	21,434	(1)
Fuel and purchased power	(412.1)	(372.7)	11			
Transmission	(68.6)	(56.4)	22			
Gross margin ^(b)	\$ 1,410.0	\$ 1,446.3	(3)			

^(a) Consists of recovery of program costs of \$24.1 million and \$31.0 million for 2017 and 2016, respectively, that have a direct offset in operating and maintenance expenses and recovery of throughput disincentive of \$6.0 million and \$9.5 million for 2017 and 2016, respectively, and a performance incentive of \$10.4 million for 2016.

^(b) Gross margin is a non-GAAP financial measure. See explanation of gross margin under Great Plains Energy's Results of Operations.

KCP&L's gross margin decreased \$36.3 million in 2017 compared to 2016 primarily driven by:

- an estimated \$42 million decrease due to cooler weather driven by a 16% decrease in CDD;
- a \$6.9 million decrease for recovery of program costs for energy efficiency programs under MEEIA, which have a direct offset in utility operating and maintenance expense;
- a \$10.4 million MEEIA performance incentive related to the achievement of certain energy savings levels in the first cycle of KCP&L's MEEIA program, which was recognized in 2016;
- \$6.3 million of favorable arbitration and insurance settlements in 2017 that did not pass through KCP&L's fuel recovery mechanism in Missouri; and
- an estimated \$14 million increase due to weather-normalized retail demand.

KCP&L Other Operating Expenses (including utility operating and maintenance expenses, general taxes and other)

KCP&L's other operating expenses decreased \$16.3 million in 2017 compared to 2016 primarily driven by:

- a \$6.9 million decrease in program costs for energy efficiency programs under MEEIA, which have a direct offset in revenue;
- a \$3.7 million decrease in plant operating and maintenance expense; and
- a \$10.6 million decrease in injuries and damages expense primarily due to settled litigation in 2017 in which actual losses were less than estimated.

KCP&L Depreciation and Amortization

KCP&L's depreciation and amortization expense increased \$18.8 million in 2017 compared to 2016 primarily due to capital additions.

KCP&L Income Tax Expense

KCP&L's income tax expense increased \$6.3 million in 2017 compared to 2016 primarily due to an increase of \$16.5 million related to the revaluation of KCP&L's deferred income taxes not included in rate base as a result of the enactment of U.S. federal income tax reform in December 2017 and an increase of \$4.5 million due to decreased wind production tax credits in 2017; partially offset by a decrease of \$15.1 million due to decreased pre-tax income.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the ordinary course of business, Great Plains Energy and KCP&L face risks that are either non-financial or non-quantifiable. Such risks principally include business, legal, operational and credit risks and are not represented in the following analysis. See Item 1A Risk Factors and Item 7 MD&A for further discussion of risk factors.

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

Hedging Strategies

Great Plains Energy and KCP&L, from time to time, utilize derivative instruments to execute risk management and hedging strategies. Derivative instruments, such as futures, forward contracts, swaps or options, derive their value

from underlying assets, indices, reference rates or a combination of these factors. These derivative instruments include negotiated contracts, which are referred to as over-the-counter derivatives, and instruments listed and traded on an exchange.

Interest Rate Risk

Great Plains Energy and KCP&L manage interest expense and short- and long-term liquidity through a combination of fixed and variable rate debt. Generally, the amount of each type of debt is managed through market issuance, but interest rate swap and cap agreements with highly rated financial institutions may also be used to achieve the desired combination. At December 31, 2017, 4% and 7%, respectively, of Great Plains Energy's and KCP&L's long-term debt was variable rate debt. Interest rates impact the fair value of long-term debt. A change in interest rates would impact Great Plains Energy and KCP&L to the extent they redeemed any of their outstanding long-term debt. Great Plains Energy's and KCP&L's book values of long-term debt were below fair value by 7% at December 31, 2017.

Great Plains Energy and KCP&L had \$376.8 million and \$167.5 million, respectively, of commercial paper outstanding at December 31, 2017. The principal amount of the commercial paper, which will vary during the year, drives Great Plains Energy's and KCP&L's commercial paper interest expense. Assuming \$376.8 million and \$167.5 million of commercial paper was outstanding for all of 2018 for Great Plains Energy and KCP&L, respectively, a hypothetical 10% increase in commercial paper rates would result in an increase in interest expense of \$0.5 million for Great Plains Energy and \$0.2 million for KCP&L in 2018. Assuming \$376.8 million and \$167.5 million of commercial paper was outstanding for all of 2018 for Great Plains Energy and KCP&L, respectively, a hypothetical 100 basis point increase in commercial paper rates would result in an increase in interest expense of \$3.8 million for Great Plains Energy and \$1.7 million for KCP&L in 2018.

Commodity Risk

Great Plains Energy and KCP&L engage in the wholesale and retail marketing of electricity and are exposed to risk associated with the price of electricity. Exposure to these risks is affected by a number of factors including the quantity and availability of fuel used for generation and the quantity of electricity customers consume. Customers' electricity usage could also vary from year to year based on the weather or other factors. Quantities of fossil fuel used for generation vary from year to year based on the availability, price and deliverability of a given fuel type as well as planned and unplanned outages at facilities that use fossil fuels.

KCP&L's wholesale operations include the physical delivery and marketing of power obtained through its generation capacity. KCP&L is required to maintain a minimum reserve margin of 12%. This net positive supply of capacity is maintained through KCP&L's generation assets, capacity agreements, power purchase agreements and peak demand reduction programs to protect KCP&L from the potential operational failure of one of its power generating units. KCP&L continually evaluates the need for additional risk mitigation measures in order to minimize its financial exposure to, among other things, spikes in wholesale power prices during periods of high demand.

KCP&L's sales include the sale of electricity to its retail customers and bulk power sales of electricity in the wholesale market. KCP&L is a member of SPP Consolidated Balancing Authority (CBA) and Integrated Marketplace (IM), which are largely responsible for the dispatch of member generating facilities and the resulting supply of energy to fulfill member load obligations. KCP&L's Kansas ECA allows for the recovery of increased fuel and purchased power costs from Kansas retail customers. KCP&L's Missouri FAC allows for KCP&L Missouri retail electric rates to be adjusted based on 95% of the difference between actual fuel and purchased power costs and the amount of fuel and purchased power costs provided in base rates. Most of the change in market prices for fuel and purchased power is recovered through the ECA or FAC, which mitigates KCP&L's commodity price exposure.

GMO is also a member of SPP's CBA and IM. GMO has an FAC that allows GMO to adjust retail electric rates based on 95% of the difference between actual fuel and purchased power costs and the amount of fuel and purchased power costs provided in base rates. Most of the change in market prices for fuel and purchased power is recovered through the FAC, which mitigates GMO's commodity price exposure.

Credit Risk - MPS Merchant

MPS Merchant is exposed to credit risk. Credit risk is measured by the loss that would be recorded if counterparties failed to perform pursuant to the terms of the contractual obligations less the value of any collateral held. MPS Merchant's counterparties are not externally rated. Credit exposure to counterparties at December 31, 2017, was \$4.5 million.

Investment Risk

KCP&L maintains trust funds, as required by the NRC, to fund its share of decommissioning the Wolf Creek nuclear power plant. As of December 31, 2017, these funds were invested primarily in domestic equity securities and fixed income securities and are reflected at fair value on KCP&L's balance sheets. The mix of securities is designed to provide returns to be used to fund decommissioning and to compensate for inflationary increases in decommissioning costs; however, the equity securities in the trusts are exposed to price fluctuations in equity markets and the value of fixed rate fixed income securities are exposed to changes in interest rates. A hypothetical increase in interest rates resulting in a hypothetical 10% decrease in the value of the fixed income securities would have resulted in a \$7.2 million reduction in the value of the decommissioning trust funds at December 31, 2017. A hypothetical 10% decrease in equity prices would have resulted in an \$18.2 million reduction in the fair value of the equity securities at December 31, 2017. KCP&L's exposure to investment risk associated with the decommissioning trust funds is in large part mitigated due to the fact that KCP&L is currently allowed to recover its decommissioning costs in its rates. If the actual return on trust assets is below the anticipated level, KCP&L could be responsible for the balance of funds required to decommission Wolf Creek; however, while there can be no assurances, management believes a rate increase would be allowed to recover decommissioning costs over the remaining life of the unit.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Great Plains Energy Incorporated

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Great Plains Energy Incorporated and subsidiaries (the "Company") as of December 31, 2017 and 2016, and the related consolidated statements of comprehensive income (loss), shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2017, and the related notes and the financial statement schedules listed in the Index at Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 21, 2018, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/DELOITTE & TOUCHE LLP

Kansas City, Missouri
February 21, 2018

We have served as the Company's auditor since 2002.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholder and the Board of Directors of Kansas City Power & Light Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Kansas City Power & Light Company and subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of comprehensive income, common shareholder's equity, and cash flows, for each of the three years in the period ended December 31, 2017, and the related notes and the financial statement schedule listed in the Index at Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 21, 2018, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/DELOITTE & TOUCHE LLP

Kansas City, Missouri
February 21, 2018

We have served as the Company's auditor since 2002.

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Comprehensive Income (Loss)

Year Ended December 31	2017	2016	2015
Operating Revenues	(millions, except per share amounts)		
Electric revenues	\$ 2,708.2	\$ 2,676.0	\$ 2,502.2
Operating Expenses			
Fuel and purchased power	608.6	590.1	608.7
Transmission	105.7	84.8	89.1
Utility operating and maintenance expenses	754.2	759.5	724.8
Costs to achieve the anticipated merger with Westar Energy, Inc.	31.8	34.2	—
Depreciation and amortization	371.1	344.8	330.4
General taxes	229.2	226.7	213.2
Other	4.0	17.0	5.9
Total	2,104.6	2,057.1	1,972.1
Operating income	603.6	618.9	530.1
Other Income (Expense)			
Non-operating income	50.7	17.1	11.7
Non-operating expenses	(31.4)	(14.3)	(8.0)
Loss on Series B Preferred Stock dividend make-whole provisions (Note 14)	(124.8)	—	—
Loss on extinguishment of debt (Note 12)	(82.8)	—	—
Total	(188.3)	2.8	3.7
Interest charges	(290.7)	(161.5)	(199.3)
Income before income tax expense and income from equity investments	124.6	460.2	334.5
Income tax expense	(233.3)	(172.2)	(122.7)
Income from equity investments, net of income taxes	2.5	2.0	1.2
Net income (loss)	(106.2)	290.0	213.0
Preferred stock dividend requirements and redemption premium	37.3	16.5	1.6
Earnings (loss) available for common shareholders	\$ (143.5)	\$ 273.5	\$ 211.4
Average number of basic common shares outstanding	215.5	169.4	154.2
Average number of diluted common shares outstanding	215.5	169.8	154.8
Basic and diluted earnings (loss) per common share	\$ (0.67)	\$ 1.61	\$ 1.37
Comprehensive Income (Loss)			
Net income (loss)	\$ (106.2)	\$ 290.0	\$ 213.0
Other comprehensive income			
Derivative hedging activity			
Reclassification to expenses, net of tax	4.9	5.6	5.7
Derivative hedging activity, net of tax	4.9	5.6	5.7
Defined benefit pension plans			
Net gain (loss) arising during period	(0.7)	(1.1)	1.0
Income tax (expense) benefit	(0.2)	0.4	(0.4)
Net gain (loss) arising during period, net of tax	(0.9)	(0.7)	0.6
Amortization of net losses included in net periodic benefit costs, net of tax	0.4	0.5	0.4
Change in unrecognized pension expense, net of tax	(0.5)	(0.2)	1.0
Total other comprehensive income	4.4	5.4	6.7
Comprehensive income (loss)	\$ (101.8)	\$ 295.4	\$ 219.7

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

GREAT PLAINS ENERGY INCORPORATED
Consolidated Balance Sheets

	December 31	
	2017	2016
ASSETS	(millions, except share amounts)	
Current Assets		
Cash and cash equivalents	\$ 1,125.4	\$ 1,293.1
Time deposit	—	1,000.0
Receivables, net	151.7	166.0
Accounts receivable pledged as collateral	180.0	172.4
Fuel inventories, at average cost	103.2	108.8
Materials and supplies, at average cost	171.2	162.2
Deferred refueling outage costs	6.8	22.3
Interest rate derivative instruments	91.4	79.3
Prepaid expenses and other assets	33.4	55.4
Total	1,863.1	3,059.5
Utility Plant, at Original Cost		
Electric	13,674.1	13,597.7
Less - accumulated depreciation	5,224.0	5,106.9
Net utility plant in service	8,450.1	8,490.8
Construction work in progress	458.6	403.9
Plant to be retired, net	143.6	—
Nuclear fuel, net of amortization of \$204.2 and \$172.1	72.4	62.0
Total	9,124.7	8,956.7
Investments and Other Assets		
Nuclear decommissioning trust fund	258.4	222.9
Regulatory assets	913.9	1,048.0
Goodwill	169.0	169.0
Other	128.8	113.9
Total	1,470.1	1,553.8
Total	\$ 12,457.9	\$ 13,570.0

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

GREAT PLAINS ENERGY INCORPORATED
Consolidated Balance Sheets

	December 31	
	2017	2016
(millions, except share amounts)		
LIABILITIES AND CAPITALIZATION		
Current Liabilities		
Notes payable	\$ 11.0	\$ —
Collateralized note payable	180.0	172.4
Commercial paper	376.8	334.8
Current maturities of long-term debt	351.1	382.1
Accounts payable	340.0	323.7
Accrued taxes	35.1	33.3
Accrued interest	42.8	50.8
Accrued compensation and benefits	50.1	52.1
Pension and post-retirement liability	2.7	3.0
Other	59.2	32.6
Total	1,448.8	1,384.8
Deferred Credits and Other Liabilities		
Deferred income taxes	621.7	1,329.7
Deferred tax credits	124.8	126.2
Asset retirement obligations	262.5	316.0
Pension and post-retirement liability	535.0	488.3
Regulatory liabilities	1,106.3	309.9
Other	81.4	87.9
Total	2,731.7	2,658.0
Capitalization		
Great Plains Energy shareholders' equity		
Common stock - 600,000,000 shares authorized without par value 215,801,723 and 215,479,105 shares issued, stated value	4,233.1	4,217.0
Preference stock - 11,000,000 shares authorized without par value 7.00% Series B Mandatory Convertible Preferred Stock \$1,000 per share liquidation preference, 0 and 862,500 shares issued and outstanding	—	836.2
Retained earnings	737.9	1,119.2
Treasury stock - 137,589 and 128,087 shares, at cost	(4.0)	(3.8)
Accumulated other comprehensive loss	(2.2)	(6.6)
Total shareholders' equity	4,964.8	6,162.0
Long-term debt (Note 12)	3,312.6	3,365.2
Total	8,277.4	9,527.2
Commitments and Contingencies (Note 15)		
Total	\$ 12,457.9	\$ 13,570.0

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

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Cash Flows

Year Ended December 31	2017	2016	2015
Cash Flows from Operating Activities		(millions)	
Net income (loss)	\$ (106.2)	\$ 290.0	\$ 213.0
Adjustments to reconcile income (loss) to net cash from operating activities:			
Depreciation and amortization	371.1	344.8	330.4
Amortization of:			
Nuclear fuel	32.1	26.6	26.8
Other	63.9	77.5	47.7
Deferred income taxes, net	235.4	170.1	124.9
Investment tax credit amortization	(1.4)	(1.4)	(1.4)
Income from equity investments, net of income taxes	(2.5)	(2.0)	(1.2)
Fair value impacts of interest rate swaps	(12.1)	(79.3)	—
Loss on Series B Preferred Stock dividend make-whole provisions (Note 14)	124.8	—	—
Loss on extinguishment of debt (Note 12)	82.8	—	—
Other operating activities (Note 3)	22.6	(42.3)	12.9
Net cash from operating activities	810.5	784.0	753.1
Cash Flows from Investing Activities			
Utility capital expenditures	(573.5)	(609.4)	(677.1)
Allowance for borrowed funds used during construction	(7.4)	(6.8)	(5.8)
Purchases of nuclear decommissioning trust investments	(33.6)	(31.9)	(50.9)
Proceeds from nuclear decommissioning trust investments	30.3	28.6	47.6
Purchase of time deposit	—	(1,000.0)	—
Proceeds from time deposit	1,000.0	—	—
Other investing activities	(45.6)	(64.0)	(48.2)
Net cash from investing activities	370.2	(1,683.5)	(734.4)
Cash Flows from Financing Activities			
Issuance of common stock	2.9	1,603.7	3.0
Issuance of preferred stock	—	862.5	—
Issuance of long-term debt	4,591.1	—	348.8
Issuance of long-term debt from remarketing	—	—	146.5
Repayment of long-term debt from remarketing	—	—	(146.5)
Issuance fees	(38.3)	(143.6)	(3.0)
Repayment of long-term debt, including redemption premium	(4,725.1)	(1.1)	(87.0)
Net change in short-term borrowings	53.0	100.8	(128.3)
Net change in collateralized short-term borrowings	7.6	(2.6)	4.0
Dividends paid	(272.0)	(194.0)	(155.5)
Redemption of preferred stock	(963.4)	(40.1)	—
Other financing activities	(4.2)	(4.3)	(2.4)
Net cash from financing activities	(1,348.4)	2,181.3	(20.4)
Net Change in Cash and Cash Equivalents	(167.7)	1,281.8	(1.7)
Cash and Cash Equivalents at Beginning of Year	1,293.1	11.3	13.0
Cash and Cash Equivalents at End of Year	\$ 1,125.4	\$ 1,293.1	\$ 11.3

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

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Shareholders' Equity

Year Ended December 31	2017		2016		2015	
	Shares	Amount	Shares	Amount	Shares	Amount
Common Stock						
	(millions, except share amounts)					
Beginning balance	215,479,105	\$ 4,217.0	154,504,900	\$ 2,646.7	154,254,037	\$ 2,639.3
Issuance of common stock	322,618	11.7	60,974,205	1,565.3	250,863	6.6
Equity compensation expense, net of forfeitures		5.4		4.3		1.9
Unearned Compensation						
Issuance of restricted common stock		(2.3)		(2.8)		(2.4)
Forfeiture of restricted common stock		0.7		—		0.5
Compensation expense recognized		2.1		2.7		1.8
Other		(1.5)		0.8		(1.0)
Ending balance	215,801,723	4,233.1	215,479,105	4,217.0	154,504,900	2,646.7
Cumulative Preferred Stock						
Beginning balance	—	—	390,000	39.0	390,000	39.0
Redemption of cumulative preferred stock	—	—	(390,000)	(39.0)	—	—
Ending balance	—	—	—	—	390,000	39.0
Preference Stock						
Beginning balance	862,500	836.2	—	—	—	—
Issuance of Series B Preferred Stock	—	—	862,500	836.2	—	—
Redemption of Series B Preferred Stock	(862,500)	(836.2)	—	—	—	—
Ending balance	—	—	862,500	836.2	—	—
Retained Earnings						
Beginning balance		1,119.2		1,024.4		967.8
Net income (loss)		(106.2)		290.0		213.0
Redemption premium on preferred stock		(2.4)		(0.6)		—
Dividends:						
Common stock (\$1.10, \$1.0625 and \$0.9975 per share)		(237.1)		(181.0)		(153.9)
Preferred stock - at required rates		(34.9)		(13.0)		(1.6)
Performance shares		(0.7)		(0.6)		(0.9)
Ending balance		737.9		1,119.2		1,024.4
Treasury Stock						
Beginning balance	(128,087)	(3.8)	(101,229)	(2.6)	(91,281)	(2.3)
Treasury shares acquired	(149,544)	(4.3)	(138,021)	(4.1)	(76,468)	(2.0)
Treasury shares reissued	140,042	4.1	111,163	2.9	66,520	1.7
Ending balance	(137,589)	(4.0)	(128,087)	(3.8)	(101,229)	(2.6)
Accumulated Other Comprehensive Income (Loss)						
Beginning balance		(6.6)		(12.0)		(18.7)
Derivative hedging activity, net of tax		4.9		5.6		5.7
Change in unrecognized pension expense, net of tax		(0.5)		(0.2)		1.0
Ending balance		(2.2)		(6.6)		(12.0)
Total Great Plains Energy Shareholders' Equity		\$ 4,964.8		\$ 6,162.0		\$ 3,695.5

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

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Comprehensive Income

Year Ended December 31	2017	2016	2015
Operating Revenues		(millions)	
Electric revenues	\$ 1,890.7	\$ 1,875.4	\$ 1,713.8
Operating Expenses			
Fuel and purchased power	412.1	372.7	397.1
Transmission	68.6	56.4	58.4
Operating and maintenance expenses	506.4	525.8	494.2
Costs to achieve the anticipated merger with Westar Energy, Inc.	10.5	10.9	—
Depreciation and amortization	266.3	247.5	235.7
General taxes	182.5	177.5	163.5
Other	0.6	2.5	0.9
Total	1,447.0	1,393.3	1,349.8
Operating income	443.7	482.1	364.0
Other Income (Expense)			
Non-operating income	11.2	11.8	8.4
Non-operating expenses	(8.1)	(7.6)	(7.2)
Total	3.1	4.2	1.2
Interest charges	(138.8)	(139.4)	(135.6)
Income before income tax expense	308.0	346.9	229.6
Income tax expense	(128.2)	(121.9)	(76.8)
Net income	\$ 179.8	\$ 225.0	\$ 152.8
Comprehensive Income			
Net income	\$ 179.8	\$ 225.0	\$ 152.8
Other comprehensive income			
Derivative hedging activity			
Reclassification to expenses, net of tax	4.6	5.4	5.3
Derivative hedging activity, net of tax	4.6	5.4	5.3
Total other comprehensive income	4.6	5.4	5.3
Comprehensive income	\$ 184.4	\$ 230.4	\$ 158.1

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

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Balance Sheets

	December 31	
	2017	2016
ASSETS	(millions, except share amounts)	
Current Assets		
Cash and cash equivalents	\$ 2.2	\$ 4.5
Receivables, net	106.3	139.1
Related party receivables	84.7	67.2
Accounts receivable pledged as collateral	130.0	110.0
Fuel inventories, at average cost	71.0	72.9
Materials and supplies, at average cost	126.0	118.9
Deferred refueling outage costs	6.8	22.3
Refundable income taxes	5.4	12.7
Prepaid expenses and other assets	27.6	27.9
Total	560.0	575.5
Utility Plant, at Original Cost		
Electric	10,213.2	9,925.1
Less - accumulated depreciation	4,070.3	3,858.4
Net utility plant in service	6,142.9	6,066.7
Construction work in progress	350.3	300.4
Nuclear fuel, net of amortization of \$204.2 and \$172.1	72.4	62.0
Total	6,565.6	6,429.1
Investments and Other Assets		
Nuclear decommissioning trust fund	258.4	222.9
Regulatory assets	691.9	801.8
Other	48.0	29.1
Total	998.3	1,053.8
Total	\$ 8,123.9	\$ 8,058.4

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

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Balance Sheets

	December 31	
	2017	2016
LIABILITIES AND CAPITALIZATION		
(millions, except share amounts)		
Current Liabilities		
Collateralized note payable	\$ 130.0	\$ 110.0
Commercial paper	167.5	132.9
Current maturities of long-term debt	350.0	281.0
Accounts payable	249.0	231.6
Accrued taxes	29.0	27.0
Accrued interest	32.4	32.4
Accrued compensation and benefits	50.1	52.1
Pension and post-retirement liability	1.4	1.6
Other	46.8	11.4
Total	1,056.2	880.0
Deferred Credits and Other Liabilities		
Deferred income taxes	616.1	1,228.3
Deferred tax credits	121.8	122.8
Asset retirement obligations	231.4	278.0
Pension and post-retirement liability	512.2	465.8
Regulatory liabilities	779.2	187.4
Other	61.6	70.6
Total	2,322.3	2,352.9
Capitalization		
Common shareholder's equity		
Common stock - 1,000 shares authorized without par value		
1 share issued, stated value	1,563.1	1,563.1
Retained earnings	949.7	982.6
Accumulated other comprehensive income (loss)	0.4	(4.2)
Total	2,513.2	2,541.5
Long-term debt (Note 12)	2,232.2	2,284.0
Total	4,745.4	4,825.5
Commitments and Contingencies (Note 15)		
Total	\$ 8,123.9	\$ 8,058.4

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

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Cash Flows

Year Ended December 31	2017	2016	2015
Cash Flows from Operating Activities		(millions)	
Net income	\$ 179.8	\$ 225.0	\$ 152.8
Adjustments to reconcile income to net cash from operating activities:			
Depreciation and amortization	266.3	247.5	235.7
Amortization of:			
Nuclear fuel	32.1	26.6	26.8
Other	30.2	33.9	29.1
Deferred income taxes, net	83.5	93.4	99.4
Investment tax credit amortization	(1.0)	(1.0)	(1.0)
Other operating activities (Note 3)	20.0	(2.1)	(61.5)
Net cash from operating activities	<u>610.9</u>	<u>623.3</u>	<u>481.3</u>
Cash Flows from Investing Activities			
Utility capital expenditures	(437.7)	(418.8)	(518.3)
Allowance for borrowed funds used during construction	(6.1)	(5.6)	(3.9)
Purchases of nuclear decommissioning trust investments	(33.6)	(31.9)	(50.9)
Proceeds from nuclear decommissioning trust investments	30.3	28.6	47.6
Other investing activities	(23.9)	(23.8)	(25.5)
Net cash from investing activities	<u>(471.0)</u>	<u>(451.5)</u>	<u>(551.0)</u>
Cash Flows from Financing Activities			
Issuance of long-term debt	299.2	—	348.8
Issuance of long-term debt from remarketing	—	—	146.5
Repayment of long-term debt from remarketing	—	—	(146.5)
Issuance fees	(3.0)	(0.2)	(3.0)
Repayment of long-term debt	(281.0)	—	(85.9)
Net change in short-term borrowings	34.6	(47.4)	(178.0)
Net change in collateralized short-term borrowings	20.0	—	—
Net money pool borrowings	—	—	(12.6)
Dividends paid to Great Plains Energy	(212.0)	(122.0)	—
Net cash from financing activities	<u>(142.2)</u>	<u>(169.6)</u>	<u>69.3</u>
Net Change in Cash and Cash Equivalents	(2.3)	2.2	(0.4)
Cash and Cash Equivalents at Beginning of Year	4.5	2.3	2.7
Cash and Cash Equivalents at End of Year	\$ 2.2	\$ 4.5	\$ 2.3

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

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Common Shareholder's Equity

Year Ended December 31	2017		2016		2015	
	Shares	Amount	Shares	Amount	Shares	Amount
	(millions, except share amounts)					
Common Stock	1	\$ 1,563.1	1	\$ 1,563.1	1	\$ 1,563.1
Retained Earnings						
Beginning balance		982.6		879.6		726.8
Net income		179.8		225.0		152.8
Cumulative effect of adoption of ASU 2016-09 (Note 1)		(0.7)		—		—
Dividends:						
Common stock held by Great Plains Energy		(212.0)		(122.0)		—
Ending balance		949.7		982.6		879.6
Accumulated Other Comprehensive Income (Loss)						
Beginning balance		(4.2)		(9.6)		(14.9)
Derivative hedging activity, net of tax		4.6		5.4		5.3
Ending balance		0.4		(4.2)		(9.6)
Total Common Shareholder's Equity		\$ 2,513.2		\$ 2,541.5		\$ 2,433.1

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

**GREAT PLAINS ENERGY INCORPORATED
KANSAS CITY POWER & LIGHT COMPANY**

Notes to Consolidated Financial Statements

The notes to consolidated financial statements that follow are a combined presentation for Great Plains Energy Incorporated and Kansas City Power & Light Company, both registrants under this filing. The terms "Great Plains Energy," "Company," "KCP&L" and "Companies" are used throughout this report. "Great Plains Energy" and the "Company" refer to Great Plains Energy Incorporated and its consolidated subsidiaries, unless otherwise indicated. "KCP&L" refers to Kansas City Power & Light Company and its consolidated subsidiaries. "Companies" refers to Great Plains Energy Incorporated and its consolidated subsidiaries and KCP&L and its consolidated subsidiaries.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Great Plains Energy, a Missouri corporation incorporated in 2001, is a public utility holding company and does not own or operate any significant assets other than the stock of its subsidiaries and cash and cash equivalents. Great Plains Energy's wholly owned direct subsidiaries with significant operations are as follows:

- KCP&L is an integrated, regulated electric utility that provides electricity to customers primarily in the states of Missouri and Kansas. KCP&L has one active wholly owned subsidiary, Kansas City Power & Light Receivables Company (KCP&L Receivables Company).
- KCP&L Greater Missouri Operations Company (GMO) is an integrated, regulated electric utility that provides electricity to customers in the state of Missouri. GMO also provides regulated steam service to certain customers in the St. Joseph, Missouri area. GMO has two active wholly owned subsidiaries, GMO Receivables Company and MPS Merchant Services, Inc. (MPS Merchant). MPS Merchant has certain long-term natural gas contracts remaining from its former non-regulated trading operations.

Great Plains Energy also wholly owns GPE Transmission Holding Company, LLC (GPETHC). GPETHC owns 13.5% of Transource Energy, LLC (Transource) with the remaining 86.5% owned by AEP Transmission Holding Company, LLC (AEPETHC), a subsidiary of American Electric Power Company, Inc. GPETHC accounts for its investment in Transource under the equity method. Transource is focused on the development of competitive electric transmission projects.

Each of Great Plains Energy's and KCP&L's consolidated financial statements includes the accounts of their subsidiaries. Intercompany transactions have been eliminated.

Great Plains Energy's sole reportable business segment is the electric utility segment (Electric Utility). See Note 22 for additional information.

Use of Estimates

The process of preparing financial statements in conformity with Generally Accepted Accounting Principles (GAAP) requires the use of estimates and assumptions that affect the reported amounts of certain types of assets, liabilities, revenues and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less at acquisition.

Time Deposit

Consists of a non-negotiable fixed rate investment in a time deposit with an original maturity of greater than three months and is recorded on the balance sheet at cost. The Company estimates the fair value of the time deposit, which approximates its carrying value, using Level 2 inputs based on current interest rates for similar investments with comparable credit risk and time to maturity.

Fair Value of Financial Instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instrument for which it is practicable to estimate that value.

Nuclear decommissioning trust fund - KCP&L's nuclear decommissioning trust fund assets are recorded at fair value based on quoted market prices of the investments held by the fund and/or valuation models.

Pension plans - For financial reporting purposes, the market value of plan assets is the fair value. For regulatory reporting purposes, a five-year smoothing of assets is used to determine fair value.

Derivative Instruments

The Company records derivative instruments on the balance sheet at fair value in accordance with GAAP. Great Plains Energy and KCP&L enter into derivative contracts to manage exposure to commodity price and interest rate fluctuations. Derivative instruments are entered into solely for hedging purposes and are not issued or held for speculative reasons.

The Company considers various qualitative factors, such as contract and market place attributes, in designating derivative instruments at inception. Great Plains Energy and KCP&L may elect the normal purchases and normal sales (NPNS) exception, which requires the effects of the derivative to be recorded when the underlying contract settles. Great Plains Energy and KCP&L account for derivative instruments that are not designated as NPNS as non-hedging derivatives, which are recorded as assets or liabilities on the consolidated balance sheets at fair value.

Great Plains Energy and KCP&L offset fair value amounts recognized for derivative instruments under master netting arrangements, which include rights to reclaim cash collateral (a receivable), or the obligation to return cash collateral (a payable).

Utility Plant

Great Plains Energy's and KCP&L's utility plant is stated at historical cost. These costs include taxes, an allowance for the cost of borrowed and equity funds used to finance construction and payroll-related costs, including pensions and other fringe benefits. Replacements, improvements and additions to units of property are capitalized. Repairs of property and replacements of items not considered to be units of property are expensed as incurred (except as discussed under Deferred Refueling Outage Costs). When property units are retired or otherwise disposed, the original cost, net of salvage, is charged to accumulated depreciation. Substantially all of KCP&L's utility plant is pledged as collateral for KCP&L's mortgage bonds under the General Mortgage Indenture and Deed of Trust dated December 1, 1986, as supplemented (Indenture). A portion of GMO's utility plant is pledged as collateral for GMO's mortgage bonds under the General Mortgage Indenture and Deed of Trust dated April 1, 1946, as supplemented.

As prescribed by The Federal Energy Regulatory Commission (FERC), Allowance for Funds Used During Construction (AFUDC) is charged to the cost of the plant during construction. AFUDC equity funds are included as a non-cash item in non-operating income and AFUDC borrowed funds are a reduction of interest charges. The rates used to compute gross AFUDC are compounded semi-annually. The rates used to compute gross AFUDC for KCP&L averaged 4.9% in 2017, 5.7% in 2016 and 3.0% in 2015. The rates used to compute gross AFUDC for GMO averaged 1.9% in 2017, 1.6% in 2016 and 4.2% in 2015.

Great Plains Energy's and KCP&L's balances of utility plant, at original cost, with a range of estimated useful lives are listed in the following tables.

Great Plains Energy

December 31	2017	2016
Utility plant, at original cost	(millions)	
Generation (20 - 60 years)	\$ 7,930.8	\$ 8,106.4
Transmission (15 - 70 years)	912.3	886.3
Distribution (8 - 66 years)	3,789.0	3,629.1
General (5 - 50 years)	1,042.0	975.9
Total ^(a)	\$ 13,674.1	\$ 13,597.7

^(a) Includes \$265.0 million and \$261.2 million at December 31, 2017 and 2016, respectively, of land and other assets that are not depreciated.

KCP&L

December 31	2017	2016
Utility plant, at original cost	(millions)	
Generation (20 - 60 years)	\$ 6,471.5	\$ 6,350.7
Transmission (15 - 70 years)	500.4	484.1
Distribution (8 - 55 years)	2,389.4	2,298.4
General (5 - 50 years)	851.9	791.9
Total ^(a)	\$ 10,213.2	\$ 9,925.1

^(a) Includes \$176.0 million and \$178.0 million at December 31, 2017 and 2016, respectively, of land and other assets that are not depreciated.

Plant to be Retired, Net

When Great Plains Energy and KCP&L retire utility plant, the original cost, net of salvage, is charged to accumulated depreciation. However, when it becomes probable an asset will be retired significantly in advance of its original expected useful life and in the near term, the cost of the asset and related accumulated depreciation is recognized as a separate asset as a probable abandonment. If the asset is still in service, the net amount is classified as plant to be retired, net on the consolidated balance sheets. If the asset is no longer in service, the net amount is classified in regulatory assets on the consolidated balance sheets.

Great Plains Energy and KCP&L must also assess the probability of full recovery of the remaining net book value of the abandonment. The net book value that may be retained as an asset on the balance sheet for the abandonment is dependent upon amounts that may be recovered through regulated rates, including any return. An impairment charge, if any, would equal the difference between the remaining net book value of the asset and the present value of the future revenues expected from the asset.

In June 2017, Great Plains Energy and KCP&L announced the expected retirement of certain older generating units, including GMO's Sibley No. 3 Unit, over the next several years. As of December 31, 2017, Great Plains Energy has determined that Sibley No. 3 Unit meets the criteria to be considered probable of abandonment and has classified its remaining net book value of \$143.6 million within plant to be retired, net on its consolidated balance sheet. The Company is currently allowed a full recovery of and a full return on Sibley No. 3 Unit in rates and has concluded that no impairment is required as of December 31, 2017.

Depreciation and Amortization

Depreciation and amortization of utility plant other than nuclear fuel is computed using the straight-line method over the estimated lives of depreciable property based on rates approved by state regulatory authorities. Annual depreciation rates average approximately 3%. Nuclear fuel is amortized to fuel expense based on the quantity of heat produced during the generation of electricity.

Great Plains Energy's depreciation expense was \$330.8 million, \$308.8 million and \$299.4 million for 2017, 2016 and 2015, respectively. KCP&L's depreciation expense was \$228.4 million, \$215.4 million and \$208.5 million for 2017, 2016 and 2015, respectively.

Nuclear Plant Decommissioning Costs

Nuclear plant decommissioning cost estimates are based on the immediate dismantlement method and include the costs of decontamination, dismantlement and site restoration. Based on these cost estimates, KCP&L contributes to a tax-qualified trust fund to be used to decommission Wolf Creek Generating Station (Wolf Creek). Related liabilities for decommissioning are included on Great Plains Energy's and KCP&L's balance sheets in Asset Retirement Obligations (AROs).

As a result of the authorized regulatory treatment and related regulatory accounting, differences between the decommissioning trust fund asset and the related ARO are recorded as a regulatory asset or liability. See Note 8 for discussion of AROs including those associated with nuclear plant decommissioning costs.

Deferred Refueling Outage Costs

KCP&L uses the deferral method to account for operations and maintenance expenses incurred in support of Wolf Creek's scheduled refueling outages and amortizes them evenly (monthly) over the unit's operating cycle, which is approximately 18 months, until the next scheduled outage. Replacement power costs during an outage are expensed as incurred.

Regulatory Matters

KCP&L and GMO defer items on the balance sheet resulting from the effects of the ratemaking process, which would not be recorded if KCP&L and GMO were not regulated. See Note 6 for additional information concerning regulatory matters.

Revenue Recognition

Great Plains Energy and KCP&L recognize revenues on sales of electricity when the service is provided. Revenues recorded include electric services provided but not yet billed by KCP&L and GMO. Unbilled revenues are recorded for kWh usage in the period following the customers' billing cycle to the end of the month. KCP&L's and GMO's estimate is based on net system kWh usage less actual billed kWhs. KCP&L's and GMO's estimated unbilled kWhs are allocated and priced by regulatory jurisdiction across the rate classes based on actual billing rates.

KCP&L and GMO collect from customers gross receipts taxes levied by state and local governments. These taxes from KCP&L's Missouri customers are recorded gross in operating revenues and general taxes on Great Plains Energy's and KCP&L's statements of comprehensive income. KCP&L's gross receipts taxes collected from Missouri customers were \$72.9 million, \$70.3 million and \$62.0 million in 2017, 2016 and 2015, respectively. These taxes from KCP&L's Kansas customers and GMO's customers are recorded net in operating revenues on Great Plains Energy's and KCP&L's statements of comprehensive income (loss).

Great Plains Energy and KCP&L collect sales taxes from customers and remit to state and local governments. These taxes are presented on a net basis on Great Plains Energy's and KCP&L's statements of comprehensive income (loss).

Great Plains Energy and KCP&L record sale and purchase activity on a net basis in wholesale revenue or purchased power when transacting with Regional Transmission Organization (RTO)/Independent System Operator (ISO) markets.

Allowance for Doubtful Accounts

This reserve represents estimated uncollectible accounts receivable and is based on management's judgment considering historical loss experience and the characteristics of existing accounts. Provisions for losses on receivables are expensed to maintain the allowance at a level considered adequate to cover expected losses. Receivables are charged off against the reserve when they are deemed uncollectible.

Property Gains and Losses

Net gains and losses from the sale of assets and businesses and from asset impairments are recorded in operating expenses.

Asset Impairments

Long-lived assets and finite-lived intangible assets subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the undiscounted expected future cash flows from an asset to be held and used is less than the carrying value of the asset, an asset impairment must be recognized in the financial statements. The amount of impairment recognized is the excess of the carrying value of the asset over its fair value.

Goodwill and indefinite lived intangible assets are tested for impairment annually and when an event occurs indicating the possibility that an impairment exists. The annual test must be performed at the same time each year. The goodwill impairment test consists of comparing the fair value of a reporting unit to its carrying amount, including goodwill, to identify potential impairment. In the event that the carrying amount exceeds the fair value of the reporting unit, an impairment loss is recognized for the difference between the carrying amount of the reporting unit and its fair value.

Income Taxes

Income taxes are accounted for using the asset/liability approach. Deferred tax assets and liabilities are determined based on the temporary differences between the financial reporting and tax bases of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion of the deferred tax assets will not be realized.

Great Plains Energy and KCP&L recognize tax benefits based on a “more-likely-than-not” recognition threshold. In addition, Great Plains Energy and KCP&L recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in non-operating expenses.

Great Plains Energy files a consolidated federal income tax return as well as unitary and combined income tax returns in several state jurisdictions with Kansas and Missouri being the most significant. Income taxes for consolidated or combined subsidiaries are allocated to the subsidiaries based on separate company computations of income or loss. KCP&L's income tax provision includes taxes allocated based on its separate company income or loss.

As of December 31, 2017, Great Plains Energy and KCP&L have established a net regulatory liability for the additional future refunds to be made to customers for the over collection of income taxes in rates. Tax credits are recognized in the year generated except for certain KCP&L and GMO investment tax credits that have been deferred and amortized over the remaining service lives of the related properties.

Environmental Matters

Environmental costs are accrued when it is probable a liability has been incurred and the amount of the liability can be reasonably estimated.

Non-Operating Income and Expenses

In 2017, Great Plains Energy's non-operating income included \$22.8 million of interest income earned on increased cash and cash equivalents at Great Plains Energy in 2017 related to the proceeds from Great Plains Energy's October 2016 common stock and Series B Preferred Stock offerings and March 2017 issuance of \$4.3 billion of senior notes and \$14.0 million of mark-to-market gains on deal contingent interest rate swaps.

In 2017, Great Plains Energy's non-operating expenses included \$15.0 million due to the write-off of previously deferred offering fees as a result of the termination of the stock purchase agreement for \$750 million of Series A Preferred Stock between Great Plains Energy and OCM Credit Portfolio LP (OMERS) in July 2017.

Basic and Diluted Earnings (Loss) per Common Share Calculation

To determine basic earnings (loss) per common share (EPS), preferred stock dividend requirements and redemption premium are deducted from net income (loss) before dividing by the average number of common shares outstanding. To determine diluted EPS, preferred stock dividend requirements and redemption premium are added to earnings available for common shareholders for the periods in which the assumed conversion of Great Plains Energy's 7.00% Series B Mandatory Convertible Preferred Stock (Series B Preferred Stock) has a dilutive effect before dividing by the diluted average number of common shares outstanding. See Note 14 for additional information regarding Series B Preferred Stock. The effect of dilutive securities assumes the issuance of common shares applicable to performance shares and restricted stock calculated using the treasury stock method and the number of common shares that would be issued under an assumed conversion of Series B Preferred Stock using the if-converted method.

The following table reconciles Great Plains Energy's basic and diluted EPS.

	2017	2016	2015
	(millions, except per share amounts)		
Income (Loss)			
Net income (loss)	\$ (106.2)	\$ 290.0	\$ 213.0
Less: preferred stock dividend requirements and redemption premium	37.3	16.5	1.6
Earnings (loss) available for common shareholders	\$ (143.5)	\$ 273.5	\$ 211.4
Common Shares Outstanding			
Average number of common shares outstanding	215.5	169.4	154.2
Add: effect of dilutive securities	—	0.4	0.6
Diluted average number of common shares outstanding	215.5	169.8	154.8
Basic and Diluted EPS	\$ (0.67)	\$ 1.61	\$ 1.37

Anti-dilutive shares excluded from the computation of diluted EPS for 2017 were 226,958 performance shares and 144,989 restricted stock shares. Anti-dilutive shares excluded from the computation of diluted EPS for 2016 were 7,805,460 shares of Series B Preferred Stock assumed to be converted. Anti-dilutive shares excluded from the computation of diluted EPS for 2015 were 900 restricted stock shares.

Dividends Declared

In February 2018, Great Plains Energy's Board of Directors (Great Plains Energy Board) declared a quarterly dividend of \$0.275 per share on Great Plains Energy's common stock. The common dividend is payable March 20, 2018, to shareholders of record as of February 27, 2018.

In February 2018, KCP&L's Board of Directors declared a cash dividend payable to Great Plains Energy of \$60 million payable on March 19, 2018.

New Accounting Standards

In March 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-09, *Compensation-Stock Compensation*, which is intended to simplify several areas of accounting for share-based compensation arrangements, including the income tax impact, classification on the statement of cash flows and forfeitures. The Companies adopted ASU No. 2016-09 on January 1, 2017. The cumulative effect from the adoption of ASU No. 2016-09 was insignificant to Great Plains Energy's consolidated financial statements and resulted in a reduction to retained earnings of \$0.7 million for KCP&L. The Companies have elected to adopt the cash flow presentation of the excess tax benefits as an operating activity prospectively and no prior periods have been adjusted.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation-Retirement Benefits*, which requires an employer to disaggregate the service cost component from the other components of net benefit cost. The service cost component is to be reported in the same line item or items as other compensation costs arising from services rendered by the pertinent employees during the period. The non-service cost components are to be reported

separately from service costs and outside of a subtotal of income from operations. The amendments in this update allow only the service cost component to be eligible for capitalization as part of utility plant. The non-service cost components that are no longer eligible for capitalization as part of utility plant will be recorded as a regulatory asset. The new guidance is to be applied retrospectively for the presentation of service cost and non-service cost components in the income statement and prospectively for the capitalization of the service cost component. The Companies adopted ASU No. 2017-07 on January 1, 2018, and it will not have a material impact on their consolidated financial statements as the impacts of adoption are limited to changes in the classification of non-service cost.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. In August 2015, the FASB issued ASU No. 2015-14, deferring the effective date of ASU No. 2014-09 one year, from January 1, 2017, to January 1, 2018. The ASU replaced most existing revenue recognition guidance in GAAP when it became effective. The Companies adopted ASU No. 2014-09 on January 1, 2018 using the modified retrospective transition method. The adoption of the standard did not have a material impact on the Companies' amount or timing of revenue recognition. The Companies will include additional disclosures regarding the nature, amount and timing of their revenues from contracts with customers, including disaggregated revenue by customer type, in their first quarter 2018 notes to financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which requires an entity that is a lessee to record a right-of-use asset and a lease liability for lease payments on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new guidance is effective for interim and annual periods beginning after December 15, 2018, and is required to be applied using a modified retrospective approach. Great Plains Energy and KCP&L plan to adopt the new guidance on January 1, 2019. The Companies expect that the new guidance will affect the balance sheet by increasing the assets and liabilities recorded related to operating leases and continue to evaluate the effect that ASU No. 2016-02 will have on their income statement, statement of cash flows and related disclosures.

2. ANTICIPATED MERGER WITH WESTAR ENERGY, INC.

In May 2016, Great Plains Energy entered into an Agreement and Plan of Merger dated as of May 29, 2016, by and among Great Plains Energy, Westar Energy, Inc. (Westar) and GP Star, Inc. (GP Star) (Original Merger Agreement). Pursuant to the Original Merger Agreement, Great Plains Energy would have acquired Westar for (i) \$51.00 in cash and (ii) a number of shares of Great Plains Energy common stock, equal to an exchange ratio for each share of Westar common stock issued and outstanding immediately prior to the effective time of the merger, with Westar becoming a wholly owned subsidiary of Great Plains Energy. The acquisition was subject to various shareholder and regulatory approvals, including from The State Corporation Commission of the State of Kansas (KCC), the Public Service Commission of the State of Missouri (MPSC) and FERC.

In April, 2017, KCC issued an order denying Great Plains Energy's, KCP&L's and Westar's joint application for approval of the acquisition of Westar by Great Plains Energy citing concerns with the purchase price, Great Plains Energy's capital structure, quantifiable and demonstrable customer benefits and staffing levels in Westar's service territory, among other items.

In July 2017, Great Plains Energy entered into an Amended and Restated Agreement and Plan of Merger dated as of July 9, 2017 by and among Great Plains Energy, Westar, Monarch Energy Holding, Inc., a Missouri corporation (Holdco), and King Energy, Inc., a Kansas corporation and wholly owned subsidiary of Holdco (Merger Sub) (Amended Merger Agreement). Pursuant to the Amended Merger Agreement, subject to the satisfaction or waiver of certain conditions, Great Plains Energy will merge with and into Holdco, with Holdco surviving such merger, and Merger Sub will merge with and into Westar, with Westar surviving such merger. Pursuant to the Amended Merger Agreement, at closing each outstanding share of Great Plains Energy's and Westar's common stock will be converted into the right to receive 0.5981 and 1.0, respectively, of validly issued, fully paid and nonassessable

shares of common stock, no par value, of Holdco. Following the mergers, Holdco, with a new name that has yet to be established, will be the parent of Great Plains Energy's direct subsidiaries, including KCP&L, and Westar.

The anticipated merger with Westar has been structured as a merger of equals in a tax-free exchange of shares that involves no premium paid or received with respect to either Great Plains Energy or Westar. Following the completion of the anticipated merger, Westar shareholders will own approximately 52.5 percent and Great Plains Energy shareholders will own approximately 47.5 percent of the combined company.

Regulatory and Shareholder Approvals

Great Plains Energy's anticipated merger with Westar was unanimously approved by the Great Plains Energy Board and Westar's Board of Directors (Westar Board). In November 2017, shareholders of Great Plains Energy and Westar approved all proposals necessary for the merger of Great Plains Energy and Westar at each company's respective shareholder meeting. The anticipated merger remains subject to regulatory approvals from KCC, the MPSC, the Nuclear Regulatory Commission (NRC), FERC and The Federal Communications Commission (FCC); as well as other contractual conditions.

KCC Approval

In August 2017, Great Plains Energy, KCP&L and Westar filed a joint application with KCC for approval of the anticipated merger with Westar. An evidentiary hearing is expected to occur in March 2018 and a decision from KCC on the joint application is expected by June 5, 2018.

MPSC Approval

In August 2017, Great Plains Energy, KCP&L, GMO and Westar filed a joint application with the MPSC for approval of the anticipated merger with Westar. In January 2018, Great Plains Energy, KCP&L, GMO and Westar reached a stipulation and agreement with the MPSC staff and certain other intervenors in the case settling all issues in the joint application except for the assignment of bill credit amounts to retail electric customers at KCP&L and GMO. The stipulation and agreement imposes certain conditions on Holdco, KCP&L and GMO in the areas of financing, ratemaking, customer service, corporate social responsibility and also includes other general provisions. The stipulation and agreement with the MPSC staff, among other things, provides that retail rates for KCP&L Missouri and GMO customers will not increase as a result of the merger and that in the event KCP&L's or GMO's credit ratings are downgraded below investment grade as a result of their affiliation with Holdco or any of Holdco's affiliates, KCP&L and GMO will be restricted from paying a dividend unless approved by the MPSC or until their credit ratings are restored to investment grade. The stipulation and agreement must still be approved by the MPSC. An evidentiary hearing in the case is expected to occur in March 2018. While there is not a statutory deadline for an MPSC ruling on the joint application, a decision from the MPSC is expected in the second quarter of 2018.

Other Approvals

In September 2017, Great Plains Energy and Westar filed applications with FERC and the NRC for approval of the merger. In October 2017, the Securities and Exchange Commission (SEC) declared effective a registration statement on Form S-4 of Holdco including a joint proxy statement of Great Plains Energy and Westar that was used in connection with Great Plains Energy's and Westar's special shareholder meetings on November 21, 2017, and the registration of shares of Holdco common stock to be issued to Great Plains Energy's and Westar's shareholders at the closing of the anticipated merger. In November 2017, Great Plains Energy and Westar filed their respective Pre-Merger Notification and Report forms with the Federal Trade Commission (FTC) and the Department of Justice (DOJ) under the Hart-Scott-Rodino (HSR) Act. In December 2017, the FTC granted Great Plains Energy's request for early termination of the waiting period under the HSR Act with respect to the anticipated merger. In February 2018, Great Plains Energy, KCP&L, GMO and Westar filed Transfer of Control applications with FCC.

Termination Fees

The Amended Merger Agreement provides that in connection with a termination of the agreement under specified circumstances relating to a failure to obtain regulatory approvals by July 9, 2018 (which date may be extended to January 9, 2019), a final and nonappealable order enjoining the consummation of the anticipated merger in connection with regulatory approvals or failure by Great Plains Energy to comply with its obligations under the

Amended Merger Agreement to consummate the closing of the anticipated merger once all of the conditions have been satisfied, Great Plains Energy may be required to pay Westar a termination fee of \$190 million. In addition, in the event that the Amended Merger Agreement is terminated by Westar under certain circumstances to enter into a definitive acquisition agreement with respect to a superior proposal, Westar may be required to pay Great Plains Energy a termination fee of \$190 million. Similarly, in the event that the Amended Merger Agreement is terminated by Great Plains Energy under certain circumstances to enter into a definitive acquisition agreement with respect to a superior proposal, Great Plains Energy may be required to pay Westar a termination fee of \$190 million.

Shareholder Lawsuits

Following the announcement of the Original Merger Agreement in May 2016, two putative class action complaints (which were consolidated and superseded by a consolidated complaint) were filed in the District Court of Shawnee County, Kansas. On October 20, 2017, the lead plaintiff in that consolidated putative class action filed an amended class action petition. The amended petition named as defendants Westar, the Westar Board, Great Plains Energy, Holdco and Merger Sub. The amended petition challenged the proposed merger and alleged breaches of fiduciary duties against the Westar Board in connection with the proposed merger, including the duty of candor, and that Westar, Great Plains Energy, Holdco and Merger Sub aided and abetted such breaches of fiduciary duties.

On September 21, 2017, a putative class action lawsuit was filed in the U.S. District Court for the District of Kansas. The federal class action complaint named as defendants Westar, the Westar Board, Great Plains Energy, Holdco and Merger Sub. The complaint challenged the merger and alleged violations of section 14(a) of the Securities Exchange Act of 1934, as amended (“Exchange Act”) against all of the defendants and violations of section 20(a) of the Exchange Act against the Westar Board.

On October 6, 2017, a putative class action lawsuit was filed in the U.S. District Court for the District of Kansas. The federal class action complaint named as defendants Westar, the Westar Board, Great Plains Energy, Holdco and Merger Sub. The complaint challenged the proposed merger and alleged violations of section 14(a) of the Exchange Act against Westar and the Westar Board and violations of section 20(a) of the Exchange Act against the Westar Board, Great Plains Energy, Holdco and Merger Sub.

On October 13, 2017, a putative class action lawsuit was filed in the U.S. District Court for the Western District of Missouri, Western Division. The federal class action complaint named as defendants Great Plains Energy and the Great Plains Energy Board. The complaint challenged the proposed merger and alleged violations of section 14(a) of the Exchange Act against all of the defendants and violations of section 20(a) of the Exchange Act against the Great Plains Energy Board.

On October 18, 2017, a putative derivative complaint was filed in Shawnee County, Kansas. This putative derivative action named as defendants the Westar Board, Great Plains Energy, Holdco and Merger Sub, with Westar named as a nominal defendant. The complaint challenged the proposed merger and alleged that the Westar Board determined to forego a \$380 million break-up fee allegedly payable to Westar associated with the Original Merger Agreement, breached their fiduciary duties to Westar shareholders in connection with the proposed merger, and that Great Plains Energy, Holdco and Merger Sub aided and abetted such breaches of fiduciary duties.

On November 16, 2017, the plaintiffs in these lawsuits agreed in principle to dismiss the lawsuits and, in exchange, Great Plains Energy, Westar Energy and Holdco agreed, solely in order to avoid the risk that litigation might delay or otherwise adversely affect the consummation of the proposed merger under the Amended Merger Agreement and to minimize the expense of defending such actions, to make supplemental disclosures to the Joint Proxy Statement/Prospectus, which were made on Forms 8-K dated November 16, 2017. The lawsuits have been dismissed. These dismissals do not release or otherwise prejudice any potential claims of any member of the putative class, other than for the plaintiffs in these lawsuits, and do not constitute any admission by any of the defendants as to the merits of any claims.

Redemption of Acquisition Financing

In order to fund the cash portion of the acquisition under the Original Merger Agreement, Great Plains Energy completed registered public offerings of 60.5 million shares of common stock for total net proceeds of \$1.55 billion

and 17.3 million depositary shares each representing a 1/20th interest in a share of Series B Preferred Stock for total net proceeds of \$836.2 million in October 2016 and issued, at a discount, \$4.3 billion of senior notes in March 2017. Great Plains Energy also entered into a stock purchase agreement with OMERS, pursuant to which Great Plains Energy would issue and sell to OMERS 750,000 shares of preferred stock of Great Plains Energy designated as 7.25% Mandatory Convertible Preferred Stock, Series A (Series A Preferred Stock), without par value, for an aggregate purchase price equal to \$750 million at the closing of the acquisition.

In addition to the financings discussed above, Great Plains Energy also entered into a senior unsecured bridge term loan facility in connection with the Original Merger Agreement in an aggregate principal amount of \$8.017 billion (which was subsequently reduced to \$864.5 million as a result of the completed financings noted above) to support the anticipated transaction and provide flexibility for the timing of long-term financing.

As a result of the Amended Merger Agreement, the following occurred with regards to Great Plains Energy's acquisition financing arrangements:

- In July 2017, Great Plains Energy redeemed its \$4.3 billion of senior notes at a redemption price of 101% of the aggregate principle amount, plus accrued and unpaid interest. See Note 12 for additional information;
- In August 2017, Great Plains Energy redeemed its Series B Preferred Stock at a redemption price that was equal to a make-whole formula set forth in the terms of the Series B Preferred Stock. See Note 14 for additional information;
- In July 2017, Great Plains Energy and OMERS terminated their stock purchase agreement for \$750 million of Series A Preferred Stock. As a result of this termination, Great Plains Energy recorded \$15 million of previously deferred offering fees to non-operating expenses in the third quarter of 2017; and
- In July 2017, Great Plains Energy terminated its \$864.5 million unsecured bridge term loan facility.

Under the Amended Merger Agreement, Great Plains Energy is required to have not less than \$1.25 billion in cash and cash equivalents on its balance sheet at the closing of the anticipated merger with Westar. It is expected that this excess cash will be returned to shareholders of the combined company through the repurchase of common stock over time after the closing of the anticipated merger.

3. SUPPLEMENTAL CASH FLOW INFORMATION

Great Plains Energy Other Operating Activities

Year Ended December 31	2017	2016	2015
(millions)			
Cash flows affected by changes in:			
Receivables	\$ 14.8	\$ (18.3)	\$ 12.5
Accounts receivable pledged as collateral	(7.6)	2.6	(4.0)
Fuel inventories	5.6	9.6	(28.3)
Materials and supplies	(9.0)	(6.5)	(3.0)
Accounts payable	9.0	(25.4)	(11.4)
Accrued taxes	1.5	8.1	1.1
Accrued interest	(8.0)	6.1	3.4
Deferred refueling outage costs	15.5	(3.1)	(6.7)
Pension and post-retirement benefit obligations	26.1	27.4	18.5
Allowance for equity funds used during construction	(6.0)	(6.6)	(4.8)
Fuel recovery mechanisms	(11.4)	(46.9)	47.5
ARO settlements	(28.5)	(17.4)	(4.1)
Other	20.6	28.1	(7.8)
Total other operating activities	\$ 22.6	\$ (42.3)	\$ 12.9
Cash paid during the period:			
Interest	\$ 258.9	\$ 191.2	\$ 182.2
Income taxes	\$ —	\$ 0.1	\$ 0.1
Non-cash investing activities:			
Liabilities accrued for capital expenditures	\$ 39.8	\$ 32.4	\$ 35.7

KCP&L Other Operating Activities

Year Ended December 31	2017	2016	2015
(millions)			
Cash flows affected by changes in:			
Receivables	\$ 13.8	\$ (12.4)	\$ 2.6
Accounts receivable pledged as collateral	(20.0)	—	—
Fuel inventories	1.9	10.6	(24.7)
Materials and supplies	(7.1)	(4.3)	(4.5)
Accounts payable	11.7	(30.5)	(18.0)
Accrued taxes	9.1	67.9	(19.0)
Accrued interest	—	—	3.4
Deferred refueling outage costs	15.5	(3.1)	(6.7)
Pension and post-retirement benefit obligations	27.3	28.6	18.4
Allowance for equity funds used during construction	(6.0)	(6.6)	(3.8)
Fuel recovery mechanisms	8.3	(53.7)	3.5
ARO settlements	(25.5)	(15.0)	(4.1)
Other	(9.0)	16.4	(8.6)
Total other operating activities	\$ 20.0	\$ (2.1)	\$ (61.5)
Cash paid during the period:			
Interest	\$ 128.0	\$ 127.0	\$ 120.2
Income taxes	\$ 38.8	\$ —	\$ —
Non-cash investing activities:			
Liabilities accrued for capital expenditures	\$ 32.9	\$ 27.2	\$ 23.9

4. RECEIVABLES

Great Plains Energy's and KCP&L's receivables are detailed in the following table.

	December 31	
	2017	2016
Great Plains Energy	(millions)	
Customer accounts receivable - billed	\$ 3.7	\$ 26.2
Customer accounts receivable - unbilled	103.2	79.1
Allowance for doubtful accounts - customer accounts receivable	(4.7)	(4.0)
Other receivables	49.5	64.7
Total	\$ 151.7	\$ 166.0
KCP&L		
Customer accounts receivable - billed	\$ 1.6	\$ 25.5
Customer accounts receivable - unbilled	67.6	63.7
Allowance for doubtful accounts - customer accounts receivable	(2.2)	(1.8)
Other receivables	39.3	51.7
Total	\$ 106.3	\$ 139.1

Great Plains Energy's and KCP&L's other receivables at December 31, 2017 and 2016, consisted primarily of receivables from partners in jointly owned electric utility plants and wholesale sales receivables.

Sale of Accounts Receivable – KCP&L and GMO

KCP&L and GMO sell all of their retail electric accounts receivable to their wholly owned subsidiaries, KCP&L Receivables Company and GMO Receivables Company, respectively, which in turn sell an undivided percentage ownership interest in the accounts receivable to Victory Receivables Corporation, an independent outside investor. Each of KCP&L Receivables Company's and GMO Receivables Company's sale of the undivided percentage ownership interest in accounts receivable to Victory Receivables Corporation is accounted for as a secured borrowing with accounts receivable pledged as collateral and a corresponding short-term collateralized note payable recognized on the balance sheets. At December 31, 2017 and 2016, Great Plains Energy's accounts receivable pledged as collateral and the corresponding short-term collateralized note payable were \$180.0 million and \$172.4 million, respectively. At December 31, 2017 and 2016, KCP&L's accounts receivable pledged as collateral and the corresponding short-term collateralized note payable were \$130.0 million and \$110.0 million, respectively. In September 2017, KCP&L and GMO amended their respective receivable sale agreements with Victory Receivables Corporation to extend the termination date to September 2018 and to allow for \$130 million in aggregate outstanding principal amount of borrowings at any time for KCP&L and \$50 million in aggregate outstanding principal amount of borrowings from mid-November through mid-June and then \$65 million from mid-June through mid-November for GMO.

5. NUCLEAR PLANT

KCP&L owns 47% of Wolf Creek, its only nuclear generating unit. Wolf Creek is located in Coffey County, Kansas, just northeast of Burlington, Kansas. Wolf Creek's operating license expires in 2045. Wolf Creek is regulated by the NRC with respect to licensing, operations and safety-related requirements.

Spent Nuclear Fuel and High-Level Radioactive Waste

Under the Nuclear Waste Policy Act of 1982, the Department of Energy (DOE) is responsible for the permanent disposal of spent nuclear fuel. Wolf Creek historically paid the DOE a quarterly fee of one-tenth of a cent for each kWh of net nuclear generation delivered and sold for the future disposal of spent nuclear fuel. In May 2014, this fee was set to zero.

In 2010, the DOE filed a motion with the NRC to withdraw its then pending application to the NRC to construct a national repository for the disposal of spent nuclear fuel and high-level radioactive waste at Yucca Mountain, Nevada. An NRC board denied the DOE's motion to withdraw its application. In 2011, the NRC announced that it

was evenly divided on whether to take affirmative action to overturn or uphold the board's decision and ordered the licensing board, consistent with budgetary limitations, to close out its work on the DOE's application. In August 2013, a federal court of appeals ruled that the NRC must resume its review of the DOE's application to the extent of appropriated funds. With the available funds, the NRC was able to complete its technical review of the Yucca Mountain application but was not able to resume the licensing hearing.

Wolf Creek is currently evaluating alternatives for expanding its existing on-site spent nuclear fuel storage to provide additional capacity prior to 2025. Management cannot predict when, or if, an off-site storage site or alternative disposal site will be available to receive Wolf Creek's spent nuclear fuel and will continue to monitor this activity.

Low-Level Radioactive Waste

Wolf Creek disposes of most of its low-level radioactive waste (Class A waste) at an existing third-party repository in Utah. Management expects that the site located in Utah will remain available to Wolf Creek for disposal of its Class A waste. Wolf Creek has contracted with a waste processor that will process, take title and dispose in another state most of the remainder of Wolf Creek's low-level radioactive waste (Classes B and C waste, which is higher in radioactivity but much lower in volume). Should on-site waste storage be needed in the future, Wolf Creek has current storage capacity on site for about four years' generation of Classes B and C waste and believes it will be able to expand that storage capacity as needed if it becomes necessary to do so.

Nuclear Plant Decommissioning Costs

The MPSC and KCC require KCP&L and the other owners of Wolf Creek to submit an updated decommissioning cost study every three years and to propose funding levels. The most recent study was submitted to the MPSC and KCC in September 2017 and is the basis for the current cost of decommissioning estimates in the following table. Funding levels included in KCP&L retail rates have not changed. The actual nuclear decommissioning costs may vary from these estimates because of changes in regulations and technologies as well as changes in costs for labor, materials and equipment.

	KCC	MPSC
	(millions)	
Current cost of decommissioning (in 2017 dollars)		
Total Station	\$ 813.7	\$ 813.7
KCP&L's 47% Share	382.5	382.5
Future cost of decommissioning (in 2045-2053 dollars) ^(a)		
Total Station	\$ 1,982.4	\$ 2,137.8
KCP&L's 47% Share	931.7	1,004.8
Annual escalation factor	2.91%	3.16%
Annual return on trust assets ^(b)	5.64%	5.46%

^(a)Total future cost over an eight year decommissioning period

^(b)The 5.64% KCC rate of return is through 2029 and then systematically decreases through 2053 to 0.32%. The 5.46% MPSC rate of return is through 2027 and then systematically decreases through 2053 to 2.22%. The KCC and MPSC rates of return systematically decrease based on the assumption that the fund's investment mix will become increasingly conservative as the decommissioning period approaches.

Nuclear Decommissioning Trust Fund

In 2017 and 2016, KCP&L contributed approximately \$3.3 million to a tax-qualified trust fund to be used to decommission Wolf Creek. Amounts funded are charged to other operating expense and recovered in customers' rates. The funding level assumes a projected level of return on trust assets. If the actual return on trust assets is below the projected level or actual decommissioning costs are higher than estimated, KCP&L could be responsible for the balance of funds required; however, while there can be no assurances, management believes a rate increase would be allowed to recover decommissioning costs over the remaining life of the unit.

The following table summarizes the change in Great Plains Energy's and KCP&L's nuclear decommissioning trust fund.

	2017	2016
Decommissioning Trust	(millions)	
Beginning balance January 1	\$ 222.9	\$ 200.7
Contributions	3.3	3.3
Earned income, net of fees	4.3	4.1
Net realized gains	0.7	0.3
Net unrealized gains	27.2	14.5
Ending balance December 31	\$ 258.4	\$ 222.9

The nuclear decommissioning trust is reported at fair value on the balance sheets and is invested in assets as detailed in the following table.

	December 31							
	2017				2016			
	Cost Basis	Unrealized Gains	Unrealized Losses	Fair Value	Cost Basis	Unrealized Gains	Unrealized Losses	Fair Value
	(millions)							
Equity securities	\$ 96.5	\$ 88.3	\$ (1.0)	\$ 183.8	\$ 93.3	\$ 62.1	\$ (1.5)	\$ 153.9
Debt securities	69.7	2.7	(0.4)	72.0	63.4	2.3	(0.5)	65.2
Other	2.6	—	—	2.6	3.8	—	—	3.8
Total	\$ 168.8	\$ 91.0	\$ (1.4)	\$ 258.4	\$ 160.5	\$ 64.4	\$ (2.0)	\$ 222.9

The weighted average maturity of debt securities held by the trust at December 31, 2017, was approximately 9 years. The costs of securities sold are determined on the basis of specific identification. The following table summarizes the realized gains and losses from the sale of securities in the nuclear decommissioning trust fund.

	2017	2016	2015
	(millions)		
Realized gains	\$ 2.5	\$ 1.6	\$ 5.3
Realized losses	(1.8)	(1.3)	(4.6)

Nuclear Insurance

The owners of Wolf Creek (Owners) maintain nuclear insurance for Wolf Creek for nuclear liability, nuclear property and accidental outage. These policies contain certain industry standard exclusions, including, but not limited to, ordinary wear and tear, and war. The nuclear property insurance programs subscribed to by members of the nuclear power generating industry include industry aggregate limits for acts of terrorism and related losses, including replacement power costs. There is no industry aggregate limit for liability claims related to terrorism, regardless of the number of acts of terrorism affecting Wolf Creek or any other nuclear energy liability policy or the number of policies in place. An industry aggregate limit of \$3.2 billion plus any reinsurance recoverable by Nuclear Electric Insurance Limited (NEIL), the Owners' insurance provider, exists for property claims related to nuclear acts of terrorism, including accidental outage power costs for nuclear acts of terrorism affecting Wolf Creek or any other nuclear energy facility property policy within twelve months from the date of the first act. An industry

aggregate limit of \$1.8 billion exists for property claims related to non-nuclear acts of terrorism. These limits plus any recoverable reinsurance are the maximum amount to be paid to members who sustain losses or damages from these types of terrorist acts. In addition, industry-wide retrospective assessment programs (discussed below) can apply once these insurance programs have been exhausted.

In the event of a catastrophic loss at Wolf Creek, the insurance coverage may not be adequate to cover property damage and extra expenses incurred. Uninsured losses, to the extent not recovered through rates, would be assumed by KCP&L and the other owners and could have a material effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

Nuclear Liability Insurance

Pursuant to the Price-Anderson Act, which was reauthorized through December 31, 2025, by the Energy Policy Act of 2005, the Owners are required to insure against public liability claims resulting from nuclear incidents to the full limit of public liability, which is currently \$13.5 billion. This limit of liability consists of the maximum available commercial insurance of \$0.5 billion and the remaining \$13.0 billion is provided through an industry-wide retrospective assessment program mandated by law, known as the Secondary Financial Protection (SFP) program. Under the SFP program, the Owners can be assessed up to \$127.3 million (\$59.8 million, KCP&L's 47% share) per incident at any commercial reactor in the country, payable at no more than \$19.0 million (\$8.9 million, KCP&L's 47% share) per incident per year. This assessment is subject to an inflation adjustment based on the Consumer Price Index and applicable premium taxes. In addition, the U.S. Congress could impose additional revenue-raising measures to pay claims.

Nuclear Property Insurance

The Owners carry decontamination liability, premature decommissioning liability and property damage insurance from NEIL for Wolf Creek totaling approximately \$2.8 billion (\$1.3 billion, KCP&L's 47% share). In the event of an accident, insurance proceeds must first be used for reactor stabilization and site decontamination in accordance with a plan mandated by the NRC. KCP&L's share of any remaining proceeds can be used for further decontamination, property damage restoration and premature decommissioning costs. Premature decommissioning coverage applies only if an accident at Wolf Creek exceeds \$500 million in property damage and decontamination expenses, and only after trust funds have been exhausted.

Accidental Nuclear Outage Insurance

The Owners also carry additional insurance from NEIL to cover costs of replacement power and other extra expenses incurred in the event of a prolonged outage resulting from accidental property damage at Wolf Creek.

Under all NEIL policies, the Owners are subject to retrospective assessments if NEIL losses, for each policy year, exceed the accumulated funds available to the insurer under that policy. The estimated maximum amount of retrospective assessments under the current policies could total approximately \$37.4 million (\$17.6 million, KCP&L's 47% share) per policy year.

6. REGULATORY MATTERS

KCP&L Missouri 2018 Rate Case Proceedings

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

GMO Missouri 2018 Rate Case Proceedings

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

investment costs and transmission related costs. GMO also requested a \$21.7 million increase associated with rebasing fuel and purchased power expense.

KCP&L Kansas 2016 Abbreviated Rate Case Proceedings

In November 2016, KCP&L filed an abbreviated application with KCC to request a decrease to its retail revenues of \$2.8 million, reflecting the true-up to actuals of construction and environmental upgrade costs at the La Cygne Station and Wolf Creek capital addition costs and the removal of certain regulatory asset and liability amortizations. The previously approved return on equity and rate-making ratio for KCP&L was not addressed in this case. In April 2017, KCP&L, KCC staff and the Citizens' Utility Ratepayer Board filed a joint motion to approve a unanimous settlement agreement with KCC that requested a decrease in retail revenues of \$3.6 million. In June 2017, KCC issued an order approving the unanimous settlement agreement. The rates established by the order took effect on June 28, 2017.

KCP&L Missouri 2016 Rate Case Proceedings

In July 2016, KCP&L filed an application with the MPSC to request an increase to its retail revenues of \$62.9 million before rebasing fuel and purchased power expense, with a return on equity of 9.9% and a rate-making equity ratio of 49.88%. The request reflects increases in infrastructure investment costs, costs for regional transmission lines, property tax costs and costs to comply with environmental and cybersecurity mandates. KCP&L also requested an additional \$27.2 million increase associated with rebasing fuel and purchased power expense.

In May 2017, the MPSC issued an order for KCP&L authorizing an increase in retail revenues of \$5.4 million before rebasing fuel and purchased power expense, a return on equity of 9.5% and a rate-making equity ratio of approximately 49.2%. The order also authorized a \$27.1 million revenue increase associated with rebasing fuel and purchased power expense. The rates established by the order took effect on June 8, 2017.

Regulatory Assets and Liabilities

Great Plains Energy and KCP&L have recorded assets and liabilities on their consolidated balance sheets resulting from the effects of the ratemaking process, which would not otherwise be recorded if the Companies were not regulated. Regulatory assets represent incurred costs that are probable of recovery from future revenues. Regulatory liabilities represent future reductions in revenues or refunds to customers.

Management regularly assesses whether regulatory assets and liabilities are probable of future recovery or refund by considering factors such as decisions by the MPSC, KCC or FERC in KCP&L's and GMO's rate case filings; decisions in other regulatory proceedings, including decisions related to other companies that establish precedent on matters applicable to the Companies; and changes in laws and regulations. If recovery or refund of regulatory assets or liabilities is not approved by regulators or is no longer deemed probable, these regulatory assets or liabilities are recognized in the current period results of operations. The Companies' continued ability to meet the criteria for recording regulatory assets and liabilities may be affected in the future by restructuring and deregulation in the electric industry or changes in accounting rules. In the event that the criteria no longer applied to any or all of the Companies' operations, the related regulatory assets and liabilities would be written off unless an appropriate regulatory recovery mechanism were provided. Additionally, these factors could result in an impairment on utility plant assets.

Great Plains Energy's and KCP&L's regulatory assets and liabilities are detailed in the following table.

	December 31					
	2017			2016		
	KCP&L	GMO	Great Plains Energy	KCP&L	GMO	Great Plains Energy
Regulatory Assets	(millions)					
Taxes recoverable through future rates	\$ —	\$ —	\$ —	\$ 123.9	\$ 24.8	\$ 148.7
Loss on reacquired debt	8.7 ^(a)	1.2 ^(a)	9.9	10.0	1.7	11.7
Cost of removal	30.3	—	30.3	28.6	—	28.6
Asset retirement obligations	94.3	24.2	118.5	69.6	24.9	94.5
Pension and post-retirement costs	379.7 ^(b)	108.2 ^(b)	487.9	367.9	104.7	472.6
Deferred customer programs	40.9 ^(c)	19.4 ^(d)	60.3	45.9	27.4	73.3
Fuel recovery mechanism	61.7 ^(e)	12.0 ^(e)	73.7	69.9	—	69.9
Iatan No. 1 and common facilities depreciation and carrying costs	12.9 ^(f)	4.7 ^(g)	17.6	13.6	5.0	18.6
Iatan No. 2 construction accounting costs	25.0 ^(h)	13.7 ^(h)	38.7	26.9	16.1	43.0
Kansas property tax surcharge	6.6 ^(e)	—	6.6	3.6	—	3.6
Solar rebates	22.6 ⁽ⁱ⁾	37.0 ^(e)	59.6	29.2	41.6	70.8
Transmission delivery charge	3.2 ^(e)	—	3.2	3.1	—	3.1
La Cygne deferred depreciation	2.7 ⁽ⁱ⁾	—	2.7	2.8	—	2.8
Other	3.3 ^(e)	1.6	4.9	6.8	—	6.8
Total	\$ 691.9	\$ 222.0	\$ 913.9	\$ 801.8	\$ 246.2	\$ 1,048.0
Regulatory Liabilities						
Taxes refundable through future rates	\$ 574.0	\$ 220.6	\$ 794.6	\$ —	\$ —	\$ —
Emission allowances	58.1	—	58.1	62.1	—	62.1
Asset retirement obligations	126.0	—	126.0	99.7	—	99.7
Cost of removal	—	57.4	57.4	—	65.1	65.1
Fuel recovery mechanism	—	3.9	3.9	—	11.6	11.6
Pension and post-retirement costs	12.0	8.2	20.2	15.3	7.4	22.7
Other	9.1	37.0	46.1	10.3	38.4	48.7
Total	\$ 779.2	\$ 327.1	\$ 1,106.3	\$ 187.4	\$ 122.5	\$ 309.9

^(a) Amortized over the life of the related new debt issuances or the remaining lives of the old debt issuances if no new debt was issued.

^(b) Represents unrecognized gains and losses, prior service and transition costs that will be recognized in future net periodic pension and post-retirement costs, pension settlements amortized over various periods and financial and regulatory accounting method differences that will be eliminated over the life of the pension plans. Of these amounts, \$366.3 million and \$61.4 million for KCP&L and GMO, respectively, are not included in rate base and are amortized over various periods.

^(c) \$16.1 million not included in rate base and amortized over various periods.

^(d) \$10.9 million not included in rate base and amortized over various periods.

^(e) Not included in rate base and amortized over various periods.

^(f) Included in rate base and amortized over various periods.

^(g) Included in rate base and amortized through 2038.

^(h) Included in rate base and amortized through 2059.

⁽ⁱ⁾ Not included in rate base and amortized through 2020.

^(j) Included in rate base and amortized through 2040.

7. GOODWILL AND INTANGIBLE ASSETS

Accounting rules require goodwill to be tested for impairment annually and when an event occurs indicating the possibility that an impairment exists. The annual impairment test for the \$169.0 million of GMO acquisition goodwill was conducted on September 1, 2017. The goodwill impairment test consists of comparing the fair value of a reporting unit to its carrying amount, including goodwill, to identify potential impairment. In the event that the carrying amount exceeds the fair value of the reporting unit, an impairment loss is recognized for the difference between the carrying amount of the reporting unit and its fair value. Great Plains Energy's regulated electric utility operations are considered one reporting unit for assessment of impairment, as they are included within the same operating segment and have similar economic characteristics. The determination of fair value of the reporting unit consisted of two valuation techniques: an income approach consisting of a discounted cash flow analysis and a market approach consisting of a determination of reporting unit invested capital using market multiples derived from the historical revenue; earnings before interest, income taxes, depreciation and amortization; net utility asset values and market prices of stock of peer companies. The results of the two techniques were evaluated and weighted to determine a point within the range that management considered representative of fair value for the reporting unit. Fair value of the reporting unit exceeded the carrying amount, including goodwill; therefore, there was no impairment of goodwill.

Great Plains Energy's and KCP&L's intangible assets are included in electric utility plant on the consolidated balance sheets and are detailed in the following table.

	December 31			
	2017		2016	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Great Plains Energy	(millions)			
Computer software	\$ 386.8	\$ (251.2)	\$ 355.2	\$ (219.1)
Asset improvements	30.3	(8.0)	28.8	(6.7)
KCP&L				
Computer software	\$ 368.7	\$ (234.3)	\$ 338.3	\$ (203.1)
Asset improvements	15.1	(2.7)	13.6	(1.8)

Great Plains Energy's and KCP&L's amortization expense related to intangible assets is detailed in the following table.

	2017	2016
	(millions)	
Great Plains Energy	\$ 33.7	\$ 29.1
KCP&L	32.1	25.7

The following table provides the estimated amortization expense related to Great Plains Energy's and KCP&L's intangible assets for 2018 through 2022 for the intangible assets included in the consolidated balance sheets at December 31, 2017.

	2018	2019	2020	2021	2022
	(millions)				
Great Plains Energy	\$ 30.5	\$ 25.7	\$ 24.5	\$ 20.0	\$ 14.9
KCP&L	29.7	25.0	23.8	19.5	14.5

8. ASSET RETIREMENT OBLIGATIONS

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

KCP&L has AROs related to decommissioning Wolf Creek, site remediation of its Spearville Wind Energy Facilities, asbestos abatement, removal of storage tanks and closure and post-closure of ponds and landfills containing coal combustion residuals (CCRs). GMO has AROs related to asbestos abatement, removal of storage tanks and closure and post-closure of ponds and landfills containing CCRs.

Additionally, certain wiring used in Great Plains Energy's and KCP&L's generating stations include asbestos insulation, which would require special handling if disturbed. Due to the inability to reasonably estimate the quantities or the amount of disturbance that will be necessary during dismantlement at the end of the life of a plant, the fair value of this ARO cannot be reasonably estimated at this time. Management will continue to monitor the obligation and will recognize a liability in the period in which sufficient information becomes available to reasonably estimate its fair value.

On April 17, 2015, the Environmental Protection Agency (EPA) published new regulations to regulate the disposal of CCRs at electric generation facilities. The CCR rule represents legal obligations of Great Plains Energy and KCP&L as to the closure and post-closure of its ponds and landfills containing CCRs. In 2016, Great Plains Energy and KCP&L revised their AROs by \$42.1 million and \$40.1 million, respectively, due to an increase in cost estimates for the closure of ponds and landfills containing CCRs at KCP&L's electric generating facilities.

The following table summarizes the change in Great Plains Energy's and KCP&L's AROs.

	Great Plains Energy		KCP&L	
	2017	2016	2017	2016
	(millions)			
Beginning balance	\$ 316.0	\$ 275.9	\$ 278.0	\$ 239.3
Additions	—	1.6	—	1.3
Revision in timing and/or estimates	(1.3)	42.1	0.3	40.1
Settlements	(28.5)	(17.4)	(25.5)	(15.0)
Accretion	14.9	13.8	13.5	12.3
Total	\$ 301.1	\$ 316.0	\$ 266.3	\$ 278.0
Less: current portion	(38.6)	—	(34.9)	—
Total noncurrent asset retirement obligation	\$ 262.5	\$ 316.0	\$ 231.4	\$ 278.0

ARO settlement activity in 2017 and 2016 primarily consists of the remediation of AROs for the closure of ponds and landfills containing CCRs at KCP&L and GMO.

9. PENSION PLANS AND OTHER EMPLOYEE BENEFITS

Great Plains Energy maintains defined benefit pension plans for the majority of KCP&L's and GMO's active and inactive employees, including officers, and its 47% ownership share of Wolf Creek Nuclear Operating Corporation (WCNOC) defined benefit plans. For the majority of employees, pension benefits under these plans reflect the employees' compensation, years of service and age at retirement. Effective in 2014, Great Plains Energy's non-union plan was closed to future employees. Great Plains Energy also provides certain post-retirement health care and life insurance benefits for substantially all retired employees of KCP&L, GMO and its 47% ownership share of WCNOC.

KCP&L and GMO record pension and post-retirement expense in accordance with rate orders from the MPSC and KCC that allow the difference between pension and post-retirement costs under GAAP and costs for ratemaking to be recognized as a regulatory asset or liability. This difference between financial and regulatory accounting methods is due to timing and will be eliminated over the life of the plans.

In 2017, Great Plains Energy incurred pension settlement charges of \$15.9 million as a result of accelerated pension distributions.

The following pension benefits tables provide information relating to the funded status of all defined benefit pension plans on an aggregate basis as well as the components of net periodic benefit costs. For financial reporting purposes, the market value of plan assets is the fair value. For regulatory reporting purposes, a five-year smoothing of assets is used to determine fair value. Net periodic benefit costs reflect total plan benefit costs prior to the effects of capitalization and sharing with joint owners of power plants.

	Pension Benefits		Other Benefits	
	2017	2016	2017	2016
Change in projected benefit obligation (PBO)	(millions)			
PBO at January 1	\$ 1,244.6	\$ 1,154.8	\$ 130.1	\$ 137.5
Service cost	44.2	42.0	2.1	2.6
Interest cost	53.5	52.9	5.4	6.1
Contribution by participants	—	—	6.0	5.3
Amendments	—	—	—	(10.1)
Actuarial (gain) loss	135.6	65.5	2.1	0.6
Benefits paid	(36.8)	(70.6)	(12.5)	(11.9)
Settlements and special termination benefits	(85.2)	—	—	—
PBO at December 31	\$ 1,355.9	\$ 1,244.6	\$ 133.2	\$ 130.1
Change in plan assets				
Fair value of plan assets at January 1	\$ 776.8	\$ 723.9	\$ 115.6	\$ 114.3
Actual return on plan assets	114.8	51.1	1.8	2.6
Contributions by employer and participants	76.9	69.8	10.4	10.2
Benefits paid	(34.5)	(68.0)	(12.0)	(11.5)
Settlements	(85.6)	—	—	—
Fair value of plan assets at December 31	\$ 848.4	\$ 776.8	\$ 115.8	\$ 115.6
Funded status at December 31	\$ (507.5)	\$ (467.8)	\$ (17.4)	\$ (14.5)
Amounts recognized in the consolidated balance sheets				
Non-current asset	\$ —	\$ —	\$ 12.8	\$ 9.0
Current pension and other post-retirement liability	(1.9)	(2.2)	(0.8)	(0.8)
Noncurrent pension liability and other post-retirement liability	(505.6)	(465.6)	(29.4)	(22.7)
Net amount recognized before regulatory treatment	(507.5)	(467.8)	(17.4)	(14.5)
Accumulated OCI or regulatory asset/liability	492.2	476.9	(21.1)	(23.6)
Net amount recognized at December 31	\$ (15.3)	\$ 9.1	\$ (38.5)	\$ (38.1)
Amounts in accumulated OCI or regulatory asset/liability not yet recognized as a component of net periodic benefit cost:				
Actuarial (gain) loss	\$ 248.9	\$ 242.5	\$ 2.8	\$ (0.7)
Prior service cost	2.5	3.2	(8.0)	(8.0)
Other	240.8	231.2	(15.9)	(14.9)
Net amount recognized at December 31	\$ 492.2	\$ 476.9	\$ (21.1)	\$ (23.6)

	Pension Benefits			Other Benefits		
	2017	2016	2015	2017	2016	2015
Components of net periodic benefit costs	(millions)					
Service cost	\$ 44.2	\$ 42.0	\$ 45.3	\$ 2.1	\$ 2.6	\$ 3.3
Interest cost	53.5	52.9	50.3	5.4	6.1	6.8
Expected return on plan assets	(51.2)	(49.2)	(51.7)	(2.6)	(3.1)	(2.9)
Prior service cost	0.7	0.7	0.8	—	1.2	3.1
Recognized net actuarial (gain) loss	49.7	51.8	51.4	(0.5)	(1.5)	0.2
Transition obligation	—	—	—	—	—	0.2
Settlement and special termination benefits	16.3	—	—	—	—	—
Net periodic benefit costs before regulatory adjustment	113.2	98.2	96.1	4.4	5.3	10.7
Regulatory adjustment	(13.8)	(4.9)	(9.8)	1.9	6.0	4.4
Net periodic benefit costs	99.4	93.3	86.3	6.3	11.3	15.1
Other changes in plan assets and benefit obligations recognized in OCI or regulatory assets/liabilities						
Current year net (gain) loss	72.0	63.6	8.6	3.0	1.1	(20.6)
Amortization of gain (loss)	(65.6)	(51.8)	(51.4)	0.5	1.5	(0.2)
Prior service cost	—	—	—	—	(10.2)	(7.0)
Amortization of prior service cost	(0.7)	(0.7)	(0.8)	—	(1.2)	(3.1)
Amortization of transition obligation	—	—	—	—	—	(0.2)
Other regulatory activity	9.6	4.6	4.3	(1.0)	(5.4)	(4.4)
Total recognized in OCI or regulatory asset/liability	15.3	15.7	(39.3)	2.5	(14.2)	(35.5)
Total recognized in net periodic benefit costs and OCI or regulatory asset/liability	\$ 114.7	\$ 109.0	\$ 47.0	\$ 8.8	\$ (2.9)	\$ (20.4)

For financial reporting purposes, the estimated prior service cost and net loss for the defined benefit plans that will be amortized from accumulated other comprehensive income (OCI) or a regulatory asset into net periodic benefit cost in 2018 are \$0.7 million and \$45.7 million, respectively. For financial reporting purposes, net actuarial gains and losses are recognized on a rolling five-year average basis. For regulatory reporting purposes, net actuarial gains and losses are amortized over ten years. The estimated net gain for the other post-retirement benefit plans that will be amortized from accumulated OCI or a regulatory asset into net periodic benefit cost in 2018 is \$0.2 million.

The accumulated benefit obligation (ABO) for all defined benefit pension plans was \$1,169.8 million and \$1,090.2 million at December 31, 2017, and 2016, respectively. Pension and other post-retirement benefit plans with the PBO, ABO or accumulated other post-retirement benefit obligation (APBO) in excess of the fair value of plan assets at year-end are detailed in the following table.

	2017	2016
Pension plans with the PBO in excess of plan assets	(millions)	
Projected benefit obligation	\$ 1,355.9	\$ 1,244.6
Fair value of plan assets	848.4	776.8
Pension plans with the ABO in excess of plan assets		
Accumulated benefit obligation	\$ 1,169.8	\$ 1,090.2
Fair value of plan assets	848.4	776.8
Other post-retirement benefit plans with the APBO in excess of plan assets		
Accumulated other post-retirement benefit obligation	\$ 111.6	\$ 61.7
Fair value of plan assets	81.5	38.3

The GMO Supplemental Executive Retirement Plan (SERP) is reflected as an unfunded ABO of \$24.0 million. Great Plains Energy has approximately \$14.7 million of assets in a non-qualified trust for this plan as of December 31, 2017, and expects to fund future benefit payments from these assets.

The expected long-term rate of return on plan assets represents Great Plains Energy's estimate of the long-term return on plan assets and is based on historical and projected rates of return for current and planned asset classes in the plans' investment portfolios. Assumed projected rates of return for each asset class were selected after analyzing historical experience and future expectations of the returns of various asset classes. Based on the target asset allocation for each asset class, the overall expected rate of return for the portfolios was developed and adjusted for the effect of projected benefits paid from plan assets and future plan contributions. The following tables provide the weighted-average assumptions used to determine benefit obligations and net costs.

Weighted-average assumptions used to determine the benefit obligation at December 31	Pension Benefits		Other Benefits	
	2017	2016	2017	2016
Discount rate	3.72%	4.31%	3.64%	4.20%
Rate of compensation increase	3.62%	3.62%	3.50%	3.50%

Weighted-average assumptions used to determine net costs for years ended December 31	Pension Benefits		Other Benefits	
	2017	2016	2017	2016
Discount rate	4.31%	4.54%	4.20%	4.47%
Expected long-term return on plan assets	6.73%	7.14%	2.00% *	2.54% *
Rate of compensation increase	3.62%	3.62%	3.50%	3.50%

*after tax

Great Plains Energy expects to contribute \$84.0 million to the pension plans in 2018 to meet Employee Retirement Income Security Act of 1974, as amended (ERISA) funding requirements and regulatory orders, the majority of which is expected to be paid by KCP&L. Great Plains Energy's funding policy is to contribute amounts sufficient to meet the ERISA funding requirements and MPSC and KCC rate orders plus additional amounts as considered appropriate; therefore, actual contributions may differ from expected contributions. Great Plains Energy also expects to contribute \$4.6 million to other post-retirement benefit plans in 2018, the majority of which is expected to be paid by KCP&L.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid through 2027.

	Pension Benefits	Other Benefits
	(millions)	
2018	\$ 79.3	\$ 9.2
2019	82.2	9.2
2020	84.7	9.6
2021	86.0	10.1
2022	86.5	10.4
2023-2027	459.9	55.6

Pension plan assets are managed in accordance with prudent investor guidelines contained in the ERISA requirements. The investment strategy supports the objective of the fund, which is to earn the highest possible return on plan assets within a reasonable and prudent level of risk. The portfolios are invested, and periodically rebalanced, to achieve targeted allocations of approximately 33% U.S. large cap and small cap equity securities, 21% international equity securities, 36% fixed income securities, 7% real estate, 1% commodities and 2% hedge funds. Fixed income securities include domestic and foreign corporate bonds, collateralized mortgage obligations and asset-backed securities, U.S. government agency, state and local obligations, U.S. Treasury notes and money market funds.

The fair values of Great Plains Energy's pension plan assets at December 31, 2017 and 2016, by asset category are in the following tables.

Description	December 31 2017	Fair Value Measurements Using			Assets measured at NAV
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
(millions)					
Pension Plans					
Equity securities					
U.S. ^(a)	\$ 279.8	\$ 236.4	\$ —	\$ —	\$ 43.4
International ^(b)	176.0	123.5	—	—	52.5
Real estate ^(c)	46.4	13.6	—	—	32.8
Commodities ^(d)	17.0	—	—	—	17.0
Fixed income securities					
Fixed income funds ^(e)	71.8	21.4	—	—	50.4
U.S. Treasury	51.5	51.5	—	—	—
U.S. Agency, state and local obligations	18.3	—	18.3	—	—
U.S. corporate bonds ^(f)	119.2	—	119.2	—	—
Foreign corporate bonds	12.5	—	12.5	—	—
Hedge funds ^(g)	15.7	—	—	—	15.7
Cash equivalents	35.6	35.6	—	—	—
Other	4.6	—	4.6	—	—
Total	\$ 848.4	\$ 482.0	\$ 154.6	\$ —	\$ 211.8

Description	December 31 2016	Fair Value Measurements Using			Assets measured at NAV
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Pension Plans					
Equity securities					
U.S. ^(a)	\$ 247.6	\$ 213.0	\$ —	\$ —	\$ 34.6
International ^(b)	163.7	120.4	—	—	43.3
Real estate ^(c)	42.7	12.4	—	—	30.3
Commodities ^(d)	14.1	—	—	—	14.1
Fixed income securities					
Fixed income funds ^(e)	65.1	20.9	—	—	44.2
U.S. Treasury	52.2	52.2	—	—	—
U.S. Agency, state and local obligations	17.9	—	17.9	—	—
U.S. corporate bonds ^(f)	120.2	—	120.2	—	—
Foreign corporate bonds	9.3	—	9.3	—	—
Hedge funds ^(g)	15.6	—	—	—	15.6
Cash equivalents	31.7	31.7	—	—	—
Other	(3.3)	—	(3.3)	—	—
Total	\$ 776.8	\$ 450.6	\$ 144.1	\$ —	\$ 182.1

^(a) At December 31, 2017 and 2016, this category is comprised of \$75.5 million and \$128.8 million, respectively, of traded mutual funds valued at daily listed prices and \$160.9 million and \$84.2 million, respectively, of traded common stocks and exchange traded funds. At December 31, 2017 and 2016, this category also includes \$43.4 million and \$34.6 million, respectively, of institutional common/collective trust funds valued at net asset value (NAV) per share (or its equivalent) and is not categorized in the fair value hierarchy.

^(b) At December 31, 2017 and 2016, this category is comprised of \$95.6 million and \$92.8 million, respectively, of traded mutual funds valued at daily listed prices and \$27.9 million and \$27.6 million, respectively, of traded American depository receipts, global depository receipts and ordinary shares. At December 31, 2017 and 2016, this category also includes \$52.5 million and \$43.3 million, respectively, of institutional common/collective trust funds valued at NAV per share (or its equivalent) and is not categorized in the fair value hierarchy.

^(c) At December 31, 2017 and 2016, this category is comprised of \$13.6 million and \$12.4 million, respectively, of traded real estate investment trusts. At December 31, 2017 and 2016, this category also includes \$32.8 million and \$30.3 million, respectively, of institutional common/collective trust funds and a limited partnership valued at NAV per share (or its equivalent) and is not categorized in the fair value hierarchy.

^(d) Consists of institutional common/collective trust funds valued at NAV per share (or its equivalent) and is not categorized in the fair value hierarchy.

^(e) At December 31, 2017 and 2016, this category is comprised of \$21.4 million and \$20.9 million, respectively, of traded mutual funds valued at daily listed prices. At December 31, 2017 and 2016, this category also includes \$50.4 million and \$44.2 million, respectively, of institutional common/collective trust funds valued at NAV per share (or its equivalent) and is not categorized in the fair value hierarchy.

^(f) At December 31, 2017 and 2016, this category is comprised of \$113.3 million and \$115.7 million, respectively, of corporate bonds. At December 31, 2017 and 2016, there were also \$3.2 million and \$2.3 million, respectively, of collateralized mortgage obligations and \$2.7 million and \$2.2 million, respectively, of other asset-backed securities.

^(g) Consists of closely-held limited partnerships valued at NAV per share (or its equivalent) and is not categorized in the fair value hierarchy.

Other post-retirement plan assets are also managed in accordance with prudent investor guidelines contained in the ERISA requirements. The investment strategy supports the objective of the funds, which is to preserve capital, maintain sufficient liquidity and earn a consistent rate of return. Other post-retirement plan assets are invested primarily in fixed income securities, which may include domestic and foreign corporate bonds, collateralized mortgage obligations and asset-backed securities, U.S. government agency, state and local obligations, U.S. Treasury notes and money market funds, as well as domestic and international equity funds.

The fair values of Great Plains Energy's other post-retirement plan assets at December 31, 2017 and 2016, by asset category are in the following tables.

Description	December 31 2017	Fair Value Measurements Using			Assets measured at NAV
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Other Post-Retirement Benefit Plans (millions)					
Equity securities	\$ 3.7	\$ 3.7	\$ —	\$ —	\$ —
Fixed income securities					
Fixed income fund ^(a)	56.4	—	—	—	56.4
U.S. Treasury	3.0	3.0	—	—	—
U.S. Agency, state and local obligations	5.5	—	5.5	—	—
U.S. corporate bonds ^(b)	18.7	—	18.7	—	—
Foreign corporate bonds	1.6	—	1.6	—	—
Cash equivalents	25.3	25.3	—	—	—
Mutual funds	0.2	0.2	—	—	—
Other	1.4	—	1.4	—	—
Total	\$ 115.8	\$ 32.2	\$ 27.2	\$ —	\$ 56.4

Description	December 31 2016	Fair Value Measurements Using			Assets measured at NAV
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Other Post-Retirement Benefit Plans (millions)					
Equity securities	\$ 4.1	\$ 4.1	\$ —	\$ —	\$ —
Fixed income securities					
Fixed income fund ^(a)	62.7	—	—	—	62.7
U.S. Treasury	3.9	3.9	—	—	—
U.S. Agency, state and local obligations	4.3	—	4.3	—	—
U.S. corporate bonds ^(b)	17.8	—	17.8	—	—
Foreign corporate bonds	1.6	—	1.6	—	—
Cash equivalents	19.5	19.5	—	—	—
Other	1.7	0.2	1.5	—	—
Total	\$ 115.6	\$ 27.7	\$ 25.2	\$ —	\$ 62.7

^(a) At December 31, 2017 and 2016, this category includes \$56.4 million and \$62.7 million, respectively, of an institutional common/collective trust fund valued at NAV per share (or its equivalent) and is not categorized in the fair value hierarchy.

^(b) At December 31, 2017 and 2016, this category is comprised of \$15.1 million and \$14.0 million, respectively, of corporate bonds, \$0.5 million and \$0.5 million, respectively, of collateralized mortgage obligations and \$3.1 million and \$3.3 million, respectively, of other asset-backed securities.

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. The cost trend assumed for 2017 and 2018 was 6.5% and 6.8%, respectively, with the rate declining through 2027 to the ultimate cost trend rate of 4.5%.

The effects of a one-percentage point change in the assumed health care cost trend rates, holding all other assumptions constant, at December 31, 2017, are detailed in the following table.

	Increase	Decrease
	(millions)	
Effect on total service and interest component	\$ 0.2	\$ (0.2)
Effect on post-retirement benefit obligation	0.4	(0.3)

Employee Savings Plans

Great Plains Energy has defined contribution savings plans (401(k)) that cover substantially all employees. Great Plains Energy matches employee contributions, subject to limits. The annual cost of the plans was approximately \$10.9 million in 2017, \$11.5 million in 2016 and \$10.6 million in 2015. KCP&L's annual cost of the plans was approximately \$7.7 million in 2017, \$8.0 million in 2016 and \$7.9 million in 2015.

10. EQUITY COMPENSATION

Great Plains Energy's Long-Term Incentive Plan is an equity compensation plan approved by Great Plains Energy's shareholders. The Long-Term Incentive Plan permits the grant of restricted stock, restricted stock units, bonus shares, stock options, stock appreciation rights, director shares, director deferred share units, performance shares and other stock-based awards to directors, officers and other employees of Great Plains Energy and KCP&L. The maximum number of shares of Great Plains Energy common stock that can be issued under the plan is 8.0 million. Common stock shares delivered by Great Plains Energy under the Long-Term Incentive Plan may be authorized but unissued, held in the treasury or purchased on the open market (including private purchases) in accordance with applicable securities laws. Great Plains Energy expects to purchase common stock on the open market during 2018 to satisfy performance share payments and director deferred share unit conversion. Forfeiture rates are based on historical forfeitures and future expectations and are reevaluated annually.

The following table summarizes Great Plains Energy's and KCP&L's equity compensation expense and the associated income tax benefit.

	2017	2016	2015
	(millions)		
Great Plains Energy			
Equity compensation expense	\$ 6.3	\$ 5.0	\$ 4.0
Income tax benefit	2.4	1.6	1.4
KCP&L			
Equity compensation expense	\$ 4.2	\$ 3.2	\$ 2.6
Income tax benefit	1.6	1.0	0.9

Performance Shares

The payment of performance shares is contingent upon achievement of specific performance goals over a stated period of time as approved by the Compensation and Development Committee of the Board. The number of performance shares ultimately paid can vary from the number of shares initially granted depending on Great Plains Energy's performance over stated performance periods. Compensation expense for performance shares is calculated by recognizing the portion of the fair value for each reporting period for which the requisite service has been rendered. Dividends are accrued over the vesting period and paid in cash based on the number of performance shares ultimately paid.

The fair value of performance share awards is estimated using the market value of the Company's stock at the valuation date and a Monte Carlo simulation technique that incorporates assumptions for inputs of expected volatilities, dividend yield and risk-free rates. Expected volatility is based on daily stock price change during a historical period commensurate with the remaining term of the performance period of the grant. The risk-free rate is based upon the rate at the time of the evaluation for zero-coupon government bonds with a maturity consistent with the remaining performance period of the grant. The dividend yield is based on the most recent dividends paid and

the actual closing stock price on the valuation date. For shares granted in 2017, inputs for expected volatility, dividend yield and risk-free rates were 18%, 3.8% and 1.58%, respectively.

Performance share activity is summarized in the following table. Performance adjustment represents the number of shares of common stock related to performance shares ultimately issued that can vary from the number of performance shares initially granted depending on Great Plains Energy's performance over a stated period of time.

	Performance Shares	Grant Date Fair Value*
Beginning balance January 1, 2017	625,100	\$ 28.13
Granted	236,433	31.26
Earned	(212,992)	28.48
Forfeited	(103,454)	29.24
Ending balance December 31, 2017	545,087	29.12

* weighted-average

At December 31, 2017, the remaining weighted-average contractual term was 1.1 years. The weighted-average grant-date fair value of shares granted was \$31.26, \$31.41 and \$24.03 in 2017, 2016 and 2015, respectively. At December 31, 2017, there was \$6.1 million of total unrecognized compensation expense, net of forfeiture rates, related to performance shares granted under the Long-Term Incentive Plan, which will be recognized over the remaining weighted-average contractual term. The total fair value of performance shares earned and paid was \$6.1 million, \$7.4 million and \$0.5 million in 2017, 2016 and 2015, respectively.

Restricted Stock

Restricted stock cannot be sold or otherwise transferred by the recipient prior to vesting and has a value equal to the fair market value of the shares on the issue date. Restricted stock shares vest over a stated period of time with accruing reinvested dividends subject to the same restrictions. Compensation expense, calculated by multiplying shares by the grant-date fair value related to restricted stock, is recognized over the stated vesting period. Restricted stock activity is summarized in the following table.

	Nonvested Restricted Stock	Grant Date Fair Value*
Beginning balance January 1, 2017	249,672	\$ 27.20
Granted and issued	81,040	28.68
Vested	(112,813)	26.92
Forfeited	(25,497)	28.10
Ending balance December 31, 2017	192,402	27.87

* weighted-average

At December 31, 2017, the remaining weighted-average contractual term was 1.2 years. The weighted-average grant-date fair value of shares granted was \$28.68, \$29.41 and \$25.89 in 2017, 2016 and 2015, respectively. At December 31, 2017, there was \$2.1 million of total unrecognized compensation expense, net of forfeiture rates, related to nonvested restricted stock granted under the Long-Term Incentive Plan, which will be recognized over the remaining weighted-average contractual term. Total fair value of shares vested was \$3.0 million, \$1.8 million and \$2.2 million in 2017, 2016 and 2015, respectively.

Director Deferred Share Units

Non-employee directors receive shares of Great Plains Energy's common stock as part of their annual retainer. Each director may elect to defer receipt of their shares by receiving Director Deferred Share Units that convert to shares of Great Plains Energy's common stock at the end of January in the year after departure from the Board or such other time as elected by each director. Director Deferred Share Units have a value equal to the market value of Great Plains Energy's common stock on the grant date with accruing dividends. Compensation expense, calculated by multiplying the director deferred share units by the related grant-date fair value, is recognized at the grant date.

The total fair value of shares of Director Deferred Share Units issued was insignificant for 2017 and 2016. Director Deferred Share Units activity is summarized in the following table.

	Share Units	Grant Date Fair Value*
Beginning balance January 1, 2017	138,587	\$ 23.96
Issued	23,435	30.09
Converted	(22,871)	21.81
Ending balance December 31, 2017	139,151	25.35

* weighted-average

11. SHORT-TERM BORROWINGS AND SHORT-TERM BANK LINES OF CREDIT

Great Plains Energy's \$200 Million Revolving Credit Facility

Great Plains Energy's \$200 million revolving credit facility with a group of banks expires in October 2019. The facility's terms permit transfers of unused commitments between this facility and the KCP&L and GMO facilities discussed below, with the total amount of the facility not exceeding \$400 million at any one time. A default by Great Plains Energy or any of its significant subsidiaries on other indebtedness totaling more than \$50.0 million is a default under the facility. Under the terms of this facility, Great Plains Energy is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the facility, not greater than 0.65 to 1.00 at all times. At December 31, 2017, Great Plains Energy was in compliance with this covenant. At December 31, 2017, Great Plains Energy had \$11.0 million of outstanding cash borrowings at a weighted-average interest rate of 2.94% and had issued \$1.0 million in letters of credit under the credit facility. At December 31, 2016, Great Plains Energy had no outstanding cash borrowings and had issued \$1.0 million in letters of credit under the credit facility.

KCP&L's \$600 Million Revolving Credit Facility and Commercial Paper

KCP&L's \$600 million revolving credit facility with a group of banks provides support for its issuance of commercial paper and other general corporate purposes and expires in October 2019. Great Plains Energy and KCP&L may transfer up to \$200 million of unused commitments between Great Plains Energy's and KCP&L's facilities. A default by KCP&L on other indebtedness totaling more than \$50.0 million is a default under the facility. Under the terms of this facility, KCP&L is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the facility, not greater than 0.65 to 1.00 at all times. At December 31, 2017, KCP&L was in compliance with this covenant. At December 31, 2017, KCP&L had \$167.5 million of commercial paper outstanding at a weighted-average interest rate of 1.95%, had issued letters of credit totaling \$2.7 million and had no outstanding cash borrowings under the credit facility. At December 31, 2016, KCP&L had \$132.9 million of commercial paper outstanding at a weighted-average interest rate of 0.98%, had issued letters of credit totaling \$2.8 million and had no outstanding cash borrowings under the credit facility.

GMO's \$450 Million Revolving Credit Facility and Commercial Paper

GMO's \$450 million revolving credit facility with a group of banks provides support for its issuance of commercial paper and other general corporate purposes and expires in October 2019. Great Plains Energy and GMO may transfer up to \$200 million of unused commitments between Great Plains Energy's and GMO's facilities. A default by GMO or any of its significant subsidiaries on other indebtedness totaling more than \$50.0 million is a default under the facility. Under the terms of this facility, GMO is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the facility, not greater than 0.65 to 1.00 at all times. At December 31, 2017, GMO was in compliance with this covenant. At December 31, 2017, GMO had \$209.3 million of commercial paper outstanding at a weighted-average interest rate of 1.85%, had issued letters of credit totaling \$2.1 million and had no outstanding cash borrowings under the credit facility. At December 31, 2016, GMO had \$201.9 million of commercial paper outstanding at a weighted-average interest rate of 1.02%, had issued letters of credit totaling \$1.9 million and had no outstanding cash borrowings under the credit facility.

Great Plains Energy's \$864.5 Million Term Loan Facility

In connection with the Original Merger Agreement, Great Plains Energy entered into a commitment letter for a 364-day senior unsecured bridge term loan facility, originally for an aggregate principal amount of \$8.017 billion to support the anticipated transaction and provide flexibility for the timing of long-term financing. Following Great Plains Energy's completed acquisition financings, the aggregate principal amount of the facility was subsequently reduced to \$864.5 million and the expiration date of the facility was extended to November 30, 2017. The remaining commitment of \$864.5 million was terminated in July 2017 in connection with the Amended Merger Agreement.

12. LONG-TERM DEBT

Great Plains Energy's and KCP&L's long-term debt is detailed in the following table.

	Year Due	December 31	
		2017	2016
(millions)			
KCP&L			
General Mortgage Bonds			
2.95% EIRR bonds	2023	\$ 79.5	\$ 110.5
7.15% Series 2009A (8.59% rate) ^(a)	2019	400.0	400.0
Senior Notes			
5.85% Series (5.72% rate) ^(a)		—	250.0
6.375% Series (7.49% rate) ^(a)	2018	350.0	350.0
3.15% Series	2023	300.0	300.0
3.65% Series	2025	350.0	350.0
6.05% Series (5.78% rate) ^(a)	2035	250.0	250.0
5.30% Series	2041	400.0	400.0
4.20% Series	2047	300.0	—
EIRR Bonds			
1.329% Series 2007A and 2007B ^(b)	2035	146.5	146.5
2.875% Series 2008	2038	23.4	23.4
Current maturities		(350.0)	(281.0)
Unamortized discount and debt issuance costs		(17.2)	(15.4)
Total KCP&L excluding current maturities ^(c)		2,232.2	2,284.0
Other Great Plains Energy			
GMO First Mortgage Bonds 9.44% Series	2018-2021	4.6	5.7
GMO Senior Notes			
8.27% Series	2021	80.9	80.9
3.49% Series A	2025	125.0	125.0
4.06% Series B	2033	75.0	75.0
4.74% Series C	2043	150.0	150.0
GMO Medium Term Notes			
7.33% Series	2023	3.0	3.0
7.17% Series	2023	7.0	7.0
Great Plains Energy Senior Notes			
6.875% Series (7.33% rate) ^(a)		—	100.0
4.85% Series	2021	350.0	350.0
5.292% Series	2022	287.5	287.5
Current maturities		(1.1)	(101.1)
Unamortized discount and premium, net and debt issuance costs		(1.5)	(1.8)
Total Great Plains Energy excluding current maturities ^(c)		\$ 3,312.6	\$ 3,365.2

^(a) Rate after amortizing gains/losses recognized in other comprehensive income (OCI) on settlements of interest rate hedging instruments

^(b) Variable rate

^(c) At December 31, 2017 and 2016, does not include \$50.0 million and \$21.9 million of secured Series 2005 Environmental Improvement Revenue Refunding (EIRR) bonds because the bonds were repurchased in September 2015 and are held by KCP&L

Amortization of Debt Expense

Great Plains Energy's and KCP&L's amortization of debt expense is detailed in the following table.

	2017	2016	2015
	(millions)		
KCP&L	\$ 3.0	\$ 3.2	\$ 3.0
Other Great Plains Energy	26.9	30.6	1.1
Total Great Plains Energy	\$ 29.9	\$ 33.8	\$ 4.1

In 2017 and 2016, Other Great Plains Energy includes \$23.6 million and \$29.6 million, respectively, of amortization of debt expense related to Great Plains Energy's bridge term loan facility. Fees related to this facility were amortized over the term of the facility.

KCP&L General Mortgage Bonds

KCP&L has issued mortgage bonds under the Indenture. The Indenture creates a mortgage lien on substantially all of KCP&L's utility plant. Mortgage bonds totaling \$479.5 million and \$510.5 million were outstanding at December 31, 2017 and 2016, respectively. KCP&L repaid its \$31.0 million secured Series 1992 EIRR bonds at maturity in July 2017.

KCP&L Senior Notes

In June 2017, KCP&L issued, at a discount, \$300.0 million of 4.20% unsecured Senior Notes, maturing in 2047. KCP&L also repaid its \$250.0 million of 5.85% unsecured Senior Notes at maturity in June 2017.

KCP&L Municipal Bond Insurance Policies

KCP&L's secured Series 2005 EIRR bonds totaling \$50.0 million and \$21.9 million, respectively, are covered by a municipal bond insurance policy between KCP&L and Syncora Guarantee, Inc. (Syncora). The insurance agreements between KCP&L and Syncora provide for reimbursement by KCP&L for any amounts that Syncora pays under the municipal bond insurance policies. The insurance agreements contain a covenant that the indebtedness to total capitalization ratio of KCP&L and its consolidated subsidiaries will not be greater than 0.68 to 1.00. At December 31, 2017, KCP&L was in compliance with this covenant. KCP&L is also restricted from issuing additional bonds under its General Mortgage Indenture if, after giving effect to such additional bonds, the proportion of secured debt to total indebtedness would be more than 75%, or more than 50% if the long term rating for such bonds by S&P Global Ratings or Moody's Investors Service would be at or below A- or A3, respectively. The insurance agreement covering the unsecured Series 2005 EIRR bonds also required KCP&L to provide collateral to Syncora in the form of \$50.0 million of Mortgage Bonds Series 2005 EIRR Insurer due 2035 for KCP&L's obligations under the insurance agreement as a result of KCP&L issuing general mortgage bonds in 2009 (other than refunding of outstanding general mortgage bonds) that resulted in the aggregate amount of outstanding general mortgage bonds exceeding 10% of total capitalization. The bonds are not incremental debt for KCP&L but collateralize Syncora's claim on KCP&L if Syncora was required to meet its obligation under the insurance agreement. In the event of a default under the insurance agreements, Syncora may take any available legal or equitable action against KCP&L, including seeking specific performance of the covenants.

GMO First Mortgage Bonds

GMO has issued mortgage bonds under the General Mortgage Indenture and Deed of Trust dated April 1, 1946, as supplemented. The Indenture creates a mortgage lien on a portion of GMO's utility plant. Mortgage bonds totaling \$4.6 million and \$5.7 million, respectively, were outstanding at December 31, 2017 and 2016.

GMO Senior Notes

Under the terms of the note purchase agreement for GMO's Series A, B and C Senior Notes, GMO is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the agreement, not greater than 0.65 to 1.00 at all times. In addition, GMO's priority debt, as defined in the agreement, cannot exceed 15% of consolidated tangible net worth, as defined in the agreement. At December 31, 2017, GMO was in compliance with these covenants.

Great Plains Energy Senior Notes

In March 2017, Great Plains Energy issued \$4.3 billion of senior notes in order to fund the majority of the cash portion of the acquisition of Westar under the Original Merger Agreement.

In July 2017, as a result of the Amended Merger Agreement, Great Plains Energy determined in its reasonable judgment that the acquisition of Westar would not close prior to November 30, 2017 and exercised its special optional redemption right to redeem the senior notes issued in March 2017. The redemption price was equal to 101% of the principle amount of the senior notes, including accrued and unpaid interest, for a total redemption cost of \$4,400.1 million. As a result of the redemption, Great Plains Energy recorded a loss on extinguishment of debt of \$82.8 million in July 2017.

Great Plains Energy repaid its \$100.0 million of 6.875% unsecured Senior Notes at maturity in September 2017.

Scheduled Maturities

Great Plains Energy's and KCP&L's long-term debt maturities for the next five years are detailed in the following table.

	2018	2019	2020	2021	2022
	(millions)				
Great Plains Energy	\$ 351.1	\$ 401.1	\$ 1.1	\$ 432.0	\$ 287.5
KCP&L	350.0	400.0	—	—	—

13. COMMON STOCK

Great Plains Energy has an effective shelf registration statement for the sale of unlimited amounts of securities with the SEC that became effective in March 2015 and expires in March 2018. In September 2016, Great Plains Energy filed a post-effective amendment to its shelf registration statement to register depositary shares and preference stock among the types of securities that Great Plains Energy may offer and sell. Great Plains Energy does not expect to replace this shelf registration statement prior to the closing of the anticipated merger with Westar.

In September 2016, Great Plains Energy shareholders approved an amendment to Great Plains Energy's articles of incorporation, increasing the authorized number of shares of common stock, without par value, to 600 million shares from 250 million shares.

In October 2016, Great Plains Energy completed a registered public offering of 60.5 million shares of common stock, without par value, at a public offering price of \$26.45 per share, for total gross proceeds of approximately \$1.6 billion (net proceeds of approximately \$1.55 billion after issuance costs). Great Plains Energy planned to use proceeds from the offering to finance a portion of the cash consideration for the acquisition of Westar under the Original Merger Agreement.

Great Plains Energy has shares of common stock registered with the SEC for its Dividend Reinvestment and Direct Stock Purchase Plan. The plan allows for the purchase of common shares by reinvesting dividends or making optional cash payments. Great Plains Energy can issue new shares or purchase shares on the open market for the plan. At December 31, 2017, 0.9 million shares remained available for future issuances.

Great Plains Energy has shares of common stock registered with the SEC for a defined contribution savings plan (401(k)). Shares issued under the plan may be either newly issued shares or shares purchased in the open market. At December 31, 2017, 0.5 million shares remained available for future issuances.

Treasury shares are held for future distribution upon issuance of shares in conjunction with the Company's Long-Term Incentive Plan.

Great Plains Energy's articles of incorporation restrict the payment of common stock dividends in the event common equity is 25% or less of total capitalization. Certain conditions in the MPSC and KCC orders authorizing

the holding company structure require Great Plains Energy and KCP&L to maintain consolidated common equity of at least 30% and 35%, respectively, of total capitalization (including only the amount of short-term debt in excess of the amount of construction work in progress). Under the Federal Power Act, KCP&L and GMO generally can pay dividends only out of retained earnings. The revolving credit agreements of Great Plains Energy, KCP&L and GMO and the note purchase agreement for GMO's Series A, B and C Senior Notes contain a covenant requiring the respective company to maintain a consolidated indebtedness to consolidated total capitalization ratio of not more than 0.65 to 1.00 at all times. Under the Amended Merger Agreement, Great Plains Energy is also restricted from paying a quarterly common stock dividend in excess of \$0.275 per share without the consent of Westar.

As of December 31, 2017, all of Great Plains Energy's and KCP&L's retained earnings and net income were free of restrictions. As a result of the above restrictions, Great Plains Energy's subsidiaries had restricted net assets of approximately \$2.8 billion as of December 31, 2017. The restrictions are not expected to affect the Companies' ability to pay dividends at the current level in the foreseeable future.

14. PREFERRED STOCK

At December 31, 2017, 1.6 million shares of Cumulative No Par Preferred Stock, 390,000 shares of Cumulative Preferred Stock, \$100 par value and 11.0 million shares of no par Preference Stock were authorized under Great Plains Energy's articles of incorporation.

Series A Mandatory Convertible Preferred Stock

On May 29, 2016, Great Plains Energy entered into a stock purchase agreement with OMERS, pursuant to which Great Plains Energy would issue and sell to OMERS 750,000 shares of Series A Preferred Stock, for an aggregate purchase price equal to \$750 million at the closing of the Original Merger Agreement.

In July 2017, as a result of the Amended Merger Agreement, Great Plains Energy and OMERS terminated their stock purchase agreement for the Series A Preferred Stock. As a result of this termination, Great Plains Energy recorded \$15 million of previously deferred offering fees to non-operating expenses in the third quarter of 2017.

Series B Mandatory Convertible Preferred Stock

In October 2016, Great Plains Energy completed a registered public offering of 17.3 million depositary shares, each representing a 1/20th interest in a share of Great Plains Energy's Series B Preferred Stock, without par value, at a public offering price of \$50 per depositary share for total gross proceeds of \$862.5 million (net proceeds of approximately \$836.2 million after issuance costs). Great Plains Energy planned to use proceeds from the offering to fund a portion of the cash consideration for the acquisition of Westar under the Original Merger Agreement.

Each depositary share entitled the holder of such depositary share, through the bank depositary, to a 1/20th interest in the rights and preferences of the Series B Preferred Stock, including conversion, dividend, liquidation and voting rights, subject to the terms of the deposit agreement.

Unless previously converted or redeemed, on or around September 15, 2019, each outstanding share of Series B Preferred Stock would automatically convert into a number of shares of Great Plains Energy common stock equal to a conversion rate.

Dividends on the Series B Preferred Stock were payable on a cumulative basis when, as and if declared by Great Plains Energy's Board of Directors, and subject to Missouri law, at an annual rate of 7.00% on the liquidation preference of \$1,000 per share of Series B Preferred Stock (or \$50 per depositary share), payable in cash, Great Plains Energy common stock or a combination thereof.

Great Plains Energy's Series B Preferred Stock also contained an acquisition termination redemption option whereby in the event that the Original Merger Agreement was terminated or if Great Plains Energy determined in its reasonable judgment that the acquisition of Westar would not close or if the acquisition of Westar had not closed by November 30, 2017, then Great Plains Energy could at its sole option (but was not required to) redeem all of the Series B Preferred Stock. If exercised, the redemption price would be equal to either:

- (a) \$1,000 per share plus accumulated and unpaid dividends up to the redemption date; or
- (b) if the average price of Great Plains Energy's common stock exceeded a certain threshold amount, then a repurchase price that is equal to a make-whole formula.

The Series B Preferred Stock also contained a fundamental change conversion option whereby upon the occurrence of certain events deemed to be a fundamental change, including an acquisition, liquidation, or delisting of Great Plains Energy common stock, holders of the Series B Preferred Stock could:

- (a) convert their existing shares into shares of Great Plains Energy common stock; and
- (b) receive a dividend make-whole payment.

As a result of the Amended Merger Agreement, Great Plains Energy determined in its reasonable judgment that the acquisition of Westar under the Original Merger Agreement would not close and exercised its acquisition termination redemption option and redeemed the Series B Preferred Stock in August 2017. The Series B Preferred Stock was redeemed at a redemption price that was equal to a make-whole formula set forth in the terms of the Series B Preferred Stock. The total cost of the redemption was \$963.4 million. Great Plains Energy made the entire redemption payment in cash.

The dividend make-whole provisions within both the acquisition termination redemption and fundamental change conversion options discussed above represented embedded derivatives that in accordance with GAAP, were accounted for on a combined basis separately from the Series B Preferred Stock and reported at fair value. The fair value of the Series B Preferred Stock dividend make-whole provisions at inception and December 31, 2016 was insignificant. As part of the \$963.4 million redemption of the Series B Preferred Stock, the Series B Preferred Stock dividend make-whole provisions liability was settled in August 2017. In 2017, Great Plains Energy recognized a loss of \$124.8 million for the settlement of these provisions, which is recorded within loss on Series B Preferred Stock dividend make-whole provisions on the consolidated statements of comprehensive income (loss).

Great Plains Energy also recognized a redemption premium of \$2.4 million in connection with the redemption of the Series B Preferred Stock in 2017. This premium is represented as the difference between the redemption cost of \$963.4 million and the \$836.2 million carrying value of the Series B Preferred Stock, less the \$124.8 million paid to settle the Series B Preferred Stock dividend make-whole provisions. The redemption premium is recorded as a reduction to earnings (loss) available for common shareholders and is recorded within preferred stock dividend requirements and redemption premium on the consolidated statements of comprehensive income (loss).

15. COMMITMENTS AND CONTINGENCIES

Environmental Matters

Great Plains Energy and KCP&L are subject to extensive federal, state and local environmental laws, regulations and permit requirements relating to air and water quality, waste management and disposal, natural resources and health and safety. In addition to imposing continuing compliance obligations and remediation costs, these laws, regulations and permits authorize the imposition of substantial penalties for noncompliance, including fines, injunctive relief and other sanctions. The cost of complying with current and future environmental requirements is expected to be material to Great Plains Energy and KCP&L. Failure to comply with environmental requirements or to timely recover environmental costs through rates could have a material effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

Great Plains Energy's and KCP&L's current estimates of capital expenditures (exclusive of AFUDC and property taxes) over the next five years to comply with environmental regulations are in the following table. The total cost of compliance with any existing, proposed or future laws and regulations may be significantly different from these cost estimates provided.

	2018	2019	2020	2021	2022
	(millions)				
Great Plains Energy	\$ 14.6	\$ 2.8	\$ 7.7	\$ 20.1	\$ 63.1
KCP&L	14.5	2.8	7.7	20.1	63.1

The Companies expect to seek recovery of the costs associated with environmental requirements through rate increases; however, there can be no assurance that such rate increases would be granted. The Companies may be subject to materially adverse rate treatment in response to competitive, economic, political, legislative or regulatory factors and/or public perception of the Companies' environmental reputation.

The following discussion groups environmental and certain associated matters into the broad categories of air and climate change, water, solid waste and remediation.

Clean Air Act and Climate Change Overview

The Clean Air Act Amendments of 1990 (Clean Air Act) and associated regulations enacted by the EPA form a comprehensive program to preserve and enhance air quality. States are required to establish regulations and programs to address all requirements of the Clean Air Act and have the flexibility to enact more stringent requirements. All of Great Plains Energy's and KCP&L's generating facilities, and certain of their other facilities, are subject to the Clean Air Act.

Climate Change

The Companies' current generation capacity is primarily coal-fired and is estimated to produce about one ton of carbon dioxide (CO₂) per MWh, or approximately 17 million tons and 13 million tons per year for Great Plains Energy and KCP&L, respectively. The Companies are subject to existing greenhouse gas reporting regulations and certain greenhouse gas requirements. Federal or state legislation concerning the reduction of emissions of greenhouse gases, including CO₂, could be enacted in the future. At the international level, the Paris Agreement was adopted in December 2015 by nearly 200 countries and became effective in November 2016. The Paris Agreement does not result in any new, legally binding obligations on the U.S. to meet a particular greenhouse gas emissions target, but establishes a framework for international cooperation on climate change. In June 2017, U.S. President Donald Trump announced the U.S. would withdraw from the Paris Agreement. Under the rules of the Paris Agreement, the earliest any country can withdraw is November 2020. Other international agreements legally binding on the U.S. may be reached in the future. Greenhouse gas legislation has the potential of having significant financial and operational impacts on Great Plains Energy and KCP&L; however, the ultimate financial and operational consequences to Great Plains Energy and KCP&L cannot be determined until such legislation is passed. In the absence of new Congressional mandates, the EPA is proceeding with the regulation of greenhouse gases under the existing Clean Air Act.

In August 2015, the EPA finalized CO₂ emission standards for new, modified and reconstructed affected fossil-fuel-fired electric utility generating units. The standards would not apply to Great Plains Energy's and KCP&L's existing units unless the units were modified or reconstructed in the future. Also in August 2015, the EPA finalized its Clean Power Plan which sets CO₂ emission performance rates for existing affected fossil-fuel-fired electric generating units. Nationwide, by 2030, the EPA projects the Clean Power Plan would achieve CO₂ emission reductions from the power sector of approximately 32% from CO₂ emission levels in 2005.

In February 2016, the U.S. Supreme Court granted a stay of the Clean Power Plan putting the rule on hold pending review in the U.S. Court of Appeals for the District of Columbia Circuit and any subsequent review by the U.S. Supreme Court if such review is sought. In October 2017, the EPA proposed to repeal

the Clean Power Plan on the basis that it exceeded the EPA's statutory authority. In December 2017, the EPA issued an advance notice of proposed rulemaking (ANPRM) to solicit comments as the agency considers proposing a future rule to replace the Clean Power Plan. In the ANPRM, the EPA is considering proposing emission guidelines to limit greenhouse gas emissions from existing electric utility generating units. Compliance with the Clean Power Plan or any replacement rule has the potential of having significant financial and operational impacts on Great Plains Energy and KCP&L; however, the ultimate financial and operational consequences to Great Plains Energy and KCP&L cannot be determined until the outcome of the EPA's proposal to repeal the Clean Power Plan and pending litigation is known.

Clean Water Act

The Clean Water Act and associated regulations enacted by the EPA form a comprehensive program to restore and preserve water quality. Like the Clean Air Act, states are required to establish regulations and programs to address all requirements of the Clean Water Act, and have the flexibility to enact more stringent requirements. All of Great Plains Energy's and KCP&L's generating facilities, and certain of their other facilities, are subject to the Clean Water Act.

In May 2014, the EPA finalized regulations pursuant to Section 316(b) of the Clean Water Act regarding cooling water intake structures pursuant to a court approved settlement. KCP&L generation facilities with cooling water intake structures are subject to the best technology available standards based on studies completed to comply with such standards. The rule provides flexibility to work with the states to develop the best technology available to minimize aquatic species impacted by being pinned against intake screens (impingement) or drawn into cooling water systems (entrainment). Estimated costs to comply with Section 316(b) of the Clean Water Act are included in the estimated capital expenditures table above.

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

Solid Waste

Solid and hazardous waste generation, storage, transportation, treatment and disposal are regulated at the federal and state levels under various laws and regulations. In December 2014, the EPA finalized regulations to regulate coal combustion residuals (CCRs) under the Resource Conservation and Recovery Act (RCRA) subtitle D to address the risks from the disposal of CCRs generated from the combustion of coal at electric generating facilities. The Companies use coal in generating electricity and dispose of the CCRs in both on-site facilities and facilities owned by third parties. KCP&L's Iatan, La Cygne, and Montrose Stations and GMO's Sibley Station have on-site facilities affected by the rule. The rule requires periodic assessments; groundwater monitoring; location restrictions; design and operating requirements; recordkeeping and notifications; and closure, among other requirements, for CCR units. The rule was promulgated in the Federal Register on April 17, 2015, and became effective six months after promulgation with various obligations effective at specified times within the rule. Estimated capital costs to comply with the CCR rule are included in the estimated capital expenditures table above. Certain requirements of the rule would require Great Plains Energy or KCP&L to expedite or incur additional capital expenditures in the future.

Great Plains Energy and KCP&L have AROs on their balance sheets for closure and post-closure of ponds and landfills containing CCRs. Certain requirements of the rule could in the future require further evaluation of the expected method of compliance and refinement of assumptions underlying the cost estimates for closure and post-closure. Great Plains Energy's and KCP&L's AROs could increase from the amounts presently recorded.

Remediation

Certain federal and state laws, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), hold current and previous owners or operators of contaminated facilities and persons who arranged for the disposal or treatment of hazardous substances liable for the cost of investigation and cleanup. CERCLA and other laws also authorize the EPA and other agencies to issue orders compelling potentially responsible parties to clean up sites that are determined to present an actual or potential threat to human health or the environment. GMO retains some environmental liability for several operations and investments it no longer owns. In addition, GMO also owns, or has acquired liabilities from companies that once owned or operated, former manufactured gas plant (MGP) sites, which are subject to the supervision of the EPA and various state environmental agencies.

At December 31, 2017 and 2016, KCP&L had \$0.3 million accrued for environmental remediation expenses, which covers ground water monitoring at a former MGP site. The amount accrued was established on an undiscounted basis and KCP&L does not currently have an estimated time frame over which the accrued amount may be paid.

In addition to the \$0.3 million accrual above, at December 31, 2017 and 2016, Great Plains Energy had \$1.5 million and \$1.4 million, respectively, accrued for the future investigation and remediation of certain additional GMO identified MGP sites and retained liabilities. This estimate was based upon review of the potential costs associated with conducting investigative and remedial actions at identified sites, as well as the likelihood of whether such actions will be necessary. This estimate could change materially after further investigation, and could also be affected by the actions of environmental agencies and the financial viability of other potentially responsible parties; however, given the uncertainty of these items the possible loss or range of loss in excess of the amount accrued is not estimable.

GMO has pursued recovery of remediation costs from insurance carriers and other potentially responsible parties. As a result of a settlement with an insurance carrier, approximately \$1.6 million in insurance proceeds less an annual deductible is available to GMO to recover qualified MGP remediation expenses. GMO would seek recovery of additional remediation costs and expenses through rate increases; however, there can be no assurance that such rate increases would be granted.

Contractual Commitments

Great Plains Energy's and KCP&L's expenses related to lease commitments are detailed in the following table.

	2017	2016	2015
	(millions)		
Great Plains Energy	\$ 14.2	\$ 15.0	\$ 16.8
KCP&L	13.1	13.7	15.0

Great Plains Energy's and KCP&L's contractual commitments at December 31, 2017, excluding pensions and long-term debt, are detailed in the following tables.

Great Plains Energy

	2018	2019	2020	2021	2022	After 2022	Total
	(millions)						
Lease commitments							
Operating lease	\$ 12.1	\$ 9.3	\$ 9.7	\$ 9.7	\$ 9.5	\$ 101.0	\$ 151.3
Capital lease	0.4	0.4	0.4	0.4	0.4	2.7	4.7
Purchase commitments							
Fuel	210.4	180.1	67.3	5.1	37.4	80.7	581.0
Power	47.3	47.3	47.3	47.4	47.6	414.6	651.5
Other	20.9	14.7	6.7	5.5	2.4	35.9	86.1
Total contractual commitments	\$ 291.1	\$ 251.8	\$ 131.4	\$ 68.1	\$ 97.3	\$ 634.9	\$ 1,474.6

KCP&L

	2018	2019	2020	2021	2022	After 2022	Total
Lease commitments	(millions)						
Operating lease	\$ 11.3	\$ 9.3	\$ 9.7	\$ 9.7	\$ 9.5	\$ 101.0	\$ 150.5
Capital lease	0.2	0.2	0.2	0.2	0.2	1.4	2.4
Purchase commitments							
Fuel	177.5	159.8	51.8	5.1	37.4	80.7	512.3
Power	34.8	34.8	34.8	34.9	35.1	289.8	464.2
Other	20.0	12.7	5.8	4.6	1.6	31.4	76.1
Total contractual commitments	\$ 243.8	\$ 216.8	\$ 102.3	\$ 54.5	\$ 83.8	\$ 504.3	\$ 1,205.5

Great Plains Energy's and KCP&L's lease commitments end in 2048. Operating lease commitments include rail cars to serve jointly-owned generating units where KCP&L is the managing partner. Of the amounts included in the table above, KCP&L will be reimbursed by the other owners for approximately \$1.2 million in 2018 and approximately \$0.4 million per year from 2019 to 2025, for a total of \$4.0 million.

Fuel commitments consist of commitments for nuclear fuel, coal and coal transportation. Power commitments consist of commitments for renewable energy under power purchase agreements. Other represents individual commitments entered into in the ordinary course of business.

16. LEGAL PROCEEDINGS

GMO Western Energy Crisis

In response to complaints of excessive prices in the California energy markets, FERC issued an order in July 2001 requiring net sellers of power in the California markets from October 2, 2000, through June 20, 2001, at prices above a FERC-determined competitive market clearing price, to make refunds to net purchasers of power in the California market during that time period. MPS Merchant was a net purchaser of power during the refund period.

In November 2014, FERC issued an order finding that MPS Merchant engaged in tariff violations during the periods prior to October 2, 2000 (the Summer Period) and ordered refunds in the form of disgorgement of certain revenues. In November 2015 and February 2016, FERC issued additional orders regarding the refunds MPS Merchant owed.

In October 2016, MPS Merchant reached a settlement agreement, which was subsequently revised in February 2017, with certain California utilities and governmental agencies that would settle all issues in the case in exchange for \$7.5 million of cash consideration as well as MPS Merchant's interest in additional funds it was entitled to during the refund period discussed above. In September 2017, the settlement agreement was approved by FERC and the settlement payment was made by MPS Merchant in October 2017. In accordance with the terms of the settlement agreement, the \$7.5 million of cash consideration accrued interest at the FERC interest rate beginning on January 1, 2017, until the date of the payment of the settlement. At December 31, 2016, Great Plains Energy had accrued for the cash consideration pursuant to the settlement agreement.

17. GUARANTEES

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

At December 31, 2017, Great Plains Energy has provided \$133.5 million of credit support for GMO as follows:

- Great Plains Energy direct guarantees to GMO counterparties totaling \$38.0 million, which expire in 2018 and
- Great Plains Energy guarantee of GMO long-term debt totaling \$95.5 million, which includes debt with maturity dates ranging from 2018 to 2023.

Great Plains Energy has also guaranteed GMO's commercial paper program. At December 31, 2017, GMO had \$209.3 million commercial paper outstanding.

18. RELATED PARTY TRANSACTIONS AND RELATIONSHIPS

KCP&L employees manage GMO's business and operate its facilities at cost, including GMO's 18% ownership interest in KCP&L's Iatan Nos. 1 and 2. The operating expenses and capital costs billed from KCP&L to GMO were \$196.3 million for 2017, \$194.4 million for 2016 and \$183.6 million for 2015.

KCP&L and GMO are also authorized to participate in the Great Plains Energy money pool, an internal financing arrangement in which funds may be lent on a short-term basis to KCP&L and GMO from Great Plains Energy and between KCP&L and GMO. At December 31, 2017 and 2016, KCP&L had no outstanding receivables or payables under the money pool.

The following table summarizes KCP&L's related party net receivables.

	December 31	
	2017	2016
	(millions)	
Net receivable from GMO	\$ 65.8	\$ 64.6
Net receivable from Great Plains Energy	18.9	2.6

19. FAIR VALUE MEASUREMENTS

GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. GAAP establishes a fair value hierarchy, which prioritizes the inputs to valuation techniques used to measure fair value into three broad categories, giving the highest priority to quoted prices in active markets for identical assets or liabilities and lowest priority to unobservable inputs. A definition of the various levels, as well as discussion of the various measurements within the levels, is as follows:

Level 1 – Unadjusted quoted prices for identical assets or liabilities in active markets that Great Plains Energy and KCP&L have access to at the measurement date.

Level 2 – Market-based inputs for assets or liabilities that are observable (either directly or indirectly) or inputs that are not observable but are corroborated by market data.

Level 3 – Unobservable inputs, reflecting Great Plains Energy's and KCP&L's own assumptions about the assumptions market participants would use in pricing the asset or liability.

Great Plains Energy and KCP&L record cash and cash equivalents and short-term borrowings on the balance sheet at cost, which approximates fair value due to the short-term nature of these instruments.

Interest Rate Derivatives

In June 2016, Great Plains Energy entered into four interest rate swaps, with a total notional amount of \$4.4 billion, to hedge against interest rate fluctuations on future issuances of long-term debt expected to be issued to finance a portion of the cash consideration for the acquisition of Westar under the Original Merger Agreement. The interest rate swaps were designated as economic hedges (non-hedging derivatives). Settlement of the interest rate swaps was contingent on the consummation of the acquisition of Westar. In March 2017, in connection with Great Plains Energy's \$4.3 billion senior note issuance, the settlement value of the interest rate swaps to Great Plains Energy of \$140.6 million was fixed.

In July 2017, the interest rate swap agreements were amended to make their cash settlement contingent on the consummation of the anticipated merger with Westar under the Amended Merger Agreement by November 30, 2018. Also in July 2017, Great Plains Energy redeemed its \$4.3 billion senior notes that the interest rate swaps were entered into to hedge.

The fair value of the interest rate swaps recorded on Great Plains Energy's balance sheets reflects a contingency factor that management believes is representative of what a market participant would use in valuing these instruments in order to account for the contingent nature of the cash settlement of the interest rate swaps. The contingency factor was 0.35 at December 31, 2017 and 2016. At December 31, 2017 and 2016, the fair value of the interest rate swaps was \$91.4 million and \$79.3 million, respectively, and was recorded on the consolidated balance sheets in interest rate derivative instruments.

Due to the redemption of Great Plains Energy's \$4.3 billion senior notes in July 2017 and the fact that the interest rate swaps no longer serve as economic hedges, Great Plains Energy recorded changes in the fair value of the interest rate swaps after July 2017 in non-operating income on Great Plains Energy's consolidated statements of comprehensive income (loss). All changes in the fair value of the interest rate swaps prior to July 2017 were recorded in interest charges. For 2017 and 2016, Great Plains Energy recognized gains of \$12.1 million and \$79.3 million, respectively, for the change in fair value of the interest rate swaps. Of these amounts, \$14.0 million of gains were recorded in non-operating income in 2017.

Fair Value of Long-Term Debt

Great Plains Energy and KCP&L record long-term debt on the balance sheet at amortized cost. The fair value of long-term debt is measured as a Level 2 liability and is based on quoted market prices, with the incremental borrowing rate for similar debt used to determine fair value if quoted market prices are not available. At December 31, 2017, the book value and fair value of Great Plains Energy's long-term debt, including current maturities, were \$3.7 billion and \$4.0 billion, respectively. At December 31, 2016, the book value and fair value of Great Plains Energy's long-term debt, including current maturities, were \$3.8 billion and \$4.0 billion, respectively. At December 31, 2017, the book value and fair value of KCP&L's long-term debt, including current maturities, were \$2.6 billion and \$2.8 billion, respectively. At December 31, 2016, the book value and fair value of KCP&L's long-term debt, including current maturities, were \$2.6 billion and \$2.7 billion, respectively.

Supplemental Executive Retirement Plan

At December 31, 2017 and 2016, GMO's SERP rabbi trusts included \$14.7 million and \$16.0 million, respectively, of fixed income funds valued at net asset value per share (or its equivalent) that are not categorized in the fair value hierarchy. The fixed income fund invests primarily in intermediate and long-term debt securities, can be redeemed immediately and is not subject to any restrictions on redemptions.

The following tables include Great Plains Energy's and KCP&L's balances of financial assets and liabilities measured at fair value on a recurring basis.

Description	December 31 2017	Level 1	Level 2	Level 3
(millions)				
KCP&L				
Assets				
Nuclear decommissioning trust ^(a)				
Equity securities	\$ 183.8	\$ 183.8	\$ —	\$ —
Debt securities				
U.S. Treasury	35.3	35.3	—	—
U.S. Agency	0.4	—	0.4	—
State and local obligations	2.1	—	2.1	—
Corporate bonds	34.1	—	34.1	—
Foreign governments	0.1	—	0.1	—
Cash equivalents	2.5	2.5	—	—
Other	0.1	0.1	—	—
Total nuclear decommissioning trust	258.4	221.7	36.7	—
Self-insured health plan trust ^(b)				
Equity securities	0.5	0.5	—	—
Debt securities	2.7	0.3	2.4	—
Cash and cash equivalents	7.7	7.7	—	—
Total self-insured health plan trust	10.9	8.5	2.4	—
Total	\$ 269.3	\$ 230.2	\$ 39.1	\$ —
Other Great Plains Energy				
Assets				
Interest rate derivative instruments ^(c)	\$ 91.4	\$ —	\$ —	\$ 91.4
Total	\$ 91.4	\$ —	\$ —	\$ 91.4
Great Plains Energy				
Assets				
Nuclear decommissioning trust ^(a)	\$ 258.4	\$ 221.7	\$ 36.7	\$ —
Self-insured health plan trust ^(b)	10.9	8.5	2.4	—
Interest rate derivative instruments ^(c)	91.4	—	—	91.4
Total	\$ 360.7	\$ 230.2	\$ 39.1	\$ 91.4

Description	December 31			
	2016	Level 1	Level 2	Level 3
KCP&L	(millions)			
Assets				
Nuclear decommissioning trust ^(a)				
Equity securities	\$ 153.9	\$ 153.9	\$ —	\$ —
Debt securities				
U.S. Treasury	27.8	27.8	—	—
U.S. Agency	1.7	—	1.7	—
State and local obligations	3.2	—	3.2	—
Corporate bonds	32.4	—	32.4	—
Foreign governments	0.1	—	0.1	—
Cash equivalents	3.8	3.8	—	—
Total nuclear decommissioning trust	222.9	185.5	37.4	—
Self-insured health plan trust ^(b)				
Equity securities	0.9	0.9	—	—
Debt securities	4.8	0.1	4.7	—
Cash and cash equivalents	5.6	5.6	—	—
Total self-insured health plan trust	11.3	6.6	4.7	—
Total	\$ 234.2	\$ 192.1	\$ 42.1	\$ —
Other Great Plains Energy				
Assets				
Interest rate derivative instruments ^(c)	\$ 79.3	\$ —	\$ —	\$ 79.3
Total	\$ 79.3	\$ —	\$ —	\$ 79.3
Great Plains Energy				
Assets				
Nuclear decommissioning trust ^(a)	\$ 222.9	\$ 185.5	\$ 37.4	\$ —
Self-insured health plan trust ^(b)	11.3	6.6	4.7	—
Interest rate derivative instruments ^(c)	79.3	—	—	79.3
Total	\$ 313.5	\$ 192.1	\$ 42.1	\$ 79.3

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

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

^(c) At December 31, 2017, the fair value of interest rate derivative instruments is based on the settlement value of \$140.6 million discounted by a contingency factor of 0.35 that management believes is representative of what a market participant would use in valuing these instruments in order to account for the contingent nature of the cash settlement of these instruments. At December 31, 2016, the fair value of interest rate derivative instruments is determined by calculating the net present value of expected payments and receipts under the interest rate swaps using observable market inputs including interest rates and London Interbank Offered Rate swap rates discounted by a contingency factor of 0.35. A decrease in the contingency factor would result in a higher fair value measurement. The contingency factor will increase or decrease in response to facts and circumstances that in the view of a market participant, would increase or decrease the likelihood that the merger with Westar is not consummated. Because of the unobservable nature of the contingency factor, the interest rate derivatives have been classified as Level 3.

The following table reconciles the beginning and ending balances for all Level 3 assets measured at fair value on a recurring basis.

Great Plains Energy

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)

	Derivative Instruments	
	2017	2016
	(millions)	
Net asset at January 1	\$ 79.3	\$ —
Total realized/unrealized gains (losses):		
included in interest charges	(1.9)	79.3
included in non-operating income	14.0	—
included in loss on Series B Preferred Stock dividend make-whole provisions	(124.8)	—
Settlements	124.8	—
Net asset at December 31	\$ 91.4	\$ 79.3
Total unrealized gains (losses) relating to assets still on the consolidated balance sheet at December 31:		
included in interest charges	\$ (1.9)	\$ 79.3
included in non-operating income	\$ 14.0	\$ —

See Note 14 for additional information concerning the Series B Preferred Stock dividend make-whole provisions.

20. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The following tables reflect the change in the balances of each component of accumulated other comprehensive income (loss) for Great Plains Energy and KCP&L.

Great Plains Energy

	Gains and Losses on Cash Flow Hedges ^(a)	Defined Benefit Pension Items ^(a)	Total ^(a)
	(millions)		
2017			
Beginning balance January 1	\$ (4.5)	\$ (2.1)	\$ (6.6)
Other comprehensive loss before reclassification	—	(0.9)	(0.9)
Amounts reclassified from accumulated other comprehensive loss	4.9	0.4	5.3
Net current period other comprehensive income (loss)	4.9	(0.5)	4.4
Ending balance December 31	\$ 0.4	\$ (2.6)	\$ (2.2)
2016			
Beginning balance January 1	\$ (10.1)	\$ (1.9)	\$ (12.0)
Other comprehensive loss before reclassifications	—	(0.7)	(0.7)
Amounts reclassified from accumulated other comprehensive loss	5.6	0.5	6.1
Net current period other comprehensive income (loss)	5.6	(0.2)	5.4
Ending balance December 31	\$ (4.5)	\$ (2.1)	\$ (6.6)

^(a) Net of tax

KCP&L

	Gains and Losses on Cash Flow Hedges^(a)
	(millions)
2017	
Beginning balance January 1	\$ (4.2)
Amounts reclassified from accumulated other comprehensive loss	4.6
Net current period other comprehensive income	4.6
Ending balance December 31	\$ 0.4
2016	
Beginning balance January 1	\$ (9.6)
Amounts reclassified from accumulated other comprehensive loss	5.4
Net current period other comprehensive income	5.4
Ending balance December 31	\$ (4.2)

^(a) Net of tax

The following tables reflect the effect on certain line items of net income from amounts reclassified out of each component of accumulated other comprehensive income (loss) for Great Plains Energy and KCP&L.

Great Plains Energy

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss		Affected Line Item in the Income Statement
	2017	2016	
	(millions)		
Gains (losses) on cash flow hedges (effective portion)			
Interest rate contracts	\$ (7.9)	\$ (9.2)	Interest charges
	(7.9)	(9.2)	Income before income tax expense and income from equity investments
	3.0	3.6	Income tax benefit
	\$ (4.9)	\$ (5.6)	Net income (loss)
Amortization of defined benefit pension items			
Net losses included in net periodic benefit costs	\$ (0.7)	\$ (0.8)	Utility operating and maintenance expenses
	(0.7)	(0.8)	Income before income tax expense and income from equity investments
	0.3	0.3	Income tax benefit
	\$ (0.4)	\$ (0.5)	Net income (loss)
Total reclassifications, net of tax	\$ (5.3)	\$ (6.1)	Net income (loss)

KCP&L

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Income (Loss)		Affected Line Item in the Income Statement
	2017	2016	
	(millions)		
Gains (losses) on cash flow hedges (effective portion)			
Interest rate contracts	\$ (7.5)	\$ (8.8)	Interest charges
	(7.5)	(8.8)	Income before income tax expense
	2.9	3.4	Income tax benefit
Total reclassifications, net of tax	\$ (4.6)	\$ (5.4)	Net income

21. TAXES

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

Great Plains Energy	2017	2016	2015
Current income taxes (millions)			
Federal	\$ (1.7)	\$ 0.3	\$ (0.2)
State	1.0	0.7	(1.1)
Total	(0.7)	1.0	(1.3)
Deferred income taxes			
Federal	223.5	140.6	96.9
State	11.9	29.5	28.0
Total	235.4	170.1	124.9
Investment tax credit			
Deferral	—	2.5	0.5
Amortization	(1.4)	(1.4)	(1.4)
Total	(1.4)	1.1	(0.9)
Income tax expense	\$ 233.3	\$ 172.2	\$ 122.7

Great Plains Energy's 2017 federal deferred income tax expense includes \$130.3 million of additional income tax expense due to the impacts of U.S. federal income tax reform, discussed further below.

KCP&L	2017	2016	2015
Current income taxes (millions)			
Federal	\$ 37.4	\$ 24.8	\$ (18.7)
State	8.3	4.7	(3.4)
Total	45.7	29.5	(22.1)
Deferred income taxes			
Federal	74.7	76.4	81.9
State	8.8	17.0	17.5
Total	83.5	93.4	99.4
Investment tax credit			
Deferral	—	—	0.5
Amortization	(1.0)	(1.0)	(1.0)
Total	(1.0)	(1.0)	(0.5)
Income tax expense	\$ 128.2	\$ 121.9	\$ 76.8

Effective Income Tax Rates

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

Great Plains Energy	2017	2016	2015
Federal statutory income tax rate	35.0 %	35.0 %	35.0 %
Differences between book and tax depreciation not normalized	0.1	(0.1)	—
Amortization of investment tax credits	(1.1)	(0.3)	(0.4)
Federal income tax credits	(5.8)	(2.6)	(4.1)
State income taxes	8.3	4.2	4.0
Transaction-related costs	42.5	0.9	—
Valuation allowance	8.9	—	1.5
Federal tax rate change	95.3	—	—
Other	0.3	0.2	0.5
Effective income tax rate	183.5 %	37.3 %	36.5 %

The increase in Great Plains Energy's effective income tax rate for 2017 is driven by significant transaction-related costs incurred in connection with the anticipated merger with Westar that are not deductible for tax purposes and the impacts of U.S. federal income tax reform, discussed further below.

KCP&L	2017	2016	2015
Federal statutory income tax rate	35.0 %	35.0 %	35.0 %
Differences between book and tax depreciation not normalized	(0.1)	(0.3)	—
Amortization of investment tax credits	(0.3)	(0.3)	(0.5)
Federal income tax credits	(2.4)	(3.1)	(5.6)
State income taxes	3.8	4.1	4.0
Valuation allowance	0.4	—	0.3
Federal tax rate change	5.3	—	—
Other	(0.1)	(0.2)	0.3
Effective income tax rate	41.6 %	35.2 %	33.5 %

Deferred Income Taxes

The tax effects of major temporary differences resulting in deferred income tax assets (liabilities) in the consolidated balance sheets are in the following tables.

December 31	Great Plains Energy		KCP&L	
	2017	2016	2017	2016
Noncurrent deferred income taxes	(millions)			
Plant related	\$ (1,549.0)	\$ (2,107.6)	\$ (1,114.9)	\$ (1,492.2)
Income taxes on future regulatory refunds (recoveries)	236.0	(148.7)	179.1	(123.9)
Derivative instruments	(19.2)	(17.0)	1.6	8.5
Pension and post-retirement benefits	9.4	10.5	28.6	38.6
SO ₂ emission allowance sales	14.9	24.1	15.0	24.1
Fuel recovery mechanisms	(17.9)	(22.3)	(15.9)	(27.2)
Tax credit carryforwards	279.8	271.1	185.8	177.4
Customer demand programs	(17.4)	(34.3)	(11.7)	(21.8)
Solar rebates	(15.2)	(27.3)	(5.8)	(11.4)
Net operating loss carryforward	473.0	718.0	131.2	198.3
Other	6.9	20.2	(9.1)	1.3
Net noncurrent deferred income tax liability before valuation allowance	(598.7)	(1,313.3)	(616.1)	(1,228.3)
Valuation allowance	(23.0)	(16.4)	—	—
Net noncurrent deferred income tax liability	\$ (621.7)	\$ (1,329.7)	\$ (616.1)	\$ (1,228.3)

December 31	Great Plains Energy		KCP&L	
	2017	2016	2017	2016
	(millions)			
Gross deferred income tax assets	\$ 2,017.4	\$ 1,360.9	\$ 1,261.5	\$ 747.7
Gross deferred income tax liabilities	(2,639.1)	(2,690.6)	(1,877.6)	(1,976.0)
Net deferred income tax liability	\$ (621.7)	\$ (1,329.7)	\$ (616.1)	\$ (1,228.3)

Tax Credit Carryforwards

At December 31, 2017 and 2016, Great Plains Energy had \$191.0 million and \$183.5 million, respectively, of federal general business income tax credit carryforwards. At December 31, 2017 and 2016, KCP&L had \$184.6 million and \$177.4 million, respectively, of federal general business income tax credit carryforwards. The carryforwards for both Great Plains Energy and KCP&L relate primarily to Advanced Coal Investment Tax Credits and Wind Production tax credits and expire in the years 2028 to 2037. Approximately \$0.5 million of Great Plains Energy's credits are related to Low Income Housing credits that were acquired in the GMO acquisition. Due to federal limitations on the utilization of income tax attributes acquired in the GMO acquisition, management expects a portion of these credits to expire unutilized and has provided a valuation allowance against \$0.4 million of the federal income tax benefit.

At December 31, 2017 and 2016, Great Plains Energy had \$87.6 million of federal alternative minimum tax credit carryforwards, all of which were acquired in the GMO acquisition. These credits do not expire and can be used to reduce taxes paid in the future or become refundable starting in 2018. Due to potential federal budget sequestration reductions for refundable income tax credits, management expects a portion of these credits will not be refunded and has provided a valuation allowance against \$5.8 million of the federal income tax benefit.

At December 31, 2017, Great Plains Energy and KCP&L had \$1.2 million of state income tax credit carryforwards. The state income tax credits relate primarily to the Company's Kansas research and development tax credits, which do not expire.

Net Operating Loss Carryforwards

At December 31, 2017 and 2016, Great Plains Energy had \$382.0 million and \$643.8 million, respectively, of tax benefits related to federal net operating loss (NOL) carryforwards. Approximately \$179.3 million and \$306.2 million at December 31, 2017 and 2016, respectively, are tax benefits related to NOLs that were acquired in the GMO acquisition. The federal NOL carryforwards expire in years 2023 to 2036. The year of origin of Great Plains Energy's related tax benefit amounts for federal NOL carryforwards as of December 31, 2017 are detailed in the following table.

Year of Origin	Amount of Benefit (millions)
2003	\$ 9.5
2004	91.4
2005	44.4
2006	32.0
2007	0.8
2008	1.4
2009	21.9
2010	2.5
2011	65.3
2012	0.2
2013	0.8
2014	52.0
2015	59.2
2016	0.6
	<u>\$ 382.0</u>

In addition, Great Plains Energy also had deferred tax benefits of \$91.0 million and \$74.2 million related to state NOLs as of December 31, 2017 and 2016, respectively. Of these amounts, approximately \$42.1 million and \$36.1 million at December 31, 2017 and 2016, respectively, were acquired in the GMO acquisition. Management does not expect to utilize \$16.8 million of NOLs before the expiration date of the carryforwards of NOLs in certain states. Therefore, a valuation allowance has been provided against \$16.8 million of state tax benefits.

Valuation Allowances

Great Plains Energy is required to assess the ultimate realization of deferred tax assets using a "more likely than not" assessment threshold. This assessment takes into consideration tax planning strategies within Great Plains Energy's control. As a result of this assessment, Great Plains Energy has established a partial valuation allowance for state tax NOL carryforwards and tax credit carryforwards. During 2017, \$6.6 million of tax expense was recorded in continuing operations primarily related to a reduction in the refundable portion of federal Alternative Minimum Tax (AMT) credits.

Tax Reform

In December 2017, the U.S. Congress passed and President Donald Trump signed Public Law No. 115-97, commonly referred to as the Tax Cuts and Jobs Act (Tax Act). The Tax Act represents the first major reform in U.S. income tax law since 1986. Most notably, the Tax Act reduces the current top corporate income tax rate from 35% to 21% beginning in 2018, repeals the corporate AMT, makes existing AMT tax credit carryforwards refundable, and changes the deductibility and taxability of certain items, among other things.

In December 2017, the SEC staff issued Staff Accounting Bulletin (SAB) 118, which provides guidance on accounting for the tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740,

Income Taxes. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the Tax Act for which the accounting under ASC 740 is complete. To the extent that a company's accounting for certain income tax effects of the Tax Act is incomplete but it is able to determine a reasonable estimate, it must record a provisional estimate to be included in the financial statements. If a company cannot determine a provisional estimate to be included in the financial statements, it should continue to apply ASC 740 on the basis of the provisions of the tax laws that were in effect immediately before the enactment of the Tax Act. Great Plains Energy's and KCP&L's accounting for the Tax Act under ASC 740 as of December 31, 2017 is complete and is detailed further below.

As a result of the change in the corporate income tax rate, Great Plains Energy and KCP&L revalued and restated their deferred income tax assets and liabilities in December 2017. Great Plains Energy decreased its net deferred income tax liabilities by \$814.5 million, primarily consisting of a \$645.5 million adjustment for the revaluation and restatement of deferred income tax assets and liabilities included in rate base and a \$222.8 million tax gross-up adjustment for ratemaking purposes. KCP&L decreased its net deferred income tax liabilities by \$682.8 million, primarily consisting of a \$471.8 million adjustment for the revaluation and restatement of deferred income tax assets and liabilities included in rate base and a \$163.6 million tax gross-up adjustment for ratemaking purposes. The decreases to Great Plains Energy's and KCP&L's net deferred income tax liabilities included in rate base were offset by a corresponding increase in regulatory liabilities. The net regulatory liabilities will be refunded to customers in future rates by amortizing the amounts related to plant assets over the remaining useful life of the assets, and amortizing the amounts related to other items over a period to be determined in a future rate case.

Great Plains Energy recognized \$130.3 million of income tax expense consisting of \$110.1 million primarily related to the revaluation of GMO's non-regulated deferred income tax assets, \$9.1 million related to the reassessment of the valuation allowance needed for the realization of refundable AMT credits and state NOLs and \$11.1 million related to KCP&L and GMO deferred income taxes not included in rate base. KCP&L recognized \$16.5 million of income tax expense related to deferred income taxes not included in rate base.

KCP&L and GMO currently recover the cost of income taxes in rates from their customers based on the 35% federal corporate income tax rate. Both KCP&L and GMO have announced their intentions to pass the income tax savings generated by the tax rate change, currently estimated at approximately \$100 million annually, through to customers as part of upcoming general rate cases, including applications filed by KCP&L and GMO in Missouri in January 2018. However, both the MPSC and KCC have also initiated investigatory dockets regarding the impact of the Tax Act on customer rates and the actual rate treatment of tax reform will not be known until orders specifying that treatment are received from the MPSC and KCC. In January 2018, KCC issued an order requiring certain regulated public utilities, including KCP&L, to begin recording a regulatory liability for the difference between the new corporate tax rate and amounts currently collected in rates. The treatment of the regulatory liability will be addressed by KCC in future orders.

22. SEGMENTS AND RELATED INFORMATION

Great Plains Energy has one reportable segment based on its method of internal reporting, which segregates reportable segments based on products and services, management responsibility and regulation. The one reportable business segment is Electric Utility, consisting of KCP&L, GMO's regulated utility operations and GMO Receivables Company. Other includes GMO activity other than its regulated utility operations, GPETHC and unallocated corporate charges, including certain costs to achieve the anticipated merger with Westar. The summary of significant accounting policies applies to the reportable segment. Segment performance is evaluated based on net income (loss).

The following tables reflect summarized financial information concerning Great Plains Energy's reportable segment.

2017	Electric Utility	Other	Eliminations	Great Plains Energy
			(millions)	
Operating revenues	\$ 2,708.2	\$ —	\$ —	\$ 2,708.2
Depreciation and amortization	(371.1)	—	—	(371.1)
Interest charges	(196.9)	(125.9)	32.1	(290.7)
Income tax expense	(169.4)	(63.9)	—	(233.3)
Net income (loss)	256.9	(363.1)	—	(106.2)

2016	Electric Utility	Other	Eliminations	Great Plains Energy
			(millions)	
Operating revenues	\$ 2,676.0	\$ —	\$ —	\$ 2,676.0
Depreciation and amortization	(344.8)	—	—	(344.8)
Interest charges	(196.1)	2.5	32.1	(161.5)
Income tax expense	(164.3)	(7.9)	—	(172.2)
Net income (loss)	292.1	(2.1)	—	290.0

2015	Electric Utility	Other	Eliminations	Great Plains Energy
			(millions)	
Operating revenues	\$ 2,502.2	\$ —	\$ —	\$ 2,502.2
Depreciation and amortization	(330.4)	—	—	(330.4)
Interest charges	(190.9)	(40.5)	32.1	(199.3)
Income tax expense	(120.8)	(1.9)	—	(122.7)
Net income (loss)	223.8	(10.8)	—	213.0

2017	Electric Utility	Other	Eliminations	Great Plains Energy
			(millions)	
Assets	\$ 11,508.1	\$ 1,285.7	\$ (335.9)	\$ 12,457.9
Capital expenditures	573.5	—	—	573.5
2016				
Assets	\$ 11,444.2	\$ 2,461.3	\$ (335.5)	\$ 13,570.0
Capital expenditures	609.4	—	—	609.4
2015				
Assets	\$ 11,045.5	\$ (51.1)	\$ (255.8)	\$ 10,738.6
Capital expenditures	677.1	—	—	677.1

23. JOINTLY-OWNED ELECTRIC UTILITY PLANTS

Great Plains Energy's and KCP&L's share of jointly-owned electric utility plants at December 31, 2017, are detailed in the following tables.

Great Plains Energy

	Wolf Creek Unit	La Cygne Units	Iatan No. 1 Unit	Iatan No. 2 Unit	Iatan Common	Jeffrey Energy Center
(millions, except MW amounts)						
Great Plains Energy's share	47%	50%	88%	73%	79%	8%
Utility plant in service	\$ 1,854.2	\$ 1,191.1	\$ 699.9	\$ 1,355.8	\$ 491.1	\$ 201.1
Accumulated depreciation	918.1	347.8	280.8	413.0	130.7	82.0
Nuclear fuel, net	72.4	—	—	—	—	—
Construction work in progress	91.8	8.6	31.8	35.0	21.7	2.5
2018 accredited capacity-MWs	552	699	616	641	NA	173

KCP&L

	Wolf Creek Unit	La Cygne Units	Iatan No. 1 Unit	Iatan No. 2 Unit	Iatan Common
(millions, except MW amounts)					
KCP&L's share	47%	50%	70%	55%	61%
Utility plant in service	\$ 1,854.2	\$ 1,191.1	\$ 561.7	\$ 1,041.6	\$ 401.8
Accumulated depreciation	918.1	347.8	228.9	366.6	117.5
Nuclear fuel, net	72.4	—	—	—	—
Construction work in progress	91.8	8.6	7.6	14.8	12.0
2018 accredited capacity-MWs	552	699	490	482	NA

Each owner must fund its own portion of the plant's operating expenses and capital expenditures. KCP&L's and GMO's share of direct expenses are included in the appropriate operating expense classifications in Great Plains Energy's and KCP&L's financial statements.

24. QUARTERLY OPERATING RESULTS (UNAUDITED)

<i>Great Plains Energy</i>	Quarter			
	1st	2nd	3rd	4th
2017	(millions, except per share amounts)			
Operating revenue	\$ 570.7	\$ 682.6	\$ 857.2	\$ 597.7
Operating income	47.4	176.5	305.9	73.8
Net income (loss)	(9.6)	(7.0)	10.5	(100.1)
Basic and diluted earnings (loss) per common share	(0.11)	(0.10)	0.02	(0.46)
2016				
Operating revenue	\$ 572.1	\$ 670.8	\$ 856.8	\$ 576.3
Operating income	89.9	182.3	281.9	64.8
Net income	26.4	32.0	133.6	98.0
Basic and diluted earnings per common share	0.17	0.20	0.86	0.39

<i>KCP&L</i>	Quarter			
	1st	2nd	3rd	4th
2017	(millions)			
Operating revenue	\$ 395.9	\$ 482.7	\$ 595.7	\$ 416.4
Operating income	58.2	113.8	209.9	61.8
Net income	14.2	49.6	114.1	1.9
2016				
Operating revenue	\$ 400.9	\$ 475.6	\$ 597.6	\$ 401.3
Operating income	70.6	137.9	219.2	54.4
Net income	24.6	65.9	117.7	16.8

In the fourth quarter of 2017, Great Plains Energy recorded \$130.3 million of additional income tax expense due to the impacts of U.S. federal income tax reform. See Note 21 for additional information regarding the impact of tax reform on Great Plains Energy.

Quarterly data is subject to seasonal fluctuations with peak periods occurring in the summer months.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

GREAT PLAINS ENERGY

Disclosure Controls and Procedures

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

Changes in Internal Control Over Financial Reporting

There has been no change in Great Plains Energy's internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarterly period ended December 31, 2017, that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of the effectiveness of internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) for Great Plains Energy. Under the supervision and with the participation of Great Plains Energy's chief executive officer and chief financial officer, management evaluated the effectiveness of Great Plains Energy's internal control over financial reporting as of December 31, 2017. Management used for this evaluation the framework in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission.

Management has concluded that, as of December 31, 2017, Great Plains Energy's internal control over financial reporting is effective based on the criteria set forth in the COSO framework. Deloitte & Touche LLP, the independent registered public accounting firm that audited the financial statements included in this annual report on Form 10-K, has issued its attestation report on Great Plains Energy's internal control over financial reporting, which is included below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Great Plains Energy Incorporated

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Great Plains Energy Incorporated and subsidiaries (the “Company”) as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and financial statement schedules as of and for the year ended December 31, 2017, of the Company and our report dated February 21, 2018, expressed an unqualified opinion on those financial statements and financial statement schedules.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/DELOITTE & TOUCHE LLP

Kansas City, Missouri
February 21, 2018

KCP&L

Disclosure Controls and Procedures

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

Changes in Internal Control Over Financial Reporting

There has been no change in KCP&L's internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarterly period ended December 31, 2017, that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of the effectiveness of internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) for KCP&L. Under the supervision and with the participation of KCP&L's chief executive officer and chief financial officer, management evaluated the effectiveness of KCP&L's internal control over financial reporting as of December 31, 2017. Management used for this evaluation the framework in *Internal Control - Integrated Framework (2013)* issued by the COSO of the Treadway Commission.

Management has concluded that, as of December 31, 2017, KCP&L's internal control over financial reporting is effective based on the criteria set forth in the COSO framework. Deloitte & Touche LLP, the independent registered public accounting firm that audited the financial statements included in this annual report on Form 10-K, has issued its attestation report on KCP&L's internal control over financial reporting, which is included below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholder and the Board of Directors of Kansas City Power & Light Company

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Kansas City Power & Light Company and subsidiaries (the “Company”) as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and financial statement schedule as of an for the year ended December 31, 2017, of the Company and our report dated February 21, 2018, expressed an unqualified opinion on those financial statements and financial statement schedule.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/DELOITTE & TOUCHE LLP

Kansas City, Missouri
February 21, 2018

ITEM 9B. OTHER INFORMATION

None.

PART III

Information required by Items 10-14 of Part III of this Form 10-K with respect to Great Plains Energy will be incorporated by reference to Great Plains Energy's definitive proxy statement with respect to its 2018 Annual Meeting of Shareholders (Proxy Statement), if such definitive proxy statement is filed with the SEC on or before April 30, 2018. Due to the pending merger with Westar, Great Plains Energy may not be required to file the Proxy Statement, in which case Great Plains Energy will file an amendment to this Form 10-K on or before April 30, 2018, to include the information that is otherwise incorporated by reference.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Great Plains Energy Directors

The information required by this item is incorporated by reference from the Proxy Statement, which will be filed with the SEC no later than April 30, 2018:

- Information regarding the directors of Great Plains Energy required by this item is contained in the Proxy Statement section titled "Directors."
- Information regarding compliance with Section 16(a) of the Securities Exchange Act of 1934 required by this item is contained in the Proxy Statement section titled "Security Ownership of Certain Beneficial Owners, Directors and Officers - Section 16(a) Beneficial Ownership Reporting Compliance."
- Information regarding the Audit Committee of Great Plains Energy required by this item is contained in the Proxy Statement section titled "Corporate Governance - Committees of the Board."

Great Plains Energy and KCP&L Executive Officers

Information required by this item regarding the executive officers of Great Plains Energy and KCP&L is contained in this report in the Part I, Item 1 section titled "Executive Officers."

Great Plains Energy and KCP&L Code of Ethical Business Conduct

The Companies have adopted a Code of Ethical Business Conduct (Code), which applies to all directors, officers and employees of Great Plains Energy, KCP&L and their subsidiaries. The Code is posted on the corporate governance page of the Internet websites at www.greatplainsenergy.com and www.kcpl.com. A copy of the Code is available, without charge, upon written request to Corporate Secretary, Great Plains Energy Incorporated, 1200 Main St., Kansas City, Missouri 64105. Great Plains Energy and KCP&L intend to satisfy the disclosure requirements under Item 5.05 of Form 8-K regarding an amendment to, or a waiver from, a provision of the Code that applies to the principal executive officer, principal financial officer, principal accounting officer or controller of those companies by posting such information on the corporate governance page of the Internet websites.

Other KCP&L Information

The other information required by this item regarding KCP&L has been omitted in reliance on General Instruction (I).

ITEM 11. EXECUTIVE COMPENSATION

Great Plains Energy

The information required by this item contained in the sections titled "Executive Compensation," "Director Compensation," "Compensation Discussion and Analysis," "Compensation Committee Report" and "Director Independence - Compensation Committee Interlocks and Insider Participation" of the Proxy Statement is incorporated by reference.

KCP&L

The other information required by this item regarding KCP&L has been omitted in reliance on General Instruction (I).

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Great Plains Energy

The information required by this item regarding security ownership of the directors and executive officers of Great Plains Energy contained in the section titled “Security Ownership of Certain Beneficial Owners, Directors and Officers” of the Proxy Statement is incorporated by reference.

KCP&L

The information required by this item regarding KCP&L has been omitted in reliance on General Instruction (I).

Equity Compensation Plans

Great Plains Energy's Long-Term Incentive Plan is an equity compensation plan approved by its shareholders. The Long-Term Incentive Plan permits the grant of restricted stock, restricted stock units, bonus shares, stock options, stock appreciation rights, director shares, director deferred share units, performance shares and other stock-based awards to directors, officers and other employees of Great Plains Energy and KCP&L.

KCP&L does not have an equity compensation plan; however, KCP&L officers and certain employees participate in Great Plains Energy's Long-Term Incentive Plan.

The following table provides information, as of December 31, 2017, regarding the number of common shares to be issued upon exercise of outstanding options, warrants and rights, their weighted average exercise price, and the number of shares of common stock remaining available for future issuance. The table excludes shares issued or issuable under Great Plains Energy's defined contribution savings plans.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders			
Great Plains Energy Long-Term Incentive Plan	684,238 ⁽¹⁾	\$ — ⁽²⁾	4,022,044
Equity compensation plans not approved by security holders	—	—	—
Total	684,238 ⁽¹⁾	\$ — ⁽²⁾	4,022,044

⁽¹⁾ Includes 545,087 performance shares at target performance levels and director deferred share units for 139,151 shares of Great Plains Energy common stock outstanding at December 31, 2017.

⁽²⁾ The performance shares and director deferred share units have no exercise price and therefore are not reflected in the weighted average exercise price.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Great Plains Energy

The information required by this item contained in the sections titled “Director Independence” and “Related Party Transactions” of the Proxy Statement is incorporated by reference.

KCP&L

The information required by this item regarding KCP&L has been omitted in reliance on General Instruction (I).

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**Great Plains Energy**

The information required by this item regarding the independent auditors of Great Plains Energy and its subsidiaries contained in the section titled "Ratification of Appointment of Independent Auditors" of the Proxy Statement is incorporated by reference.

KCP&L

The Audit Committee of the Great Plains Energy Board functions as the Audit Committee of KCP&L. The following table sets forth the aggregate fees billed by Deloitte & Touche LLP for audit services rendered in connection with the consolidated financial statements and reports for 2017 and 2016 and for other services rendered during 2017 and 2016 on behalf of KCP&L, as well as all out-of-pocket costs incurred in connection with these services:

Fee Category	2017	2016
Audit Fees	\$ 1,304,550	\$ 1,184,550
Audit-Related Fees	22,000	21,000
Tax Fees	24,905	24,822
All Other Fees	—	—
Total Fees	\$ 1,351,455	\$ 1,230,372

Audit Fees: Consists of fees billed for professional services rendered for the audits of the annual consolidated financial statements of KCP&L and reviews of the interim condensed consolidated financial statements included in quarterly reports. Audit fees also include: services provided by Deloitte & Touche LLP in connection with statutory and regulatory filings or engagements; audit reports on audits of the effectiveness of internal control over financial reporting and other attest services, except those not required by statute or regulation; services related to filings with the SEC, including comfort letters, consents and assistance with and review of documents filed with the SEC; and accounting research in support of the audit.

Audit-Related Fees: Consists of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of consolidated financial statements of KCP&L and are not reported under "Audit Fees". These services include consultation concerning financial accounting and reporting standards.

Tax Fees: Consists of fees billed for tax compliance and related support of tax returns and other tax services, including assistance with tax audits, and tax research and planning.

All Other Fees: Consists of fees for all other services other than those described above.

Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services

The Audit Committee has adopted policies and procedures for the pre-approval of all audit services, audit-related services, tax services and other services to be provided by the independent registered public accounting firm for KCP&L. The Audit Committee's policy is to pre-approve all audit, audit-related, tax or other services to be provided by the independent registered public accounting firm. Under these policies and procedures, the Audit Committee may pre-approve certain types of services, up to the aggregate fee levels it sets. Any proposed service within a pre-approved type of service that would cause the applicable fee level to be exceeded cannot be provided unless the Audit Committee either amends the applicable fee level or specifically approves the proposed service. The Audit Committee, as well, may specifically approve audit, audit-related, tax or other services on a case-by-case basis. Pre-approval is generally provided for up to one year, unless the Audit Committee specifically provides for a different period. The Company provides quarterly updates to the Audit Committee regarding actual fees spent with respect to pre-approved services. The Chairman of the Audit Committee may pre-approve audit, audit-related, tax

and other services provided by the independent registered public accounting firm as required between meetings and report such pre-approval at the next Audit Committee meeting.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

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KCP&L

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c. Schedule II - Valuation and Qualifying Accounts and Reserves	146
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Exhibits

<u>Exhibit Number</u>	<u>Description of Document</u>	<u>Registrant</u>
2.1	* Agreement and Plan of Merger, dated as of May 29, 2016, by and among Westar Energy, Inc., Great Plains Energy Incorporated and, from and after its accession thereto, Merger Sub (as defined therein) (Exhibit 2.1 to Form 8-K filed on May 31, 2016).	Great Plains Energy
2.2	* Amended and Restated Merger Agreement, dated as of July 9, 2017, by and among Great Plains Energy Incorporated, Westar Energy, Inc., Monarch Energy Holding, Inc., King Energy, Inc. and, solely for the purposes set forth therein, GP Star, Inc. (Exhibit 2.1 to Form 8-K filed on July 10, 2017).	Great Plains Energy
3.1	* Articles of Incorporation of Great Plains Energy Incorporated, as amended effective September 26, 2016 (Exhibit 3.1 to Form 10-Q for the quarter ended September 30, 2016).	Great Plains Energy
3.2	* Amended and Restated By-laws of Great Plains Energy Incorporated, as amended December 10, 2013 (Exhibit 3.1 to Form 8-K filed on December 16, 2013).	Great Plains Energy
3.3	* Amended and Restated Articles of Consolidation of Kansas City Power & Light Company, restated as of May 6, 2014 (Exhibit 3.2 to Form 10-Q for the quarter ended March 31, 2014).	KCP&L
3.4	* Amended and Restated By-laws of Kansas City Power & Light Company, as amended December 10, 2013 (Exhibit 3.3 to Form 8-K filed on December 16, 2013).	KCP&L
4.1	* Indenture, dated as of June 1, 2004, between Great Plains Energy Incorporated and BNY Midwest Trust Company, as trustee (Exhibit 4.4 to Form 8-A/A filed on June 14, 2004).	Great Plains Energy
4.2	* First Supplemental Indenture, dated as of June 14, 2004, between Great Plains Energy Incorporated and BNY Midwest Trust Company, as trustee (Exhibit 4.5 to Form 8-A/A filed on June 14, 2004).	Great Plains Energy
4.3	* Second Supplemental Indenture, dated as of September 25, 2007, between Great Plains Energy Incorporated and The Bank of New York Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on September 26, 2007).	Great Plains Energy
4.4	* Third Supplemental Indenture, dated as of August 13, 2010, between Great Plains Energy Incorporated and The Bank of New York Mellon Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on August 13, 2010).	Great Plains Energy
4.5	* Fourth Supplemental Indenture, dated as of May 19, 2011, between Great Plains Energy Incorporated and The Bank of New York Mellon Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on May 19, 2011).	Great Plains Energy
4.6	* Fifth Supplemental Indenture, dated as of March 9, 2017, between Great Plains Energy and The Bank of New York Trust Company, N.A. as trustee (Exhibit 4.1 to Form 8-K filed on March 9, 2017).	Great Plains Energy

4.7	* Subordinated Indenture, dated as of May 18, 2009, between Great Plains Energy Incorporated and The Bank of New York Mellon Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on May 19, 2009).	Great Plains Energy
4.8	* Supplemental Indenture No. 1, dated as of May 18, 2009, between Great Plains Energy Incorporated and The Bank of New York Mellon Trust Company, N.A., as trustee (Exhibit 4.2 to Form 8-K filed on May 19, 2009).	Great Plains Energy
4.9	* Supplemental Indenture No. 2, dated as of March 22, 2012, between Great Plains Energy Incorporated and The Bank of New York Mellon Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on March 23, 2012).	Great Plains Energy
4.10	* Indenture, dated as of August 24, 2001, between Aquila, Inc. and BankOne Trust Company, N.A., as trustee (Exhibit 4(d) to Registration Statement on Form S-3 (File No. 333-68400) filed by Aquila, Inc. on August 27, 2001).	Great Plains Energy
4.11	* Second Supplemental Indenture, dated as of July 3, 2002, between Aquila, Inc. and BankOne Trust Company, N.A., as trustee (Exhibit 4(c) to Form S-4 (File No. 333-100204) filed by Aquila, Inc. on September 30, 2002).	Great Plains Energy
4.12	General Mortgage and Deed of Trust, dated as of December 1, 1986, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee.	Great Plains Energy KCP&L
4.13	Fifth Supplemental Indenture, dated as of September 15, 1992, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee.	Great Plains Energy KCP&L
4.14	Seventh Supplemental Indenture, dated as of October 1, 1993, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee.	Great Plains Energy KCP&L
4.15	Eighth Supplemental Indenture, dated as of December 1, 1993, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee.	Great Plains Energy KCP&L
4.16	* Eleventh Supplemental Indenture, dated as of August 15, 2005, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (Exhibit 4.2 to Form 10-Q for the quarter ended September 30, 2005).	Great Plains Energy KCP&L
4.17	* Twelfth Supplemental Indenture, dated as of March 1, 2009, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (Exhibit 4.2 to Form 8-K filed on March 24, 2009).	Great Plains Energy KCP&L

4.18	* Thirteenth Supplemental Indenture, dated as of March 1, 2009, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (Exhibit 4.3 to Form 8-K filed on March 24, 2009).	Great Plains Energy KCP&L
4.19	* Fourteenth Supplemental Indenture, dated as of March 1, 2009, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (Exhibit 4.4 to Form 8-K filed on March 24, 2009).	Great Plains Energy KCP&L
4.20	* Fifteenth Supplemental Indenture, dated as of June 30, 2011, between Kansas City Power & Light Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (Exhibit 4.1 to Form 10-Q for the quarter ended June 30, 2011).	Great Plains Energy KCP&L
4.21	* Indenture, dated as of December 1, 2000, between Kansas City Power & Light Company and The Bank of New York, as trustee (Exhibit 4(a) to Form 8-K filed on December 18, 2000).	Great Plains Energy KCP&L
4.22	* Indenture, dated as of March 1, 2002, between Kansas City Power & Light Company and The Bank of New York, as trustee (Exhibit 4.1.b. to Form 10-Q for the quarter ended March 31, 2002).	Great Plains Energy KCP&L
4.23	* Supplemental Indenture No. 1, dated as of November 15, 2005, between Kansas City Power & Light Company and The Bank of New York, as trustee (Exhibit 4.2.j to Form 10-K for the year ended December 31, 2005).	Great Plains Energy KCP&L
4.24	* Indenture, dated as of May 1, 2007, between Kansas City Power & Light Company and The Bank of New York Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on June 4, 2007).	Great Plains Energy KCP&L
4.25	* Supplemental Indenture No. 1, dated as of June 4, 2007, between Kansas City Power & Light Company and The Bank of New York Trust Company, N.A., as trustee (Exhibit 4.2 to Form 8-K filed on June 4, 2007).	Great Plains Energy KCP&L
4.26	* Supplemental Indenture No. 2, dated as of March 11, 2008, between Kansas City Power & Light Company and The Bank of New York Trust Company, N.A., as trustee (Exhibit 4.2 to Form 8-K filed on March 11, 2008).	Great Plains Energy KCP&L
4.27	* Supplemental Indenture No. 3, dated as of September 20, 2011, between Kansas City Power & Light Company and The Bank of New York Mellon Trust Company, N.A., Trustee (Exhibit 4.1 to Form 8-K filed on September 20, 2011).	Great Plains Energy KCP&L
4.28	* Supplemental Indenture No. 4, dated as of March 14, 2013, between Kansas City Power & Light Company and The Bank of New York Mellon Trust Company, N.A., Trustee (Exhibit 4.1 to Form 8-K filed on March 14, 2013).	Great Plains Energy KCP&L
4.29	* Supplemental Indenture No. 5, dated as of August 18, 2015, between Kansas City Power & Light Company and The Bank of New York Mellon Trust Company, N.A., Trustee (Exhibit 4.1 to Form 8-K filed on August 18, 2015).	Great Plains Energy KCP&L

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4.30	* Supplemental Indenture No. 6 dated as of June 15, 2017 between KCP&L and The Bank of New York Mellon Trust Company, N.A., as trustee (Exhibit 4.1 to Form 8-K filed on June 15, 2017).	Great Plains Energy KCP&L
4.31	* Note Purchase Agreement, dated August 16, 2013, among KCP&L Greater Missouri Operations Company and the purchasers party thereto (Exhibit 4.1 to Form 8-K filed on August 19, 2013).	Great Plains Energy
10.1	*+ Great Plains Energy Incorporated Amended Long-Term Incentive Plan, effective on May 7, 2002 (Exhibit 10.1.a to Form 10-K for the year ended December 31, 2002).	Great Plains Energy KCP&L
10.2	*+ Great Plains Energy Incorporated Amended Long-Term Incentive Plan, as amended effective on May 1, 2007 (Exhibit 10.1 to Form 8-K filed on May 4, 2007).	Great Plains Energy KCP&L
10.3	*+ Great Plains Energy Incorporated Amended Long-Term Incentive Plan, as amended effective on May 3, 2011 (Exhibit 10.1 to Form 8-K filed on May 6, 2011).	Great Plains Energy KCP&L
10.4	*+ Great Plains Energy Incorporated Amended Long-Term Incentive Plan, as amended effective on January 1, 2014 (Exhibit 10.1 to Form 10-Q for the quarter ended June 30, 2013).	Great Plains Energy KCP&L
10.5	*+ Great Plains Energy Incorporated Amended Long-Term Incentive Plan, as amended effective on May 3, 2016 (Exhibit 10.4 to Form 10-Q for the quarter ended June 30, 2016).	Great Plains Energy KCP&L
10.6	*+ Great Plains Energy Incorporated Long-Term Incentive Plan Awards Standards and Performance Criteria Effective as of January 1, 2013 (Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2013).	Great Plains Energy KCP&L
10.7	*+ Great Plains Energy Incorporated Long-Term Incentive Plan Awards Standards and Performance Criteria Effective as of January 1, 2014 (Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2014).	Great Plains Energy KCP&L
10.8	*+ Great Plains Energy Incorporated Long-Term Incentive Plan Awards Standards and Performance Criteria Effective as of January 1, 2015 (Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2015).	Great Plains Energy KCP&L
10.9	*+ Great Plains Energy Incorporated Long-Term Incentive Plan Awards Standards and Performance Criteria Effective as of January 1, 2016 (Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2016).	Great Plains Energy KCP&L
10.10	*+ Great Plains Energy Incorporated Long-Term Incentive Plan Awards Standards and Performance Criteria Effective as of January 1, 2017 (Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2017).	Great Plains Energy KCP&L
10.11	*+ Letter Agreement dated March 7, 2017, by and between Michael L. Deggendorf, Great Plains Energy Incorporated, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company (Exhibit 10.5 to Form 10-Q for the quarter ended March 31, 2017).	Great Plains Energy KCP&L

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10.12	*+ <u>Retirement Agreement dated May 1, 2017, by and between Scott H. Heidtbrink, Great Plains Energy Incorporated, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company (Exhibit 10.6 to Form 10-Q for the quarter ended March 31, 2017).</u>	Great Plains Energy KCP&L
10.13	*+ <u>Form of 2013 three-year Performance Share Agreement (Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2013).</u>	Great Plains Energy KCP&L
10.14	*+ <u>Form of 2013 Restricted Stock Agreement (Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2013).</u>	Great Plains Energy KCP&L
10.15	*+ <u>Form of 2014 three-year Performance Share Agreement (Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2014).</u>	Great Plains Energy KCP&L
10.16	*+ <u>Form of 2014 Restricted Stock Agreement (Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2014).</u>	Great Plains Energy KCP&L
10.17	*+ <u>Form of 2015 three-year Performance Share Agreement (Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2015).</u>	Great Plains Energy KCP&L
10.18	*+ <u>Form of 2015 Restricted Stock Agreement (Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2015).</u>	Great Plains Energy KCP&L
10.19	*+ <u>Form of 2016 three-year Performance Share Agreement (Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2016).</u>	Great Plains Energy KCP&L
10.20	*+ <u>Form of 2016 Restricted Stock Agreement (Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2016).</u>	Great Plains Energy KCP&L
10.21	*+ <u>Form of 2017 three-year Performance Share Agreement (Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2017).</u>	Great Plains Energy KCP&L
10.22	*+ <u>Form of 2017 Restricted Stock Agreement (Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2017).</u>	Great Plains Energy KCP&L
10.23	*+ <u>Aquila, Inc. 2002 Omnibus Incentive Compensation Plan (Exhibit 10.3 to Form 10-Q for the quarter ended September 30, 2002, filed by Aquila, Inc.).</u>	Great Plains Energy KCP&L
10.24	*+ <u>Great Plains Energy Incorporated, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company Annual Incentive Plan amended effective as of January 1, 2016 (Exhibit 10.4 to Form 10-Q for the quarter ended March 31, 2016).</u>	Great Plains Energy KCP&L
10.25	*+ <u>Form of Indemnification Agreement with each officer and director (Exhibit 10-f to Form 10-K for year ended December 31, 1995).</u>	Great Plains Energy KCP&L
10.26	*+ <u>Form of Conforming Amendment to Indemnification Agreement with each officer and director (Exhibit 10.1.a to Form 10-Q for the quarter ended March 31, 2003).</u>	Great Plains Energy KCP&L
10.27	*+ <u>Form of Indemnification Agreement with each director and officer (Exhibit 10.1 to Form 8-K filed on December 8, 2008).</u>	Great Plains Energy KCP&L

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10.28	*+ Form of Indemnification Agreement with officers and directors (Exhibit 10.1.p to Form 10-K for the year ended December 31, 2005).	Great Plains Energy KCP&L
10.29	*+ Form of Indemnification Agreement with officers and directors (Exhibit 10.1 to Form 8-K filed on December 16, 2013).	Great Plains Energy KCP&L
10.30	*+ Form of Change in Control Severance Agreement with other executive officers of Great Plains Energy Incorporated and Kansas City Power & Light Company (Exhibit 10.1.e to Form 10-Q for the quarter ended September 30, 2006).	Great Plains Energy KCP&L
10.31	*+ Great Plains Energy Incorporated Supplemental Executive Retirement Plan (As Amended and Restated for I.R.C. §409A) (Exhibit 10.1.10 to Form 10-Q for the quarter ended September 30, 2007).	Great Plains Energy KCP&L
10.32	*+ Great Plains Energy Incorporated Supplemental Executive Retirement Plan (As Amended and Restated for I.R.C. §409A), as amended February 10, 2009 (Exhibit 10.1.29 to Form 10-K for the year ended December 31, 2008).	Great Plains Energy KCP&L
10.33	*+ Great Plains Energy Incorporated Supplemental Executive Retirement Plan (As Amended and Restated for I.R.C. §409A), as amended December 8, 2009 (Exhibit 10.1.27 to Form 10-K for the year ended December 31, 2009).	Great Plains Energy KCP&L
10.34	*+ Amendment dated October 28, 2014, to the Great Plains Energy Incorporated Supplemental Executive Retirement Plan as amended and restated on December 8, 2009 (Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2014).	Great Plains Energy KCP&L
10.35	*+ Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. §409A) (Exhibit 10.1.11 to Form 10-Q for the quarter ended September 30, 2007).	Great Plains Energy KCP&L
10.36	*+ Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. §409A), amended effective January 1, 2010 (Exhibit 10.1.5 to Form 10-Q for the quarter ended March 31, 2010).	Great Plains Energy KCP&L
10.37	* Joint Motion and Settlement Agreement, dated as of February 26, 2008, among Great Plains Energy Incorporated, Kansas City Power & Light Company, the Kansas Corporation Commission Staff, the Citizens' Utility Ratepayers Board, Aquila, Inc. d/b/a Aquila Networks, Black Hills Corporation, and Black Hills/Kansas Gas Utility Company, LLC (Exhibit 10.1.7 to Form 10-Q for the quarter ended March 31, 2008).	Great Plains Energy KCP&L
10.38	* Credit Agreement, dated as of August 9, 2010, among Great Plains Energy Incorporated, Certain Lenders, Bank of America, N.A., as Administrative Agent, and Union Bank, N.A. and Wells Fargo Bank, National Association, as Syndication Agents, Barclays Bank PLC and U.S. Bank National Association, as Documentation Agents, Banc of America Securities LLC, Union Bank, N.A. and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2010).	Great Plains Energy

10.39	* First Amendment to Credit Agreement, dated as of December 9, 2011, among Great Plains Energy Incorporated, Certain Lenders, Union Bank, N.A. and Wells Fargo Bank, National Association, as Syndication Agents, Bank of America, N.A., as Administrative Agent, Barclays Bank PLC and U.S. Bank National Association, as Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Union Bank, N.A. and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.59 to Form 10-K for the year ended December 31, 2011).	Great Plains Energy
10.40	* Second Amendment to Credit Agreement, dated as of October 17, 2013, among Great Plains Energy Incorporated, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A. and Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, and Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2013).	Great Plains Energy
10.41	* First Extension Agreement and Waiver, dated as of December 17, 2014, among Great Plains Energy Incorporated, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A., and MUFG Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, Swing Line Lender and an Issuer, Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and MUFG Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.37 to Form 10-K for the year ended December 31, 2014).	Great Plains Energy
10.42	* Third Amendment to the Credit Agreement, dated as of June 13, 2016, among Great Plains Energy Incorporated, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A., and Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, and Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.1 to Form 10-Q for the quarter ended June 30, 2016).	Great Plains Energy
10.43	* Credit Agreement, dated as of August 9, 2010, among Kansas City Power & Light Company, Certain Lenders, Bank of America, N.A., as Administrative Agent, and Union Bank, N.A. and Wells Fargo Bank, National Association, as Syndication Agents, JPMorgan Chase Bank, N.A. and The Bank of Nova Scotia, as Documentation Agents, Banc of America Securities LLC, Union Bank, N.A. and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.2 to Form 10-Q for the quarter ended September 30, 2010).	Great Plains Energy KCP&L

10.44	* First Amendment to Credit Agreement, dated as of December 9, 2011, among Kansas City Power & Light Company, Certain Lenders, Union Bank, N.A. and Wells Fargo Bank, National Association, as Syndication Agents, Bank of America, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A. and The Bank of Nova Scotia, as Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Union Bank, N.A. and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.61 to Form 10-K for the year ended December 31, 2011).	Great Plains Energy KCP&L
10.45	* Second Amendment to Credit Agreement, dated as of October 17, 2013, among Kansas City Power & Light Company, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A., and Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, and Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.2 to Form 10-Q for the quarter ended September 30, 2013).	Great Plains Energy KCP&L
10.46	* First Extension Agreement and Waiver, dated as of December 17, 2014, among Kansas City Power & Light Company, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A., and MUFG Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, Swing Line Lender and an Issuer, Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and MUFG Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.41 to Form 10-K for the year ended December 31, 2014).	Great Plains Energy KCP&L
10.47	* Credit Agreement, dated as of August 9, 2010, among KCP&L Greater Missouri Operations Company, Great Plains Energy Incorporated, as Guarantor, Certain Lenders, Bank of America, N.A., as Administrative Agent, and Union Bank, N.A. and Wells Fargo Bank, National Association, as Syndication Agents, The Royal Bank of Scotland PLC and BNP Paribas, as Documentation Agents, Banc of America Securities LLC, Union Bank, N.A. and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.3 to Form 10-Q for the quarter ended September 30, 2010).	Great Plains Energy
10.48	* First Amendment to Credit Agreement, dated as of December 9, 2011, among KCP&L Greater Missouri Operations Company, Great Plains Energy Incorporated, as Guarantor, Certain Lenders, Union Bank, N.A. and Wells Fargo Bank, National Association, as Syndication Agents, Bank of America, N.A., as Administrative Agent, The Royal Bank of Scotland PLC and BNP Paribas, as Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Union Bank, N.A. and Wells Fargo Securities, LLC as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.63 to Form 10-K for the year ended December 31, 2011).	Great Plains Energy

10.49	* Second Amendment to Credit Agreement, dated as of October 17, 2013, among KCP&L Greater Missouri Operations Company, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A., and Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, and Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.3 to Form 10-Q for the quarter ended September 30, 2013).	Great Plains Energy
10.50	* First Extension Agreement and Waiver, dated as of December 17, 2014, among KCP&L Greater Missouri Operations Company, Certain Lenders, Bank of America, N.A., JPMorgan Chase Bank, N.A., and MUFG Union Bank, N.A., as Syndication Agents and Wells Fargo Bank, National Association, as Administrative Agent, Swing Line Lender and an Issuer, Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and MUFG Union Bank, N.A., as Joint Lead Arrangers and Joint Book Managers (Exhibit 10.45 to Form 10-K for the year ended December 31, 2014).	Great Plains Energy
10.51	* Guaranty, dated as of July 15, 2008, issued by Great Plains Energy Incorporated in favor of Union Bank of California, N.A., as successor trustee, and the holders of the Aquila, Inc., 8.27% Senior Notes due November 15, 2021 (Exhibit 10.6 to Form 8-K filed on July 18, 2008).	Great Plains Energy
10.52	* Insurance Agreement, dated as of September 1, 2005, between Kansas City Power & Light Company and XL Capital Assurance Inc. (Exhibit 10.2.e to Form 10-K for the year ended December 31, 2005).	Great Plains Energy KCP&L
10.53	* Insurance Agreement, dated as of September 1, 2005, between Kansas City Power & Light Company and XL Capital Assurance Inc. (Exhibit 10.2.f to Form 10-K for the year ended December 31, 2005).	Great Plains Energy KCP&L
10.54	* Purchase and Sale Agreement, dated as of July 1, 2005, between Kansas City Power & Light Company, as Originator, and Kansas City Power & Light Receivables Company, as Buyer (Exhibit 10.2.b to Form 10-Q for the quarter ended June 30, 2005).	Great Plains Energy KCP&L
10.55	* Receivables Sale Agreement, dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent, and Victory Receivables Corporation (Exhibit 10.2.c to Form 10-Q for the quarter ended June 30, 2005).	Great Plains Energy KCP&L
10.56	* Amendment No. 1, dated as of April 2, 2007, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation to the Receivables Sale Agreement dated as of July 1, 2005 (Exhibit 10.2.2 to Form 10-Q for the quarter ended March 31, 2007).	Great Plains Energy KCP&L

10.57	* Amendment No. 2, dated as of July 11, 2008, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation to the Receivables Sale Agreement dated as of July 1, 2005 (Exhibit 10.2.1 to Form 10-Q for the quarter ended June 30, 2008).	Great Plains Energy KCP&L
10.58	* Amendment, dated as of July 9, 2009, to Receivables Sale Agreement dated as of July 1, 2005 among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation (Exhibit 10.4 to Form 8-K filed on July 13, 2009).	Great Plains Energy KCP&L
10.59	* Amendment and Waiver, dated as of September 25, 2009, to the Receivables Sale Agreement dated as of July 1, 2005 among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation (Exhibit 10.2.2 to Form 10-Q for the quarter ended September 30, 2009).	Great Plains Energy KCP&L
10.60	* Amendment, dated as of May 5, 2010, to Receivables Sale Agreement dated as of July 1, 2005 among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation (Exhibit 10.2.2 to Form 10-Q for the quarter ended March 31, 2010).	Great Plains Energy KCP&L
10.61	* Amendment, dated as of February 23, 2011, to Receivables Sale Agreement dated as of July 1, 2005 among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation. (Exhibit 10.5 to Form 10-Q for the quarter ended March 31, 2011).	Great Plains Energy KCP&L
10.62	* Amendment, dated as of September 9, 2011, to Receivables Sale Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation (Exhibit 10.1 to Form 8-K filed on September 13, 2011).	Great Plains Energy KCP&L
10.63	* Amendment dated as of September 9, 2014, to the Receivables Sales Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser (Exhibit 10.1 to Form 8-K filed on September 15, 2014).	Great Plains Energy KCP&L
10.64	* Amendment dated as of September 9, 2015, to the Receivables Sales Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser (Exhibit 10.1 to Form 8-K filed on September 11, 2015).	Great Plains Energy KCP&L

10.65	* Amendment dated as of September 9, 2016, to the Receivables Sales Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser (Exhibit 10.1 to Form 8-K filed on September 13, 2016).	Great Plains Energy KCP&L
10.66	* Purchase and Sale Agreement, dated as of May 31, 2012, between KCP&L Greater Missouri Operations Company, as Originator, and GMO Receivables Company, as Buyer (Exhibit 10.2. to Form 10-Q for the quarter ended June 30, 2012).	Great Plains Energy
10.67	* Receivables Sale Agreement, dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent, and Victory Receivables Corporation (Exhibit 10.3 to Form 10-Q for the quarter ended June 30, 2012).	Great Plains Energy
10.68	* First Amendment dated as of September 9, 2014, to the Receivables Sales Agreement dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser. (Exhibit 10.2 to Form 8-K filed on September 15, 2014).	Great Plains Energy
10.69	* Second Amendment dated as of September 9, 2015, to the Receivables Sales Agreement dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser. (Exhibit 10.2 to Form 8-K filed on September 11, 2015).	Great Plains Energy
10.70	* Third Amendment dated as of September 9, 2016, to the Receivables Sales Agreement dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser (Exhibit 10.2 to Form 8-K filed September 13, 2016).	Great Plains Energy
10.71	* Amendment dated as of September 8, 2017, to the Receivables Sales Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser. (Exhibit 10.1 to Form 8-K filed on September 11, 2017).	KCP&L
10.72	* Fourth Amendment dated as of September 8, 2017, to the Receivables Sales Agreement dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser. (Exhibit 10.2 to Form 8-K filed on September 11, 2017).	Great Plains Energy

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10.73	* Iatan Unit 2 and Common Facilities Ownership Agreement, dated as of May 19, 2006, among Kansas City Power & Light Company, Aquila, Inc., The Empire District Electric Company, Kansas Electric Power Cooperative, Inc., and Missouri Joint Municipal Electric Utility Commission (Exhibit 10.2.a to Form 10-Q for the quarter ended June 30, 2006).	Great Plains Energy KCP&L
10.74	* Joint Motion and Settlement Agreement dated as of February 26, 2008, among Great Plains Energy Incorporated, Kansas City Power & Light Company, the Kansas Corporation Commission Staff, the Citizens' Utility Ratepayers Board, Aquila, Inc. d/b/a Aquila Networks, Black Hills Corporation, and Black Hills/Kansas Gas Utility Company, LLC (Exhibit 10.1.7 to Form 10-Q for the quarter ended March 31, 2008).	Great Plains Energy KCP&L
10.75	* Stipulation and Agreement dated April 24, 2009, among Kansas City Power & Light Company, Staff of the Missouri Public Service Commission, Office of Public Counsel, Praxair, Inc., Midwest Energy Users Association, U.S. Department of Energy and the U.S. Nuclear Security Administration, Ford Motor Company, Missouri Industrial Energy Consumers and Missouri Department of Natural Resources (Exhibit 10.1 to Form 8-K filed April 30, 2009).	Great Plains Energy KCP&L
10.76	* Non-Unanimous Stipulation and Agreement dated May 22, 2009 among KCP&L Greater Missouri Operations Company, the Staff of the Missouri Public Service Commission, the Office of the Public Counsel, Missouri Department of Natural Resources and Dogwood Energy, LLC (Exhibit 10.1 to Form 8-K filed on May 27, 2009).	Great Plains Energy
10.77	* Collaboration Agreement dated as of March 19, 2007, among Kansas City Power & Light Company, Sierra Club and Concerned Citizens of Platte County, Inc. (Exhibit 10.1 to Form 8-K filed on March 20, 2007).	Great Plains Energy KCP&L
10.78	* Amendment to the Collaboration Agreement effective as of September 5, 2008 among Kansas City Power & Light Company, Sierra Club and Concerned Citizens of Platte County, Inc. (Exhibit 10.2.20 to Form 10-K for the year ended December 31, 2009).	Great Plains Energy KCP&L
10.79	* Joint Operating Agreement between Kansas City Power & Light Company and Aquila, Inc., dated as of October 10, 2008 (Exhibit 10.2.2 to Form 10-Q for the quarter ended September 30, 2008).	Great Plains Energy KCP&L
12.1	Computation of Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Dividend Requirements.	Great Plains Energy
12.2	Computation of Ratio of Earnings to Fixed Charges.	KCP&L
21.1	List of Subsidiaries of Great Plains Energy Incorporated.	Great Plains Energy
23.1	Consent of Independent Registered Public Accounting Firm.	Great Plains Energy
23.2	Consent of Independent Registered Public Accounting Firm.	KCP&L

24.1	Powers of Attorney.	Great Plains Energy
24.2	Powers of Attorney.	KCP&L
31.1	Rule 13a-14(a)/15d-14(a) Certification of Terry Bassham.	Great Plains Energy
31.2	Rule 13a-14(a)/15d-14(a) Certification of Kevin E. Bryant.	Great Plains Energy
31.3	Rule 13a-14(a)/15d-14(a) Certification of Terry Bassham.	KCP&L
31.4	Rule 13a-14(a)/15d-14(a) Certification of Kevin E. Bryant.	KCP&L
32.1	** Section 1350 Certifications.	Great Plains Energy
32.2	** Section 1350 Certifications.	KCP&L
101.INS	XBRL Instance Document.	Great Plains Energy KCP&L
101.SCH	XBRL Taxonomy Extension Schema Document.	Great Plains Energy KCP&L
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	Great Plains Energy KCP&L
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	Great Plains Energy KCP&L
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.	Great Plains Energy KCP&L
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	Great Plains Energy KCP&L

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

** Furnished and shall not be deemed filed for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the Exchange Act). Such document shall not be incorporated by reference into any registration statement or other document pursuant to the Exchange Act or the Securities Act of 1933, as amended, unless otherwise indicated in such registration statement or other document.

+ Indicates management contract or compensatory plan or arrangement.

Copies of any of the exhibits filed with the SEC in connection with this document may be obtained from KCP&L upon written request. The registrants agree to furnish to the SEC upon request any instrument with respect to long-term debt as to which the total amount of securities authorized does not exceed 10% of total assets of such registrant and its subsidiaries on a consolidated basis.

Schedule I - Parent Company Financial Statements

GREAT PLAINS ENERGY INCORPORATED
Statements of Comprehensive Income (Loss) of Parent Company

Year Ended December 31	2017	2016	2015
Operating Expenses	(millions, except per share amounts)		
General and administrative	\$ 2.3	\$ 2.7	\$ 0.9
Costs to achieve the anticipated merger with Westar Energy, Inc.	16.1	18.3	—
General taxes	0.1	0.1	0.2
Total	18.5	21.1	1.1
Operating loss	(18.5)	(21.1)	(1.1)
Other Income (Expense)			
Equity in earnings from subsidiaries	141.4	287.5	220.9
Non-operating income	51.5	31.3	29.7
Loss on extinguishment of debt	(82.8)	—	—
Loss on Series B Preferred Stock dividend make-whole provisions	(124.8)	—	—
Total	(14.7)	318.8	250.6
Interest (charges) income	(125.6)	2.6	(40.3)
Income (loss) before income taxes	(158.8)	300.3	209.2
Income tax (expense) benefit	52.6	(10.3)	3.8
Net income (loss)	(106.2)	290.0	213.0
Preferred stock dividend requirements and redemption premium	37.3	16.5	1.6
Earnings (loss) available for common shareholders	\$ (143.5)	\$ 273.5	\$ 211.4
Average number of basic common shares outstanding	215.5	169.4	154.2
Average number of diluted common shares outstanding	215.5	169.8	154.8
Basic and diluted earnings (loss) per common share	\$ (0.67)	\$ 1.61	\$ 1.37
Comprehensive Income			
Net income (loss)	\$ (106.2)	\$ 290.0	\$ 213.0
Other comprehensive income			
Derivative hedging activity			
Reclassification to expenses	0.4	0.4	0.5
Income tax expense	(0.1)	(0.2)	(0.1)
Net reclassification to expenses	0.3	0.2	0.4
Derivative hedging activity, net of tax	0.3	0.2	0.4
Other comprehensive income from subsidiaries, net of tax	4.1	5.2	6.3
Total other comprehensive income	4.4	5.4	6.7
Comprehensive income (loss)	\$ (101.8)	\$ 295.4	\$ 219.7

The accompanying Notes to Financial Statements of Parent Company are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Balance Sheets of Parent Company

	December 31	
	2017	2016
ASSETS	(millions, except share amounts)	
Current Assets		
Cash and cash equivalents	\$ 1,114.2	\$ 1,283.9
Time deposit	—	1,000.0
Accounts receivable from subsidiaries	34.8	10.6
Notes receivable from subsidiaries	2.0	2.0
Interest rate derivative instruments	91.4	79.3
Other	2.3	26.1
Total	1,244.7	2,401.9
Investments and Other Assets		
Investment in KCP&L	2,513.2	2,541.5
Investment in other subsidiaries	1,240.1	1,341.6
Note receivable from subsidiaries	634.9	634.9
Deferred income taxes	11.6	12.8
Other	1.0	16.3
Total	4,400.8	4,547.1
Total	\$ 5,645.5	\$ 6,949.0
LIABILITIES AND CAPITALIZATION		
Current Liabilities		
Notes payable	\$ 11.0	\$ —
Current maturities of long-term debt	—	100.0
Accounts payable to subsidiaries	21.7	10.8
Accrued taxes	—	12.9
Accrued interest	2.1	10.1
Other	5.9	12.8
Total	40.7	146.6
Deferred Credits and Other Liabilities	1.8	2.2
Capitalization		
Great Plains Energy shareholders' equity		
Common stock - 600,000,000 shares authorized without par value 215,801,723 and 215,479,105 shares issued, stated value	4,233.1	4,217.0
Preference stock - 11,000,000 shares authorized without par value 7.00% Series B Mandatory Convertible Preferred Stock \$1,000 per share liquidation preference, 0 and 862,500 shares issued and outstanding	—	836.2
Retained earnings	737.9	1,119.2
Treasury stock - 137,589 and 128,087 shares, at cost	(4.0)	(3.8)
Accumulated other comprehensive loss	(2.2)	(6.6)
Total shareholders' equity	4,964.8	6,162.0
Long-term debt	638.2	638.2
Total	5,603.0	6,800.2
Commitments and Contingencies		
Total	\$ 5,645.5	\$ 6,949.0

The accompanying Notes to Financial Statements of Parent Company are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Statements of Cash Flows of Parent Company

Year Ended December 31	2017	2016	2015
Cash Flows from Operating Activities		(millions)	
Net income (loss)	\$ (106.2)	\$ 290.0	\$ 213.0
Adjustments to reconcile income (loss) to net cash from operating activities:			
Amortization	26.2	30.4	0.8
Deferred income taxes, net	2.3	21.8	(1.7)
Equity in earnings from subsidiaries	(141.4)	(287.5)	(220.9)
Fair value impact of interest rate swaps	(12.1)	(79.3)	—
Loss on Series B Preferred Stock dividend make-whole provisions	124.8	—	—
Loss on extinguishment of debt	82.8	—	—
Cash flows affected by changes in:			
Accounts receivable from subsidiaries	(21.6)	(9.8)	(0.1)
Accounts payable to subsidiaries	10.9	(20.9)	1.3
Other accounts payable	(2.2)	7.0	—
Accrued taxes	(12.9)	8.4	0.3
Accrued interest	(8.0)	6.0	—
Cash dividends from subsidiaries	275.0	239.0	157.0
Other	22.3	8.0	8.7
Net cash from operating activities	239.9	213.1	158.4
Cash Flows from Investing Activities			
Purchase of time deposit	—	(1,000.0)	—
Proceeds from time deposit	1,000.0	—	—
Intercompany lending	—	—	(1.4)
Net money pool lending	—	3.7	(0.4)
Investment in subsidiary	(0.6)	(7.3)	(7.8)
Net cash from investing activities	999.4	(1,003.6)	(9.6)
Cash Flows from Financing Activities			
Issuance of common stock	2.9	1,603.7	3.0
Issuance of preferred stock	—	862.5	—
Issuance of long-term debt	4,291.9	—	—
Issuance fees	(32.2)	(143.4)	—
Repayment of long-term debt, including redemption premium	(4,443.0)	—	—
Net change in short-term borrowings	11.0	(10.0)	6.0
Dividends paid	(272.0)	(194.0)	(155.5)
Redemption of preferred stock	(963.4)	(40.1)	—
Other financing activities	(4.2)	(4.3)	(2.3)
Net cash from financing activities	(1,409.0)	2,074.4	(148.8)
Net Change in Cash and Cash Equivalents	(169.7)	1,283.9	—
Cash and Cash Equivalents at Beginning of Year	1,283.9	—	—
Cash and Cash Equivalents at End of Year	\$ 1,114.2	\$ 1,283.9	\$ —

The accompanying Notes to Financial Statements of Parent Company are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
NOTES TO FINANCIAL STATEMENTS OF PARENT COMPANY

The Great Plains Energy Incorporated Notes to Consolidated Financial Statements in Part II, Item 8 should be read in conjunction with the Great Plains Energy Incorporated Parent Company Financial Statements.

The Great Plains Energy Incorporated Parent Company Financial Statements have been prepared to present the financial position, results of operations and cash flows of Great Plains Energy on a stand-alone basis as a holding company. Investments in subsidiaries are accounted for using the equity method.

Schedule II - Valuation and Qualifying Accounts and Reserves

Great Plains Energy Incorporated
Valuation and Qualifying Accounts
Years Ended December 31, 2017, 2016 and 2015

Description	Balance At Beginning Of Period	Additions			Deductions	Balance At End Of Period
		Charged To Costs And Expenses	Charged To Other Accounts			
Year Ended December 31, 2017						
(millions)						
Allowance for uncollectible accounts	\$ 4.0	\$ 10.5	\$ 8.1 ^(a)	\$ 17.9 ^(b)	\$ 4.7	
Legal reserves	16.1	0.8	—	9.2 ^(c)	7.7	
Environmental reserves	1.7	0.1	—	—	1.8	
Tax valuation allowance	16.4	11.3	—	4.7 ^(d)	23.0	
Year Ended December 31, 2016						
Allowance for uncollectible accounts	\$ 3.8	\$ 9.0	\$ 8.1 ^(a)	\$ 16.9 ^(b)	\$ 4.0	
Legal reserves	5.9	10.4	—	0.2 ^(c)	16.1	
Environmental reserves	1.7	—	—	—	1.7	
Tax valuation allowance	19.9	0.1	—	3.6 ^(d)	16.4	
Year Ended December 31, 2015						
Allowance for uncollectible accounts	\$ 2.8	\$ 10.5	\$ 8.7 ^(a)	\$ 18.2 ^(b)	\$ 3.8	
Legal reserves	4.7	2.6	—	1.4 ^(c)	5.9	
Environmental reserves	1.7	—	—	—	1.7	
Tax valuation allowance	16.6	4.9	—	1.6 ^(d)	19.9	

(a) Recoveries.

(b) Uncollectible accounts charged off.

(c) Payment of claims/settlements.

(d) Reversal of tax valuation allowance.

Kansas City Power & Light Company
Valuation and Qualifying Accounts
Years Ended December 31, 2017, 2016 and 2015

Description	Balance At Beginning Of Period	Additions		Deductions	Balance At End Of Period
		Charged To Costs And Expenses	Charged To Other Accounts		
Year Ended December 31, 2017					
(millions)					
Allowance for uncollectible accounts	\$ 1.8	\$ 7.5	\$ 5.6 ^(a)	\$ 12.7 ^(b)	\$ 2.2
Legal reserves	15.1	—	—	9.0 ^(c)	6.1
Environmental reserves	0.3	—	—	—	0.3
Tax valuation allowance	—	1.2	—	1.2 ^(d)	—
Year Ended December 31, 2016					
Allowance for uncollectible accounts	\$ 1.8	\$ 6.4	\$ 5.5 ^(a)	\$ 11.9 ^(b)	\$ 1.8
Legal reserves	5.3	9.8	—	— ^(c)	15.1
Environmental reserves	0.3	—	—	—	0.3
Tax valuation allowance	0.7	—	—	0.7	—
Year Ended December 31, 2015					
Allowance for uncollectible accounts	\$ 1.2	\$ 7.1	\$ 5.8 ^(a)	\$ 12.3 ^(b)	\$ 1.8
Legal reserves	2.9	2.6	—	0.2 ^(c)	5.3
Environmental reserves	0.3	—	—	—	0.3
Tax valuation allowance	—	0.7	—	—	0.7

- (a) Recoveries.
- (b) Uncollectible accounts charged off.
- (c) Payment of claims/settlements.
- (d) Reversal of tax valuation allowance.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GREAT PLAINS ENERGY INCORPORATED

Date: February 21, 2018

By: /s/ Terry Bassham
Terry Bassham
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Terry Bassham</u> Terry Bassham	Chairman, President and Chief Executive Officer (Principal Executive Officer))))
<u>/s/ Kevin E. Bryant</u> Kevin E. Bryant	Senior Vice President - Finance and Strategy and Chief Financial Officer (Principal Financial Officer))))
<u>/s/ Steven P. Busser</u> Steven P. Busser	Vice President - Risk Management and Controller (Principal Accounting Officer))))
David L. Bodde*	Director))
Randall C. Ferguson, Jr.*	Director))
Gary D. Forsee*	Director))
Scott D. Grimes*	Director))
Thomas D. Hyde*	Director))
Ann D. Murtlow*	Director))
Sandra J. Price*	Director))
John J. Sherman*	Director))

*By /s/ Terry Bassham
Terry Bassham
Attorney-in-Fact*

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

KANSAS CITY POWER & LIGHT COMPANY

Date: February 21, 2018

By: /s/ Terry Bassham
Terry Bassham
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Terry Bassham</u> Terry Bassham	Chairman, President and Chief Executive Officer (Principal Executive Officer))))
<u>/s/ Kevin E. Bryant</u> Kevin E. Bryant	Senior Vice President - Finance and Strategy and Chief Financial Officer (Principal Financial Officer))))
<u>/s/ Steven P. Busser</u> Steven P. Busser	Vice President - Risk Management and Controller (Principal Accounting Officer))))
David L. Bodde*	Director))
Randall C. Ferguson, Jr.*	Director))
Gary D. Forsee*	Director))
Scott D. Grimes*	Director))
Thomas D. Hyde*	Director))
Ann D. Murtlow*	Director))
Sandra J. Price*	Director))
John J. Sherman*	Director))

February 21, 2018

*By /s/ Terry Bassham
Terry Bassham
Attorney-in-Fact*

KANSAS CITY POWER & LIGHT COMPANY

To

**UNITED MISSOURI BANK OF
KANSAS CITY, N.A., TRUSTEE**

General Mortgage Indenture and Deed of Trust

Dated as of December 1, 1986

**CROSS REFERENCE SHEET TO
TRUST INDENTURE ACT OF 1939**

<u>Section of Act</u>	<u>Section of Indenture</u>
310(a)	7.04, 14.01, 14.14, 14.15
310(b)	14.12
311(a) and (b)	14.11
312(a), (b) and (c)	17.01
313(a), (b), (c) and (d)	17.03
314(a)	17.02
314(b)	7.05
314(c)(1) and (2)	21.01(b)
314(c)(3)	Not applicable
314(d)(1)	1.03(q), 10.03(b), 10.04(b), 10.05(a)(ii), 10.06(a)(iii)
314(d)(2)	1.03(e), 1.03(q), 3.04(e), 10.05(a)(ii) and 10.06(a)(iii)
314(d)(3)	3.04(c), 3.04(d), 10.03(c), 10.05(a)(ii) and (iii), 10.06(a)(iii) and (iv)
314(e)	21.01(a)
315(a)	14.01, 14.02, 14.07
315(b)	12.02(b)
315(c)	14.01
315(d)	14.02
315(e)	12.16(c)
316(a)(1)	12.05, 12.24
316(a)(2)	Omitted
316(a) last sentence	20.03
316(b)	12.23
317(a)	12.18, 12.22
317(b)	7.06
318(a)	21.03

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GENERAL MORTGAGE INDENTURE AND DEED OF TRUST, dated as of December 1, 1986 between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, and UNITED MISSOURI BANK OF KANSAS CITY, N.A., as Trustee.

Parties

WHEREAS, all capitalized terms used in this Indenture have the respective meanings set forth in *Article I*; and

Recitals

WHEREAS, the Company deems it necessary to borrow and, pursuant to this Indenture, to issue Bonds for its corporate purposes from time to time, and to mortgage and pledge the property hereinafter described to secure payment of the Bonds; and

WHEREAS, all acts and things have been done and performed which are necessary to make this Indenture, when duly executed and delivered, a valid and binding mortgage and deed of trust for the security of all Bonds duly issued hereunder and Outstanding from time to time; and the execution and delivery of this Indenture have been in all respects duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to secure the payment of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under this Indenture when payable in accordance with the provisions thereof and hereof, and to secure the performance by the Company of, and its compliance with, the covenants and conditions of this Indenture, and in consideration of the premises and of One Dollar paid to the Company by the Trustee, the Company does hereby grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto United Missouri Bank of Kansas City, N.A., as Trustee, and to its successors in trust and to its assigns, all of the property, rights and interests in property described in *Exhibit A*, and, other than Excepted Property and subject to *Article XIII*, all of the property, rights and interests in property acquired by the Company after the date of the execution of this Indenture, which shall be and are as fully granted and conveyed by this Indenture and as fully embraced within the Lien of this Indenture as if such property, rights and interests in property were now owned by the Company and were specifically described herein and conveyed hereby; the Company expressly reserves the right, at any time and from time to time, by one or more Supplemental Indentures, to subject to the Lien and operation of this Indenture any part or all of the Excepted Property upon such terms

Granting clause

- and conditions and subject to such restrictions, limitations and reservations as may be set forth in such Supplemental Indenture or Indentures.
- Habendum** TO HAVE AND TO HOLD all such properties, rights and interests in property granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed or in which a security interest has been granted by the Company in this Indenture or intended or agreed to be so granted, together with all the appurtenances thereto, unto the Trustee and its successors and assigns forever.
- Subject to 1946 Mortgage** SUBJECT, HOWEVER, as to the properties, rights and interests in property severally embraced therein or affected thereby, to the 1946 Mortgage for so long as any 1946 Mortgage Bonds are Outstanding, and to other Permissible Encumbrances;
- Grant in trust** BUT IN TRUST, nevertheless, for the equal and proportionate benefit and security of all present and future holders of the Bonds and any coupons issued and to be issued hereunder and secured by the Lien of this Indenture, and to secure the payment of the principal of, premium, if any, and interest on the Bonds issued and Outstanding under this Indenture when payable in accordance with the provisions thereof and hereof, and to secure the performance by the Company of, and its compliance with, the covenants and conditions of this Indenture without any preference, priority or distinction of any one Bond over any other Bond by reason of priority in the issue or negotiation thereof or otherwise.
- Defeasance clause** PROVIDED, HOWEVER, and these presents are upon the condition, that if the Company shall pay or cause to be paid the principal of, premium, if any, and interest on the Bonds at the times and in the manner therein and herein provided, or shall provide, in the manner permitted hereby, for the payment thereof, and if the Company shall also pay or cause to be paid all other sums payable hereunder by it and perform all of the covenants and comply with all of the conditions of this Indenture, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.
- Covenant clause** IT IS HEREBY COVENANTED AND AGREED, by and between the Company and Trustee, that all Bonds and coupons, if any, are to be authenticated, delivered and issued, and that all Mortgaged Property is
-

to be held; subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustee and its successors in trust, for the benefit of those who shall hold Bonds and any coupons, or any of them, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. (a) Whenever this Indenture refers to a provision of the Trust Indenture Act of 1939, as amended ("TIA"), such provision is incorporated by reference in and made a part of this Indenture. The following TIA terms incorporated in this Indenture have the following meanings:

Trust
Indenture
Act

"indenture securities" means the Bonds.

"indenture security holder" means a Bondholder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Company.

(b) All terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by a rule of the Securities and Exchange Commission have the meanings assigned to them in the TIA or such statute or rule as in force on the date of execution of this Indenture.

Section 1.02. The accounting terms used in this Indenture shall be construed in accordance with Generally Accepted Accounting Principles.

Construction of
accounting terms

Section 1.03. For purposes of this Indenture, the following terms have the following meanings:

(a) "*Accountant*" means the Controller or Assistant Controller of the Company or a Person appointed by the Board who is qualified to pass upon accounting matters, who or which need not be a certified or

"Accountant"

§ 1.03 (cont.)

- public accountant and, unless required to be Independent, may be employed by or Affiliated with the Company.
- "Accountant's Certificate" (b) "*Accountant's Certificate*" means a certificate signed by an Accountant.
- "Affiliate" (c) "*Affiliate*" means a Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, another Person; "*Affiliated*" has a meaning correlative to the foregoing.
- "Appraiser" (d) "*Appraiser*" means a Person engaged in the business of appraising property or competent to determine the Fair Value or fair market value of the particular property in question, and who or which, unless required to be Independent, may be employed by or Affiliated with the Company.
- "Appraiser's Certificate" (e) "*Appraiser's Certificate*" means a certificate signed by an Appraiser appointed by the Board; any Appraiser's Certificate which is relied upon by an Independent Engineer, for purposes of an Independent Engineer's Certificate, shall be signed by an Independent Appraiser.
- "Authorized Newspaper" (f) "*Authorized Newspaper*" means a newspaper of general circulation in the relevant area, printed in the English language and customarily published on each Business Day; whenever successive publications in an Authorized Newspaper are required by this Indenture, such publications may be made on the same or different days and in the same or in different Authorized Newspapers.
- "Board" (g) "*Board*" means either the board of directors of the Company or any duly authorized committee of the board of directors of the Company.
- "Bondable Property" (h) "*Bondable Property*" means the Mortgaged Property as of December 1, 1986, plus any property acquired or constructed by the Company which is included in the Mortgaged Property after December 1, 1986:
- (i) Bondable Property:
- (A) need not consist of a specific or completed development, plant, betterment, addition, extension, improvement or enlargement, but may include construction work in progress and property in the process of purchase insofar as the Company shall have acquired legal title to such property, and may include the following:
-

(1) fractional and other undivided interests of the Company in property owned jointly or in common with other Persons, whether or not there are with respect to such property other agreements or obligations on the part of the Company, if there is an effective bar against partition of such property which would preclude the sale of such property by any or all of such other Persons or the holder or holders of any lien or liens on the interest of any of such other Persons in such property, without the consent of the Company;

(2) engineering, economic, environmental, financial, geological and legal or other surveys, data processing equipment and software, preliminary to or associated with the acquisition or construction of property included or intended to be included in the Mortgaged Property;

(3) paving, grading and other improvements to, under or upon public highways, bridges, parks or other public property of analogous character required for or in connection with the installation or repair of overhead, surface or underground facilities and paid for and used or to be used by the Company, notwithstanding that the Company may not hold legal title thereto;

(4) towers, poles, wires, transformers, meters, overhead, surface and underground service facilities, and property and equipment constructed or maintained under permits, licenses, easements, franchises and other similar privileges on property owned by other Persons, including governmental and municipal agencies, bodies or subdivisions, if the Company shall have the right to remove the same; and

(5) property other than property specified in *Section 1.03(h)(i)(A)(4)* which is situated on real estate owned by governmental or municipal agencies, bodies or subdivisions under permits, licenses, easements, franchises and other similar privileges, if the Company shall have the right to remove the same; and

(B) may include renewals, replacements and substitution of property not excluded from this definition of Bondable Property; but

(C) shall not include:

- (1) Excepted Property; or
- (2) going concern value or good will.

(ii) The "amount" of any Bondable Property means the lesser of the Cost or Fair Value of Bondable Property certified to the Trustee in an Engineer's Certificate (or in case such Fair Value shall not be required to be evidenced to the Trustee, the Cost thereof) *minus*, in the case of Bondable Property which is (A) owned by the Company subject to a Prior Lien on the date of this Indenture, or (B) acquired by the Company after December 1, 1986, subject to a Prior Lien (other than a Prior Lien to which such Bondable Property becomes subject, solely as a result of such acquisition, pursuant to an after-acquired property clause of such Prior Lien), 133⅓% of the aggregate principal amount of the Prior Lien Bonds secured by such Prior Liens and (I) outstanding at December 1, 1986, and at the date of such acquisition, respectively, and (II) issued after such date, respectively.

(iii) When any Bondable Property is certified to the Trustee in any Engineer's Certificate delivered with an application, and as a basis, for the authentication and delivery of Bonds, the release of Mortgaged Property or the withdrawal of cash (except in the case of the release of Mortgaged Property, the withdrawal of cash representing the proceeds of insurance or the payment of or on account of obligations secured by purchase money mortgages, in each case on the basis of Bondable Property acquired or constructed within 90 days prior to the date of the application for such release or the receipt by the Trustee of such cash, or within 90 days subsequent to such application or receipt of cash),

(A) there shall be deducted from the Cost or Fair Value of such Bondable Property, as the case may be (as of the date of such application), an amount equal to the aggregate Cost of all Bondable Property retired on and after December 1, 1986, *minus* the aggregate Cost of all Bondable Property acquired or constructed by the Company which is included in the Mortgaged Property after such date, and has been Bonded as the

basis for the withdrawal of cash pursuant to *Section 11.01(a)(i)(B)*, and

(B) there may, at the option of the Company, be added to such Cost or Fair Value, as the case may be, the sum of

(1) all or any portion which the Company then elects to add to the total of (aa) the fair market value in cash, as set forth in an Appraiser's Certificate dated the date of such application, of the unpaid principal amount of any obligations (which are not in default) secured by purchase money mortgages and Governmental Obligations, plus (bb) any cash (other than proceeds of such purchase money obligations), then held by the Trustee or the trustee or mortgagee under any Prior Lien, in either case representing the proceeds of insurance on, or of the release or other disposition of, Bondable Property retired; and

(2) 133⅓% of the principal amount of any Bonds which the Company then elects so to add, the right to the authentication and delivery of which under *Article IV* or *Article VI* shall have been waived as a basis for the release of Bondable Property retired;

provided, however, that neither any reduction in the Cost or Fair Value of property recorded in an account of the Company nor the transfer of any amount from such an account to another such account shall be deemed to be Bondable Property retired.

(i) "Bonded" or "Bonding" as applied to Bonds, Prior Lien Bonds or Bondable Property means that such Bonds, Prior Lien Bonds or Bondable Property are within one or more of the following classes:

"Bonded" or
"Bonding"

(i) the aggregate amount of Bondable Property which has been used as a basis for the authentication and delivery of Bonds pursuant to *Article III* or the withdrawal of cash pursuant to *Section 11.01*.

(ii) Bonds which have been used as a basis for the authentication and delivery of Bonds pursuant to *Article IV* or the withdrawal of cash pursuant to *Section 11.01*, and Bonds and Prior Lien Bonds paid, purchased or redeemed with money applied or paid by the Trustee pursuant to *Section 11.01*.

§ 1.03 (cont.)

(iii) Bonds and Prior Lien Bonds which have been used as a basis for a waiver by the Company, pursuant to *Section 10.05* or *10.06*, of its right to the authentication and delivery of Bonds pursuant to *Article IV* or *Article VI*.

(iv) Bonds, Prior Lien Bonds and Bondable Property which have been allocated or used as a basis for any credit or action or pursuant to any provision of, or retired through the operation of, any sinking, improvement, maintenance, replacement or analogous fund for any series of Bonds; provided, however, that any such Bonds, Prior Lien Bonds or Bondable Property so allocated or used shall be reinstated as Unbonded when all of the Bonds of the series of Bonds in connection with such fund was established are retired.

(v) Prior Lien Bonds which have been (A) used as a basis for the authentication and delivery of Bonds pursuant to *Article VI* or the withdrawal of cash pursuant to *Section 11.01*, (B) used as a basis for the issuance of Prior Lien Bonds under such Prior Lien or (C) used as a basis for the release of property or the withdrawal of cash under any Prior Lien.

All Bondable Property which shall be retired, abandoned, destroyed, released or otherwise disposed of shall be deemed Bondable Property retired, but as in this Indenture provided may at any time thereafter again become Bondable Property.

"Bondholder"	(j) " <i>Bondholder</i> " means the bearer of a Coupon Bond or the Registered Holder of a Registered Bond.
"Bonds"	(k) " <i>Bonds</i> " means bonds authenticated and delivered under this Indenture.
"Business Day"	(l) " <i>Business Day</i> " means any day upon which banks located in the city where the Trustee maintains its principal office and place of business are not required or authorized to be closed.
"Company"	(m) " <i>Company</i> " means Kansas City Power & Light Company, a Missouri corporation, and its successors and assigns.
"Cost"	(n) " <i>Cost</i> " means, as to any property, the actual cost to the Company in cash or its equivalent, including without limitation all costs and allowances for funds used during the construction thereof, and other deferred costs relating to such construction, but only to the extent

permitted by Generally Accepted Accounting Principles or accounting orders from any governmental regulatory commission; the Cost of property acquired by the Company without consideration or by merger, consolidation or dissolution shall be deemed to be the Fair Value thereof at the date of its acquisition.

(o) "Coupon Bond" means any Bond with detachable coupons evidencing the obligation of the Company to pay interest on such Bond. "Coupon Bond"

(p) "Default" means any event specified in *Section 12.02(a)*. "Default"

(q) "Engineer" means a Person engaged in the engineering business, and who or which, unless required to be Independent, may be employed by or Affiliated with Company, except that an Independent Engineer shall sign Engineer's Certificates delivered in connection with the release of Mortgaged Property pursuant to *Section 10.03, 10.04, 10.05, 10.06 or 10.07*, if the Fair Value of the Mortgaged Property to be released and of all other Mortgaged Property released since the commencement of the then current calendar year, or the Fair Value of any purchase money obligations included in the consideration for such release and of all other securities made a basis of any authentication and delivery of Bonds, withdrawal of cash or release of Mortgaged Property or securities under this Indenture since the commencement of the then current calendar year, as set forth in Engineer's Certificates required pursuant to *Article X* of this Indenture, is 10% or more of the aggregate principal amount of Bonds at the time Outstanding, unless the Fair Value of the Mortgaged Property to be released or of any purchase money obligations included in the consideration for such release and of all other securities made a basis of any authentication and delivery of Bonds, as set forth in such Engineer's Certificate, is, in each case, less than \$25,000 or less than 1% of the aggregate principal amount of Bonds at the time Outstanding. "Engineer"

(r) "Engineer's Certificate" means a certificate signed by an Engineer appointed by the Board. "Engineer's Certificate"

(s) "Excepted Property" means all of the following described property, whether now owned or hereafter acquired by the Company, which is hereby expressly excepted and excluded from the Lien of this Indenture: "Excepted Property"

§ 1.03 (cont.)

(i) all cash, shares of stock, bonds, notes and other obligations and securities not deposited, or required to be deposited, with the Trustee by the express provisions of this Indenture;

(ii) all bills, notes and other instruments and accounts receivable, judgments, demands, general intangibles and choses in action, and all contracts and operating agreements not pledged or required to be pledged with the Trustee;

(iii) all merchandise, equipment, spare parts, tools, materials, supplies and fuel held for sale or lease in the ordinary course of business or for use or consumption in, or in the operation of, any properties of, or for the benefit of, the Company, or held in advance of use thereof for maintenance, replacement or fixed capital purposes;

(iv) all electricity, gas, steam, water, ice and other materials, products or services generated, manufactured, produced, provided or purchased by the Company for sale or distribution or used or to be used by the Company;

(v) all railcars, aircraft, watercraft, automobiles, buses, trucks, tractors, trailers and similar vehicles and movable equipment, and all components, spare parts, accessories, supplies and fuel used or to be used in connection with any of the foregoing;

(vi) all office furniture and office equipment;

(vii) all leasehold interests and leasehold improvements;

(viii) the last day of the term of any lease or leasehold now owned or hereafter acquired by the Company which is specifically subjected to the Lien of this Indenture;

(ix) all timber, natural gas, oil, coal, uranium and other minerals, mined or extracted from or otherwise separated from the earth, or lying or being within or under any properties of the Company, including Mortgaged Property, and gas, oil, coal and other mineral rights, leases and royalties and income therefrom, and rights to explore for such minerals;

(x) except as the same may be specifically subjected to the Lien of this Indenture, all nuclear fuel, cores and materials;

(xi) all satellites and other equipment and materials used or to be used in outer space; all business machines; all communications equipment; all computer equipment; all record production, storage and retrieval equipment; all telephone equipment; and all components, spare parts, accessories, programs and supplies used or to be used in connection with any of the foregoing; and

(xii) all real or personal property which meets all of the following conditions:

(A) is not specifically described in this Indenture,

(B) is not specifically subjected or required to be subjected to the Lien of this Indenture by any express provision of this Indenture, and

(C) is not an integral part of or used or to be used as an integral part of the electric and steam generating, transmission and distribution operations of the Company, or in connection with the operation of any property specifically subjected or required to be subjected to the Lien of this Indenture by the express provisions of this Indenture.

(t) "*Fair Value*" when applied to property means its fair value as determined without deduction for any Prior Liens upon such property, which fair value may be determined without physical inspection by use of accounting and engineering records and other data maintained by, or available to, the Company; the "value" of any Mortgaged Property shall be the lesser of its Cost or Fair Value as evidenced by an Engineer's Certificate and determined without regard to the existence of any Prior Lien on such Mortgaged Property.

"Fair Value"

(u) "*Generally Accepted Accounting Principles*" means generally accepted accounting principles in use at December 1, 1986, or, at the option of the Company, other generally accepted accounting principles which are in use at the time of their determination; in determining generally accepted accounting principles, the Company may, but shall not be required to, conform to any accounting order, rule or regulation of any regulatory authority having jurisdiction over the electric and steam generating, transmission and distribution operations of the Company.

"Generally Accepted Accounting Principles"

§ 1.03 (cont.)

"Governmental Obligations"	(v) " <i>Governmental Obligations</i> " means direct obligations of, or obligations unconditionally guaranteed by, the United States of America.
"Indenture"	(w) " <i>Indenture</i> " means this instrument and all Supplemental Indentures; all references to "herein", "hereof" and "hereunder" shall respectively mean in, of or under this Indenture.
"Independent"	(x) " <i>Independent</i> " when used with respect to any specified Person means that such Person (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the Company or in any other obligor on the Bonds or in any Affiliate of the Company or any such other obligor and (iii) is not connected with the Company or such other obligor as an Affiliate or an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.
"Lien of this Indenture"	(y) " <i>Lien of this Indenture</i> " means the lien created by this instrument (including the lien on property acquired after the date of the execution of this Indenture) and the lien created by any subsequent conveyance to the Trustee, whether made by the Company or any other Person, effectively constituting any property a part of the security held by the Trustee for the benefit of the holders of all Outstanding Bonds.
"1946 Mortgage"	(z) " <i>1946 Mortgage</i> " means the Indenture of Mortgage and Deed of Trust dated the first day of December, 1946, to Continental Illinois National Bank and Trust Company of Chicago, as trustee, and George G. Moore, as individual trustee (J. S. Missman, successor individual trustee), as from time to time amended and supplemented.
"1946 Mortgage Bonds"	(aa) " <i>1946 Mortgage Bonds</i> " means bonds issued and Outstanding under the 1946 Mortgage.
"Mortgaged Property"	(bb) " <i>Mortgaged Property</i> " means as of any particular time all of the property which is an integral part of or used or to be used as an integral part of the electric and steam generating, transmission and distribution operations of the Company, any undivided legal interest of the Company in any property which is jointly owned by the Company and any other Person or Persons, and any other property (including securities and cash held by the Trustee) which at said time is subject, or is intended by the terms of this Indenture to be subject, to the Lien of this Indenture, however created, including (i) all of such property which

is acquired by the Company after December 1, 1986, and (ii) all of the property which is described in *Exhibit A* and in Supplemental Indentures, but Mortgaged Property shall not include Excepted Property.

(cc) "*Officers' Certificate*" means a certificate signed by the Chairman of the Board, Chief Executive Officer, President or a Vice-President and the Controller, Treasurer or an Assistant Treasurer of the Company.

"Officers'
Certificate"

(dd) "*Opinion of Counsel*" means a written opinion of counsel, who may be counsel for the Company.

"Opinion of
Counsel"

(ee) "*Outstanding*" means as of any particular time with respect to Bonds, all Bonds which theretofore have been authenticated and delivered by the Trustee under this Indenture, except (i) Bonds theretofore paid, retired, redeemed, discharged or canceled, or Bonds for the purchase, payment or redemption of which money or Governmental Obligations in the necessary amount shall have been deposited with, or shall then be held by, the Trustee with irrevocable direction to apply such money or the proceeds of such Governmental Obligations to such purchase, payment or redemption, provided that, in the case of redemption, the notice required by *Article IX* shall have been given or provided for to the satisfaction of the Trustee, (ii) Bonds deposited with or held in pledge by the Trustee under this Indenture, including any Bonds so held under any sinking, improvement, maintenance, replacement or analogous fund, and (iii) Bonds authenticated and delivered upon transfer of which or in exchange or substitution for and/or in lieu of which other Bonds have been authenticated and delivered.

"Outstanding"

(ff) "*Permissible Encumbrances*" means as of any particular time any of the following:

"Permissible
Encumbrances"

(i) the Lien of this Indenture and all liens and encumbrances junior thereto;

(ii) liens for taxes or assessments by governmental bodies not yet due or the payment of which is being contested in good faith by the Company, provided that the Company shall have set aside on its books reserves deemed by it to be adequate with respect to any such tax or assessment so being contested;

(iii) any right of any municipal or other governmental body or agency, by virtue of any franchise, grant, license, contract or

§ 1.03 (cont.)

statute, to occupy, purchase or designate a purchaser of, or to order the sale of, any Mortgaged Property upon payment of reasonable compensation therefor, or to terminate any franchise, grant, license, contract or other right, or to regulate the property and business of the Company;

(iv) liens and charges incidental to construction or current operations of the Company which are not delinquent or, whether or not delinquent, are being contested in good faith by the Company;

(v) easements, reservations or rights of way, and zoning ordinances, regulations and restrictions, if they do not, individually or in the aggregate, impair the utility of the affected property in the operation of the business of the Company;

(vi) irregularities in or defects of title with respect to any rights of way acquired by the Company for lines, structures and appurtenances thereto, if the Company has obtained from the apparent owner of the real estate traversed by any such right of way a sufficient right, by the terms of the instrument granting such right of way, to the use thereof for the purpose of such lines, structures and appurtenances, or the Company has eminent domain power to remove or cure such irregularities or deficiencies;

(vii) liens securing obligations neither (A) assumed by the Company nor (B) on account of which it customarily pays interest, directly or indirectly, existing upon real estate, or rights in or relating to real estate acquired by the Company for rights of way for lines, structures and appurtenances thereto;

(viii) party-wall agreements and agreements for and obligations relating to the joint or common use of property owned solely by the Company or owned by the Company in common or jointly with one or more parties;

(ix) liens securing indebtedness incurred by a Person, other than the Company, which indebtedness has been neither assumed nor guaranteed by the Company nor on which it customarily pays interest, existing on property which the Company owns jointly or in common with such Person or such Person and others, if there is an effective bar against partition of such property which would preclude the sale of such property by such other Person or the holder of such lien without the consent of the Company;

(x) any attachment, judgment and other similar lien arising in connection with court proceedings in an amount not in excess of the greater of \$10,000,000 or 5% of the principal amount of the Outstanding Bonds at the time such attachment, judgment or lien arises, or the execution of which has been stayed or which has been appealed and secured, if necessary, by an appeal bond;

(xi) the burdens of any law or governmental rule, regulation, order or permit requiring the Company to maintain certain facilities or to perform certain acts as a condition of its occupancy or use of, or interference with, any public or private lands or highways or any river, stream or other waters;

(xii) any duties or obligations of the Company to any federal, state or local or other governmental authority with respect to any franchise, grant, license or permit which affects any Mortgaged Property;

(xiii) liens in favor of a government or governmental entity securing (A) payments pursuant to a statute (other than taxes), or (B) indebtedness incurred to finance all or part of the purchase price or Cost of construction of the property subject to such lien;

(xiv) possible adverse rights or interests and inconsequential defects or irregularities in title which, in an Opinion of Counsel, may properly be disregarded; and

(xv) the lien of the 1946 Mortgage and any other Prior Lien if (A) at the time of the acquisition by the Company of the Mortgaged Property subject to such other Prior Lien, the Cost or Fair Value, whichever is less, of such Mortgaged Property is at least equal to 133 $\frac{1}{3}$ % of the principal amount of the obligations (which are not in default) secured by such other Prior Lien, (B) all other liens on such Mortgaged Property, except for Permissible Encumbrances, shall have been discharged at the time of such acquisition and (C) such other Prior Lien shall not attach to any other Mortgaged Property other than pursuant to an after-acquired property clause of such other Prior Lien; but, if the Company, as successor corporation, shall have executed a Supplemental Indenture relating thereto in accordance with *Article XIII*, the extension of such other Prior Lien to Mortgaged Property subsequently

§ 1.03 (cont.)

acquired by the Company shall be permitted notwithstanding the limitation expressed in this *Section 1.03(ff) (xiv) (C)*.

For the purposes of this Indenture, no mortgage or other lien on any property of the Company shall be considered as a "mortgage," "lien," "charge" or "encumbrance" if cash or Governmental Obligations sufficient to pay or redeem the indebtedness secured by such mortgage or lien shall be held in trust for such purpose by the Trustee or by the trustee, mortgagee or other holder of such mortgage or lien; the sufficiency of such cash or Governmental Obligations shall be evidenced to the Trustee by an Accountant's Certificate.

- "Person" (gg) "*Person*" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.
- "Prior Lien" (hh) "*Prior Lien*" means the 1946 Mortgage and any other mortgage, lien, charge, encumbrance, security interest on or in, or pledge of, any Mortgaged Property existing both at and immediately prior to the time of the acquisition by the Company of such Mortgaged Property, or created as a purchase money mortgage on such Mortgaged Property at the time of its acquisition by the Company, in each case ranking prior to or on a parity with the Lien of this Indenture.
- "Prior Lien Bonds" (ii) "*Prior Lien Bonds*" means 1946 Mortgage Bonds and any other indebtedness (including the evidences thereof), if any, secured by a Prior Lien.
- "Registered Bond" (jj) "*Registered Bond*" means any Bond registered as to both principal and interest or as to principal only in the bond register required pursuant to Section 2.06.
- "Registered Holder" (kk) "*Registered Holder*" means the Person or Persons in whose name or names the particular Registered Bond shall be registered, or the particular Coupon Bond shall be registered as to principal, on the books of the Company kept for that purpose in accordance with the terms of this Indenture.
- "Responsible Officer" (ll) "*Responsible Officer*" when used with respect to the Trustee means any vice president or any other officer of the Trustee customarily performing functions similar to those performed by a vice president and also means, with respect to a particular corporate matter, any other

officer of the Trustee to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

(mm) "*Retired*" means as of any particular time Bonds and Prior Lien Bonds theretofore but after December 1, 1986, paid, retired, redeemed, discharged or canceled, or for the purchase, payment or redemption of which money or Governmental Obligations in the necessary amount shall have been deposited with, or shall then be held by, the Trustee with respect to Bonds, or the trustee or mortgagee under the Prior Lien which secures such Prior Lien Bonds, in each case with irrevocable direction to apply such money or the proceeds of such Governmental Obligations to such purchase, payment or redemption.

"Retired"

(nn) "*Supplemental Indenture*" means any indenture hereafter duly authorized and approved by the Board and entered into between the Company and the Trustee in accordance with this Indenture.

"Supplemental Indenture"

(oo) "*Trustee*" means the Person named as the Trustee in the first paragraph of this Indenture and any successor thereto pursuant to Section 14.14.

"Trustee"

(pp) "*Unbonded*" as applied to Bonds, Prior Lien Bonds or Bondable Property means that such Bonds, Prior Lien Bonds or Bondable Property are not Bonded.

"Unbonded"

ARTICLE II

FORMS, EXECUTION, REGISTRATION AND EXCHANGE OF BONDS

Section 2.01. At the option of the Company, Bonds may be issued under this Indenture in one or more series and in an unlimited amount, the Bonds of each series to mature on such date or dates and bear interest, if any, at such rate or rates (which may be based on a formula or otherwise change from time to time prior to maturity of any such Bonds) as shall be set forth in a Supplemental Indenture authorized by the Board prior to the authentication of such Bonds. The form of each series of Bonds and of the coupons to be attached to the Coupon Bonds of such series shall be set forth in a Supplemental Indenture. The Bonds and coupons of any one or more series may be expressed in one or more foreign languages, if also expressed in the English language. The English text shall govern the construction thereof and both or all texts shall constitute only a single obligation. The English text of the Coupon

Series and form of Bonds

Bonds, coupons, Registered Bonds and the Trustee's authentication certificate shall be in the form set forth in a Supplemental Indenture; provided, however, that the form of each series of Bonds shall specify the descriptive title of such series of Bonds (which title shall contain the words "Mortgage Bond"), the designation of such series, the date of the Coupon Bonds of such series, the rate or rates of interest, if any, or the method by which such rate or rates are determined, to be borne by the Bonds of such series, the coin or currency in which payable (which need not be coin or currency of the United States of America), the date or dates of maturity, the dates for the payment of interest, and a place or places (which need not be in the United States of America) and the means (which may include mail) for the payment of principal of, premium, if any, and interest on such Bonds. Any series of Bonds to the extent issued in registered form may provide for record dates for the payment of interest. Any series of Bonds may also have such omissions or modifications or contain such other provisions not prohibited by this Indenture as may be set forth in a Supplemental Indenture.

Kinds and
denominations of
Bonds

Section 2.02. Any series of Bonds may be executed, authenticated and delivered originally as Coupon Bonds and/or as Registered Bonds, of such denomination or denominations as may be specified in a Supplemental Indenture or a Board resolution.

Dates of and
interest on Bonds

Section 2.03. Unless otherwise specifically provided in a Supplemental Indenture with respect to a series of Bonds, each Registered Bond shall be dated as of the date of its authentication; provided, however, that if any Registered Bond shall be authenticated and delivered upon a transfer of, or in exchange for or in lieu of, any Bond or Bonds upon which interest is in Default, it shall be dated so that such Bond shall bear interest from the last preceding date to which interest shall have been paid on the Bond or Bonds in respect of which such Registered Bond shall have been delivered, unless otherwise specifically provided with respect to a series of Bonds. Unless other provisions (including, but not limited to, provisions establishing record dates for the payment of interest) are specifically provided in a Supplemental Indenture with respect to a series of Bonds, (a) the Registered Bonds of such series shall bear interest, if any, from the beginning of the interest period for such series during which such Bonds were authenticated, and (b) the first interest period for each series of Bonds shall begin on the date of their issuance. The Coupon Bonds of each series shall be dated

as of such date as may be set forth in a Supplemental Indenture and designated in the form of Bond established for such series.

Section 2.04. Any Bond may have imprinted thereon or included therein any legend or legends required in order to comply with any law or with any rules or regulations thereunder, the rules or regulations of any stock exchange, any contract to which the Company is a party concerning such Bond, or to conform to usage, and the Company may at any time amend the form of any legend to be used on Bonds then Outstanding so as to comply with any such law, rule or regulation, contract, or so as to conform to usage.

Legends
on Bonds

Section 2.05. Unless otherwise specifically provided with respect to a series of Bonds, in all cases in which the privilege of exchanging Bonds exists and is exercised, the Bonds to be exchanged shall be surrendered at such place or places as shall be set forth in a Supplemental Indenture or designated by the Company for that purpose, with all unmatured coupons appertaining thereto (in the case of Coupon Bonds) and the Trustee shall authenticate and the Company shall deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive, having attached thereto, in the case of Coupon Bonds, all unmatured coupons appertaining thereto. In case at the time of any such exchange, interest on the Bonds of such series is in default, all Coupon Bonds of such series surrendered and delivered in exchange for other Bonds shall have attached thereto all matured coupons in default unless such coupons have theretofore been previously surrendered. All Bonds so surrendered and delivered for exchange shall, unless in bearer form, be accompanied by a written instrument or instruments of transfer, if required by the Company, duly executed by the registered holder of such Bond or the duly authorized attorney of such holder, at the office or agency of the Company designated by it. All Bonds so surrendered and delivered for exchange and the coupons appertaining thereto shall be canceled by the Trustee. Upon any transfer of Bonds permitted by *Section 2.06*, and upon any exchange of Bonds, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge and in addition may charge a sum not exceeding a sum, if any, provided as a term of such series of Bonds for each Bond authenticated and delivered upon any such transfer or exchange, which sum shall be paid by the party requesting such transfer or exchange as a condition precedent to the

Exchange
of Bonds

§§ 2.05 (cont.), 2.06, 2.07

exercise of the privilege of making such transfer or exchange. The Company shall not be required to make transfers or exchanges of Bonds of any series for a period of 15 days next preceding any interest payment date of said series (unless such series has a record date for the payment of interest), or next preceding any designation of Bonds of said series to be redeemed. The Company shall not be required to make any transfer or exchange of any Bond designated for redemption, except for any part of such Bond which is not designated for redemption.

Transfer
of Bonds

Section 2.06. The Company shall keep, at such place or places as shall be designated by the Company for the purpose, a Bond register for the registration and transfer of Bonds, which, at all reasonable times, shall be open for inspection by the Trustee; and upon presentation for such purpose at any such place or places, the Company will register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bonds entitled to registration or transfer at such office. Upon the registration of any Coupon Bond as to principal, the fact of such registration shall be noted on such Bond. Upon the transfer of any Registered Bond, the Trustee shall authenticate and the Company shall issue in the name of the transferee or transferees a new Registered Bond or new Registered Bonds of the same series for a like principal amount. All Registered Bonds so surrendered for transfer shall be canceled by the Trustee.

Execution
of Bonds

Section 2.07. All Bonds authenticated and delivered under this Indenture shall, from time to time, be executed on behalf of the Company by its Chairman of the Board, Chief Executive Officer, President or a Vice-President, whose signature may be facsimile, and its corporate seal shall be thereon impressed or imprinted and attested by its Secretary or an Assistant Secretary, whose signature may be facsimile. The coupons to be attached to Coupon Bonds shall bear the facsimile signature of the Treasurer or an Assistant Treasurer of the Company. In case any officer of the Company who has executed any Bonds or attested the seal thereon, or whose facsimile signature appears on any coupon, shall cease to be such officer before the Bonds so executed and/or sealed shall have been actually authenticated and delivered by the Trustee or issued by the Company, such Bonds nevertheless may be authenticated, delivered and issued with the same force and effect as though the person or persons who executed such Bonds or attested the seal thereon or whose facsimile signature appears

on any coupon had not ceased to be such officer or officers of the Company.

Section 2.08. There may be authenticated and delivered and issued from time to time in lieu of (or in exchange for) any definitive Bond or Bonds issued or issuable under this Indenture one or more temporary Bonds substantially of the tenor of such definitive Bonds, with or without one or more coupons, and with or without the privilege of registration as to principal only, or as to both principal and interest, and such temporary Bond or Bonds may be in such denomination or denominations as may be specified in a Supplemental Indenture or a Board resolution. Until a definitive Bond or Bonds are delivered in exchange therefor, the holder of each such temporary Bond or Bonds shall be entitled to the Lien and benefit of this Indenture. Upon the exchange by the Company of definitive Coupon Bonds or definitive Registered Bonds for temporary Bonds (which exchange the Company shall make on request of, and without charge to, the holder of temporary Bonds, when definitive Bonds are ready for delivery) such temporary Bond or Bonds and any unmatured coupons appertaining thereto shall be canceled by the Trustee. When and as interest is paid upon any unregistered temporary Bond without coupons, the fact of such payment shall be noted thereon and interest due on any temporary Bond which is represented by a coupon shall be paid only upon presentation and surrender of such coupon for cancellation. Unregistered temporary Bonds without coupons of any series shall bear interest from the beginning of the interest period for Bonds of that series during which such unregistered temporary Bonds without coupons were authenticated. The holder of one or more temporary Bonds may surrender and exchange them for cancellation in bearer form with all unmatured coupons, if any, appertaining thereto, or, if registered, accompanied by a written instrument or instruments of transfer, if required by the Company, duly executed by the registered holder or by the duly authorized attorney of such holder, at the office or agency of the Company designated by it, and shall be entitled to receive a temporary Bond or Bonds of the same series of like aggregate principal amount of such other denominations as may be specified in a Supplemental Indenture or a Board resolution.

Temporary
Bonds

Section 2.09. Upon receipt by the Company and the Trustee of evidence satisfactory to them of the theft, loss, destruction or mutilation of any Outstanding Bond or the coupons appertaining thereto, and of

Replacement
of stolen, lost,
destroyed or
mutilated Bonds

indemnity satisfactory to them, and upon payment, if the Company or the Trustee shall require it, of a reasonable charge and upon reimbursement to the Company and the Trustee of all reasonable expense incident thereto, and upon surrender and cancellation of such Bond, if mutilated, and the coupons appertaining thereto, if any, the Company may execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and of the same series with all unpaid coupons, if any, appertaining thereto in lieu of such stolen, lost, destroyed or mutilated Bond and coupons, if any, or if any such Bond or any coupon shall have matured or be about to mature, instead of issuing a substituted Bond or coupon the Company may pay the same without surrender thereof. Any indemnity bond shall name as obligees the Company, the Trustee, and if requested by the Company, any paying agent.

Trustee's
certificate
on Bonds

Section 2.10. No Bond shall be secured by this Indenture unless there shall be endorsed thereon the certificate of the Trustee that it is one of the Bonds (or temporary Bonds) of the series therein designated, herein described or provided for; and such certificate on any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered by the Trustee and when delivered by the Company will be secured by this Indenture.

ARTICLE III

ISSUANCE OF BONDS BASED ON BONDABLE PROPERTY

Bonds issuable
on basis of
Bondable Property

Section 3.01. The Trustee shall, from time to time, upon the written order or orders of the Company signed by its Chairman of the Board, Chief Executive Officer, President or a Vice-President and its Secretary, an Assistant Secretary, its Treasurer or an Assistant Treasurer, authenticate and deliver Bonds of one or more series, or any portion of a series, upon the basis of Bondable Property, but only in accordance with and subject to the conditions, provisions and limitations set forth in this *Article III*.

No Bonds issuable on
basis of Bonded
Bondable Property

Section 3.02. No Bonds shall be authenticated and delivered at any time under this *Article III* upon the basis of Bonded Bondable Property.

Bonds issuable
to specified
percentage of
Bondable Property

Section 3.03. Bonds of any one or more series may be authenticated and delivered under this *Article III* in a principal amount not

exceeding 75% of the amount of Unbonded Bondable Property at the time of such authentication and delivery.

Section 3.04. No Bonds shall be authenticated or delivered under this *Article III* by the Trustee upon the basis of Bondable Property, until the Trustee shall have received the following:

Requirements
for issuance

(a) a Board resolution (i) requesting the Trustee to authenticate and deliver Bonds, (ii) authorizing the Supplemental Indenture pursuant to which such Bonds are to be issued, (iii) specifying the principal amount of Bonds to be authenticated and delivered, the series thereof and any other matters with respect thereto required by this Indenture, and (iv) setting forth instructions for the delivery of such Bonds;

Board
resolution

(b) an Officers' Certificate stating that to the knowledge of the signers of such Officers' Certificate none of the events which constitute or with a lapse of time would constitute a Default has occurred and is continuing;

Officers'
Certificate

(c) an Engineer's Certificate, dated the date of such application, stating:

Engineer's
Certificate

(i) the amount, as of a date not more than 90 days prior to the date of such application, of Bondable Property made a basis for the application;

(ii) that all such Bondable Property is Bondable Property as defined in *Section 1.03(h)*;

(iii) that all such Bondable Property is desirable for use or is used in the proper conduct of the business of the Company;

(iv) that such amount of Bondable Property, to the extent of the lesser of Cost or Fair Value, is not then Bonded;

(v) except as to Bondable Property acquired, made or constructed wholly through the delivery of securities, that the amount of cash forming all or part of the Cost thereof was equal to or more than an amount to be stated in such Engineer's Certificate;

§ 3.04 (cont.)

(vi) a brief description, with respect to any Bondable Property acquired, made or constructed in whole or in part through the delivery of securities, of the securities so delivered and stating the date of such delivery;

(vii) that the Cost of such Bondable Property is a specified amount and, except as to Bondable Property for which a statement is to be made in an Independent Engineer's Certificate as provided in *Section 3.04(d)*, that the Fair Value of such Bondable Property as of a date not more than 90 days prior to the date of such application is a specified amount;

(viii) the amount required to be deducted in respect of Bondable Property under *Section 1.03(h)(iii)(A)* and the amount elected to be added under *Section 1.03(h)(iii)(B)*;

(ix) what part, if any, of such Bondable Property includes property which within six months prior to the date of acquisition thereof by the Company has been used or operated by others than the Company in a business similar to that in which it has been or is to be used or operated by the Company and showing whether or not the Fair Value thereof as of a date not more than 90 days prior to the date of such application is less than \$25,000 and whether or not such Fair Value is less than 1% of the aggregate principal amount of the Bonds Outstanding at the date of such application; and

(x) that the easements, restrictions, exceptions, reservations or rights, if any, of the character constituting Permissible Encumbrances, to which Bondable Property is subject, and the defects, irregularities and deficiencies in titles of the character so permitted of any property or rights of way included in such Bondable Property do not materially impair the use of such property or rights of way for the purposes for which the same are held by the Company;

(d) in case any Bondable Property is shown by the Engineer's Certificate provided for in *Section 3.04(c)* to include property which within six months prior to the date of acquisition thereof by the Company has been used or operated by others than the Company in a business similar to that in which it has been or is to be used or operated by the Company and such certificate does not show the Fair Value thereof, as of a date not more than 90 days prior to the date of such application, to be less than \$25,000 or less

than 1% of the aggregate principal amount of the Bonds Outstanding at the date of such application, an Independent Engineer's Certificate stating as to such Bondable Property and (at the option of the Company) as to any other Bondable Property included in the Engineer's Certificate provided for in *Section 3.04(c)*, that the then aggregate Fair Value thereof, as of a date not more than 90 days prior to the date of such application, in the opinion of the signer of such Engineer's Certificate is a specified amount, and the Fair Value in the opinion of such signer of any Bondable Property so used or operated which has been subjected to the Lien of this Indenture since the commencement of the calendar year which includes the date of such application, as a basis for the authentication and delivery of Bonds, and as to which an Independent Engineer's Certificate has not previously been furnished to the Trustee;

(e) in case any Bondable Property is shown by the Engineer's Certificate provided for in *Section 3.04(c)* to have been acquired, made or constructed in whole or in part through the delivery of securities, an Appraiser's Certificate stating the opinion of the signer of such Appraiser's Certificate of the fair market value in cash of such securities at the time of delivery thereof in payment for or for the acquisition of such Bondable Property (which Appraiser shall be Independent in the event such fair market value of such securities and of all other securities made a basis for the authentication and delivery of Bonds, the withdrawal of cash or the release of Mortgaged Property or securities under this Indenture since the commencement of the calendar year which includes the date of such application, as set forth in the Appraiser's Certificate required pursuant to this *Section 3.04(e)*, and any similar Appraiser's Certificates pursuant to this *Section 3.04(e)* or any other Section of this Indenture, is 10% or more of the aggregate principal amount of Bonds Outstanding at the date of such application, unless such fair market value of such securities, as set forth in such Appraiser's Certificate, is, in each case, less than \$25,000 or less than 1% of the aggregate principal amount of Bonds Outstanding at the date of such application);

Appraiser's
Certificate

(f) an Opinion of Counsel stating the opinion of such Counsel:

Opinion of
Counsel

§ 3.04 (cont.)

(i) to the effect that (except as to paving, grading and other improvements to, under or upon public highways, bridges, parks or other public property of analogous character) this Indenture is, or upon the delivery of, and/or the filing and/or recording in the proper places and manner of, the instruments of conveyance, assignment or transfer, if any, specified in said Opinion of Counsel, will be, a lien on all the Bondable Property made the basis of such application, subject to no lien thereon prior or equal to the Lien of this Indenture, except Permissible Encumbrances, and that the Company has the right to remove any such Bondable Property which is located on any leasehold or which is on property as to which the Company has an easement, prior to or upon the termination of such leasehold or easement, without compensation or other remuneration and free of any lien prior or equal to the Lien of this Indenture, except Permissible Encumbrances;

(ii) to the effect that the Company has corporate authority to operate the Bondable Property in respect to which such application is made; and

(iii) as to the general nature and extent of any Prior Liens existing upon any of such Bondable Property, and the principal amount of the then outstanding Prior Lien Bonds secured thereby, if any;

(g) an Opinion of Counsel stating the opinion of such Counsel to the effect that:

(i) such issue of the Bonds has been duly authorized by the Company; and

(ii) such issue of the Bonds has been duly authorized by any and all governmental authorities the consent of which is requisite to the legal issue of such Bonds, specifying any official orders or certificates, or other documents, by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite;

(h) copies of the instruments of conveyance, assignment and transfer, if any, specified in the Opinion of Counsel provided for in *Section 3.04(f)*;

Further
Opinion of
Counsel

Instruments
of Conveyance,
etc.

(i) copies of the certificates, or other documents, if any, specified in the Opinion of Counsel provided for in *Section 3.04(g)*; and

Further
Certificates

(j) if, in order to render the Opinion of Counsel provided for in *Section 3.04(f)* or *Section 3.04(g)*, counsel shall deem it necessary that additional facts or matters be stated in the Engineer's Certificate provided for in *Section 3.04(c)*, then such Engineer's Certificate may state all such additional facts or matters as such counsel may request.

Additional
facts required
by counsel

Section 3.05. The Cost or Fair Value of any Bondable Property and the fair market value in cash of any securities delivered in payment therefor or for the acquisition thereof and the amounts of any deductions and any additions made in respect of Bondable Property pursuant to *Section 1.03(h)(ii)* or *Section 1.03(h)(iii)* shall be determined for the purposes of this *Article III* by the certificates provided for in *Section 3.04*; in the case of Bondable Property subject to a Prior Lien, the Fair Value of such Bondable Property shall be determined as if such Bondable Property were free of such Prior Lien.

Determination
of Cost or
Fair Value

ARTICLE IV

ISSUANCE OF BONDS BASED ON RETIRED BONDS PREVIOUSLY OUTSTANDING

Section 4.01. The Trustee shall, from time to time, upon the written order or orders of the Company signed by its Chairman of the Board, Chief Executive Officer, President or a Vice-President and its Secretary, an Assistant Secretary, its Treasurer or an Assistant Treasurer, authenticate and deliver Bonds of one or more series, or any portion of a series, in a principal amount equal to and on the basis of the principal amount of any Retired Bonds, but only after the Trustee shall have received the following:

Requirements
for issuance

(a) the Board resolution provided for in *Section 3.04(a)*;

Board
Resolution

(b) the Officers' Certificate provided for in *Section 3.04(b)*;

Officers'
Certificate

(c) an Officers' Certificate stating that Bonds theretofore authenticated and delivered under this Indenture of a specified principal amount (not less than the principal amount of Bonds for

Further
Officers'
Certificate

§§ 4.01 (cont.), 4.02, 4.03, 5.01

which such request for authentication and delivery is made under this *Section 4.01*), have been Retired or concurrently with the authentication and delivery of the Bonds requested will be Retired or surrendered to the Trustee for cancellation (otherwise than upon exchanges or transfers of Bonds) or that cash or Governmental Obligations in the necessary amount for the purchase, payment, retirement or redemption thereof is then held by or will be deposited with the Trustee concurrently with the authentication and delivery of the Bonds requested, with irrevocable direction to apply such cash or the proceeds of such Governmental Obligations to such purchase, payment, retirement or redemption (provided that, in the case of redemption, the notice required by *Article IX* shall have been given or provided for to the satisfaction of the Trustee), prior to or concurrently with the authentication and delivery of the Bonds so requested, and further stating that no part of such principal amount of Bonds has theretofore been Bonded.

Opinion of
Counsel

(d) the Opinion of Counsel provided for in *Section 3.04(g)*; and

Further
Certificates, etc.

(e) copies of the certificates, or other documents, if any, specified in the Opinion of Counsel provided for in *Section 4.01(d)*.

Coupon bonds
delivered must
have attached
coupons

Section 4.02. Any and all Coupon Bonds delivered to the Trustee pursuant to this *Article IV* shall have attached thereto all unmatured coupons appertaining thereto.

No bonds issuable
on basis of
Bonded Bonds

Section 4.03. No Bonds shall be authenticated and delivered at any time under this *Article IV* upon the basis of Bonded Bonds.

ARTICLE V

ISSUANCE OF BONDS BASED ON DEPOSIT OF CASH WITH TRUSTEE

Requirements for
issuance

Section 5.01. The Trustee shall, from time to time, upon the written order or orders of the Company signed by its Chairman of the Board, Chief Executive Officer, President or a Vice-President and its Secretary, an Assistant Secretary, its Treasurer or an Assistant Treasurer, authenticate and deliver Bonds of one or more series, or any portion of a series, upon deposit with the Trustee by the Company of cash equal to the aggregate principal amount of the Bonds so requested

to be authenticated and delivered but only after the Trustee shall have received:

- (a) the Board resolution provided for in *Section 3.04(a)*; Board resolution
 - (b) the Officers' Certificate provided for in *Section 3.04(b)*; Officers' Certificate
 - (c) the Opinion of Counsel provided for in *Section 3.04(g)*; Opinion of Counsel
- and
- (d) copies of the certificates, or other documents, if any, specified in the Opinion of Counsel provided for in *Section 5.01(c)*. Further Certificates, etc.

Section 5.02. All cash deposited with the Trustee under *Section 5.01* shall be held by the Trustee as part of the Mortgaged Property, and may be withdrawn from time to time by the Company in accordance with *Article XI*. Withdrawal of cash deposited under Section 5.01

ARTICLE VI

ISSUANCE OF BONDS BASED ON PRIOR LIEN BONDS

Section 6.01. Subject to *Section 6.02*, the Trustee shall, from time to time, upon the written order or orders of the Company signed by its Chairman of the Board, Chief Executive Officer, President or a Vice-President and its Secretary, an Assistant Secretary, its Treasurer or an Assistant Treasurer, authenticate and deliver Bonds hereunder in one or more series, or any portion of a series, equal to the principal amount of Prior Lien Bonds purchased or acquired by the Company and deposited with the Trustee or Retired after December 1, 1986, but only after the Trustee shall have received the following: Requirements for issuance

- (a) the Board resolution provided for in *Section 3.04(a)*; Board resolution
 - (b) the Officers' Certificate provided for in *Section 3.04(b)*; Officers' Certificate
 - (c) the Opinion of Counsel provided for in *Section 3.04(g)*; Opinion of Counsel
- (d) copies of the certificates or other documents, if any, specified in the Opinion of Counsel provided for in *Section 6.01(c)*; Further Certificates, etc.

§§ 6.01 (cont.), 6.02, 7.01, 7.02

Further
Officers'
Certificate

(e) an Officers' Certificate stating that Prior Lien Bonds of a specified amount (not less than the principal amount of Bonds for which such request for authentication and delivery is made under this *Section 6.01*) have been Retired or, concurrently with the authentication and delivery of the Bonds requested, will be Retired or purchased or acquired by the Company and deposited with the Trustee, or paid, retired, redeemed, canceled or otherwise discharged, or that cash or Governmental Obligations in the necessary amount for the purchase, payment, retirement or redemption thereof are then held by or will be deposited with the trustee or mortgagee under the Prior Lien securing such Prior Lien Bonds concurrently with the authentication and delivery of the Bonds requested, and further stating that the principal amount of such Prior Lien Bonds are not Bonded, accompanied by such Prior Lien Bonds purchased or acquired by the Company, or a certificate of the trustee or mortgagee under such Prior Lien stating that such Prior Lien Bonds have not been used as a basis for the issuance of Prior Lien Bonds pursuant to such Prior Lien and that such Prior Lien Bonds have been Retired or purchased, paid, retired, redeemed, canceled or otherwise discharged, or that provision for such purchase, payment, retirement, redemption, cancellation or other discharge satisfactory to such trustee or mortgagee has been made, including the deposit of any necessary money or Governmental Obligations with such trustee or mortgagee.

No Bonds issuable
on basis of
Bonded Prior
Lien Bonds

Section 6.02. No Bonds shall be authenticated and delivered at any time under this *Article VI* on the basis of Bonded Prior Lien Bonds.

ARTICLE VII

COVENANTS OF THE COMPANY

Payment
of principal
and interest

Section 7.01. The Company will duly and punctually pay the principal of, premium, if any, and interest on all Outstanding Bonds at the times and places and in the manner provided for in the Bonds, any coupons appertaining thereto and this Indenture.

Possession,
maintenance
of Lien
and right
to mortgage

Section 7.02. On the date of the execution of this Indenture the Company is lawfully seized and possessed of all the Mortgaged Property in existence on such date, free and clear of all liens other than Permissible Encumbrances; the Company will maintain and preserve the Lien of this Indenture so long as any Bond is Outstanding subject to its right to create Prior Liens which are Permissible Encumbrances; and

the Company has good right and lawful authority to mortgage the Mortgaged Property, as provided in and by this Indenture.

Section 7.03. The Company will, subject to *Article XIII*, at all times maintain its corporate existence and right to carry on business, and duly procure all renewals and extensions thereof, if and when any shall be necessary.

Corporate
existence

Section 7.04. Whenever necessary to avoid or fill a vacancy in the office of Trustee, the Company will in the manner provided in *Section 14.14* appoint a Trustee so that there shall be at all times a Trustee which shall at all times be a bank or trust company having its principal office and place of business in the United States of America and a corporation or association organized and doing business under the laws of the United States or of any State or the District of Columbia, with a combined capital and surplus of at least Twenty Million Dollars (\$20,000,000), and authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by Federal, State or District of Columbia authority.

Appointment
of Trustee

Section 7.05. The Company will cause this Indenture and all Supplemental Indentures or notices in respect thereof to be promptly recorded and filed and rerecorded and refiled in such manner and in such places, as may be required by law in order fully to preserve and protect the security of the Bondholders and all rights of the Trustee, and will deliver to the Trustee:

Recordation
of Indenture

(a) promptly after the execution and delivery of this Indenture and of each Supplemental Indenture, an Opinion of Counsel either stating that in the opinion of such counsel this Indenture or such Supplemental Indenture or notice in respect thereof has been properly recorded and filed, so as to make effective the Lien of this Indenture intended to be created hereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make the Lien of this Indenture effective. It shall be a compliance with this *Section 7.05(a)* if (i) such Opinion of Counsel states that this Indenture or such Supplemental Indenture or notice has been received for record or filing in each jurisdiction in which it is required to be recorded or filed and that, in the opinion of such counsel (if such is the case), such receipt for recording or filing makes effective the Lien of this Indenture

Opinion
of Counsel

§§ 7.05 (cont.), 7.06

intended to be created thereby, and (ii) such Opinion of Counsel is delivered to the Trustee within such time, following the date of the execution and delivery of this Indenture or such Supplemental Indenture, as shall be practicable having due regard to the number and distance of the jurisdictions in which this Indenture or such Supplemental Indenture is required to be recorded or filed; and

Annual
requirements

(b) on or before December 1 of each year, beginning 1987, an Opinion of Counsel either stating that in the opinion of such counsel such action has been taken, since the date of the most recent Opinion of Counsel furnished pursuant to this *Section 7.05(b)* or the first Opinion of Counsel furnished pursuant to *Section 7.05(a)*, with respect to the recording, filing, rerecording, and refileing of this Indenture and each notice with respect thereto and of each Supplemental Indenture, as is necessary to maintain the Lien of this Indenture, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

Paying Agents

Section 7.06. (a) If the Company shall appoint one or more paying agents other than the Trustee, the Company will cause each such paying agent to (i) execute and deliver to the Trustee an instrument in which such paying agent shall agree with the Trustee, subject to this *Section 7.06(a)(i)*, that such paying agent shall hold in trust for the benefit of the Bondholders or the Trustee all sums held by such paying agent for the payment of the principal of, premium, if any, and interest on the Bonds; and (ii) that such paying agent shall give to the Trustee notice of any default by the Company in the making of any deposit with it for the payment of the principal of, premium, if any, or interest on the Bonds, and of any default by the Company in the making of any such payment; such paying agent shall not be obligated to segregate such sums from other funds of such paying agent except to the extent required by law or unless otherwise directed by the Company.

(b) If the Company acts as its own paying agent, the Company will, on or before each installment of principal of, premium, if any, or interest on the Bonds is required to be paid, set aside and segregate and hold in trust for the benefit of the Bondholders or the Trustee a sum sufficient to pay such principal, premium or interest

on the Bonds and will notify the Trustee of such action, or of any failure to take such action.

(c) Anything in this *Section 7.06* to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by the Company or any paying agent as required by this *Section 7.06*, such sums to be held by the Trustee upon the trusts contained in this Indenture.

Company may cause sums held by paying agent to be paid to Trustee

(d) Anything in this *Section 7.06* to the contrary notwithstanding, the holding of sums in trust as provided in this *Section 7.06* is subject to Section 18.02.

This Section subject to Section 18.02

Section 7.07. The Company will pay all taxes and assessments and other governmental charges lawfully levied or assessed upon the Mortgaged Property, any income from the Mortgaged Property, or the interest of the Trustee in the Mortgaged Property, before the same shall result in the attachment of a lien on the Mortgaged Property and will use its best efforts duly to observe and conform to all valid requirements of any governmental authority relative to any Mortgaged Property, and all covenants, terms and conditions upon or under which any Mortgaged Property is held; provided, however, that nothing in this *Section 7.07* shall require the Company to use its best efforts to observe or conform to any requirement of any governmental authority or to cause to be paid or discharged, or to make provisions for, any such lien or charge, or to pay any such tax, assessment or governmental charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Payment of taxes

Section 7.08. The Company will execute and deliver such Supplemental Indenture or Indentures and such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture and to make subject to the Lien of this Indenture any property (other than Excepted Property) hereafter acquired and intended or required to be so subject.

Instruments of further assurance

Section 7.09. The Company will keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the Bonds and the business, properties and affairs of the Company in accordance with Generally Accepted

Books of record and account

§§ 7.09 (cont.), 7.10, 7.11

Accounting Principles. The Company will furnish to the Trustee any and all information as the Trustee may reasonably request with respect to the performance by the Company of its covenants in this Indenture.

Maintenance
of Mortgaged
Property

Section 7.10. The Company will cause the Mortgaged Property to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on by the Company with the Mortgaged Property may be properly conducted at all times; provided, however, that nothing in this *Section 7.10* shall prevent the Company from discontinuing the operation and maintenance of any Mortgaged Property if, in the judgment of the Company, such discontinuance is desirable in the conduct of its business, and, in the judgment of the Company, is not in any material respect adverse to the Bondholders.

Insurance

Section 7.11. (a) The Company will keep or cause to be kept all the Mortgaged Property insured with reasonable deductibles and retentions against loss by fire to the extent that property of similar character is usually so insured by companies similarly situated and operating like properties, by insurance companies which the Company believes to be reputable; or the Company will, in lieu of or supplementing such insurance in whole or in part, adopt some other method or plan of protection or, alone or in conjunction with any other Person or Persons, create an insurance fund to protect the Mortgaged Property against loss by fire.

Proceeds
Paid to
Company

(b) Proceeds of any insurance or alternative method or plan of protection of the Company against losses of the kind specified in *Section 7.11(a)* shall, at the option of the Company, be paid to the Company, and the Company shall be under no obligation to use such proceeds to rebuild or repair damaged or destroyed Mortgaged Property to the extent that the value of all of the Mortgaged Property after the damage or destruction of Mortgaged Property with respect to which such proceeds are payable equals or exceeds an amount equal to 133 $\frac{1}{3}$ % of the sum of the principal amount of Outstanding Bonds and Prior Lien Bonds outstanding, upon receipt by the Trustee of:

(i) an Engineer's Certificate stating that the Fair Value of the Mortgaged Property remaining after such damage or destruction of Mortgaged Property is a specified amount; and

Engineer's
Certificate

(ii) an Accountant's Certificate stating that the value of all of the Mortgaged Property, as certified in the Engineer's Certificate provided for in *Section 7.11(b)(i)* equals or exceeds an amount equal to 133⅓% of the sum of the principal amount of Outstanding Bonds and Prior Lien Bonds outstanding.

Accountant's
Certificate

(c) If the value of all of the Mortgaged Property after such damage or destruction of Mortgaged Property does not equal or exceed an amount equal to 133⅓% of the sum of the principal amount of Outstanding Bonds and Prior Lien Bonds outstanding, (i) the proceeds of such insurance paid with respect to any such loss shall be made payable to the Trustee, as the interest of the Trustee may appear, or to the trustee or other mortgagee under any Prior Lien upon the Mortgaged Property so destroyed or damaged, if the terms of such Prior Lien require such losses so to be made payable; and (ii) if the Company shall adopt such other method or plan, it will pay or cause to be paid to the Trustee on account of any loss sustained because of the destruction or damage of any Mortgaged Property by fire, an amount of cash equal to such loss less any amount otherwise paid to the Trustee, or to the trustee or other mortgagee of any such Prior Lien upon the Mortgaged Property so destroyed or damaged, if the terms of such Prior Lien require such losses so to be paid. Any amounts of cash so required to be paid by the Company pursuant to any such method or plan shall for the purposes of this Indenture be deemed to be proceeds of insurance.

If Mortgaged
Property not equal
to 133⅓% of
Bonds and Prior
Lien Bonds,
proceeds payable
to Trustee

(d) All moneys paid to the Trustee by the Company or received by the Trustee as proceeds of any insurance shall, subject to the requirements of any Prior Lien, be held by the Trustee and, subject to such requirements, shall be paid by the Trustee to the Company to reimburse the Company for an equal amount spent for the purchase or other acquisition of property which becomes Mortgaged Property at the time of such purchase or acquisition, or in the rebuilding or renewal of the Mortgaged Property destroyed or damaged, upon receipt by the Trustee of (i) an Officers' Certificate

Company
reimbursed
for repairs

§§ 7.11 (cont.), 7.12

requesting such reimbursement, (ii) an Accountant's Certificate stating the amounts so spent and the Cost of any Mortgaged Property so purchased or acquired, (iii) an Engineer's Certificate stating the nature of such rebuilding or renewal and the Fair Value of the Mortgaged Property so rebuilt or renewed, and (iv) an Opinion of Counsel to the effect that the Mortgaged Property so purchased, rebuilt or renewed is subject to the Lien of this Indenture to the same extent as was the Mortgaged Property so destroyed or damaged.

Withdrawal of
proceeds under
Section 11.01

(e) Any moneys not applied in accordance with *Section 7.11(d)* within 18 months after the receipt of such moneys by the Trustee, or in respect of which notice in writing of the intention of the Company to apply such moneys to the work of rebuilding or renewal then in progress and uncompleted shall not have been given to the Trustee by the Company within such 18 months, or which the Company shall at any time notify the Trustee is not to be so applied, shall thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes and subject to the conditions in *Section 11.01*.

Annual
Requirement

(f) There shall be delivered to the Trustee, on or before December 1 of each year and also whenever the Trustee shall make request therefor, a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of any fire insurance policies then outstanding and in force upon any Mortgaged Property, including, or by reference to former statements including the names of the insurance companies which have issued such policies and the amounts and expiration dates thereof, together with a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of any alternative method or plan of protection, if any.

Issuance of First
Mortgage Bonds

Section 7.12. So long as any Bonds are Outstanding, the Company will not (a) issue additional 1946 Mortgage Bonds except to replace any mutilated, lost, destroyed or stolen 1946 Mortgage Bonds or to effect exchanges and transfers of 1946 Mortgage Bonds or (b) subject to the lien of the 1946 Mortgage any property which is "excepted property" as defined in the 1946 Mortgage; and as soon as practicable after the Company shall be entitled to the release and discharge of record of the 1946 Mortgage, the Company shall procure and record or file all such

certificates, statements and other documents as in an Opinion of Counsel are necessary or desirable to release and discharge the 1946 Mortgage and the lien thereof.

Section 7.13. Upon default of the Company so to do, the Trustee may, but shall not be obligated to, make any payment which the Company in this Indenture agrees to make, and the Company covenants and agrees that it will repay to the Trustee any and all moneys which the Trustee shall so pay.

Payments
by Trustee

ARTICLE VIII

PRIOR LIEN BONDS DEPOSITED WITH TRUSTEE

Section 8.01. Each Prior Lien Bond in coupon form deposited with the Trustee shall have all unmatured coupons attached when so deposited, or shall be accompanied by evidence satisfactory to the Trustee that the discharge of such Prior Lien may be obtained without the production of any such coupon or coupons which may be missing; and each Prior Lien Bond so deposited shall remain uncanceled. Each Prior Lien Bond in registered form deposited with the Trustee shall be in bearer form or accompanied by appropriate instruments of transfer, and the Trustee may cause any or all registered Prior Lien Bonds deposited under this *Article VIII* to be registered in its name as Trustee, or otherwise, or in the name or names of its nominee or nominees.

Requirements
upon deposit
of Prior
Lien Bonds

Section 8.02. All Prior Lien Bonds received by the Trustee under this *Article VIII* shall be held as part of the Mortgaged Property for the protection and further security of the Bonds. Except during the continuance of a Default, no payment of principal of, or premium, if any, or interest on any Prior Lien Bond, for which the Company is the obligor, held by the Trustee shall be made or demanded and the coupons thereto appertaining as they mature shall be canceled by the Trustee and delivered to the Company. Except during the continuance of a Default, all cash received by the Trustee (a) on account of the principal of, or premium, if any, or interest on any Prior Lien Bond, or (b) by reason of the sale or delivery of any Prior Lien Bond pursuant to any sinking fund or analogous fund or other similar device for the retirement of Prior Lien Bonds, shall be paid by the Trustee to the Company.

Disposition of
principal of
and interest on
Prior Lien
Bonds

§§ 8.03, 8.04, 8.05

Surrender of Prior
Lien Bonds

Section 8.03. (a) Except during the continuance of a Default, the Trustee, on the written request of the Company, shall cause any Prior Lien Bonds held by it under this *Article VIII* to be canceled, and the obligation thereby evidenced to be satisfied and discharged. Upon similar request the Trustee shall sell (on such terms as the Company shall designate) or surrender any Prior Lien Bonds held by it subject to this *Article VIII* to the trustee or other holder of the Prior Lien which secures such Prior Lien Bonds to be held uncanceled for the purposes of any sinking or analogous fund or other similar device for the retirement of such Prior Lien Bonds, provided, however, that if all of the property securing any Prior Lien Bonds deposited with the Trustee under this *Article VIII* shall have been released from the Lien of this Indenture, such bonds as shall thereupon cease to be Prior Lien Bonds and shall be surrendered forthwith by the Trustee to the Company upon its written request.

(b) Prior to any sale or surrender of Prior Lien Bonds by the Trustee in accordance with *Section 8.03(a)*, there shall be delivered to the Trustee, an Appraiser's Certificate, made and dated not more than 90 days prior to the date of the Company's request for such sale or surrender, stating the fair market value in cash, in the opinion of the signer of such Appraiser's Certificate, of the Prior Lien Bonds to be sold or surrendered, and an Officers' Certificate stating that, in the opinion of the sign-ers of such Officers' Certificate, the release thereof will not impair the security under this Indenture.

(c) Any cash received by the Trustee upon the sale of Prior Lien Bonds pursuant to this *Section 8.03* shall be held and applied in accordance with *Article XI*.

Extension of
maturity of
Prior Lien
Bonds

Section 8.04. On the request of the Company as evidenced by an Officers' Certificate, the Trustee shall permit the extension of the maturity of and/or any other modification of any Prior Lien Bonds held by the Trustee subject to this *Article VIII* and/or any modification of any Prior Lien.

Trustee's rights
upon Default

Section 8.05. Upon the occurrence and during the continuance of a Default, the Trustee may exercise any and all rights of a holder with respect to the Prior Lien Bonds then held by it under this *Article VIII* or may take any other action which shall in its judgment be desirable or necessary to avail itself of the security for such Prior Lien Bonds.

ARTICLE IX

REDEMPTION OF BONDS

Section 9.01. Any Outstanding Bonds which are, by their terms, redeemable before maturity, at the option of the Company or pursuant to the requirements of this Indenture, may be redeemed at such times, in such amounts and at such prices as may be specified therein and in accordance with this *Article IX*.

Certain Bonds
redeemable

Section 9.02. (a) If less than all of the Outstanding Bonds of any series are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Outstanding Bonds of such series which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate, but special provisions for the selection of the particular Bonds to be redeemed within a particular series may be provided by a Supplemental Indenture.

General provisions
and mechanics of
redemption

(b) Unless otherwise provided as to a particular series of Bonds, notice of the intention of the Company to redeem any Bonds which are not Registered Bonds shall be given to the holders of such Bonds, by or on behalf of the Company, by publication in one Authorized Newspaper in the Borough of Manhattan, The City of New York, and in one Authorized Newspaper in the city in which the Trustee maintains its principal office and place of business, once at least 30 and not more than 40 days prior to the date fixed for redemption. If less than all Bonds of any particular series are to be redeemed and unless otherwise provided as to a particular series of Bonds, the number of any Bonds to be redeemed shall be included in such notice and may be stated: individually; in groups from one number to another number, both inclusive, except such as shall have been previously called for redemption or otherwise retired; or in any other way satisfactory to the Trustee.

Notice to
Bondholders

(c) No notice of the intention of the Company to redeem Registered Bonds is required to be published in an Authorized Newspaper, but a copy of such notice shall be mailed to the holders of such Registered Bonds, not less than 30 nor more than 40 days before the date fixed for such redemption, at the last address appearing for each of such holders in the Bond register maintained pursuant to *Section 2.06*.

Notice to redeem
Registered Bonds

§§ 9.02 (cont.), 9.03, 9.04

Redemption notice may be subject to receipt of moneys by Trustee

(d) If at the time of publication or mailing of any notice of redemption the Company shall not have irrevocably directed the Trustee to apply funds deposited with the Trustee or held by it and available to be used for the redemption of Bonds to redeem all the Bonds called for redemption, such notice may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are so received before such date.

Failure to give notice shall not affect validity of redemption

(e) Failure duly to give notice of the intention of the Company to redeem any Bonds by publication and/or by mailing to the owner or holder of such Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

Bonds due on redemption date

Section 9.03. Publication or mailing of the notice of redemption, if required, having been completed as provided in *Section 9.02(b)* or *9.02(c)* and the Company having before the redemption date specified in such notice deposited with the Trustee, and/or having irrevocably directed the Trustee to apply, from cash or Governmental Obligations held by it and available to be used for the redemption of Bonds, an amount in cash or the proceeds from such Governmental Obligations sufficient to redeem all of the Bonds called for redemption, including accrued interest, the Bonds called for redemption shall become due and payable on such redemption date.

Moneys for redemption held in trust

Section 9.04. All cash or Governmental Obligations held by the Trustee for the redemption of Bonds shall, subject to *Section 18.02*, be held in trust for the account of the holders of the Bonds so to be redeemed, and shall be paid to them respectively, upon presentation and surrender of said Bonds, with (if required by the Company) all unmatured coupons, if any, appertaining thereto; any coupons maturing on or prior to the date fixed for redemption shall remain payable in accordance with their terms. On and after such date fixed for redemption, if the cash for the redemption of the Bonds to be redeemed shall be held by the Trustee for the purpose, such Bonds shall cease to bear interest and shall cease to be entitled to the Lien of this Indenture and the coupons for interest, if any, maturing subsequent to the date fixed for redemption shall be void.

Section 9.05. If any Registered Bond shall be called for redemption in part only, the notice of such redemption shall specify the principal amount thereof to be redeemed, and such Registered Bond shall be presented for cancellation properly endorsed for transfer at or after the date fixed for the redemption of said Bonds so called for redemption, and thereupon the payment with respect to said Bonds shall be made upon surrender of said Bonds so endorsed, and Coupon Bonds or Registered Bonds for the unpaid balance of the principal amount of the Registered Bonds so presented and surrendered shall be executed by the Company and authenticated and delivered by the Trustee without charge therefor to the holder thereof.

Partial redemption
of Registered
Bond

ARTICLE X

POSSESSION, USE AND RELEASE OF THE MORTGAGED PROPERTY

Section 10.01. The Company shall be suffered and permitted to possess, enjoy, use and operate the Mortgaged Property (except cash or securities paid to or deposited with or required by the express terms of this Indenture to be paid to or deposited with the Trustee) and to take and use any and all tolls, rents, revenues, earnings, interest, dividends, royalties, issues, income and profits thereof, as if this Indenture had not been made, with power in the ordinary course of business to alter, repair, change and add to its buildings, structures and any or all of its plant and equipment, constructed or owned or hereafter constructed or acquired by the Company, and hereby granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, set over or continued, to the Trustee, or intended so to be.

Company's
possession
and use

Section 10.02. The Company may at any time and from time to time, without any release or consent by the Trustee:

Actions without
consent of
Trustee

(a) sell or otherwise dispose of, free from the Lien of this Indenture, or abandon or otherwise retire, any machinery, equipment, implements or other similar property which is part of the Mortgaged Property and which, in the judgment of the Company, shall have become old, inadequate, obsolete, worn out or unfit or unadapted for use in the Company's electric and steam generating, transmission and distribution operations, or any dwellings or appurtenant structures which, in the judgment of the Company, are unfit

Disposition
of machinery,
equipment,
implements or
other similar
property

§ 10.02 (cont.)

or unadapted for use in the Company's electric and steam generating, transmission and distribution operations;

Cancel or
change leases

(b) cancel or make changes in or alterations of or substitutions for any and all leases;

Change or repair
transmission and
distribution
equipment

(c) alter, change the location of, add to, repair and replace any and all transmission and distribution lines, substations, machinery, fixtures and other equipment;

Cancel, make
changes, etc.
to right of way

(d) cancel, make changes in or substitutions for or dispose of any and all rights of way (including easements and licenses);

Surrender or
assent to
modification
of franchise

(e) surrender or assent to the modification of any franchise (including in that term any ordinances, indeterminate permits, licenses or other operating rights, however denominated, granted by Federal, state, municipal or other governmental authority) under which the Company may be operating if, in the judgment of the Company, it is advisable to do so;

Abandon
Mortgaged
Property and
surrender
franchises
when deemed
advisable

(f) abandon, or permit the abandonment of, the operation of any Mortgaged Property and surrender any franchises, as defined in *Section 10.02(e)*, under which such Mortgaged Property is operated, if, in the judgment of the Company, the operation of such Mortgaged Property and such franchises is not, under the circumstances, necessary or important for the operation of the remaining Mortgaged Property, or whenever the Company deems such abandonment or surrender to be advisable for any reason; provided, however, that if the amount at which such property and all other properties so abandoned or surrendered during the same calendar year was originally charged to the fixed property accounts of the Company is 10% or more of the aggregate principal amount of the Bonds Outstanding immediately prior to such abandonment or surrender, there shall be furnished to the Trustee an Independent Engineer's Certificate to the effect that neither such operation nor such franchises are, under the circumstances, necessary or important for the operation of the remaining property of the Company or that such abandonment or surrender is advisable for some other specified reason, and in either case that such abandonment or surrender will not impair the security under this Indenture in contravention of the provisions hereof; and

(g) grant or convey rights of way and easements over or in respect of any real Mortgaged Property owned by the Company, provided that such grant or conveyance will not, in the judgment of the Company, impair the usefulness of such real Mortgaged Property in the Company's electric and steam generating, transmission and distribution operations, and will not be prejudicial to the interest of the Bondholders.

Grant or convey rights of way and easements if Mortgaged Property, not impaired

Section 10.03. Subject to *Section 10.11*, the Trustee shall release from the Lien of this Indenture any Mortgaged Property if the Fair Value of all of the Mortgaged Property (excluding the Mortgaged Property to be released but including any Mortgaged Property to be acquired by the Company with the proceeds of, or otherwise in connection with, such release) equals or exceeds an amount equal to 133½% of the aggregate principal amount of Outstanding Bonds and Prior Lien Bonds outstanding at the time of such release, upon receipt by the Trustee of:

Release of Mortgaged Property if Bonding ratio test satisfied

(a) an Officers' Certificate, dated the date of such release, requesting such release, describing in reasonable detail the Mortgaged Property to be released and stating the reason for such release;

Officers' Certificate

(b) an Engineer's Certificate, dated the date of such release, stating (i) that the signer of such Engineer's Certificate has examined such Officers' Certificate in connection with such release, (ii) the Fair Value, in the opinion of the signer of such Engineer's Certificate, of (A) all of the Mortgaged Property, and (B) the Mortgaged Property to be released, in each case as of a date not more than 90 days prior to the date of such release, and (iii) that in the opinion of such signer, such release will not impair the security under this Indenture in contravention of the provisions hereof;

Engineer's Certificate for released property

(c) in case any Bondable Property is being acquired by the Company with the proceeds of, or otherwise in connection with, such release, an Engineer's Certificate, dated the date of such release, as to the Fair Value, as of a date not more than 90 days prior to the date of such release, of the Bondable Property being so acquired (and if within six months prior to the date of acquisition by the Company of the Bondable Property being so acquired, such Bondable Property has been used or operated by a Person or

Engineer's Certificate for acquired property

Persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and the Fair Value to the Company of such Bondable Property, as set forth in such Certificate, is not less than \$25,000 and not less than 1% of the aggregate principal amount of Bonds at the time Outstanding, such certificate shall be an Independent Engineer's Certificate);

Accountant's
Certificate

(d) an Accountant's Certificate, dated the date of such release, stating the aggregate principal amount of Outstanding Bonds and Prior Lien Bonds outstanding at the time of such release, and stating that the Fair Value of all of the Mortgaged Property (excluding the Mortgaged Property to be released but including any Bondable Property to be acquired by the Company with the proceeds of, or otherwise in connection with, such release) stated on the Engineer's Certificate filed pursuant to *Section 10.03(c)* equals or exceeds an amount equal to 133⅓% of such aggregate principal amount;

Further
Officers'
Certificate

(e) an Officers' Certificate, dated the date of such release, stating whether, and if so in what respect and to what extent, to the knowledge of the signers of such Officer's Certificate, there has occurred and is continuing a Default; and

Opinion
of Counsel

(f) an Opinion of Counsel, dated the date of such release, as to compliance with conditions precedent.

Release of
limited amount
of Mortgaged
Property

Section 10.04. If the Company is unable to obtain, in accordance with *Section 10.03*, the release from the Lien of this Indenture of Mortgaged Property, subject to *Section 10.11*, the Trustee shall release from the Lien of this Indenture any Mortgaged Property if the Fair Value thereof, as shown by the Engineer's Certificate filed pursuant to *Section 10.04(b)*, is less than ½ of 1% of the aggregate principal amount of Outstanding Bonds and Prior Lien Bonds outstanding at the time of such release, provided that the aggregate Fair Value of all Mortgaged Property released pursuant to this *Section 10.04*, as shown by all Engineer's Certificates filed pursuant to *Section 10.04(b)* in any period of 12 consecutive calendar months which includes the date of such Engineer's Certificate, shall not exceed 1% of the aggregate principal amount of the Outstanding Bonds and Prior Lien Bonds outstanding at the time of such release, upon receipt by the Trustee of:

(a) an Officers' Certificate, dated the date of such release, requesting such release, describing in reasonable detail the Mortgaged Property to be released and stating the reason for such release;

Officers'
Certificate

(b) an Engineer's Certificate, dated the date of such release, stating (A) that the signer of such Engineer's Certificate has examined such Officers' Certificate in connection with such release, (B) the Fair Value, in the opinion of the signer of such Engineer's Certificate, of such Mortgaged Property to be released as of a date not more than 90 days prior to the date of such release, and (C) that in the opinion of such signer such release will not impair the security under this Indenture in contravention of the provisions hereof;

Engineer's
Certificate

(c) an Accountant's Certificate, dated the date of such release, stating the aggregate principal amount of Outstanding Bonds and Prior Lien Bonds outstanding at the time of such release, that 1/2 of 1% of such aggregate principal amount does not exceed the Fair Value of the Mortgaged Property for which such release is applied for, and that 1% of such aggregate principal amount does not exceed the aggregate Fair Value of all Mortgaged Property released from the Lien of this Indenture pursuant to this Section 10.04, as shown by all Engineer's Certificates filed pursuant to Section 10.04(b) in such period of 12 consecutive calendar months;

Accountant's
Certificate

(d) an Officers' Certificate, dated the date of such release, stating whether, and if so in what respect and to what extent, to the knowledge of the signers of such Officers' Certificate, there has occurred and is continuing a Default; and

Further
Officers'
Certificate

(e) an Opinion of Counsel, dated the date of such release, as to compliance with conditions precedent.

Opinion of
Counsel

Section 10.05. (a) If the Company is unable to obtain, in accordance with Section 10.03, the release from the Lien of this Indenture of Mortgaged Property which is not subject to a Prior Lien, subject to Section 10.11 and on the basis of cash, Governmental Obligations, purchase money obligations, Bondable Property acquired by the Company with the proceeds of, or otherwise in connection with, such release,

Release of
Mortgaged
Property not
subject to
a Prior Lien

or the waiver of the right to the authentication and delivery of Bonds as described in *Section 10.05(a)(iii)(B)*, or a combination thereof, the Company may obtain the release of such Mortgaged Property from the Lien of this Indenture, and the Trustee shall release such Mortgaged Property from the Lien of this Indenture, upon receipt by the Trustee of:

Officers'
Certificate

(i) an Officers' Certificate, dated the date of such release, requesting such release, describing in reasonable detail the Mortgaged Property to be released, stating the reason for such release and stating the amount and character of the proceeds to be received by the Company therefor;

Engineer's
Certificate

(ii) an Engineer's Certificate, dated the date of such release, stating (A) that the signer of such Engineer's Certificate has examined such Officer's Certificate in connection with such release, (B) the Fair Value, in the opinion of the signer of such Engineer's Certificate, of the Mortgaged Property to be released as of a date not more than 90 days prior to the date of such release, (C) the fair market value in cash, in the opinion of such signer (which opinion may be based on an Appraiser's Certificate), of any Governmental Obligations and purchase money obligations included in the consideration for such release and (D) that in the opinion of such signer such release will not impair the security under this Indenture in con-travention of the provisions hereof;

Cash, etc.

(iii) (A) an aggregate amount of Governmental Obligations and purchase money obligations having a fair market value in cash as evidenced by an Appraiser's Certificate, cash and evidence of the acquisition by the Company of Bondable Property with the proceeds of, or otherwise in connection with, such release (the amount of such Bondable Property shall be the Fair Value thereof as of a date not more than 90 days prior to the date of such release, as evidenced to the Trustee by an Engineer's Certificate, dated the date of such release, and if within six months prior to the date of acquisition by the Company of the Bondable Property being so acquired such Bondable Property has been used or operated by a Person or Persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and the Fair Value to the Company of such Bondable Property, as set forth in such Certificate, is not less than \$25,000

and not less than 1% of the aggregate principal amount of Bonds at the time Outstanding, such certificate, shall be an Independent Engineer's Certificate), not less than the Fair Value of the Mortgaged Property to be released, or to an aggregate amount equal to the proceeds to be received by the Company for the Mortgaged Property to be released, if such proceeds are greater than the Fair Value of such Mortgaged Property, or (B) an Officers' Certificate, dated the date of such release, waiving the right of the Company to the authentication and delivery of an aggregate principal amount of Bonds up to the amount required by *Section 10.05(a)(iii)(A)*, on the basis of the retirement of previously Outstanding Bonds under *Article IV* or Prior Lien Bonds under *Article VI*, together with all documents, instruments and opinions (other than Board resolutions) required to comply with *Article IV* or *Article VI*, as the case may be, or (C), a combination of the items specified in *Section 10.05(a)(iii)(A) and (B)*;

(iv) in case any obligations secured by purchase money mortgage upon the Mortgaged Property to be released are included in the consideration for such release and are delivered to the Trustee in connection with such release, an Opinion of Counsel, dated the date of such release, stating that such obligations are valid obligations and that any purchase money mortgage securing such obligation is closed and is, or upon recording or filing in designated places will be, sufficient to afford a valid lien upon the Mortgaged Property to be released from the Lien of this Indenture, subject to no lien prior thereto, except such liens, if any, as shall have existed thereon immediately prior to such release as Permissible Encumbrances;

Opinion of
Counsel

(v) an Officers' Certificate, dated the date of such release, stating whether, and if so in what respect and to what extent, to the knowledge of the signers of such Officers' Certificate, there has occurred and is continuing a Default; and

Further
Officers'
Certificate

(vi) an Opinion of Counsel, dated the date of such release, as to compliance with conditions precedent.

Further
Opinion of
Counsel

(b) Any purchase money obligations received or to be received by the Trustee under this Indenture in consideration for the release of any Mortgaged Property from the Lien of this Indenture by the Trustee, and the purchase money mortgage securing such purchase money obliga-

Purchase money
obligation received
in consideration
for release

tions shall be released by the Trustee from the Lien of this Indenture and delivered or assigned to the Company, or as it shall request, upon payment by the Company to the Trustee of the unpaid principal of such purchase money mortgage and/or of the obligations thereby secured; the principal of any such purchase money obligations not so released shall be paid to or collected by the Trustee as and when such principal shall become payable, and the Trustee may take any action which in its judgment may be desirable or necessary to preserve the security of such purchase money mortgage.

Cash
received by
Trustee

(c) Any cash received by the Trustee pursuant to this *Section 10.05* shall be held and applied in accordance with *Article XI*.

Release of
Mortgaged
Property
subject to a
Prior Lien

Section 10.06. (a) If the Company is unable to obtain, in accordance with *Section 10.03*, the release from the Lien of this Indenture of Mortgaged Property which is subject to a Prior Lien, subject to *Section 10.11*, the Trustee shall release such Mortgaged Property from the Lien of this Indenture if there has been or is being substituted for such Mortgaged Property, by delivery to the Prior Lien trustee, mortgagee or other holder of such Prior Lien and/or to the Trustee, an aggregate amount of Governmental Obligations or purchase money obligations having a fair market value in cash as evidenced by an Appraiser's Certificate, cash and evidence of Bondable Property acquired by the Company with the proceeds of, or otherwise in connection with, such release, or a combination thereof, not less than the Fair Value of the Mortgaged Property to be released from the Lien of this Indenture, upon delivery to the Trustee of:

Officers'
Certificate

(i) an Officers' Certificate, dated the date of such release, requesting such release, describing in reasonable detail the Mortgaged Property to be released, the Prior Lien to which such Mortgaged Property is subject, the amount of cash, Governmental Obligations, or purchase money obligations to be delivered to the Prior Lien trustee, mortgagee or other holder of such Prior Lien and/or to the Trustee, or both, and any Bondable Property acquired by the Company with the proceeds of, or otherwise in connection with, such release, in each case in substitution for such Mortgaged Property, and stating the reason for such release;

Opinion
of Counsel

(ii) an Opinion of Counsel, dated the date of such release, that the Mortgaged Property to be released from the Lien of this

Indenture is subject to the Prior Lien described in the foregoing Officers' Certificate, that, based upon documents received by such Counsel, the Company appears to have complied with all the terms and conditions for such release under such Prior Lien, and that any cash, Governmental Obligations or purchase money obligations deposited with the Trustee or the Prior Lien trustee, mortgagee or other holder of such Prior Lien, and any Bondable Property acquired by the Company with the proceeds of, or otherwise in connection with, such release, will also be subject to the Lien of this Indenture, subject only to said Prior Lien and to Permissible Encumbrances;

(iii) an Engineer's Certificate, dated the date of such release, stating (A) that the signer of such Engineer's Certificate has examined such Officers' Certificate in connection with such release, (B) the Fair Value, in the opinion of such signer, of the Mortgaged Property to be released as of a date not more than 90 days prior to the date of such release, (C) the Fair Value in the opinion of such signer (which opinion may be based on an Appraiser's Certificate) of any Governmental Obligations and purchase money obligations included in the consideration for such release and (D) that, in the opinion of such signer, such release will not impair the security under this Indenture in contravention of the provisions hereof;

Engineer's
Certificate for
released
property

(iv) in case any Bondable Property is being acquired by the Company with the proceeds of, or otherwise in connection with, such release, an Engineer's Certificate, dated the date of such release, as to the Fair Value, as of a date not more than 90 days prior to the date of such release, of the Bondable Property being so acquired (and if within six months prior to the date of acquisition by the Company of the Bondable Property being so acquired, such Bondable Property has been used or operated by a Person or Persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and the Fair Value to the Company of such Bondable Property, as set forth in such Certificate, is not less than \$25,000 and not less than 1% of the aggregate principal amount of Bonds at the time Outstanding, such certificate shall be an Independent Engineer's Certificate);

Engineer's
Certificate for
acquired
property

§ 10.06 (cont.)

Cash, etc.

(v) (A) an aggregate amount of Governmental Obligations or purchase money obligations having a fair market value in cash as evidenced by an Appraiser's Certificate, and cash not less than the excess, if any, of (I) the Fair Value, as specified in the Engineer's Certificate described in *Section 10.06(a)(iii)*, of the Mortgaged Property to be released plus the amount, if any, by which the proceeds to be received by the Company for such Mortgaged Property are greater than the Fair Value of such Mortgaged Property over (II) the aggregate amount of Governmental Obligations and purchase money obligations having a fair market value in cash as evidenced by an Appraiser's Certificate, and cash paid over to the trustee, mortgagee or other holder of such Prior Lien or the Trustee, and the Fair Value of Bondable Property set forth in the Engineer's Certificate provided for in *Section 10.06(a)(iv)*; or (B) an Officers' Certificate waiving the right of the Company to the authentication and delivery of an aggregate principal amount of Bonds up to the amount required by *Section 10.06(a)(v)(A)*, on the basis of the retirement of previously Outstanding Bonds under *Article IV* or Prior Lien Bonds under *Article VI*, together with all documents, instruments and opinions (other than Board resolutions) required to comply with *Article IV* or *Article VI*, as the case may be;

Further Opinion
of Counsel

(vi) in case any obligations secured by purchase money mortgage upon the Mortgaged Property to be released are included in the consideration for such release and are delivered to the Trustee in connection with such release, an Opinion of Counsel, dated the date of such release, stating that such obligations are valid obligations and that any purchase money mortgage securing such obligation is closed and is, or upon recording or filing in designated places will be, sufficient to afford a valid lien upon the Mortgaged Property to be released from the Lien of this Indenture subject to no lien prior thereto, except said Prior Liens and such liens, if any, as shall have existed thereon immediately prior to such release as Permissible Encumbrances;

Further
Officers'
Certificate

(vii) an Officers' Certificate, dated the date of such release, stating whether, and if so in what respect and to what extent, to the knowledge of the signers of such Officers' Certificate, there has occurred and is continuing a Default; and

(viii) an Opinion of Counsel, dated the date of such release, as to compliance with conditions precedent. **Further Opinion of Counsel**

(b) Any cash received upon the disposition of any Mortgaged Property released from the Lien of this Indenture pursuant to this *Section 10.06* and not deposited with the trustee, mortgagee or other holder of such Prior Lien, shall be paid to the Trustee and shall be held and applied in accordance with *Article XI*. **Cash paid to Trustee**

Section 10.07. In case (a) any Mortgaged Property shall be taken by exercise of the power of eminent domain, or by similar right or power, or if any governmental authority shall exercise any right which it may now or hereafter have to purchase or designate a purchaser of, or order the sale of, all or any Mortgaged Property, or in case of any sale or conveyance of Mortgaged Property in lieu and in reasonable anticipation of any such event, and (b) the Company is unable, or elects not, to obtain, in accordance with *Section 10.03*, the release from the Lien of this Indenture of such Mortgaged Property, all net proceeds of each such taking, purchase or sale or, in case of a sale or conveyance in anticipation thereof, an aggregate amount of Governmental Obligations or purchase money obligations having a fair market value in cash as evidenced by an Appraiser's Certificate, and cash, not less than the Fair Value, as of a date not more than 90 days prior to the date of such release, as evidenced by an Engineer's Certificate, dated the date of such release, of the Mortgaged Property sold or conveyed, if greater than such net proceeds, together with all net sums payable for any damage to any Mortgaged Property by or in connection with any such taking, sale or conveyance, to the extent not deposited under a Prior Lien with the trustee, mortgagee or other holder of such Prior Lien, shall be deposited with the Trustee, to be held and applied in accordance with *Article XI*; and the Trustee (subject to *Section 10.11*) shall release the Mortgaged Property so taken, sold or conveyed upon being furnished with: **Eminent Domain**

(i) an Opinion of Counsel, dated the date of such release, to the effect that such Mortgaged Property has been lawfully taken, sold or conveyed as aforesaid; or **Opinion of Counsel**

(ii) in case of any such sale or conveyance in anticipation of such taking, purchase or sale, a Board resolution to the effect that such sale or conveyance was in lieu and in reasonable anticipation of such taking, purchase or sale; and **Board Resolution**

(iii) an Opinion of Counsel, dated the date of such release, as to compliance with conditions precedent. **Further Opinion of Counsel**

§§ 10.08, 10.09, 10.10, 10.11

Substituted
Property

Section 10.08. All rights and property (other than cash) acquired by the Company by exchange or purchase to take the place of, or in consideration for, any Mortgaged Property surrendered, modified, released or sold, under this Indenture, shall forthwith and without further conveyance, transfer or assignment become subject to the Lien of this Indenture; but the Company, at the request of the Trustee from time to time, or without such request to the extent necessary to comply with any applicable legal requirements for the full protection of the Trustee and the Bondholders, will grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, pledge, set over and confirm any and all such property to the Trustee, by proper deeds or other instruments, which the Company will duly record and file, and rerecord and refile, in all places required for the proper protection of the Trustee and of the Bondholders, upon the trusts and for the purposes of this Indenture.

Receiver,
Trustee,
etc.

Section 10.09. In case a receiver or trustee of the Company, or of all or a substantial part of the Mortgaged Property or business of the Company, shall be lawfully appointed, all acts or requests which the Company may do or make under the foregoing provisions of this *Article X* may be done or made by such receiver or trustee with the consent of the Trustee, which may give or withhold such consent from time to time in its uncontrolled discretion, subject to *Section 14.01* and *Section 14.02*. In case the Trustee shall be in possession of the Mortgaged Property under this Indenture, the Trustee in its uncontrolled discretion, without any action or request by the Company or any receiver or trustee, and without hereby limiting any other right or power of the Trustee, may take any action authorized by this Indenture to be taken by the Company, by the Company and the Trustee or by the Trustee on the request of the Company.

Purchaser in
good faith

Section 10.10. No purchaser in good faith of Mortgaged Property purporting to be released under any of the provisions of this *Article X* shall be bound to ascertain the authority of the Trustee to execute the release or to inquire as to any facts required by the provisions hereof for the exercise of such authority, or to see to the application of any purchase money.

Suspension of
rights in case
of default

Section 10.11. (a) At any time when a Default has occurred and is continuing or the Company is in default under any Prior Lien on any Mortgaged Property, the Company shall not have the right to exercise any privilege or to take any action permitted by this *Article X* (except

under *Sections 10.01 and 10.02*) except to the extent that it shall have obtained the written consent of the Trustee; and the Trustee may, subject to *Section 14.01* and *Section 14.02*, give or withhold such consent from time to time in its discretion.

(b) For purposes of this *Section 10.11*, a Default shall be deemed to have occurred and be continuing upon the occurrence of any of the events specified in *Section 12.02* without awaiting the expiration of any period of grace or the giving of notice.

ARTICLE XI

APPLICATION OF FUNDS HELD BY TRUSTEE

Section 11.01. (a) Unless the Company is in default in the payment of any interest on any Bonds then Outstanding or any Default shall have occurred and be continuing, any cash received by the Trustee pursuant to *Section 5.01* shall be held by the Trustee and such cash, and any other cash which may be applied as provided in this *Section 11.01*:

Withdrawal or application of moneys held by Trustee

(i) may be withdrawn from time to time by the Company (A) in the case of cash deposited with the Trustee pursuant to *Section 5.01*, to the extent of 75% of the lesser of the Cost or the Fair Value of Unbonded Bondable Property Bonded, and (B) in the case of cash deposited with the Trustee pursuant to any other provision of this Indenture, to the extent of 100% of the lesser of the Cost or Fair Value of Unbonded Bondable Property Bonded, in each case after making any deductions and additions in respect of Bondable Property pursuant to *Section 1.03(h)(ii)* or *(iii)*;

Extent to which moneys may be withdrawn

(ii) may be withdrawn from time to time by the Company in an amount equal to the principal amount of Bonds which the Company shall have the right to have authenticated and delivered under *Article IV* or *Article VI*;

When moneys may be withdrawn

(iii) may, upon the request of the Company, be applied by the Trustee to the payment at maturity of any Outstanding Bonds or Prior Lien Bonds or to the redemption of any Outstanding Bonds or Prior Lien Bonds which are, by their terms, redeemable, of such series as may be designated by the Company; and/or

May be applied to payment of Outstanding Bonds or Prior Lien Bonds

(iv) may be used or applied to the purchase of Bonds; provided, however, that none of such cash shall be applied to the payment of more than the principal amount of any Bonds so

May be applied to purchase of Bonds

§§ 11.01 (cont.)

purchased, except to the extent that the aggregate principal amount of all Bonds theretofore, and all Bonds then to be, purchased with cash deposited under *Section 5.01* shall have exceeded the aggregate cost for principal, interest, brokerage and premium, if any, on all Bonds theretofore, and on all Bonds then to be, purchased with cash so deposited.

Requirement
for such
application
of moneys

(b) Such moneys shall, from time to time, be paid out or used or applied by the Trustee, as aforesaid, upon the request of the Company, and upon receipt by the Trustee of an Officers' Certificate stating that the Company is not in default in the payment of the interest on any Bonds then Outstanding and that no Default has occurred and is continuing. In case such withdrawal of cash is, in whole or in part, based upon Unbonded Bondable Property as permitted under *Section 11.01(a)(i)*, the Company shall comply with all applicable provisions of this Indenture (including but not limited to the furnishing of the Engineer's or Independent Engineer's Certificate provided for in *Section 3.04(c)* or *Section 3.04(d)*) as if such Unbonded Bondable Property were made a basis for the authentication and delivery of Bonds thereon equivalent in principal amount to the amount of the cash to be withdrawn on such basis; or in case the withdrawal of cash is, in whole or in part, based upon the right to the authentication and delivery of Bonds pursuant to *Section 11.01(a)(ii)* the Company shall comply with all applicable provisions of *Article IV* or *Article VI* as the case may be, relating to such authentication and delivery; except that the Company shall not be required to deliver to the Trustee any Board resolution or Opinion of Counsel which is described in *Section 3.04(a)* and *Section 3.04(g)*.

Withdrawal of
Cash operates
as waiver of
right to
authenticate and
deliver Bonds

(c) Any withdrawal of cash pursuant to *Section 11.01(a)(i)* or *Section 11.01(a)(ii)* shall operate as a waiver by the Company of its right to the authentication and delivery of the Bonds on the basis of which such cash was withdrawn, and such Bonds may not thereafter be authenticated and delivered hereunder on such basis, and the amount of any Bondable Property, Bonds or Prior Lien Bonds which have been made the basis for such withdrawal shall be Bonded.

Release of
obligation
secured by
purchase money
mortgage

(d) Any obligation secured by a purchase money mortgage received by the Trustee under this Indenture in consideration for the release of any Mortgaged Property from the Lien of this Indenture may be released from the Lien of this Indenture at any time upon payment

by the Company to the Trustee of the unpaid portion of the principal of such obligation; provided, however, at any time after the Trustee shall have received on account of the principal of any obligation secured by a purchase money mortgage on specified Mortgaged Property (from the Company, the obligor or otherwise), an amount in cash equal to the aggregate principal amount of such obligation to the extent made a basis of a credit in the application for the release from the Lien of this Indenture of such Mortgaged Property, the Trustee shall deliver to the Company on the written request of its Chairman of the Board, Chief Executive Officer, President or a Vice-President and its Secretary, an Assistant Secretary, its Treasurer or an Assistant Treasurer, the purchase money mortgage on such Mortgaged Property and all obligations secured thereby then held by the Trustee.

(e) The principal of and interest on any obligation secured by a purchase money mortgage held by the Trustee shall be collected by the Trustee as and when such principal and interest become payable. Unless the Company is in default in the payment of the interest on any Outstanding Bond or Prior Lien Bond outstanding or any Default shall have occurred and be continuing, the interest received by the Trustee on any such obligation shall be paid over to the Company, and any payments received by the Trustee on account of the principal of any such obligation in excess of the amount of credit used by the Company in respect of such obligations upon the release of any Mortgaged Property from the Lien of this Indenture shall also be paid to the Company.

Collection of
principal and
interest on
obligation secured
by purchase
money mortgage

(f) The Trustee shall have and may exercise all the rights and powers of an owner of obligations secured by purchase money mortgage held by the Trustee and of all substitutions therefor and, without limiting the generality of the foregoing, may collect and receive all insurance moneys payable to it under any provision thereof and apply the same in accordance with the provisions thereof, may consent to extensions thereof at a higher or lower rate of interest, may join in any plan or plans of voluntary or involuntary reorganization or readjustment or rearrangement and may accept and hold under this Indenture new obligations, stocks or other securities issued in exchange therefor under any such plan, and any discretionary action which the Trustee may be entitled to take in connection with any such obligations or substitutions therefor shall be taken, so long as no Default has occurred and is

Trustee exercises
all rights
& powers of
owner of
obligations secured
by purchase
money mortgage

§ 11.01 (cont.), 11.02

continuing, in accordance with the request of the Company, evidenced by a Board resolution, and while a Default is continuing, in the discretion of the Trustee.

Moneys to be held in trust; investment thereof

Section 11.02. (a) Subject to *Section 18.02*, all moneys received by the Trustee shall, until used or applied as provided in this Indenture, be held in trust for the purposes for which they were paid, but need not be segregated from other funds except as directed by the Company or as and to the extent required by law.

May deposit in certificates of deposit or otherwise

(b) After compliance with any applicable legal requirements, the Trustee may deposit all or any part of moneys received by it, in a certificate of deposit or otherwise, to its credit as Trustee in its own banking department or in any bank or trust company having a combined capital and surplus of not less than Twenty Million Dollars (\$20,000,000); or the Trustee, after such compliance, may so deposit all or any part of such moneys, together with moneys of like nature held by it under other indentures and trust instruments, to its credit as Trustee of all moneys deposited in each such account.

May invest in debt obligations

(c) When so directed by the Company, the Trustee shall invest all or any part of such moneys received by it in any debt obligations at the time authorized by the laws of the State in which the principal office of the Trustee is located pertaining to the investment by such entity of funds held by it without restriction as to amounts prescribed by such laws for investment in such debt obligations; and the Trustee, when so directed by the Company, shall sell or repurchase all or any part of such debt obligations. Such investments shall be held by the Trustee as part of the Mortgaged Property; provided, however, that the proceeds of such investments representing interest shall be paid or credited to the Company and shall not constitute Mortgaged Property. If any such sale, or any payment on the maturity of any such debt obligations held by the Trustee, shall produce a net sum less than the cost (including accrued interest) of such debt obligations sold or paid, the Company will promptly pay to the Trustee such amount of cash as will, with the net proceeds of such sale or such payment, equal the cost (including accrued interest) of such debt obligations so sold or paid; and if any such sale, or any payment at the maturity of any such debt obligations held by the Trustee, shall produce a net sum greater than the cost (including accrued interest) of such debt obligations so sold or paid the Trustee shall, if no Default has occurred and is continuing, pay to the Company

the amount of such excess. The Company will also pay to the Trustee all brokers' fees and other expenses incurred by the Trustee in connection with its investment of such moneys and the sale of such debt obligations.

(d) The Trustee shall allow interest on any moneys held by it under this Indenture and deposited by it in its banking department, at the current rate or rates, if any, from time to time paid by it on similar deposits of like size and nature over like periods of time, unless in a particular instance the Trustee and the Company shall otherwise agree. Interest so allowed and interest received by the Trustee from investments and deposits in other banks and trust companies of moneys which are a part of the Mortgaged Property made pursuant to *Section 11.02(c)*, except as otherwise herein provided in respect of particular moneys, shall, if no Default has occurred and is continuing, be paid or credited to the Company by the Trustee.

Interest
to be paid
to Company

(e) At the direction of the Company, the Trustee shall establish one or more accounts for the deposit and/or investment of monies received by it, including a separate account from which all moneys payable by the Trustee on behalf of the Company shall be paid and into which moneys shall be deposited by the Company, or by the Trustee on behalf of the Company from other accounts or investments held or managed by the Trustee, as needed, so that such account shall be operated with a zero balance.

May establish
one or more
accounts

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.01. If any coupon or other claim for interest on any Bond is deposited with the Trustee or any paying agent, or if the payment date of such coupon or claim is extended, whether with or without the consent of the Company, such coupon or claim shall not be entitled, in case of Default, to the benefit or security of this Indenture, except after the prior payment in full of the principal of and premium, if any, on all Outstanding Bonds and of all coupons and claims for interest for which such deposit has not been made, or such date extended. Any coupons or claims for interest on any Bonds owned by the Company at or after the maturity of such coupons or claims shall not be entitled to the benefit or security of this Indenture; and the Company covenants that all such coupons and claims for interest so owned by the Company shall promptly be canceled.

When no
entitlement
to benefit
of Indenture
upon Default

§ 12.02

Events
of Default

Section 12.02. (a) Each of the following events is a Default:

Default in
payment of
principal

(i) default in the due and punctual payment of the principal of or premium, if any, on any Bond, when such principal or premium shall have become due and payable, whether at maturity, pursuant to any sinking fund or analogous fund, or by declaration or otherwise, which default shall have continued for a period of more than one day;

Default in
payment of
interest

(ii) default in the payment of any interest on any Bond, when and as the same shall have become due and payable, which default shall have continued for a period of 90 days;

Default in
payments in
connection with
outstanding
Prior Lien
Bonds

(iii) default in the payment of principal of, premium, if any, or interest on any Prior Lien Bond, outstanding, continued beyond the period of grace, if any, specified in the Prior Lien securing payment of such principal, premium and interest;

Default in
observance or
performance of
covenants

(iv) default in the due observance or performance of any other covenant or condition in this Indenture, including any Supplemental Indenture, which is required to be kept or performed by the Company, and which default shall have continued for the period of 90 days after written notice thereof shall have been given to the Company by the Trustee, or by the holders of 30% of the aggregate principal amount of the Outstanding Bonds;

Adjudicated
bankrupt or
insolvent

(v) by decree of a court of competent jurisdiction the Company is adjudicated a bankrupt or insolvent, or an order is made by such court for the winding up or liquidation of the affairs of the Company or approving a petition seeking reorganization or arrangement of the Company under the bankruptcy law or other law or statute of the United States of America or of any State, or, by order of such court, a trustee or liquidator or receiver is appointed for the Company or for the property of the Company, and any such decree or order shall continue in effect for a period of 90 days;

Petition filed
for voluntary
bankruptcy

(vi) the Company files a petition for voluntary bankruptcy, or consents to the filing of any such petition, or makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or liquidator or receiver of the Company or of all or a substantial part of its Mortgaged Property, or files a petition or

answer or consent seeking reorganization or arrangement under the bankruptcy law or other law or statute of the United States of America or of any State, or consents to the filing of any such petition, or files a petition to take advantage of any debtors' act.

(b) The Trustee shall, within 90 days after the occurrence thereof, give to the Bondholders, in the manner and to the extent provided in *Section 313(c)* of the TIA, notice of all defaults known to the Trustee, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this *Section 12.02(b)* being hereby defined to be the events specified in *Section 12.02(a)*, not including any periods of grace provided for therein); but in the case of defaults of the character specified in *Sections 12.02(a)(ii)* and *12.02(a)(iv)*, no such notice shall be given until at least 60 days after the occurrence thereof; provided that, except in the case of default in the payment of the principal of or interest on any of the Bonds or in the payment of any sinking or purchase fund installment, the Trustee shall be protected in withholding such notice if and so long as the Board of Directors, the Executive Committee, or a trust committee of directors and/or Responsible Officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders.

Notice to
Bondholders
of Defaults

(c) In each and every case of Default, and during the continuance thereof, the Trustee directly or by its agents or attorney may, to the extent permitted by law, enter upon the Mortgaged Property; may exclude the Company and its agents and servants wholly therefrom; either directly or by its receivers, agents, servants or attorneys, may use, operate, manage and control the Mortgaged Property, and conduct the business of the Mortgaged Property to the best advantage of the Bondholders; may make all necessary or proper repairs, renewals, replacements and useful alterations, additions, betterments and improvements to the Mortgaged Property as the Trustee may deem best; may manage and operate the Mortgaged Property and exercise all rights and powers of the Company in respect thereof, and be entitled to collect and receive all tolls, earnings, income, rents, issues and profits thereof; and, after deducting all expenses incurred hereunder and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of the Trustee and

Upon Default
Trustee may
enter onto
Mortgaged
Property

§ 12.02 (cont.)

for all agents, clerks, servants and other employees properly engaged by it, the Trustee shall apply the moneys arising as aforesaid, as follows:

(i) in case none of the principal of or premium, if any, on the Bonds shall have become due, to the payment of any interest in default, in the order of the maturity of the installments of such interest, with interest thereon at the same rates, respectively, as were borne by the respective Bonds on which such interest shall be in default; such payments to be made ratably to the Persons entitled thereto, without discrimination or preference;

(ii) in case the principal of or premium, if any, on any Bond shall have become due, at maturity by declaration or otherwise, first to the payment of the accrued interest (with interest on the overdue installments thereof at the same rates, respectively, as were borne by the respective Bonds on which such interest shall be in default) in the order of the maturity of such installments, and next, to the payment of the principal of and premium, if any, due on all Outstanding Bonds; in every instance such payments to be made ratably to the Persons entitled to such payment without any discrimination or preference, provided, however, *Section 12.01* is not in any way modified by this *Section 12.02*, which is subject to *Section 12.01*.

Upon Default
Trustee entitled to
vote all shares of
stock subject to
Lien of this
Indenture

(d) If the Trustee shall have entered, or shall have elected to enter, the Mortgaged Property, or in case a receiver of the Mortgaged Property shall have been appointed, or in case a Default shall have occurred and be continuing, in each case as described in this *Section 12.02*, the Trustee shall be entitled to vote all shares of stock then subject to the Lien of this Indenture, and, for the benefit of the Bondholders, shall be entitled to collect and receive all dividends on all such shares of stock, and all sums payable for principal of, premium, if any, and interest on any Bonds or obligations which then shall be subject to the Lien of this Indenture, and to apply the moneys received in accordance with *Section 12.02(c)(i)* and *Section 12.02(c)(ii)*; and, as holder of any shares of stock and of any such Bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out this *Section 12.02*; but if a receiver of any Mortgaged Property shall have been appointed and shall be in possession thereof, the Trustee from time to time in its

discretion may, and if requested by the holders of a majority in principal amount of the Outstanding Bonds the Trustee shall, turn over to such receiver, any part or all of the interest moneys and cash dividends declared and paid out of current earnings, so collected by the Trustee, and may cooperate with such receiver in managing and operating all of the properties and business of the Company in such manner as the Trustee shall deem to be in the best interests of the Bondholders.

Section 12.03. In case of the occurrence and during the continuance of any Default, the Trustee, directly or by its agents or attorneys, with or without entry upon the Mortgaged Property, in its discretion (a) may sell, subject to Prior Liens, to the highest and best bidder, all or any part of the Mortgaged Property of every kind and all right, title and interest therein and right of redemption thereof, which sale shall be made at public auction at such place and at such time and upon such terms as the Trustee may fix and briefly specify in the notice of sale to be given as provided in this Indenture, or as may be required by law; or (b) may proceed to protect and to enforce the rights of the Trustee and of the Bondholders under this Indenture, by suit or suits in equity or at law, whether for the specific performance of any covenant or agreement in this Indenture, or in aid of the execution of any power granted by this Indenture, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, may deem most effectual to protect and enforce any of its rights or exercise of any of its duties hereunder.

Upon Default
Trustee may sell
Mortgaged
Property

Section 12.04. (a) In case of the occurrence and during the continuance of any Default, the Trustee may, and upon the written request of the holders of not less than a majority in principal amount of the Outstanding Bonds shall, by notice in writing delivered to the Company, declare the principal of all Outstanding Bonds to be due and payable immediately, and upon any such declaration, the same shall be immediately due and payable, anything in this Indenture or in said Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Bonds shall have been so declared due and payable and before any sale of the Mortgaged Property shall have been made pursuant to this *Article XII*, all arrears of interest upon all of said Bonds, with interest upon overdue installments of interest at the same rates respectively as were borne by the respective Bonds on which installments of interest

Upon Default
and request of
holders of a
majority of
Bonds, Trustee
must declare
principal due

§§ 12.04 (cont.), 12.05, 12.06

were overdue, shall either be paid by the Company or be collected out of the Mortgaged Property, and all Defaults shall have been remedied, then the holders of a majority in principal amount of the Outstanding Bonds, by written notice to the Company and to the Trustee, may waive and rescind such Default and its consequences; but no such waiver or rescission shall extend to or affect any subsequent Default, or impair any right consequent thereon.

Restoration
of parties
to former
position

(b) In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of a waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former positions and rights hereunder in respect of the Mortgaged Property; and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Duty of
Trustee to
act on
request
of holders
of a majority
of Bonds

Section 12.05. Upon the written request of the holders of not less than a majority in principal amount of the Outstanding Bonds (determined as provided in *Section 20.03*), in case of the occurrence and during the continuance of any Default, it shall be the duty of the Trustee, upon being indemnified as provided in *Section 12.16*, to take all steps necessary for the protection and enforcement of its rights and the rights of the Bondholders, and to exercise the powers of entry or sale conferred in this Indenture, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee shall deem most expedient in the interest of the Bondholders; but anything in this Indenture to the contrary notwithstanding, the holders of 75% of the principal amount of the Outstanding Bonds, from time to time shall have the right to direct and control the action of the Trustee in any proceedings under this *Article XII*.

Mortgaged
Property to
be sold
as an
entirety

Section 12.06. In the event of any sale, whether made under the power of sale herein granted, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, all of the Mortgaged Property, shall be sold in one parcel and as an entirety, unless such sale as an entirety is impracticable because of some statute or other cause, or unless the holders of a majority in principal amount of the Outstanding Bonds shall in writing request the Trustee to cause said

Mortgaged Property to be sold in parcels, in which case the sale thereof shall be made in such parcels as specified in such request.

Section 12.07. Notice of any sale of Mortgaged Property pursuant to this Indenture shall state the time when and the place where such sale is to be made, and shall contain a brief general description of the Mortgaged Property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in one Authorized Newspaper published in the City of Kansas City, Missouri and in one Authorized Newspaper published in the Borough of Manhattan in The City of New York, New York.

Notice of sale

Section 12.08. From time to time the Trustee, or other Person acting in any sale of Mortgaged Property to be made under this Indenture, may adjourn such sale by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, such sale may be made at the time and place to which such sale shall be so adjourned.

Adjournment
of sale

Section 12.09. (a) Upon the completion of any sale of any Mortgaged Property under or by virtue of this Indenture, the Trustee shall execute and deliver to the purchaser a good and sufficient deed or other instruments conveying, assigning and transferring such Mortgaged Property. The Trustee and its successors are hereby appointed the attorneys of the Company, in its name and stead, to make all necessary conveyances, assignments and transfers of Mortgaged Property and for that purpose may execute all necessary deeds and instruments of conveyance, assignment and transfer, and may substitute one or more persons with similar power, the Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Trustee, shall join in the execution and delivery of such conveyances, assignments and transfers.

Interest of
purchaser and
Company

(b) Any such sale of Mortgaged Property made under or by virtue of this Indenture, whether under the power of sale herein granted or pursuant to judicial proceedings, shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Company, in and to the Mortgaged Property sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or to claim the Mortgaged

Sales operate
to divest
Company of
all interests
in Mortgaged
Property

§§ 12.09 (cont.), 12.10, 12.11, 12.12

Property sold or any part thereof, from, through or under the Company or its successors or assigns.

Trustee's
receipt
sufficient
to discharge
purchaser

Section 12.10. The receipt by the Trustee or other authorized Person of money paid for the purchase of Mortgaged Property shall be a sufficient discharge to any purchaser of such Mortgaged Property; and no such purchaser or the representative, grantee or assign of such purchaser, after paying such purchase money and receiving such receipt, shall be affected by, or in any manner answerable for any loss, misapplication or non-application of such purchase money, or be bound to inquire as to the authorization, necessity, expediency or regularity of such sale.

Principal
of Bonds
to become
due in case
of sale

Section 12.11. In case of any sale of Mortgaged Property under this *Article XII* whether under the power of sale granted in this Indenture or pursuant to judicial proceedings, the aggregate principal amount of the Outstanding Bonds, if not previously due, shall at once become due and payable, anything in said Bonds or in this Indenture to the contrary notwithstanding.

Application
of sale
proceeds

Section 12.12. The purchase money received by the Trustee from the sale of Mortgaged Property under the power of sale granted in this Indenture, or a sale pursuant to judicial proceedings under this Indenture, together with any other moneys which may be held by the Trustee under any provision of this Indenture as part of the Mortgaged Property, shall be applied as follows:

First—
payment of
costs and
expenses of
sale

First. To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities or advances made or incurred by the Trustee under this Indenture, and to the payment of all taxes, assessments or Prior Liens, except any taxes, assessments or other Prior Liens subject to which such sale shall have been made.

Second—
payment of
amount
owing upon
Outstanding
Bonds

Second. To the payment of the whole amount then owing or unpaid upon the Outstanding Bonds and any coupons of the principal of, premium, if any, and interest on such Outstanding Bonds, with interest accruing on the overdue principal, premium, if any, and installments of interest at the same rates respectively as were borne by the respective Bonds whereof the principal, premium, if any, or installments of interest may be overdue, and in

case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said Bonds, then to the payment of such principal, premium, if any, and interest, without preference or priority, ratably to the aggregate of such principal, premium, if any, and interest, subject, however, to *Section 12.01*. Such payments shall be made on the date fixed by the Trustee, upon presentation of the Outstanding Bonds and coupons and stamping thereon the amount paid if such Bonds and coupons are only partly paid, and upon surrender thereof if fully paid.

Third. To the payment of the surplus, if any, to the Company, its successors or assigns.

Third—
Payment to
Company

Section 12.13. In case of any such judicial sale of any Mortgaged Property, any Bondholder, or the Trustee, subject to *Section 14.01* and *Section 14.02*, may bid for and purchase any Mortgaged Property, and, upon compliance with the terms of sale, may hold, retain, possess and dispose of such property in absolute right of such Bondholder or the Trustee, without further accountability, and shall be entitled, for the purpose of making settlement or payment for the Mortgaged Property purchased, to use and apply any Bonds and any matured and unpaid coupons by presenting such Bonds and coupons, in order that there may be credited thereon the sum apportionable and applicable thereto out of the net proceeds of such sale; and thereupon such purchaser shall be credited on account of such purchase price, with the sum apportionable and applicable out of such net proceeds to the payment of or as credit on the Outstanding Bonds and coupons so presented.

Bonds and
matured coupons
may be applied
against purchase
price

Section 12.14. The Company will not, in the event of any sale of Mortgaged Property under this *Article XII*, insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law now or at any time in force, nor will it claim, take or insist upon any benefit or advantage from any law now or at any time in force, providing for the valuation or appraisal of Mortgaged Property, or any part thereof, prior to any sale thereof, or to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale, will the Company claim or exercise any right under any statute now or at any time made or enacted, or otherwise, to redeem the Mortgaged Property so sold, or any part thereof; and the Company hereby expressly waives all benefit and advantage of any such law or

Company
not to insist
upon or plead
stay or
extension law
or exercise
right of
redemption

§§ 12.14 (cont.), 12.15, 12.16

laws, and covenants that it will not invoke or utilize any such law or laws in order to hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but the Company will permit the execution of every such power as though no such law or laws had been made or enacted.

Trustee
may enter
on commencement
of judicial
proceedings
entitled to
appointment
of receiver

Section 12.15. Upon filing a bill in equity, or upon commencement of any other judicial proceedings to enforce any right of the Trustee or of the Bondholders under this Indenture, the Trustee shall be entitled to exercise the right of entry herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of Default; and the Trustee shall be entitled to the appointment of a receiver of the Mortgaged Property, and of the earnings, income, revenue, rents, issues and profits thereof, with such powers as the court making such appointment shall confer; but notwithstanding the appointment of any receiver, the Trustee shall be entitled, as pledgee, to continue to retain possession and control of any stocks, bonds, cash and indebtedness pledged or to be pledged with or held by the Trustee under this Indenture.

Bondholder
not to institute
suit without
request to
Trustee

Section 12.16. (a) No holder of any Outstanding Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust of the Indenture or for the appointment of a receiver or for any other remedy under this Indenture, unless (i) the holders of 30% in principal amount of the Outstanding Bonds shall (A) have requested the Trustee in writing to take action in respect of such matter and shall have afforded to the Trustee a reasonable opportunity either to proceed to exercise the powers granted in this Indenture to the Trustee, or to institute such action, suit or proceeding in its own name and (B) have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and (ii) the Trustee shall have refused or neglected to act on such notice, request and indemnity; such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution by the Trustee of its powers and trusts under this Indenture and to any action or cause of action the Trustee may take or possess for foreclosure or for the appointment of a receiver or any other remedy hereunder; it being understood and intended that no one or more holders of Outstanding Bonds and coupons shall have any right in any manner whatever to affect, disturb or

prejudice the Lien of this Indenture by action of such one or more holders, or to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the ratable benefit of all holders of such Outstanding Bonds and coupons.

(b) All rights of action under this Indenture may be enforced by the Trustee without the possession of any Bond or coupon or the production thereof at trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its own name, and any recovery of judgment shall be for the ratable benefit of the holders of said Bonds and coupons.

Trustee may
enforce rights
without possession
of Bonds

(c) All parties to this Indenture agree, and each holder of any Bond or coupon by his, her or its acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit or an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but this *Section 12.16(c)* shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder or Bondholders holding more than 10% aggregate principal amount of Outstanding Bonds, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal of, premium, if any, or interest on any Bond on or after the respective due dates expressed in such Bond or in the coupons for such interest.

Undertaking
for costs

Section 12.17. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission of the Trustee or Bondholders in exercising any right or power accruing upon any continuing Default shall impair any such right or power or shall be construed to be a waiver of any such Default, or an acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Remedies
cumulative

Covenant to
pay Trustee

Section 12.18. (a) In case (i) default shall be made in the payment of any interest on any Outstanding Bond and such default shall have continued for a period of 90 days or (ii) default shall be made in the payment of the principal of or premium, if any, on any Outstanding Bond when payable, whether upon the maturity of said Bond, or upon a declaration of maturity as authorized by this Indenture, or upon a sale as set forth in *Section 12.11*; then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Outstanding Bonds and coupons, the whole amount that then shall have become due and payable on all such Outstanding Bonds and coupons, for principal, premium, if any, or interest, as the case may be, with interest upon the overdue principal, premium, if any, and interest payable at the same rates respectively as were borne by the respective Bonds whereof the principal, premium, if any, or interest shall be overdue; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as the trustee of an express trust, shall be entitled to recover judgment against the Company for the whole amount so due and unpaid.

Judgment
by Trustee

(b) The Trustee shall be entitled to recover judgment as described in *Section 12.18(a)*, either before, after or during the pendency of any proceedings for the enforcement of the Lien of this Indenture, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale of Mortgaged Property, or by the exercise of any other right, power or remedy for the enforcement of this Indenture; and in case of a sale of Mortgaged Property, and of the application of the proceeds of such sale to the payment of the obligations secured by the Lien of this Indenture, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Outstanding Bonds for the benefit of the Bondholders, and shall be entitled to recover judgment for any portion of such obligations remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment Mortgaged Property, or any other property, shall in any manner or to any extent affect the Lien of this Indenture upon any Mortgaged Property, or any rights, powers or remedies of the Trustee, or any lien, rights, powers or remedies of the Bondholders, but such lien, rights, powers and

remedies of the Trustee and of the Bondholders shall continue unimpaired as before.

(c) Any moneys received by the Trustee under this *Section 12.18* shall be applied by the Trustee to the payment of the amounts then due and unpaid on the Outstanding Bonds and coupons in respect of which such moneys shall have been received, ratably and without any preference or priority of any kind (except as provided in *Section 12.01*), according to the amounts due and payable on such Bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

Application
of moneys

Section 12.19. At any time before full payment of all of the principal of and premium, if any, and interest on all Outstanding Bonds, and whenever the Company shall deem it expedient for the better protection of the security for such Bonds (even though there then may be no Default entitling the Trustee to exercise the rights and powers conferred by *Section 12.02* or *Section 12.03*), the Company, with the consent of the Trustee, may surrender and may deliver to the Trustee full possession of the whole or any part of the Mortgaged Property, and may authorize the Trustee to collect the dividends and interest on all shares of stock, bonds and other obligations which are part of the Mortgaged Property, and to vote all such shares of stock, for any period, fixed or indefinite. In such event the Trustee shall enter into and upon the Mortgaged Property so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision of this Indenture, to insist upon maintaining and to maintain such possession though beyond the expiration of any such prescribed period; and the Trustee, from the time of such entry, shall work, maintain, use, manage, control and employ the Mortgaged Property in accordance with this Indenture, and shall receive and apply the income and revenues thereof as provided in *Section 12.02*. Upon application of the Trustee, and with the consent of the Company if there is no continuing Default and without such consent if then there is such a continuing Default, a receiver may be appointed to take possession of, and to operate, maintain and manage, the whole or any part of the Mortgaged Property, and the Company shall transfer and deliver to

Surrender of
possession
of Mortgaged
Property to
Trustee before
Default;
appointment of
receiver

§§ 12.19 (cont.), 12.20, 12.21, 12.22

such receiver all such Mortgaged Property, wheresoever it may be situated; and in every case, when a receiver of the whole or of any part of said Mortgaged Property shall be appointed under this *Section 12.19*, or otherwise, the net income and profits of such Mortgaged Property shall be paid over to, and shall be received by, the Trustee, for the benefit of the Bondholders. This *Section 12.19*, however, is subject to the exclusive right of the Trustee, as pledgee, to retain the possession and control of any stocks, bonds, cash and indebtedness pledged or to be pledged with or held by the Trustee hereunder.

Suit by Trustee to
protect security

Section 12.20. The Trustee shall have power to institute and to maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the Lien of this Indenture by any acts of the Company, or of others, in violation of this Indenture or which are unlawful, or as the Trustee may be advised shall be necessary or expedient to preserve and to protect its interests and the security and interests of the Bondholders in respect of the Mortgaged Property, or in respect of the income, earnings, rents, issues and profits thereof, including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order which may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, or observance of, such enactment, rule or order would impair the Lien of this Indenture or be prejudicial to the interests of the Bondholders or of the Trustee.

Provisions solely
for benefit
of parties
and Bondholders

Section 12.21. Nothing in this Indenture, or in any Bond, expressed or implied, is intended, or shall be construed, to give to any Person, other than the Trustee, the Bondholders and the Company, any legal or equitable right, remedy, or claim under or in respect of this Indenture, or under any of its covenants, conditions or provisions; all of which are intended to be and are for the sole and exclusive benefit of the Trustee, the Bondholders and the Company.

Trustee may file
proofs of claims

Section 12.22. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the Bondholders allowed in any judicial proceedings relative to the Company, its creditors or Mortgaged Property. Nothing contained in this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of

any Bondholder any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any Bondholder, or to authorize the Trustee to vote in respect of the claim of any Bondholder in any such proceeding.

Section 12.23. Notwithstanding any other provision of this Indenture, the right of any holder of any Bond to receive payment of the principal of, premium, if any, and interest on such Bond, on or after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

Bondholders'
rights
at maturity
may not
be impaired

Section 12.24. The holders of more than 50% in aggregate principal amount of the then Outstanding Bonds (determined as provided in *Section 20.03*) which would be affected by any action proposed to be taken may, on behalf of the holders of all the Bonds so affected, waive any past Default and its consequences, except (a) a Default in the payment of the principal of, premium, if any, or interest on any Bond, (b) a Default arising from the creation of any lien prior to or on a parity with the Lien of this Indenture, except Permissible Encumbrances and Prior Liens or (c) a Default in respect of the waiver of which a specific provision is otherwise made in this Indenture; provided that if any such waiver would affect the rights of the holders of Bonds of only one series, as evidenced by an Opinion of Counsel, such waiver shall not be effective unless approved by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the rights of the holders of Bonds of two or more series, the waiver on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that, in no event shall such waiver be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

Waivers of past
Default by holders
of Bonds

ARTICLE XIII

EFFECT OF MERGER, CONSOLIDATION,
CONVEYANCE AND LEASE

Company may
merge or
consolidate if
no impairment of
Lien of this
Indenture and with
assumption of
obligation by
successor

Section 13.01. Nothing in this Indenture shall prevent any consolidation or merger of the Company with or into, or any conveyance, transfer or lease, subject to the Lien of this Indenture, of all or substantially all of the Mortgaged Property to, any corporation lawfully entitled to acquire, lease or operate the Mortgaged Property; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon terms which would fully preserve and in no respect create any Prior Lien (other than Permissible Encumbrances) on the Mortgaged Property, or impair the Lien or security of this Indenture, or any of the rights or powers of the Trustee or the Bondholders under this Indenture; and provided further, that no such consolidation, merger, conveyance, transfer or lease shall be entered into or made by the Company with or to another corporation which has outstanding, or which proposes to issue in connection with any such consolidation, merger, conveyance, transfer or lease, any obligations secured by a mortgage, pledge or other lien if as a result of such consolidation, merger, conveyance or lease any of the Mortgaged Property owned by the Company immediately prior thereto would be subjected to the lien of such mortgage, pledge or other lien, unless simultaneously therewith or prior thereto effective provision shall be made to establish the Lien of this Indenture as superior to the lien of such mortgage, pledge or other lien with respect to any of the Mortgaged Property then or thereafter acquired by the Company or such other corporation, or covenanted to be subjected to the Lien of this Indenture; and provided further, that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustee at any time during the continuance of a Default, and also by the purchaser of the Mortgaged Property so leased at any sale thereof under this Indenture, whether such sale is made under the power of sale conferred in this Indenture or judicial proceedings; and provided, further, that, upon any such consolidation, merger, conveyance or transfer, or upon any such lease the term of which extends beyond the date of maturity of any of the then Outstanding Bonds, the due and punctual payment of the principal of and premium, if any, and interest on all said Bonds according to their tenor and the due and punctual performance and

observance of all the covenants and conditions of this Indenture to be kept or performed by the Company shall be expressly assumed by a Supplemental Indenture executed and delivered to the Trustee by the corporation formed by such consolidation or surviving such merger, or acquiring all or substantially all the Mortgaged Property, or by the lessee under any such lease the term of which extends beyond the date of maturity of any of the then Outstanding Bonds.

Section 13.02. (a) In the absence of an express grant by any such successor corporation, this Indenture shall not by reason of any such consolidation, merger, conveyance, transfer or lease or otherwise, constitute or become a lien upon, and the Mortgaged Property shall not include or comprise:

Upon merger or consolidation Indenture not to constitute lien upon certain properties

(i) any property or franchises owned prior to such consolidation, merger, conveyance, transfer or lease by any corporation with or into which the Company or any successor corporation may be consolidated or merged or to which the Company or any successor corporation may make any such conveyance, transfer or lease, and which, prior to such consolidation, merger, conveyance, transfer or lease, were not subject to the Lien of this Indenture; and

Property or franchises owned prior to consolidation and which prior to consolidation were not subject to lien

(ii) any property or franchises which may be purchased, constructed or otherwise acquired by any such successor corporation after the date of any such consolidation, merger, conveyance, transfer or lease; excepting only the property and franchises referred to in *Section 13.02(b)(i)* which shall be and become subject to the Lien of this Indenture, notwithstanding any such consolidation, merger, conveyance, transfer or lease.

Property or franchises acquired by successor after date of consolidation

(b) In order to confirm of record the Lien of this Indenture and to preserve and protect the rights of the Bondholders hereunder, the Supplemental Indenture provided for in *Section 13.01*, if it does not contain an express grant by the successor corporation, as further security for all Bonds issued and to be issued hereunder, of all its property and franchises then owned and which it may thereafter acquire (other than Excepted Property) shall contain:

Successor corporation to confirm prior Lien of this Indenture and keep Mortgaged Property identifiable

(i) a grant by such successor corporation confirming the prior Lien of this Indenture upon the Mortgaged Property and subjecting to the Lien of this Indenture as a first lien, or as a lien subject only to liens affecting the property and franchises of the Company prior

to such consolidation, merger, conveyance, transfer or lease, (A) all property and franchises which such successor corporation shall thereafter acquire or construct which shall form an integral part of, or be essential to the use or operation of, any property then or thereafter subject to the Lien of this Indenture, and (B) all renewals, replacements and additional property as may be purchased, constructed or otherwise acquired by such successor corporation from and after the date of such consolidation, merger, conveyance, transfer or lease, as the case may be, to maintain the Mortgaged Property in good repair, working order and condition as an operating system or systems and to comply with any covenant or condition of this Indenture to be kept or observed by the Company; and

(ii) a covenant by such successor corporation to keep the Mortgaged Property as far as practicable identifiable; and a stipulation that the Trustee shall not be taken impliedly to waive, by accepting or joining in the Supplemental Indenture, any rights it would otherwise have.

Right of successor
corporation

Section 13.03. In case the Company, as permitted by *Section 13.01*, shall be consolidated with or merged into any other corporation or shall convey or transfer, subject to the Lien of this Indenture, all or substantially all the Mortgaged Property, the successor corporation formed by such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer as aforesaid, and upon executing with the Trustee and causing to be recorded an indenture whereby such corporation shall assume and agree to pay, duly and punctually, the principal of, premium, if any, and interest on the Bonds issued hereunder in accordance with the provisions of said Bonds and coupons and this Indenture, and shall agree to perform and fulfill all the covenants and conditions of this Indenture to be kept or performed by the Company, shall succeed to and be substituted for the Company with the same effect as if such corporation had been named herein, and shall have and may exercise under this Indenture the same powers and rights as the Company, and, without in anyway limiting or impairing by the enumeration of the following rights and powers the scope and intent of the foregoing, such corporation thereafter may cause to be executed, authenticated and delivered, either in its own name or in the name of the Company, such Bonds as might

have been executed, issued and delivered by the Company after the date of such consolidation, merger, conveyance or transfer, and had such consolidation, merger, conveyance or transfer not occurred, and upon the order of such corporation in lieu of the Company, but subject to all the terms, conditions and restrictions prescribed in this Indenture concerning the authentication and delivery of Bonds, the Trustee shall authenticate and deliver any Bonds delivered to it for authentication which shall have been previously executed by the proper officers of the Company, and such Bonds as such corporation shall thereafter, in accordance with this Indenture, cause to be executed and delivered to the Trustee for such purpose, and such corporation shall also have and may exercise, subject to all applicable terms, conditions and restrictions prescribed in this Indenture, the rights and powers of the Company as to withdrawal of cash and release of Mortgaged Property from the Lien of this Indenture, which the Company might have exercised after the date of such consolidation, merger, conveyance or transfer, and had such consolidation, merger, conveyance or transfer not occurred. All of the Bonds so issued or delivered shall in all respects have the same legal right and security as the Bonds theretofore issued or delivered in accordance with the terms of this Indenture as though all of said Bonds had been authenticated and delivered at the date of the execution of this Indenture. As a condition precedent to the execution by such corporation and the authentication and delivery by the Trustee of any such Bonds, the withdrawal of cash or the release of Mortgaged Property from the Lien of this Indenture, under any provision of this Indenture on the basis of Bondable Property acquired, made or constructed by such corporation or by any corporation with which the Company or any such corporation may be so consolidated or into which the Company or any such corporation may be so merged or to which the Company or any such corporation may make any such conveyance or transfer, the Supplemental Indenture with the Trustee to be executed and caused to be recorded by such corporation as provided in this *Section 13.03*, or a subsequent indenture, shall contain a conveyance or transfer and mortgage in terms sufficient to subject such property to the Lien of this Indenture; and provided further that the lien created thereby and the lien thereon shall have similar force, effect and standing as the Lien of this Indenture would have if the Company was not consolidated with or merged into such other corporation or did not convey or transfer, subject to the Lien of this Indenture, all or substantially all the Mortgaged

Property, as aforesaid, to such corporation, and would itself on or after the date of such consolidation, merger, conveyance or transfer, acquire or construct such property, and in respect thereof request the authentication and delivery of Bonds or the withdrawal of cash or the release of Mortgaged Property from the Lien of this Indenture as provided in this Indenture.

Extent of
Lien of this
Indenture on
property of
successor
corporation

Section 13.04. In case the Company, as permitted by *Section 13.01*, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the Lien of this Indenture, all or substantially all the Mortgaged Property as aforesaid, neither this Indenture nor the Supplemental Indenture with the Trustee to be executed and caused to be recorded by the such corporation as provided in *Section 13.01*, shall, unless such Supplemental Indenture shall otherwise provide, become or be required to become or be a lien upon any of the properties or franchises then owned or thereafter acquired by such corporation (by purchase, consolidation, merger, donation, construction, erection or in any other way) except (a) those acquired by such corporation from the Company, and improvements, extensions and additions thereto and renewals and replacements thereof, (b) the property used by such corporation as a basis under any of the provisions of this Indenture for the authentication and delivery of Bonds, the withdrawal of cash, the release of Mortgaged Property from the Lien of this Indenture or otherwise, and (c) such franchises, repairs and property acquired, made or constructed by the successor corporation (i) to maintain, renew and preserve the franchises which are subject to the Lien of this Indenture, (ii) to maintain the Mortgaged Property as an operating system or systems in good repair, working order and condition, (iii) in rebuilding or renewal of any of the Mortgaged Property damaged or destroyed, or (iv) in replacement of or substitution for machinery, apparatus, equipment, frames, towers, poles, wire, pipe, implements or furniture, or any other fixtures or personalty, which are Mortgaged Property and which have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use in the operation of the Mortgaged Property.

ARTICLE XIV

THE TRUSTEE

Section 14.01. (a) The Trustee shall at all times be a bank or trust company eligible under *Section 7.04* and have a combined capital and surplus of not less than Twenty Million Dollars (\$20,000,000). If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirement of any supervising or examining authority referred to in *Section 7.04*, then for the purposes of this *Section 14.01* the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Qualification of
Trustee

(b) The Trustee hereby accepts the trust created by this Indenture. The Trustee and, if a separate or co-trustee is appointed pursuant to *Section 14.15*, such separate or co-trustee, undertakes prior to Default, and after the curing of all Defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of Default (which has not been cured) to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. For purposes of this *Section 14.01* and *Section 14.02*, a Default shall be deemed cured when the act or omission or other event giving rise to such Default shall have been cured, remedied or terminated.

Acceptance of
Trustee

(c) The Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, will examine such evidence to determine whether or not it conforms to the requirements of this Indenture.

Trustee to
determine if
evidence
conforms to
requirements

Section 14.02. (a) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

Extent of
Trustee's
liability

(i) prior to Default, and after the curing of all Defaults which may have occurred, the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee but the duties and obligations of the Trustee, prior to Default, and after the curing of all

Not liable
except for
performance
of duties under
Indenture

§§ 14.02 (cont.), 14.03

Defaults which may have occurred, shall be determined solely by the express provisions of this Indenture; and

Trustee may
rely upon truth of
statements in
certificates
and opinions

(ii) prior to Default, and after the curing of all Defaults which may have occurred, and in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon certificates or opinions conforming to the requirements of this Indenture as to the truth of the statements and the correctness of the opinions expressed therein; and

Not liable for
error of judgment
unless negligent

(iii) no Trustee which is a corporation shall be personally liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of such Trustee unless it shall be proved that such Trustee was negligent in ascertaining pertinent facts and no Trustee who is an individual shall be personally liable for any error of judgment made in good faith by such individual unless it shall be proved that such individual was negligent in ascertaining the pertinent facts; and

Not liable for
action taken in
accordance with
direction of
Bondholders

(iv) the Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the Outstanding Bonds (determined as provided in *Section 20.03*) relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

Not liable for
misconduct or
negligence on
part of agent

(v) the Trustee may execute any of the trusts or powers or perform any duties under this Indenture either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney, who is not, in either case, an employee of the Trustee, appointed with due care by it hereunder.

Same provisions
apply to co-trustee

(b) The provisions of this *Section 14.02* which have been made specifically applicable to the Trustee shall apply to the Trustee and, if a separate or co-trustee is appointed pursuant to *Section 14.15*, to any separate or co-trustee.

Recitals deemed
made by Company

Section 14.03. The recitals in this Indenture and in the Bonds shall be taken as the statements of the Company and the Trustee assumes no

responsibility for the correctness of such statements. The Trustee makes no representations as to the condition, genuineness, validity or value of the Mortgaged Property or any part thereof, or as to the title of the Company thereto, or as to the validity or adequacy of the security afforded thereby and hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder. The Trustee shall be under no responsibility or duty with respect to the disposition of any Bonds authenticated and delivered hereunder or the application of the proceeds thereof or the application of any moneys paid to the Company under any provision hereof.

Section 14.04. (a) The Trustee and any separate or co-trustee shall not be personally liable in case of entry by it upon the Mortgaged Property for debts contracted or liability or damages incurred in the management or operation of Mortgaged Property.

Trustee not liable
for debts from
operation of
Mortgaged
Property

(b) The Trustee, any paying agent, bond registrar, or authenticating agent, in its individual or any other capacity, may become the holder, owner or pledgee of Bonds or coupons and, subject to *Section 14.11* and *Section 14.12*, may otherwise deal with the Company with the same rights the Trustee would have if it were not Trustee, paying agent, bond registrar or authenticating agent.

Trustee may
own Bonds

Section 14.05. Whenever it is provided in this Indenture that the Trustee shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of Bondholders, the Trustee taking such action shall have full power to give any and all notices to do any and all acts and things incidental to such action.

Trustee may give
notices incidental
to action by it

Section 14.06. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee on the Company shall be deemed to have been sufficiently given or served, for all purposes, by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Company with the Trustee for the purpose of this *Section 14.06*) to the Company at the following address:

Notice by Trustee
to Company

Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, Missouri 64105
Attention: Corporate Secretary

§§ 14.07, 14.08

Section 14.07. (a) To the extent permitted by *Section 14.01* and *Section 14.02*:

Trustee may
rely on certificates

(i) the Trustee may rely and shall be protected in acting upon any Accountant's Certificate, Appraiser's Certificate, Officers' Certificate, Engineer's Certificate, Opinion of Counsel, Board resolution, certificate, opinion, notice, request, consent, order, appraisal, report, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and any request or direction of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate, Board resolution or written order; and

Trustee may
consult with
counsel

(ii) the Trustee may consult with counsel, who may be counsel to the Company, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in good faith and in accordance with the opinion of such counsel.

Trustee not
responsible for
selection of
expert

(b) The Trustee shall not have any responsibility for the selection, appointment or approval of any expert for any purpose expressed in this Indenture, except that nothing in this *Section 14.07* shall relieve the Trustee of its obligation to exercise reasonable care with respect to such selection, appointment or approval of experts who may furnish opinions or certificates to the Trustee pursuant to this Indenture.

(c) Nothing in this *Section 14.07* shall be deemed to modify the obligation of the Trustee to exercise during the continuance of a Default the rights and powers vested in it by this Indenture with the degree of care and skill specified in *Section 14.01*.

Moneys deposited
with Trustee
to be held
in trust; interest
on such moneys

Section 14.08. (a) Subject to *Section 18.02*, all moneys received by the Trustee whether as Trustee or paying agent shall, until used, invested or applied as provided in this Indenture, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. In accordance with *Section 11.02*, the Trustee may allow and credit to the Company interest on any moneys received by the Trustee hereunder at such rate, if any, as may be agreed upon by the Company and the Trustee from time to time and as may be permitted by law.

(b) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it.

Trustee not
required to risk
own funds

Section 14.09. (a) The Company shall pay to the Trustee from time to time, and the Trustee shall be entitled to receive from the Company, reasonable compensation for all services rendered by the Trustee in its execution of the trusts created by this Indenture and in its exercise and performance of any of the powers and duties of the Trustee hereunder, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Company shall reimburse the Trustee for all appropriate advances made by the Trustee and shall pay to the Trustee from time to time its expenses and disbursements (including the reasonable compensation and the expenses and disbursements of all persons not regularly in its employ and, to the extent permitted by law, of its counsel) incurred without negligence or bad faith. The Company also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trust created by this Indenture, including the costs and expenses of defending against any claim of liability in the premises. To secure the performance of the obligations of the Company under this *Section 14.09*, the Trustee shall have (in addition to any other rights under this Indenture) a lien prior to that of the Bondholders upon the Mortgaged Property, including all Mortgaged Property and funds held or collected by the Trustee.

Compensation of
Trustee

(b) If, and to the extent that, the Trustee and its counsel and other persons not regularly in its employ do not receive compensation for services rendered, reimbursement of its or their advances, expenses and disbursements, or indemnity, as provided in *Section 14.09(a)*, as the result of allowances made in any reorganization, bankruptcy, receivership, liquidation or other proceeding or by any plan of reorganization or readjustment of obligations of the Company, the Trustee shall be entitled, in priority to the Bondholders, to receive any distribution of any securities, dividends or other disbursements which would otherwise be made to the Bondholders in any such proceeding or proceedings and the

Lien for Trustee
compensation

Trustee is hereby constituted and appointed, irrevocably, the attorney-in-fact for the Bondholders and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustee, its counsel and other persons not regularly in its employ on account of services rendered, advances, expenses and disbursements made or incurred, or indemnity, and to pay and distribute the balance, pro rata, to the Bondholders. The Trustee shall have a lien upon any securities or other considerations to which the Bondholders may become entitled pursuant to any such plan of reorganization or readjustment of obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

Trustee may rely on facts established by Officers' Certificate

Section 14.10. Whenever in the administration of the trusts created by this Indenture, prior to a Default, or after the curing of Default, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is herein specifically prescribed) may to the extent permitted by *Sections 14.01* and *14.02* be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such Officers' Certificate shall be full warrant to the Trustee for any action taken by it under this Indenture in reliance thereon.

Action to be taken by Trustee who becomes creditor of Company

Section 14.11. The Trustee will comply with TIA *Section 311(a)*, excluding any creditor relationship listed in TIA *Section 311(b)*. A trustee which has resigned or been removed shall be subject to TIA *Section 311(a)* to the extent indicated therein.

Action to be taken by Trustee acquiring conflicting interest

Section 14.12. The Trustee will comply with TIA *Section 310(b)*; provided, however, that (i) there shall be excluded from the requirements of TIA *Section 310(b)(1)* all indentures which may be excluded pursuant to the proviso to TIA *Section 310(b)(1)*; and (ii) the provisions of the first sentence of TIA *Section 310(b)(9)* shall not apply to any securities described in the second sentence of TIA *Section 310(b)(9)*.

Resignation or removal of Trustee

Section 14.13. (a) The Trustee may at any time resign and be discharged of the trusts created by this Indenture by giving written notice to the Company specifying the day upon which such resignation

shall take effect and thereafter publishing notice thereof, in one Authorized Newspaper in the Borough of Manhattan, The City of New York, and in one Authorized Newspaper in the city in which the principal office of the Trustee is located, once each, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the Bondholders or the Company in the manner provided in *Section 14.14*, and in such event such resignation shall take effect immediately on the appointment of such successor trustee, provided, however, that if all then Outstanding Bonds shall be Registered Bonds, no notice need be given except by mail in accordance with *Section 14.13(c)*. This *Section 14.13* shall not be applicable to resignations pursuant to *Section 14.12*.

(b) Any Trustee may be removed at any time by an instrument or concurrent instruments in writing filed with such Trustee and signed and acknowledged by the holders of a majority in principal amount of the then Outstanding Bonds or by their attorneys in fact duly authorized.

Trustee may be removed by holders of a majority of Bonds

(c) In case at any time the Trustee shall cease to be eligible in accordance with *Section 7.04* or *Section 14.01*, then the Trustee so ceasing to be eligible shall resign immediately in the manner and with the effect provided in this *Section 14.13*; and in the event that it does not resign immediately in such case, then it may be removed forthwith by an instrument or concurrent instruments in writing filed with the Trustee so ceasing to be eligible and either (i) signed by the Chairman of the Board, Chief Executive Officer, President or a Vice-President of the Company attested by the Secretary or an Assistant Secretary of the Company or (ii) signed and acknowledged by the holders of a majority in principal amount of Outstanding Bonds or by their attorneys in fact duly authorized.

Trustee ceasing to be eligible shall resign

Section 14.14. (a) In case at any time the Trustee shall resign or shall be removed (unless such Trustee shall be removed as provided in *Section 14.12(c)* in which event the vacancy shall be filled as provided therein) or shall become adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation, or a vacancy shall be deemed to exist in the office of the Trustee for any other reason, the Company, by a Board resolution, shall

Appointment of successor Trustee

promptly appoint a successor trustee. In case all or substantially all of the Mortgaged Property shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a successor to fill such vacancy until a new trustee shall be so appointed by the Bondholders. Within one year after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee may be appointed by act of the holders of a majority in principal amount of the Outstanding Bonds, delivered to the Company and the retiring Trustee, and the successor trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor trustee and supersede the successor trustee appointed by the Company or by such receiver or trustee.

Notice to
Bondholders

(b) The Company shall publish notice of any appointment of a successor Trustee made by it or by act of Bondholders in the manner provided in *Section 14.13*.

Court to
appoint successor
Trustee in
certain
circumstances

(c) If in a proper case no appointment of a successor Trustee shall be made pursuant to *Section 14.14(a)* within six months after a vacancy shall have occurred in the office of Trustee, any Bondholder or any resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Resignation
of Trustee

(d) If any Trustee resigns because of a conflict of interest as provided in *Section 14.12* and a successor Trustee has not been appointed by the Company or the Bondholders or, if appointed, has not accepted the appointment, within 30 days after the date of such resignation, the resigning Trustee may apply to any court of competent jurisdiction for the appointment of a successor trustee.

Successor Trustee
shall be
qualified

(e) Any Trustee appointed under this *Section 14.14* as a successor Trustee shall be a bank or trust company eligible under *Section 7.04* and *Section 14.01* and qualified under *Section 14.12*.

Appointment of
additional trustees
or co-trustees

Section 14.15. (a) At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any Mortgaged Property may be located, the Company and the Trustee shall have the power to appoint, and, upon the request of the Trustee, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instru-

ments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee, of all or any of the Mortgaged Property. In the event that the Company shall not have joined in such appointment within 15 days after the receipt by it of a request to do so, the Trustee alone shall have power to make such appointment.

(b) Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to the original Trustee, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely:

Appointment
subject to
certain conditions

(i) the rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or separate trustees or co-trustee or co-trustees;

(ii) the Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all Bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by the original Trustee or its successors in the trust hereunder; and

(iii) the Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this *Section 14.15* or otherwise, and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within 15 days after the receipt by it of a request so to do, the Trustee alone shall have power to accept such resignation or

§§ 14.15 (cont.), 14.16

to remove any such separate trustee or co-trustee. A successor to separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this *Section 14.15*.

(c) No Trustee shall be personally liable by reason of any act or omission of any other trustee hereunder.

(d) Any notice, request or other writing, by or on behalf of the Bondholders delivered to the original Trustee, or its successor in the trust hereunder, shall be deemed to have been delivered to all of the then trustees or co-trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to the original Trustee shall refer to this Indenture and the conditions expressed in this *Article XIV* and upon the acceptance in writing of such appointment, such trustee or trustees, or co-trustee or co-trustees, shall be vested with the estates or property specified in such instrument, either jointly with the original Trustee, its successor, or separately, as may be provided in such instrument the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with the original Trustee or its successor in the trust hereunder. Any separate trustee or trustees, or any co-trustee or co-trustees, may at any time by an instrument in writing constitute the original Trustee or its successor in the trust hereunder the agent or attorney in fact for such trustee, with full power and authority, to the extent which may be permitted by law, to do any and all acts and things and exercise any and all discretion authorized or permitted by such trustee, for and on behalf of such trustee, and of such trustee name. In case any separate trustee or trustees or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the original Trustee or its successor in the trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

Section 14.16. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties,

Notice by
Bondholders
to Trustee,
notice to
all trustees;
contents,
filing, etc.
of instrument
appointing
trustee;
incapacity,
etc. of
instrument
appointing
trustee

Acceptance by
successor
trustee;
requirements
of predecessor
Trustee
upon retiring

rights, powers, trusts, duties and obligations of the predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of 10% in principal amount of the then Outstanding Bonds, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which such trustee succeeds in and to the Mortgaged Property and such rights, powers, trusts, duties and obligations; and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other Mortgaged Property, including any pledged securities which may then be in the possession of such trustee. If any deed, conveyance or instrument in writing from the Company is required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Section 14.17. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation in which the Trustee shall be a party or any corporation to which substantially all the business and assets of the Trustee may be transferred, provided such corporation shall be eligible under *Section 7.04* and *Section 14.01* and qualified under *Section 14.12*, shall be the successor trustee under this Indenture, without the execution or filing of any instrument or the performance of any further act on the part of the Company or any other co-trustee hereunder, anything herein to the contrary notwithstanding. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such Bonds, adopt the certificate of authentication of the original Trustee or of any successor to it, as trustee hereunder, and deliver the said Bonds so authenticated; and in case any of said Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Bonds either in the name of any predecessor trustee or in the name of the successor trustee, and in all such cases such

Merger or
consolidation of
Trustee

certificate shall have the same full force which the certificate of the Trustee shall have; provided, however, that the right to authenticate Bonds in the name of the original Trustee shall apply only to its successor or successors by merger or consolidation or sale as aforesaid.

Appointment of
successor Trustee
by Company

Section 14.18. Notwithstanding any other provision of this Indenture, by instrument executed by order of the Board and duly acknowledged by its proper officers, the Company may appoint any corporation eligible under the provisions of this Indenture, and doing business in the United States of America, as Trustee in succession to the Trustee on the date of such appointment, and the corporation so appointed Trustee shall thereupon become successor Trustee hereunder, but no such appointment may be made prior to December 1, 1996, or prior to the tenth anniversary of any such appointment or any subsequent such appointment.

Joining of
individual trustee

Section 14.19. In the event that an individual trustee is joined in order to comply with any legal requirements respecting trustees under deeds of trust of property in any state in which Mortgaged Property is or may in the future be situated, such individual trustee shall possess only such powers as may be necessary to comply with such requirements. Any and all rights, powers, duties and obligations of this Indenture conferred or imposed upon the Trustee may be exercised and performed by the Trustee alone without reference to any individual trustee in so far as permitted by law. In any Supplemental Indenture joining an individual trustee, the individual trustee shall irrevocably constitute and appoint the Trustee the true and lawful attorney in fact for such individual trustee with full power and authority, insofar as permitted by law, either in the name and on behalf of the Trustee alone, or of the Trustee and the individual trustee jointly, to exercise any and all rights or powers conferred by this Indenture upon the individual trustee alone, or upon the Trustee and the individual trustee jointly.

ARTICLE XV

SUPPLEMENTAL INDENTURES

Section 15.01. Without the consent of any Bondholders, the Trustee and the Company, when authorized by a Board resolution, from time to time and at any time, may enter into Supplemental Indentures hereto which shall thereafter form a part hereof, for any one or more of the following purposes:

Provision for Supplemental Indentures for certain purposes

(a) to convey, transfer and assign to the Trustee and to subject to the Lien of this Indenture with the same force and effect as if included in the granting clause hereof, additional properties and franchises, including bonds, stock and securities in other companies hereafter acquired by consolidation, merger, purchase or otherwise, together with such other provisions as may be appropriate to express the respective rights of the Trustee and the Company in regard thereto;

Subject additional properties to Lien

(b) to close this Indenture against the issue of additional Bonds or to add limitations on the amount, terms, provisions, authentication, delivery, issue and purposes of the issue of Bonds under this Indenture;

Close Indenture

(c) to provide for the issue of Bonds of any series, to add provisions with respect to such series, and to establish the forms and provisions of the Bonds of such series, all in a manner not inconsistent with the provisions of this Indenture;

Provide for issue of a series of Bonds

(d) to provide the terms and conditions of the exchange or conversion, at the option of the holders of Bonds of any series, of the Bonds of such series for or into Bonds of other series or stock or other securities of the Company or any other corporation;

Provide terms of exchange or conversion

(e) to provide for alternative methods or forms for evidencing and recording the ownership of Bonds and matters related thereto;

Provide alternatives for evidencing ownership of Bonds

(f) to reflect changes in Generally Accepted Accounting Principles;

Reflect changes in Generally Accepted Accounting Principles

(g) to modify any provision of this Indenture for the purpose of relieving the Company from any of the obligations, conditions or

Modify certain provisions in Indenture

restrictions herein contained or otherwise; provided, that no such modification shall be or become operative or effective, or in any manner impair any of the rights of the Bondholders or of the Trustee, while any Bonds of any series established prior to the execution of such Supplemental Indenture shall remain Outstanding;

To make
certain corrections

(h) to make such provision in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture or for the purpose of supplying any omission, curing any ambiguity, or curing, correcting or supplementing any defective or inconsistent provision contained in this Indenture or in any Supplemental Indenture; and

To provide
for joining of
individual Trustee

(i) to provide for the joining of an individual trustee in order to comply with any legal requirements respecting trustees under deeds of trust of property in any state in which Mortgaged Property is or may in the future be situated.

Requirements for
Supplemental
Indentures

Section 15.02. (a) With the consent (evidenced as provided in *Article XVI* or *Article XX*) of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company, when authorized by a Board resolution, and the Trustee may, from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of this Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of Bonds and coupons; provided, however, that anything in this *Section 15.02* to the contrary notwithstanding, (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby, (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to *Article XII*, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or premium, if any, or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien (but no amendment of the 1946 Mortgage nor any merger or consolidation, as permitted by *Section 13.01*, of the

Company with any other Person owning property which is subject to a Prior Lien shall be deemed the creation of any Prior Lien) and (ii) no action specified in this *Section 15.02(a)* which would affect the rights of the holders of Bonds of only one series, as evidenced by an Opinion of Counsel, may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the rights of the holders of Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

(b) Upon the request of the Company, accompanied by a copy of a Board resolution authorizing the execution of any such Supplemental Indenture, and upon the filing with the Trustee of evidence of the consent of Bondholders as aforesaid, the Trustee shall join with the Company in the execution of such Supplemental Indenture.

Trustee shall
join Company
in execution
of Supplemental
Indenture

ARTICLE XVI

MEETINGS OF BONDHOLDERS

Section 16.01. (a) The Trustee shall on request of the Company pursuant to a Board resolution or upon written request of the holders of not less than 50% in aggregate principal amount of Outstanding Bonds call a meeting of Bondholders to be held at such time and at such place in either the Borough of Manhattan, The City of New York, or the city in which the principal office of the Trustee or the city in which the principal office of the Company is located, as the Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting and specifying each series of Bonds which would be affected by the proposed action, shall be published at least two times in one Authorized Newspaper in the Borough of Manhattan, The City of New York, New York and in one Authorized Newspaper in the city in which the principal office of the Trustee is located, the first publication in each such Authorized Newspaper to be not less than 20

Manner of
calling meetings
and determination
of Bonds affected

nor more than 60 days prior to the date fixed for such meeting (except that, if all the Bonds which would be affected by the proposed action are Registered Bonds, such publication need not be made) and shall be mailed not less than 30 days before such meeting (i) to each holder on a record date not more than 15 days prior to the date of such mailing of Registered Bonds which would be affected by the action proposed to be taken at the meeting and then Outstanding, addressed to such holder at the address appearing on the Bond register maintained pursuant to *Section 2.06*, (ii) to each holder of any such Bond payable to bearer who shall have filed, within two years prior to the date of such mailing, with the Trustee an address for notices to be addressed to such holder, (iii) to all other Bondholders whose names and addresses are preserved at the time by the Trustee, as provided in *Section 17.02*, (iv) to the Trustee addressed to it at P.O. Box 64, Kansas City, Missouri 64141, or at such other place as may be designated by the Trustee from time to time, and (v) to the Company addressed to it at 1330 Baltimore Avenue, Kansas City, Missouri 64105, Attention: Corporate Secretary, or at such other address as may be designated by the Company from time to time; provided, however, that the mailing of such notice to any Bondholder shall in no case be a condition precedent to the validity of any action taken at such meeting.

Trustee to
determine Bonds
affected

(b) The Trustee may in its discretion determine whether or not Bonds of any particular series would be affected by action proposed to be taken at a meeting and any such determination shall be conclusive upon the holders of Bonds of such series and all other series. Subject to *Section 14.02* and *Section 14.07*, the Trustee shall not be liable for any such determination made in good faith.

Calling of
meetings by
Company or
Bondholders

Section 16.02. In case at any time the Company, pursuant to a Board resolution, or the holders of not less than a majority in aggregate principal amount of the Outstanding Bonds which would be affected by the action proposed to be taken, shall have requested the Trustee to call a meeting of Bondholders, by written request setting forth in general terms the action proposed to be taken at such meeting, and the Trustee shall not have made the first publication of the notice of such meeting within 20 days after receipt of such request, then the Company or the holders of Bonds in the amount above specified may determine the time and place in the Borough of Manhattan, The City of New York, or in the city in which the principal office of the Trustee or the city in which

the principal office of the Company is located, for such meeting and may call such meeting by giving notice thereof as provided in *Section 16.01*.

Section 16.03. To be entitled to vote at any meeting of Bondholders a Person shall (a) be a holder of Coupon Bonds transferable by delivery of a series which would be affected by the proposed action; or (b) be a holder of Registered Bonds of such a series (whether such Bonds are fully registered or registered only as to principal); or (c) be the holder of a certificate then in effect and satisfactory to the Trustee issued pursuant to *Section 20.01*; or (d) be a Person appointed by an instrument in writing as a proxy for such a holder or holders of Bonds of such a series or for a holder of such a certificate, provided that no Person who holds a Bond which is excluded in the determination of the requisite amount concurring in any direction, waiver or consent as set forth in *Section 20.03* shall be permitted to vote. The only Persons who shall be entitled to be present or to speak at any meeting of Bondholders shall be the Persons entitled to vote at such meeting and their counsel, proxies and any representatives of the Trustee and its counsel, and any representatives of the Company and its counsel.

Persons entitled
to vote
at meeting

Section 16.04. (a) Notwithstanding any other provision of this Indenture, the Trustee on its own initiative or on request of the Company may, or upon request of the holders of a majority in principal amount of the Bonds Outstanding shall, from time to time, make such reasonable regulations, and may vary such regulations, as it may deem advisable for any meeting of Bondholders, in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidences of the right to vote, and, except as otherwise provided in this *Section 16.04* and in *Section 16.05*, such other matters concerning the conduct of the meeting as the Trustee may deem advisable. Except as otherwise permitted or required by any such regulations, the holding of Bonds shall be proved in the manner specified in *Section 20.01* and the appointment of any proxy shall be proved in the manner specified in *Section 20.01* or by having the signature of the Person executing the proxy witnessed or guaranteed by any bank, banker or trust company authorized by *Section 20.01* to certify to the holding of Bonds which are transferable by delivery.

Conduct
of meeting;
regulations

§§ 16.04 (cont.), 16.05

Trustee to
appoint chairman
of meeting

(b) The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Bondholders as provided in *Section 16.02*, in which case the Company or the Bondholders calling the meeting, as the case may be, shall in a similar manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by majority vote of the Bondholders and proxies present at the meeting irrespective of the principal amount of the Bonds held or represented by them.

One vote
for each \$1000
principal amount
of Bonds

(c) Subject to *Section 20.03*, upon the submission of any resolution at any meeting, each Bondholder or proxy shall be entitled to one vote for each and every \$1000 principal amount of Outstanding Bonds held by such Bondholder or by the Bondholders represented by such proxy, as the case may be, the holders of which are entitled by this *Article XVI* to vote, provided, however, that no vote shall be cast or counted at any meeting in respect of any Bond challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Bonds held by such chairman or instruments in writing as aforesaid duly designating such chairman as the person to vote on behalf of other Bondholders. Any meeting of Bondholders duly called pursuant to *Section 16.01* or *Section 16.02* may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

Manner
of voting

Section 16.05. (a) The vote upon any resolution submitted in accordance with the provisions of *Section 16.01* shall be by written ballots on which shall be subscribed the signatures of the holders of Bonds or their representatives by proxy and the serial number or numbers of the Bonds held or represented by them. The chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that

said notice was published as provided in *Section 16.01*. The record shall show the serial numbers of the Bonds voting in favor of any resolution submitted in accordance with *Article XVI*. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee.

(b) Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Record conclusive
evidence

Section 16.06. Nothing in this *Article XVI* contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Bondholders or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the Bondholders under any provision of this Indenture or of the Bonds.

Rights of
Trustee or
Bondholders not
to be hindered
or delayed

Section 16.07. Any action which may be taken at a meeting of Bondholders, including the authorization of a Supplemental Indenture as provided in *Section 15.02(a)*, may be taken without a meeting, without prior notice and without a vote, if such action is consented to in writing (evidenced as provided in *Article XX*) by the holders of Outstanding Bonds holding not less than the minimum aggregate principal amount of Outstanding Bonds which is necessary to authorize or take such action at a meeting of Bondholders.

Action by
written consent

ARTICLE XVII

BONDHOLDER LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEE

Section 17.01. The Company will, so long as any Bonds are Outstanding under this Indenture, furnish or cause to be furnished to the Trustee within 60 days after each interest payment date on Bonds of each series from time to time Outstanding, and at such other times as the Trustee may request in writing, the information required by TIA *Section 312(a)*, which the Trustee shall preserve as required by TIA *Section 312(a)*. The Trustee will also comply with TIA *Section 312(b)*, but the Trustee, the Company and each person acting on behalf of the Trustee or the Company shall have the protection of TIA *Section 312(c)*.

Company
to furnish
Bondholder lists

§§ 17.02, 17.03, 18.01

Company to
make filings with
Trustee and
otherwise
comply with TIA
Section 314

Section 17.02. The Company shall (a) file with the Trustee, within 15 days after it is required to file the same with the Securities and Exchange Commission, copies of the reports, information and documents (or portions thereof) required to be so filed pursuant to TIA *Section 314(a)*, and (b) comply with the other provisions of TIA *Section 314(a)*.

Company
to furnish
Bondholders
reports and
otherwise
comply with TIA
Section 313

Section 17.03. The Trustee shall (a) transmit within 60 days after June 30 in each year, beginning with the year 1987, to the Bondholders, a brief report dated as of such June 30 and complying with the requirements of TIA *Section 313(a)*, and (b) comply with the other provisions of TIA *Section 313*.

ARTICLE XVIII

DEFEASANCE

Effect of payment
of indebtedness

Section 18.01. (a) The Trustee may, and upon request of the Company shall, cancel and discharge the Lien of this Indenture and execute and deliver to the Company such deeds and instruments as shall be required to discharge the Lien of this Indenture, and reconvey and transfer to the Company the Mortgaged Property, whenever all indebtedness secured hereby shall have been paid or deemed to have been paid, including all proper charges of the Trustee hereunder and thereupon the Bondholders shall have no rights under this Indenture except to payment of principal of, premium, if any, and interest on their Bonds.

Trustee to be
reimbursed for
reasonable
expenses

(b) Notwithstanding the satisfaction and discharge of this Indenture, the Trustee shall have an unsecured right to charge and be reimbursed by the Company for any reasonable expenditures and liabilities (incurred in good faith and without negligence by the Trustee) which it may thereafter incur.

Deposit of money
or obligation in
certain instances
deemed payment

(c) Bonds and coupons for the payment of which and Bonds for the redemption of which, either moneys in the necessary amount or Governmental Obligations in an amount which, taking into account the reinvestment and proceeds thereof, will, in the opinion of an Accountant as certified to the Trustee in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with or held by the Trustee, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Bonds or portions thereof on the redemption or maturity date and on the cash

interest payment dates thereof, as the case may be, shall have been set apart by or deposited with the Trustee, with irrevocable direction to apply the same to such payment, subject to *Section 18.02* (with or without any additional right given to the Bondholders to surrender their Bonds or obtain therefrom payment therefor prior to the redemption or maturity date) shall for all purposes under this Indenture, including satisfying the Lien of this Indenture, be deemed to have been paid; provided that in case of redemption the notice of such redemption shall have been given or arrangements shall have been made to the satisfaction of the Trustee that such notice will be given.

Section 18.02. In case any moneys deposited with the Trustee or any paying agent or proceeds of the investment in or sale of Governmental Obligations held in trust for the payment of the principal of, premium, if any, or interest on any Bond remain unclaimed for two years after such principal, premium or interest has become due and payable, the Trustee or such paying agent shall so advise the Company and shall pay over to or upon the written order of the Company said moneys, upon receipt of a written request of the Company, and thereupon the Trustee or such paying agent shall be released from any and all further liability with respect to the payment of principal of or premium or interest on such Bond, or in the payment of any sinking or purchase fund installment, and the holder of said Bond or any coupons for such interest shall be entitled (subject to any applicable statute of limitations) as an unsecured creditor to seek the payment thereof from the Company.

Unclaimed
moneys

ARTICLE XIX

IMMUNITY OF INCORPORATORS, SUBSCRIBERS TO THE CAPITAL STOCK, STOCKHOLDERS, OFFICERS AND DIRECTORS

Section 19.01. No recourse under or upon any obligation, covenant or agreement in this Indenture or any Supplemental Indenture, or in any Bond or coupon or because of the creation of any indebtedness hereby secured, shall be had against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer, director, agent or representative of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any predecessor or successor corporation under any rule of law, statute or constitution or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and under-

General
provision

stood that this Indenture and the obligations hereby secured, are solely corporate obligations, and that no such personal liability shall attach to, or be incurred by, such incorporators, subscribers to the capital stock, stockholders, officers, directors, agents or representations of the Company or of any predecessor or successor corporation, or any of them, as such, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or coupons, or implied therefrom, and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such incorporator, subscriber to the capital stock, stockholder, officer or director, as such, whether arising at common law or in equity, or created by rule of law, statute, constitution or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the Bonds and coupons secured hereby.

ARTICLE XX

EVIDENCE OF RIGHTS OF BONDHOLDERS AND OWNERSHIP OF BONDS

Evidence of
action by
Bondholders

Section 20.01. (a) Whenever in this Indenture it is provided that the holders of a specified percentage in aggregate principal amount of the Bonds may take any action (including the making of any demand or request, the giving of any notice or consent, or the taking of any other action) the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced (i) by any instrument or any number of instruments of similar tenor executed by Bondholders in person or by attorney appointed in writing, or (ii) by the record of the Bondholders voting in favor thereof at any meeting of Bondholders duly called and held in accordance with the provisions of *Article XVI*, or (iii) by a combination of such instrument or instruments and any such record of such a meeting of Bondholders.

Proof of
execution

(b) Proof of the execution of any such instrument, or of a writing appointing any such attorney, or of the holding by any Person of any of the Bonds or coupons shall, subject to *Section 14.01*, *Section 14.02*, and *Section 14.07*, be sufficient for any purpose of this Indenture (except as otherwise expressly provided) if made in the following manner:

(i) the fact and date of the execution by any Person of any instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which such notary public or officer purports to act, that the person signing such instrument or writing acknowledged to such notary public or officer the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary public or officer;

Certificate of
notary public
or other
acknowledgment

(ii) the amount of Bonds transferable by delivery, and the series and serial numbers thereof, held by such Person, and the date of such Person's holding such Bonds, may be proved either by exhibiting such Bonds themselves or by a certificate executed by any trust company, bank, banker or other depository wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such Person had on deposit with or exhibited to such depository, the Bonds described in such certificate. Each such certificate shall be dated and shall state that on the date thereof a Coupon Bond or Bonds bearing a specified serial number or numbers were deposited with or exhibited to such depository by the Person named in such certificate. No such certificate shall continue to be effective if (A) a certificate bearing a later date issued in respect of the same Bond shall be produced, or (B) the Bond specified in such certificate (or a Coupon Bond or Bonds issued in exchange or substitution for said Bond) shall be produced, or (C) the Bond specified in such certificate shall be registered as to principal or shall have been surrendered in exchange for a Registered Bond. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of Registered Bonds shall be proved by the register or registers of the Company. The record of any Bondholders' meeting shall be proved in the manner provided in *Section 16.05*.

Exhibiting
Bonds or
certificate

Section 20.02. Neither the Company nor the Trustee shall be bound to recognize any Person as the holder of a Bond unless and until such Bond is submitted for inspection, if required, and the title of such Person to such Bond satisfactorily established, if disputed.

Inspection
of Bonds

Bonds owned by
Company or other
obligor or affiliate
thereof deemed
not to be
outstanding

Section 20.03. In determining whether or not the holders of the requisite aggregate principal amount of Bonds have taken any action under this Indenture, Bonds which are owned by the Company or any other obligor on the Bonds or by any Affiliate of the Company or such obligor shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such action only Bonds which the Trustee knows are so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for purposes of this *Section 20.03*, if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not an Affiliate of the Company or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee made upon the advice of counsel shall be full protection to the Trustee.

Bondholder
may revoke
consent

Section 20.04. At any time prior to (but not after) the evidencing to the Trustee, as provided in *Section 20.01*, of the taking of any action by the holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any holder of a Bond the serial number of which is shown by the evidence to be included in the Bonds the holders of which have taken such action may, by filing written notice with the Trustee at its principal office and upon proof of such holding as provided in *Section 20.01*, revoke such action so far as concerns such Bond. Except as aforesaid any such action taken by the holder of any Bond shall be conclusive and binding upon such holder and upon all future holders of such Bond (and any Bond issued in lieu thereof or exchanged therefor), irrespective of whether or not any notation of such consent is made upon such Bond, and in any event any action taken by the holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action shall be conclusively binding upon the Company, the Trustee and the holders of all the Bonds.

ARTICLE XXI

MISCELLANEOUS

Certificates,
opinions, etc.

Section 21.01. (a) Each certificate or opinion which is specifically required by this Indenture to be delivered to the Trustee with respect to compliance with a condition or covenant contained in this Indenture

shall include (i) a statement that the Person making such certificate or opinion has read such covenant or condition; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of such Person, such Person has made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iv) a statement as to whether or not in the opinion of such Person such condition or covenant has been complied with.

(b) Every request or application by the Company for action by the Trustee shall be accompanied by an Officers' Certificate and an Opinion of Counsel stating in each case that in the opinion of the Person making such certificate or opinion the conditions precedent, if any, to such action, provided for in this Indenture (including any covenants the compliance with which constitutes a condition precedent), have been complied with.

(c) The same officer or officers of the Company, or the same Engineer or counsel or other Person, as the case may be, need not certify to all the matters required to be certified under the provisions of any Article or Section of this Indenture, but different officers, Engineers, counsel or other Persons may certify to different facts respectively.

Section 21.02. Whenever any Person is referred to in this Indenture, such reference shall be deemed to include the successors or assigns of such Person, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustee shall bind and inure to the benefit of the respective successors and assigns of the Company and the Trustee whether so expressed or not.

Successors and
assigns

Section 21.03. If any provision of this Indenture limits, qualifies, or conflicts with another provision of this Indenture which is required to be included pursuant to any requirements of *Sections 310 to 317, inclusive*, of the TIA, such required provision shall control.

Conflict with TIA

Section 21.04. Wherever reference is made in this Indenture to the TIA, such reference is made to the TIA as it was in force on the date of the execution of this Indenture.

TIA construed as
in effect on
date hereof

Titles,
Table of
Contents, etc.

Section 21.05. The titles of the Articles, the table of contents and the marginal annotations in this Indenture shall not be deemed to be part of this Indenture.

Counterparts

Section 21.06. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its Chairman of the Board, Chief Executive Officer, President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries, and UNITED MISSOURI BANK OF KANSAS CITY, N.A., to evidence its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

KANSAS CITY POWER & LIGHT
COMPANY

By: ARTHUR J. DOYLE

Title: President

[Corporate Seal]

Attest:

JEANIE S. LATZ
Assistant Secretary

UNITED MISSOURI BANK OF
KANSAS CITY, N.A.

By: CHRISTY J. SMITH

Title: Vice President

[Corporate Seal]

Attest:

WILLIAM BLOEMKER
Assistant Secretary

STATE OF MISSOURI }
 COUNTY OF JACKSON } ss.:

On this 24th day of November, 1986, before me appeared ARTHUR J. DOYLE, to me personally known, who, being by me duly sworn, did say that he is the President of Kansas City Power & Light Company, a corporation described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said ARTHUR J. DOYLE acknowledged said instrument to be the free act and deed of said corporation.

 RUTH BUTLER
 Notary Public

STATE OF MISSOURI }
 COUNTY OF JACKSON } ss.:

On this 24th day of November, 1986, before me appeared CHRISTY J. SMITH, to me personally known, who, being by me duly sworn, did say that she is the Vice President of United Missouri Bank of Kansas City, N.A., a national banking association described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the association seal of said national banking association, and that said instrument was signed and sealed on behalf of said national banking association by authority of its board of directors, and said CHRISTY J. SMITH acknowledged said instrument to be the free act and deed of said national banking association.

 RUTH BUTLER
 Notary Public

REAL ESTATE IN MISSOURI

All the following described real estate of the Company situated in the State of Missouri:

CARROLL COUNTY

(1) Substation No. 18 Leta, Missouri Highway 139 & U.S. Highway 24: Beginning at a point 30 feet south and 15 feet east of the northwest corner of the northwest quarter of Section 36, Township 53, Range 22; thence due South 178.72 feet; thence due East 193.72 feet; thence due North 178.72 feet; thence due West 193.72 feet along the right-of-way of U.S. Highway No. 24 to the place of beginning, all in the northwest corner of the northwest quarter of Section 36, Township 53, Range 22, Carroll Co., Mo.

(2) Substation No. 104 Carrollton, 1 Mile North & East of Carrollton: A tract of land described as follows: Beginning at the southwest corner of the northwest quarter of the southwest quarter of Section 22, Township 53, Range 23, in Carroll County, Missouri; thence East along the south line of said quarter quarter section, a distance of 415 feet; thence North four hundred 447 feet; thence West 415 feet to a point on the west line of aforesaid quarter quarter section; thence South to point of beginning, except any part of above described land in the public road, all in Carroll County, Missouri.

(3) Substation No. 103 East Carrollton, on U.S. Highway 24 East of Carrollton: Beginning on a line which is parallel to and 230 feet east of the west line of the east one-half of the southwest quarter of Section 34, Township 53, Range 23, Carroll County, Missouri, at its point of intersection with the southerly line of U.S. Highway 24, thence South 165 feet, thence East 200 feet, thence North to the southerly line of Highway 24, thence Westerly along the said southerly line of the highway to the point of beginning.

(4) Substation No. 116 Bogard, on U.S. Highway 65 North of Carrollton: A tract of land 200 feet by 200 feet located in the southeast portion of the northeast quarter of Section 33, Township 54, Range 23, Carroll County, Missouri, described as follows: Beginning at the intersection of the west line of U.S. Route 65 and the north line of a public road which extends along the east-west center line of said Section 33; thence West along said north Road line a distance of 200 feet; thence North, parallel with the said west line of U.S. Route 65 a distance of 200 feet; thence East parallel with the said north Road line to the said west line of U.S. Route 65, thence South along said west line of U.S. Route 65 to the point of beginning.

CHARITON COUNTY

(5) Substation No. 19 Polk Street, Mulberry & Polk Streets in Brunswick: Lots 1,2,3,7,8,9,10,11 and 12, Block 22, Western Add., Brunswick, Mo., also a strip of ground 20 feet wide lying on the east side of said lots which was a part of the public street and extending the full length of said lots. See Abstract of Title for Plat No. 44.

ALSO at a point 20 ft. east of the northeast corner of Block 22, Western Add., Brunswick, Mo., thence East 20 feet, thence South parallel to east line of Block 22 to Grand River, thence West 20 feet, thence North parallel to east line of Block 22 to place of beginning. See back of Page 93 of Abstract of Title for Plats #32 and #33.

ALSO at a point 40 feet west of the northwest corner of Block 23, Western Add., Brunswick, Mo., thence East 40 feet to northwest corner of Block 23, thence South along west line of Block 23, 12 feet, thence East 1.42 feet, thence South 34 feet, thence West 0.67 feet to west line of Block 23, thence continue West 6 feet, thence South parallel to west line of Block 23, 25 feet, thence West 14 feet, thence South parallel to west line of Block 23, to Grand River, thence West 20 feet, thence North parallel to west line of Block 23 to place of beginning. See back of Page 52 of Abstract of Title for Plats #32 and #33.

ALSO at northwest corner Block 23, Western Add., Brunswick, Mo., thence South along west line of Block 23, 12 feet, thence East 1.42 feet, thence South 34 feet, thence West 6.67 feet, thence South parallel to west line of Block 23, 25 feet, thence from this point as a start run South parallel to west line of Block 23, 24 feet, thence West 14 feet, thence North 24 feet, thence East 14 feet to place of beginning. See back of Pages 49 and 50 of Abstract of Title for Plats #32 and #33:

(6) Service Center Brunswick, at U.S. Highway 24 & Missouri Highway 11 in Brunswick: All that portion of the southwest quarter of Section 3, Township 53, Range 20, Chariton County, Missouri, more particularly described as follows: Beginning at the west quarter corner of Section 3, Township 53, Range 20, Chariton County, Mo., a spike (found) in the pavement of State Route 11, said point reset according to Missouri State Highway Department Information recorded in SRB 6, Page 30, Office of the Chariton County Recorder (OCCR), thence along the west line of said Section 3, South 2° 00' 20" West, 1988.6 feet to the intersection with the center line of the main track of the N & W Railroad, thence along said center line, South 74° 32' 10" East, 1018.5 feet, thence North 15° 58' 30" East, 25 feet to the northerly right-of-way line of said N & W Railroad and the true point of beginning: (2" iron pipe found North 15° 58' 30" East, 27.1 feet and accepted as a point established on the east line of Schuchmann 201/470), thence North 15° 58' 30" East, 1233.0 feet to a set 1/2" iron rod, on the south right-of-way line of U.S. Route 24, thence along said

south right-of-way line, North 54° 43' 30" West, 312.6 feet to a set 1/2" iron rod, thence leaving said south right-of-way line, South 15° 58' 30" West 1,284.0 feet to a set 1/2" iron rod on the north right-of-way line of the N & W Railroad (right-of-way being 80 feet wide at that point), thence along said North right-of-way line,

- (1) South 74° 32' 10" East, 135.2 feet to a set 1/2" iron rod,
- (2) South 15° 27' 50" West, 55.0 feet to a set 1/2" iron rod,
- (3) South 74° 32' 10" East, 159.4 feet to the true point of beginning.

(7) Substation No. 20 Dalton, at Walnut Street & Wabash R.R. R/W in Dalton: Beginning at the point where the north and south quarter section line of Section 13, Township 53, Range 19, intersects the south line of the Wabash Railroad Company right-of-way, this point being 1096.4 feet south of the center of said Section 13; thence along the south line of said right-of-way North 82° West 233.8 feet; thence South 40 feet; thence South 82° East on a line parallel to said right-of-way 233.8 feet to the quarter section line; thence North 40 feet to the place of beginning.

(8) Substation No. 21 Keytesville, U.S. Highway 24 East of Keytesville: Beginning at a point on the south line of the right-of-way of U.S. Highway 24, 17.31 chains west of and 12.24 chains north of the center of Section 3, Township 53, Range 18 in Chariton County, Mo., this point being on the property line between A.C. Drace Estate and M.V. Heuchan, thence along said property line South 6° 35' East, 80.0 feet; thence North 83° 25' East, 70.0 feet; thence North 6° 35' West, 51.5 feet to the south line of U.S. Highway 24; thence North 74° 26' West, 75.6 feet to the point of beginning.

(9) Substation No. 42 Brunswick, U.S. Highway 24 West of Brunswick: That part of the south one-half of the northeast quarter of Section 4, Township 53, Range 20, Chariton County, Missouri, described as follows: Beginning on the south line of the south one-half of the northeast quarter of Section 4 with its intersection with the easterly line of the right-of-way of the Wabash Railroad Company (Brunswick to Omaha Branch), thence East along the south line of the said northeast quarter of Section 4 a distance of 600 feet, thence North 420 feet, thence West parallel to the south line of the said northeast quarter to the easterly right-of-way line of the Wabash Railroad Company, thence Southeasterly along the easterly line of said right-of-way to point of beginning.

(10) Substation No. 83 Salisbury, on U.S. Highway No. 24 and Mo. Highway No. 5 West of Salisbury: A tract of land in the west one-half of the southwest quarter of Section 8, Township 53, Range 17, Chariton County, Missouri, described as follows: Beginning at a point that is 1415.2 feet north of and 21.6 feet west of the southeast corner of the

west one-half of the southwest quarter of said Section 8, thence North parallel to the east line of the west one-half of the southwest quarter of Section 8, a distance of 200 feet, thence West a distance of 525 feet, thence South 200 feet, thence East 525 feet to point of beginning.

(11) Substation No. 36 Orange Street, 710 East Chestnut in Brunswick: The north 150 feet of Lot One, Block Five, Price's Addition to the City of Brunswick, Chariton County, Missouri.

(12) Substation No. 60 Chariton, U.S. Highway 24 West of Salisbury: A tract of 100' x 100' adjoining the northerly right-of-way line of U.S. Route 24, in the northwest quarter of the northeast quarter of Section 9, Township 53, Range 17, as described as follows: Beginning at a point on the said northerly right-of-way line of U.S. Route 24 which is 234 feet northeasterly from the north-south center line of said Section 9, measured along the center line of said U.S. Route 24, such point being the southwest corner of the said tract; thence Northwesterly the distance of 100 feet at right angle to the said center line of U.S. Route 24; thence Northeasterly parallel with the said northerly right-of-way line of U.S. Route 24 a distance of 100 feet; thence Southeasterly at right angle to the said center line of U.S. Route 24 a distance of 100 feet, to the said northerly right-of-way line of U.S. Route 24; thence Southwesterly along said northerly right-of-way line of U.S. Route 24 a distance of 100 feet to the point of beginning.

CLAY COUNTY

(13) Future Service Center Northland, Baughamm & Barry Roads, Kansas City: The west 50 feet of Lot 5, Block 2, of the Original Town of Barry, a subdivision of land in Kansas City, Clay County, Missouri.

ALSO a tract of land in the southwest fractional quarter of Section 10, Township 51, Range 33, Kansas City, Clay and Platte Counties, Missouri, described as follows: Beginning at the southwest corner of Lot 5, Block 2, Original Town of Barry, thence South $89^{\circ} 32' 37''$ East along the south line of Original Town of Barry, a distance of 50 feet, thence deflecting right at an angle of $89^{\circ} 40'$ from the last described course a distance of 200 feet, thence deflecting right at an angle of $90^{\circ} 20'$ from the last described course, a distance of 50 feet, thence deflecting left at an angle of $90^{\circ} 20'$ from the last described course a distance of 848 feet, thence deflecting left at an angle of $89^{\circ} 40'$ from the last described course a distance of 500 feet, thence deflecting right at an angle of $89^{\circ} 40'$ from the last described course a distance of 1402.98 feet to the south line of said southwest fractional quarter of said Section 10, thence West along the south line of said southwest fractional quarter of said Section 10, a distance of 1045 feet to the east line of Baughamm Road, as now established, thence North $0^{\circ} 06' 23''$ East along the east line of

said Baughamm Road, a distance of 990.85 feet, thence Northerly along the east line of said Baughamm Road on a curve to the left, having a radius of 1175.92 feet, a distance of 315.42 feet, thence North 15° 15' 44" West along the east line of said Baughamm Road, a distance of 457.51 feet, thence Northerly along the east line of said Baughamm Road on a curve to the right, having a radius of 379.26 feet, a distance of 264.11 feet, thence North 24° 38' 16" East along the east line of said Baughamm Road a distance of 130.21 feet, thence Northerly along the east line of said Baughamm Road on a curve to the left having a radius of 316.48 feet, a distance of 135.50 feet, thence North 0° 06' 23" East along the east line of said Baughamm Road a distance of 204.67 feet, thence East along the south line of Blocks 1 and 2 of the Original Town of Barry, a distance of 605 feet to the point of beginning.

(14) Substation No. 10 Birmingham, 7th & Wabash, Kansas City: All that part of the northeast quarter of the northeast quarter of Section 11, Township 50, Range 32, Clay County, Missouri, described as follows: Beginning at the southeast corner of said quarter quarter section; thence North along the east side of said quarter quarter section 1095.99 feet to a point on the southeasterly line of the right-of-way of the Milwaukee and C.R.I. & P. Railroads; thence Southwesterly along said Railroad right-of-way line to a point on the south line of said quarter quarter section which is 1081.72 feet west of the southeast corner of said quarter quarter section; thence East along the south line of aforesaid quarter quarter section 1081.72 feet to the point of beginning except the northwesterly 50 feet thereof being a 50 foot strip of land lying parallel with and adjacent to the southeasterly line of the Railroad right-of-way above referred to.

(15) Training Center Pin Oaks, 5700 N. Eugene Fields Road, Claycomo: A part of the southwest quarter of the southwest quarter of Section 28, Township 51, Range 32, in Kansas City, Clay County, Missouri, described as follows: Beginning at a point which is 170.89 feet south of the northeast corner of said quarter quarter section; thence West at right angles to the east line of said quarter quarter section a distance of 400 feet; thence South at right angles to the last said course a distance of 1007.86 feet to the center line of the pavement on the public highway; thence Northeasterly along the center line of said pavement to a point due south of the point of beginning, marked by a cross in the center of said pavement; thence North 730.61 feet to the beginning.

(16) Lower Crossing Hawthorn, Missouri River & Hawthorn Plant, Kansas City: Beginning at a point which is 320 feet east and 611.8 feet south of the northwest corner of the south one-half of the southeast quarter of the northeast quarter of Section 15, Township 50, Range 32, Clay County, Missouri; thence South 48° 01' 15" West a distance of 253.55 feet to the landward or northeasterly line of the Birmingham Drainage District Levee right-of-way; thence South

47° 35' 45" East along said Levee right-of-way line a distance of 321.7 feet; thence North 48° 01' 15" East a distance of 260 feet; thence North 3° 01' 15" East a distance of 191.1 feet; thence North 41° 58' 45" West a distance of 185 feet; thence South 48° 01' 15" West a distance of 173.15 feet to the point of beginning.

(17) Substation No. 52 Claycomo, Ravena Road & Wabash RR R/W, Claycomo: A tract of land located in the southwest quarter of the northeast quarter Section 27, Township 51, Range 32, Clay County, Missouri, more particularly described as follows to-wit: Beginning at a point in the east and west center line of said Section 27 distance 60.10 feet east of the center of said Section 27; thence Northeasterly along a line that deflects to the left 50° 39' from the said east and west center line a distance of 354.66 feet, more or less, to point in the southerly line of a tract of land sold to Wabash Railroad Company by deed dated July 30, 1951, and recorded in the office of Recorder of Deeds for Clay County, Missouri, in Book 454, Page 488; thence Southeasterly at right angles along said southerly line of tract conveyed to Wabash Railroad Company a distance of 150 feet, more or less, to a 90° angle in said southerly property line of tract conveyed to Wabash Railroad Company; thence Southwesterly at right angles a distance of 231.67 feet, more or less, to a point in the said east and west center line of said Section 27; thence West along said east and west center line a distance of 193.98 feet, more or less, to the point of beginning.

ALSO a tract of land located in the southwest quarter of the northeast quarter and the southeast quarter of the northwest quarter of Section 27, Township 51, Range 32, Clay County, Missouri, more particularly described as follows: Beginning at the center of said Section 27, thence East along the south line of the northeast quarter of said section a distance of 60.10 feet to the southwest corner of a tract of land conveyed to Kansas City Power & Light Company by deed dated September 26, 1951; thence along a line that deflects 50° 39' to the left from the last described line a distance of 354.66 feet, to the most westerly corner of a tract of land conveyed to Norfolk and Western Railway Company by deed recorded in Book 931 at Page 336 in Clay County Records; thence along a line that deflects 90° to the left from the last described line a distance of 177.25 feet, more or less, to a point in the southerly line of a tract of land designated as "Parcel 5" conveyed to Wabash Railroad Company by deed recorded in Book 454 at Page 488 in Clay County Records; thence along a line that deflects 13° 23' to the left from the last described line a distance of 170.23 feet, more or less, along the said southerly line of said Parcel 5 conveyed by said deed recorded in Book 454 at Page 488 to a point on the north-south center line of said Section 27, said point being 461.11 feet North of the center of said Section 27, measured along said north-south center line, said point also being the most southeasterly corner of a tract of land designated as "Parcel 6" conveyed by said deed recorded in Book 454 at Page 488; thence along a line that

deflects $28^{\circ} 25'$ to the left from the last described line a distance of 80.04 feet along the southerly line of said Parcel 6 conveyed by said deed recorded in Book 454 at Page 488 to a point; thence along a line that deflects $88^{\circ} 12'$ to the left from the last described line a distance of 457.69 feet to a point in the south line of the northwest quarter of said Section 27; thence East along the said south line of said northwest quarter of said Section 27 a distance of 80 feet to the point of beginning.

(18) Substation No. 94 North Kansas City, 301 East 9th, North Kansas City: All of Lots 60 through 68 inclusive, and a portion of Lots 59 and 69, Midway Annex Addition, a subdivision of land in North Kansas City, Clay County, Missouri and a part of the southwest quarter of the southeast quarter of Section 23, Township 50, Range 33, more particularly described as follows: Commencing at the northwest corner of the southwest quarter of said southeast quarter; thence South 0° East, along the west line of the southwest quarter of said southeast quarter (this bearing and all subsequent bearings are based on said west line bearing south 0° east) a distance of 380 feet; thence South $89^{\circ} 47'$ East, a distance of 50 feet to a point on the easterly right-of-way line of Swift Street, as now established; thence continuing South $89^{\circ} 47'$ East, along a line 380 feet south of and parallel with the north line of the southwest quarter of said southeast quarter, a distance of 176.19 feet, to the westerly line of a 17 foot strip of land reserved for Railroad right-of-way; thence South 0° East, along said westerly right-of-way, a distance of 12 feet; thence South $89^{\circ} 47'$ East, along a line 392 feet south of and parallel with the north line of the southwest quarter of said southeast quarter, a distance of 221.68 feet, to a point on the northwesterly right-of-way line of the North Kansas City Bridge and Railroad Company's Industrial Lead Track; thence Southwesterly, along said northwesterly right-of-way line and along a curve to the right having a radius of 411.10 feet, a central angle of $15^{\circ} 15' 36''$ and whose initial tangent bearing is South $24^{\circ} 08' 15''$ West, an arc distance of 109.49 feet; thence South $39^{\circ} 23' 51''$ West, along said northwesterly right-of-way line, a distance of 150 feet; thence Southwesterly, along said northwesterly right-of-way line and along a curve to the right having a radius of 1910.10 feet, a central angle of $9^{\circ} 52' 59''$ and whose initial tangent bearing is South $43^{\circ} 13' 37''$ West, an arc distance of 329.47 feet (meas.) 329.76 feet, more or less (deed), to a point on the easterly right-of-way line of said Swift Street; thence North 0° East, along said easterly right-of-way line, a distance of 441.70 feet, to the point of beginning.

ALSO a tract of land 50 feet in width, being a part of the southwest quarter of the southeast quarter of Section 23, Township 50, Range 33, in the City of North Kansas City, Clay County, Missouri, described as follows: Beginning on the west line of said quarter quarter Section 23, at the point of intersection of the south right-of-way line of 9th Avenue, as now established; thence East along the easterly

extension of the aforesaid south line of 9th Avenue, a distance of 50 feet; thence South along a line 50 feet east of and parallel to the west line of said quarter quarter Section 23, to its intersection with the northerly line of the Burlington Northern Railroad Industrial Lead Tract (formerly North Kansas City Bridge and Railroad Company's Industrial Lead Tract); thence Southwesterly along said Railroad's northerly line to its intersection with the aforesaid west quarter quarter section line; thence North along the west line of said quarter quarter section to the point of beginning.

(19) Future Turbine Generating Site Randolph, Birmingham & Eldon, Kansas City: All that part of Section 10, Township 50, Range 32, Clay County, Missouri, and that part of Fractional Section 15, Township 50, Range 32, Clay County, Missouri, described as follows: Beginning at a point on the southerly line of the right-of-way of Missouri State Highway No. 210 (as now established), said point being 1692.1 feet west of the east line of said Section 10, thence South along a line which is 1692.1 feet west of and parallel with the east line of Section 10 to the south line of said Section 10, thence continuing South along the last described course into said Section 15 to a point in a line which is 500 feet northwesterly of the northwesterly line of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad and the Chicago, Rock Island & Pacific Railroad (as measured at a right angle), thence Southwesterly along a line which is 500 feet northwesterly of and parallel with the northwesterly line of said Railroad right-of-way to a point in the northerly line of the right-of-way of the Birmingham Drainage District as described in Document No. A-032951 in the Office of the Recorder of Deeds, Clay County, Missouri, thence Southeasterly along the northerly line of said Birmingham Drainage District right-of-way to the northwesterly line of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad and the Chicago, Rock Island & Pacific Railroad, thence continuing Northeasterly along said Railroad right-of-way to a point on the west line of the county road (now known as Eldon Road) right-of-way, said county roads westerly right-of-way being 462.1 feet west of the south east corner of Section 10, said point being 50.5 feet south of the south line of Section 10, on the westerly right-of-way of said county road, thence continuing due North parallel to the east line of Section 10 a distance of 974.26 feet to the south right-of-way of Missouri State Highway No. 210, as now established thence Northwesterly along said Missouri State Highway No. 210 to point of beginning.

(20) Substation No. 78 Gladstone, 2101 East 72nd Street North, Gladstone: A tract of land consisting of the west half of the northeast quarter of the northeast quarter of the northeast quarter of Section 24, Township 51, Range 33, Clay County, Missouri.

ALSO a tract of land in the south half of the northwest quarter of the northeast quarter of Section 24, Township 51, Range 33, Clay County, Missouri, described as follows: Beginning at the northeast

quarter of the southeast quarter of the northwest quarter of the northeast quarter of the said Section 24, thence South along the east line of the west half of the southeast quarter of the northwest quarter of the northeast quarter of said Section 24 a distance of 473.8 feet, thence right at an angle of 91° 24' from the last described course a distance of 217.35 feet, thence right at an angle of 64° 58' 30" from the last described course a distance of 147.25 feet, thence left at an angle of 69° 18' from the last described course a distance of 184.5 feet, thence right at an angle of 18° 56' from the last described course a distance of 140.6 feet, thence right at an angle 90° 21' from the last described course a distance of 59.6 feet, thence left at an angle of 44° 21' from the last described course a distance of 77.8 feet, thence right at an angle of 37° 11' from the last described course a distance of 195.3 feet to the north line of the south half of the northwest quarter of the northeast quarter of said Section 24, thence East along the north line of the south half of the northwest quarter of the northeast quarter of said Section 24 to the point of beginning.

(21) Substation No. 27 Avondale, 3150 Walker Road, North Kansas City: A tract of land in Section 13, Township 50 north, Range 33 west and Sections 7 and 18, Township 50, Range 32, Clay County, Missouri described as follows: Beginning at the northeast corner of northeast quarter of Section 13, Township 50, Range 33, thence West along the north line of said quarter Section a distance of 218.86 feet, thence South, parallel with the east line of said quarter section a distance of 710 feet to the north line of a tract of land described in a certain deed to the City of North Kansas City, Missouri, dated May 22, 1956, recorded in Book 549 at Page 597 in the office of the Recorder of Deeds for Clay County at Liberty, Missouri, thence East along the north line of said City of North Kansas City, Missouri, tract to the westerly line of the right-of-way of Missouri State Highway No.10 (as now established), thence Northerly along the westerly line of the right-of-way of said Missouri State Highway No. 10 to the north line of the northwest quarter of Section 18, Township 50, Range 32, thence West along the north line of said quarter section a distance of 198.76 feet, thence Northwesterly to a point which is 20 feet north of the south line and 174 feet east of the west line of the southwest quarter of Section 7, Township 50, Range 32, thence West parallel with the south line of the said quarter section to the east line of the northeast quarter of Section 13, Township 50, Range 33, thence North along the east line of said quarter section to the point of beginning.

(22) Substation No. 64 Nashua, 101 West 132nd Street North, Kansas City: All that part of the north half of the southwest quarter of Section 11, Township 52, Range 33, lying on the south side of 132nd Street north running east and west through said Section 11, in Kansas City, Clay County, Missouri.

Less, a tract of land being a part of the north half of the southwest quarter of Section 11, Township 52, Range 33, in Clay County, Missouri, described as follows: Beginning at a point which is 225.6 feet south of the north line and 614.34 feet east of the west line of the said half quarter section; thence Easterly along the center line of N.E. 132nd Street and parallel with the north line of said half quarter section a distance of 400 feet; thence South and parallel with the west line of said half quarter section a distance of 464 feet, thence West and parallel with the north line of said half quarter section a distance of 400 feet; thence North and parallel with the west line of said half quarter section to the point of beginning.

HENRY COUNTY

(23) Montrose Steam Electric Generating Station and Lake, Montrose, Missouri: The south half of the south half of the southeast quarter of the southeast quarter of Section 27, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO the south half of the south half of the south half of the southwest quarter of Section 26, Township 41, Range 28 of the 5th principal meridian.

ALSO the south half of the south half of the southwest quarter of the southeast quarter of Section 26, Township 41, Range 28 of the 5th principal meridian, subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land 70 feet wide, 35 feet on each side, measured at right angles from the following described center line: Beginning at a point 90 feet north of the southeast corner of the southwest quarter of the southeast quarter of said Section 26, thence 700 feet, more or less, Northwesterly to a point 660 feet west of the northeast corner of the south half of the south half of the southwest quarter of the southeast quarter of said Section 26.

ALSO a triangular tract bounded by a line beginning at a point 330 feet north of the southeast corner of the southwest quarter of the southeast quarter of Section 26, Township 41, Range 28 of the 5th principal meridian, thence West 660 feet, thence North $33^{\circ} 41'$ East 1189.85 feet to the northeast corner of said quarter quarter section, thence South 990 feet to the point of beginning, all in Section 26, Township 41, Range 28 of the 5th principal meridian, subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land 70 feet wide, 35 feet on each side, measured at right angles from the following described center line: Beginning at a point 90 feet north of the southeast corner of the southwest quarter of the southeast quarter of said Section 26, thence 700 feet, more or less, Northwesterly to a point 660 feet west of the northeast corner of the south half of the southwest quarter of the southeast quarter of said Section 26.

ALSO the east half of the southeast quarter of Section 26, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road, and subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land in said Section 26 along the south line of the southeast quarter of the southeast quarter of said Section 26, more particularly described as follows: Beginning at the southeast corner of said Section 26, thence West to the southwest corner of the southeast quarter of the southeast quarter of said Section 26, thence North 200 feet along the west line of the southeast quarter of the southeast quarter of said Section 26, thence Southeasterly 1320 feet, more or less, to the east line of said Section 26, thence South 100 feet to the point of beginning.

ALSO the east half of the northeast quarter of Section 34, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO that part of the north 750 feet of the east half of the southeast quarter of Section 34, Township 41, Range 28 of the 5th principal meridian, described as follows: Beginning at the northeast corner of the southeast quarter of said Section 34, thence South 750 feet, thence West 990 feet to the center of Deepwater Creek, thence in a northwesterly direction up a tributary of Deepwater Creek, the following calls, North 39° 30' West 106 feet, South 62° 10' West 75 feet, North 54° 40' West 235 feet, South 73° 45' West 112 feet, thence, leaving said tributary, North 604 feet to the northwest corner of the east half of the southeast quarter of said Section 34, thence East 1320 feet to the point of beginning, all in Section 34, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO the north half of Section 35, Township 41, Range 28 of the 5th principal meridian, except a strip of land in the northeast portion of said tract described as follows: Beginning at the northeast corner of said Section 35, thence South 875 feet along the east line of said Section 35, thence West 100 feet, thence North 875 feet to the north line of said Section 35, thence East 100 feet along the north line of said Section 35 to the point of beginning, all in Section 35, Township 41, Range 28 of the 5th principal meridian, and subject to a right-of-way and Easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A triangular area along the north line of the northeast quarter of the northeast quarter of said Section 35, beginning at the northeast corner of said Section 35, thence South 50 feet, more or less, along the east line of said Section 35, thence Northwesterly 1320 feet, more or less, to the northwest quarter of the northeast quarter of said Section 35, thence East along the north line of said Section 35 to the point of beginning.

ALSO the north 750 feet of the northwest quarter of the southwest quarter of Section 35, Township 41, Range 28 of the 5th principal meridian.

ALSO the northeast quarter of the southwest quarter of Section 35, Township 41, Range 28 of the 5th principal meridian.

ALSO the northwest quarter of the southeast quarter of Section 35, Township 41, Range 28 of the 5th principal meridian.

ALSO the east half of the southeast quarter of Section 35, Township 41, Range 28 of the 5th principal meridian, except 24.84 acres more or less in the southeast portion of said tract described as follows: Beginning at the southeast corner of Section 35, Township 41, Range 28 of the 5th principal meridian, thence North 1640 feet along the east line of said Section 35, thence West 660 feet, thence South 1640 feet, thence East 660 feet along the south line of said Section 35 to the point of beginning, all in Section 35, Township 41, Range 28 of the 5th principal meridian.

ALSO a perpetual easement to flood and otherwise damage as a result of the construction, operation and maintenance of the dam, power plant and works appurtenant thereto, and a perpetual easement of ingress and egress, of entrance and re-entrance and of clearance of brush, trees and other growth in and to the following described tract: Beginning at the northeast corner of Section 35, Township 41, Range 28 of the 5th principal meridian, thence South 875 feet along the east line of said Section 35, thence West 100 feet, thence North 875 feet to the north line of said Section 35, thence East 100 feet along the north line of said Section 35 to the point of beginning, all in Section 35, Township 41, Range 28 of the 5th principal meridian.

ALSO approximately 24.84 acres described as bounded by a line starting at the southeast corner of Section 35, Township 41, Range 28, thence proceeding North 1640 feet, thence West 660 feet, thence South 1640 feet, thence East 660 feet to the starting point.

ALSO the northwest quarter of the southeast quarter of Section 25, Township 41, Range 28 of the 5th principal meridian.

ALSO 18 acres of equal width from east to west off the east side of the southwest quarter of the northeast quarter, except that part of the above described tract now in a public road, and except 2 acres more or less in the northwest corner of said 18-acre tract, for church and cemetery, all in Section 25, Township 41, Range 28 of the 5th principal meridian.

ALSO the southeast quarter of the northeast quarter of Section 25, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO a triangular tract bounded by a line beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 25, Township 41, Range 28 of the 5th principal meridian, thence North 20 rods, thence in a Southwesterly direction to a point 35 rods west of the southeast corner of said quarter quarter section, thence East 35 rods to the point of beginning, all in Section 25, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO the east half of the southeast quarter of Section 25, Township 41, Range 28 of the 5th principal meridian.

ALSO the west half of the northwest quarter of Section 30, Township 41, Range 27 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO the southwest quarter of Section 30, Township 41, Range 27 of the 5th principal meridian, subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A triangular area in the southwest quarter of said Section 30, beginning at the southeast corner of said southwest quarter, thence Westerly 300 feet along the south line of said southwest quarter, thence Northeasterly 306 feet, more or less, to a point in the east line of said southwest quarter, thence South 60 feet to the point of beginning.

ALSO the southwest quarter of the southeast quarter of Section 30, Township 41, Range 27 of the 5th principal meridian, subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land 40 feet wide lying immediately north of a tract described as the south 100 feet of the west half of the southeast quarter of said Section 30, and subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land in said Section 30, being the south 100 feet of the west half of the southeast quarter of said Section 30.

ALSO the southeast quarter of the southwest quarter of Section 29, Township 41, Range 27 of the 5th principal meridian, except that part of the above described tract now in a public road, and subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land in said Section 29, being the south 100 feet of the east half of the southwest quarter of said Section 29.

ALSO the southwest quarter of the southeast quarter of Section 29, Township 41, Range 27 of the 5th principal meridian, except that part of the above described tract now in a public road, and subject to an agreement made and entered into on the first day of July, 1955, by and between the Missouri-Kansas-Texas Railroad Company and Kansas City

Power & Light Company whereby the Light Company has agreed to procure and convey to the Railroad Company by deed in form satisfactory to the Railroad Company a permanent easement or deed to the right-of-way required for certain tracks of the Railroad Company in and over certain property located in said Section 29.

ALSO the southeast quarter of the northeast quarter of Section 29, Township 41, Range 27 of the 5th principal meridian, except that part of the above described tract now in a public road.

ALSO the east half of the southeast quarter of Section 29, Township 41, Range 27 of the 5th principal meridian, except that part of the above described tract now in a public road, and subject to an agreement made and entered into on the first day of July, 1955, by and between the Missouri-Kansas-Texas Railroad Company and Kansas City Power & Light Company whereby the Light Company has agreed to procure and convey to the Railroad Company by deed in form satisfactory to the Railroad Company a permanent easement or deed to the right-of-way required for certain tracks of the Railroad Company in and over certain property located in said Section 29.

ALSO the west half of the southwest quarter of Section 28, Township 41, Range 27 of the 5th principal meridian, subject to an agreement made and entered into on the first day of July, 1955, by and between the Missouri-Kansas-Texas Railroad Company and Kansas City Power & Light Company whereby the Light Company has agreed to procure and convey to the Railroad Company by deed in form satisfactory to the Railroad Company a permanent easement or deed to the right-of-way required for certain tracks of the Railroad Company in and over certain property located in said Section 28.

ALSO the southeast quarter of the southwest quarter of Section 28, Township 41, Range 27 of the 5th principal meridian, subject to an agreement made and entered into on the first day of July, 1955, by and between the Missouri-Kansas-Texas Railroad Company and Kansas City Power & Light Company whereby the Light Company has agreed to procure and convey to the Railroad Company by deed in form satisfactory to the Railroad Company a permanent easement or deed to the right-of-way required for certain tracks of the Railroad Company in and over certain property located in said Section 28.

ALSO all of Section 36, Township 41, Range 28 of the 5th principal meridian, except that part of the above described tract now in a public road, and except a strip of land in the north portion of said Section 36 described as follows: Beginning at the northwest corner of said Section 36, thence East 3972 feet along the north line of said Section 36, thence South 875 feet along the east line of the northwest quarter of the northeast quarter of said Section 36, thence West 3972 feet to the west line of said Section 36, thence North 875 feet along the west line of said Section 36 to the point of beginning,

all in Section 36, Township 41, Range 28 of the 5th principal meridian, and except that portion of the land hereafter described which lies above the 755 foot contour line above mean sea level, which land is in the north portion of said Section 36 and is described as follows: Beginning at a point 496 feet north and 400 feet west of the southeast corner of the northwest quarter of the northeast quarter of said Section 36, thence West 3560 feet to a point on the west line of said Section 36 which lies 496 feet north of the southwest corner of the northwest quarter of the northwest quarter of said Section 36, thence South to the southwest corner of the northwest quarter of the northwest quarter of said Section 36, thence East to the southeast corner of the northwest quarter of the northwest quarter of said Section 36, thence South along the west line of the northwest quarter of the southeast quarter of the northwest quarter of said Section 36 to the southwest corner of the northwest quarter of the southeast quarter of the northwest quarter of said Section 36, thence East to the southeast corner of the northeast quarter of the southeast quarter of the northwest quarter of said Section 36, thence continuing East to the southeast corner of the northwest quarter of the southwest quarter of the northeast quarter of said Section 36, thence East to a point on the south line of the northwest quarter of the northeast quarter of said Section 36 which lies 400 feet west of the southeast corner of the northwest quarter of the northeast quarter of said Section 36, thence North 496 feet to the point of beginning, all in Section 36, Township 41, Range 28 of the 5th principal meridian, and except a tract of land in the southwest portion of said Section 36 described as follows: Beginning at the southeast corner of the southwest quarter of said Section 36, thence North 1080 feet, thence West 1600 feet, thence North 560 feet, thence West 1040 feet, thence South 1640 feet along the west line of said Section 36, thence East 2640 feet along the south line of said Section 36 to the point of beginning, all in Section 36, Township 41, Range 28 of the 5th principal meridian, and subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A triangular parcel of land in said Section 36, described as follows: Beginning at the northeast corner of the northwest quarter of the northeast quarter of said Section 36, thence Southerly along the east line of said northwest quarter 100 feet, thence Northwesterly 412 feet, more or less, to a point in the north line of said northwest quarter, thence Easterly 400 feet, more or less, to the point of beginning, and subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: A parcel of land in said Section 36, being the north 100 feet of the east half of the northeast quarter of said Section 36. A perpetual easement to flood and otherwise damage as a result of the construction, operation and maintenance of the dam, power plant and works appurtenant thereto, and a perpetual easement of ingress and egress, of entrance and re-entrance and of clearance of brush, trees and other growth in and to the

following described tract: Beginning at the northwest corner of said Section 36, thence East 3972 feet along the north line of said Section 36, thence South 875 feet along the east line of the northwest quarter of the northeast quarter of said Section 36, thence West 3972 feet to the west line of said Section 36, thence North 875 feet along the west line of said Section 36 to the point of beginning, all in Section 36, Township 41, Range 28 of the 5th principal meridian.

ALSO the northeast quarter of the northeast quarter of Section 1, Township 40, Range 28 of the 5th principal meridian.

ALSO approximately 77.41 acres described as bounded by a line starting at the southeast corner of the southwest quarter of Section 36, Township 41, Range 28, thence proceeding North 1080 feet, thence West 1600 feet, thence North 560 feet, thence West 1040 feet, thence South 1640 feet, thence East 2640 feet to the starting point, except the east 57.5 feet of the south 1050 feet conveyed to Henry County, Missouri.

ALSO all of Section 31, Township 41, Range 27 of the 5th principal meridian, subject to a right-of-way and easement granted to the Missouri-Kansas-Texas Railroad Company in and over the following described tract: The north 100 feet of the northwest quarter of said Section 31.

ALSO the northwest quarter of the northwest quarter of Section 6, Township 40, Range 27 of the 5th principal meridian.

ALSO the west 30 acres of the southwest quarter of the northwest quarter of Section 6, Township 40, Range 27 of the 5th principal meridian.

ALSO the north 450 feet of the northeast quarter of the northeast quarter of Section 6, Township 40, Range 27, Henry County, Missouri.

ALSO the north 450 feet of the northwest quarter of the northeast quarter of Section 6, Township 40, Range 27, Henry County, Missouri.

ALSO the north 450 feet of the east 435.6 feet of the northeast quarter of the northwest quarter of Section 6, Township 40, Range 27, Henry County, Missouri.

ALSO all of Section 32, Township 41, Range 27 of the 5th principal meridian.

ALSO the west half of Section 33, Township 41, Range 27 of the 5th principal meridian.

ALSO the southwest quarter of the northeast quarter of Section 33, Township 41, Range 27 of the 5th principal meridian.

ALSO the northwest quarter of the southeast quarter of Section 33, Township 41, Range 27 of the 5th principal meridian.

ALSO 10 acres of equal width from east to west off the west side of the southwest quarter of the southeast quarter of Section 33, Township 41, Range 27 of the 5th principal meridian.

ALSO the northwest quarter of the southeast quarter of the northeast quarter of Section 33, Township 41, Range 27 of the 5th principal meridian.

ALSO the west half of the northwest quarter of the northwest quarter of Section 4, Township 40, Range 27 of the 5th principal meridian.

ALSO the northeast quarter of the northwest quarter of the northwest quarter of Section 4, Township 40, Range 27 of the 5th principal meridian.

ALSO the northwest quarter of the northwest quarter of Section 5, Township 40, Range 27 of the 5th principal meridian.

ALSO the east half of the northwest quarter of Section 5, Township 40, Range 27 of the 5th principal meridian.

ALSO a triangular tract bounded by a line beginning at the northeast corner of the northwest quarter of the northeast quarter of Section 5, Township 40, Range 27 of the 5th principal meridian, thence West 300 feet, thence in a Southeasterly direction to a point 700 feet south of the northeast corner of said quarter quarter section, thence North 700 feet to the point of beginning, all in Section 5, Township 40, Range 27 of the 5th principal meridian.

ALSO the east half of the northeast quarter of Section 5, Township 40, Range 27 of the 5th principal meridian, except a strip of land in the southwest portion of said tract described as follows: Beginning at the southwest corner of the southeast quarter of the northeast quarter of said Section 5, thence North 1320 feet to the northwest corner of said quarter quarter section, thence East 400 feet along the north line of said quarter quarter section, thence South 1320 feet to the south line of said quarter quarter section, thence West 400 feet along the south line of said quarter quarter section to the point of beginning, all in Section 5, Township 40, Range 27 of the 5th principal meridian.

ALSO the east one-half of the southwest quarter of the northwest quarter of Section 5, Township 40, Range 27.

ALSO the north 450 feet of the west one-half of the northeast quarter of Section 5, Township 40, Range 27, Henry County, Missouri, excepting that part, which applies, of a tract of land described as beginning at the northeast corner of said one-half quarter section, thence South along the east line of said one-half quarter section a distance of 700 feet, thence Northwesterly to a point on the north line of said one-half quarter section which is 300 feet west of the northeast corner thereof, thence East along the north line of aforesaid one-half quarter section to the point of beginning.

HOWARD COUNTY

(24) Substation No. 25 Glasgow, 2nd & LaFayette, Glasgow: All of Lots 1, 2, 3 and 4 in Block 13 in the City of Glasgow, Howard County, Missouri.

JACKSON COUNTY

(25) Substation No. 74 Turbine Generating Site & General Plant Northeast, 900 North Olive, Kansas City: Commencing at a point on the north line of Nicholson Avenue in Kansas City, Missouri, 60.0 feet southwesterly of the intersection of said north line of Nicholson Avenue with the west line of Lot 64 in the sub-division lands of Joseph Guinotte, adjoining the City of Kansas City; thence Northwesterly parallel to and 60.0 feet distance from said Lot 64 a distance of 490.0 feet to the point of beginning of the Tract of Land; thence continuing the last described course, 516.39 feet more or less, to a point being 100.0 feet distant southerly measured perpendicularly, from the United States Harbor Line, as established by the survey of 1904; thence Southwesterly and parallel with and 100.0 feet distance from said Harbor Line 1700.0 feet to a point; thence Southeasterly at an angle of 90° 00' to the last described course 600.0 feet to a point; thence Northeasterly at an angle of 90° 00' to the last described course 1543 feet more or less, to a point 490.0 feet measured at right angles from the northerly line of Nicholson Avenue; thence Northeasterly parallel with said Nicholson Avenue and 490.0 feet from the northerly line thereof 342.95 feet more or less, to the point of beginning.

ALSO commencing at a point on the northerly line of Nicholson Avenue, in Kansas City, Missouri, 60.00 feet southwesterly from the intersection of said northerly line of Nicholson Avenue with the westerly line of Lot 64, in the sub-division of lands of Joseph Guinotte; thence Northwesterly parallel with and 60.00 feet distance from the westerly line of said Lot 64, a distance of 450.00 feet, to a point in the northerly right-of-way line of the Kansas City Southern Railroad Company, said point being the point of beginning of said tract of land to be described; thence in a Northwesterly direction on the last described course a distance of 40.00 feet, said point being the southeasterly property corner of the Kansas City Power & Light Company,

thence in Southwesterly direction making an angle of 90° 00" to last described course, on the southerly property line of the Kansas City Power & Light Company a distance of 342.95 feet; thence in a Southwesterly direction making an angle of 19° 02' 05" to the right from the last described course produced, and on the southerly property line of the Kansas City Power & Light Company, a distance of 1544.22 feet to a point at the southwesterly property corner of said Kansas City Power & Light Company; thence in a Southeasterly direction making an angle of 90° 00' to last described course, a distance of 498.26 feet, to a point in the northerly right-of-way line of the Kansas City Southern Railroad Company, thence in a Northeasterly direction on the northerly right-of-way line of the Kansas City Southern Railroad Company on a curve concave northwesterly having a radius of 5610.65 feet and a central angle of 9° 13' 43" a distance of 903.49 feet to a point 450.00 feet northerly measured at right angles from the northerly line of Nicholson Avenue; thence in a Northeasterly direction on the northerly right-of-way line of said Kansas City Southern Railroad Company, parallel with and 450.00 feet distance northerly from the northerly line of Nicholson Avenue a distance of 1065.44 feet to point of beginning.

(26) Substation No. 15 & Coal Yard Grand Avenue, 2nd & Grand, Kansas City: North 20 feet of Lot 42, Block 4. South 40 feet of Lot 17. All of Lots 20, 21, 24, 25, Block 3. All of Lots 211, 212, 213 and 214, Block 22. All of Lots 50, 51, 52 and 53, Block 5. That part of Lot 49, Block 5 lying south of the Chicago & Alton Railroad right-of-way. All of Lots 54, 55, 56, 57, 58, 59, 62, 63, 64, 65 & 66, Block 6. All of vacated Spring Street lying between Lot 53, Block 5 and Lot 211, Block 22. All of vacated First Street lying between Block 6 on the south and Blocks 5 and 22 on the north and extending from Walnut Street to Grand Avenue. All of the vacated alleys adjacent and reverting to the above described lots in Blocks 3, 5 and 6. All the above described lots and blocks are in "Old Town", Kansas City, Missouri.

(27) Substation No. 915 & Steam Heating Station Grand Avenue, 2nd & Grand, Kansas City: Lots 303, 304, 305, 306, 307, 308, 312, 315, 316, 317, 318, 321, 322, 323, 416 and 417 and vacated alley from north line of Second Street to south line of First Street east of Lots 315 and 316, being all of Block 33, Old Town, lying south of First Street.

ALSO Lots 345, 346, 347 and 348, Block 40, Old Town, Kansas City, Jackson County, Missouri. All of the original size lots except a strip 27 feet wide on east end of said lots, said strip being a part of the approach to the Armour-Swift-Burlington Bridge; subject to an easement in favor of North Kansas City Bridge and Railroad Company to maintain a pier, abutment, and wing wall or retaining wall on a portion of Lots 347 and 348, as said pier, etc., is constructed; and also subject to a like easement in favor of said North Kansas City Bridge and Railroad Company to maintain a pier, abutment, and wing wall or retaining wall on a portion of Lot 345, as said pier, etc., is constructed.

ALSO Locust Street from the south line of First Street to the north line of Second Street, vacated by Ordinance #1430, effective October 9, 1930.

ALSO a tract of land on the south bank of the Missouri River beginning at a point on the northerly prolongation of the west line of Block "A", Old Town Reserve, and on the harbor line of Missouri River 579.86 feet northerly of the southwest corner of said Block "A"; thence North 59° 29' East along harbor line, 100 feet to a point; thence South 30° 31' East to a point 100 feet to a point; thence South 59° 29' West 139.508 feet to a point; thence North 8° 58' West 107.514 feet to beginning.

ALSO beginning at a point in the United States Harbor Line of the Missouri River as established by the War Department, and hereinafter called the United States Harbor Line, or the Harbor Line, 100 feet northeasterly from the intersection of the northerly prolongation of the west line of Block "A" of the Old Town Reserve in Section 32, Township 50, Range 33 in Kansas City, Jackson County, Missouri with said Harbor Line, said point being the northeasterly corner of the tract conveyed to the Metropolitan Street Railway Company under paragraph "b" of deed executed by Union Depot, Bridge and Terminal Railroad Company, dated January 8, 1903, and recorded in Book B-838 at Page 428, which said tract has since been conveyed to and is now owned by Kansas City Power & Light Company; thence proceeding Northeasterly along the aforesaid Harbor Line 77 feet to a point; thence South 5° 48' 51" East 110.07 feet more or less to the intersection of a line drawn 100 feet southeasterly from and parallel with the aforesaid United States Harbor Line; thence Southwesterly along the last described line 31 feet more or less to the southeasterly corner of the tract conveyed to Metropolitan Street Railway Company under paragraph "b" of the aforesaid deed recorded in Book B-838 at Page 428; thence Northwesterly along the easterly line of the tract so conveyed under paragraph "b" of said deed recorded in Book B-838 at Page 428, 100 feet to point of beginning.

(28) Substation No. 147 Cherry Terminal, 603 East First Street, Kansas City: Lots 339, 340, and 341, Block 43, Plat of the Town of Kansas, commonly called Old Town, a sub-division in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

(29) Substation No. 17 Navy, 201 Main Street, Kansas City: The south 20 feet of Lot 18, Block 3. All of Lots 19, 22, 23 and 26, Block 3. All of the vacated alley adjacent and reverting to the above described lots in Block 3. All of the above described lots and blocks are in "Old Town", Kansas City, Missouri.

(30) Transmission Line; Hawthorn-Southtown, Karleen & Jules, Kansas City: All of that part of Lots 16 and 17, resurvey of part of Block 9, Stark Acres, a sub-division in Jackson County, Missouri, lying

westerly of the following described line: Beginning on the north line of said Lot 16, at a point which is 57 feet east of the northwest corner of said Lot 16, thence Southerly through said Lots 16 and 17 to a point on the westerly line of said Lot 17 which is 4 feet south of the north line of said Lot 17.

ALSO all of that part of Lot 20, resurvey of part of Block 9, Stark Acres, lying westerly of the following described line: Beginning at a point on the west line of said Lot 20 which is 6 feet south of the north line of said Lot 20, thence Northerly to a point on the north line of said Lot 20 which is 4 feet east of the west line of said Lot 20; Resurvey of Stark Acres, a sub-division in Jackson County, Missouri, according to the recorded plat thereof.

ALSO Lot 8, Block 9, Stark Acres, a sub-division of land in Jackson County, Missouri.

ALSO Lots 18 and 19, Block 9, resurvey of Stark Acres, a sub-division of land in Jackson County, Missouri.

(31) Substation No. 56 Hickman, 11500 Grandview Road, Kansas City: The north 10 acres of that part of the northeast quarter of the northwest quarter of Section 11, Township 47, Range 33 Kansas City, Jackson County, Missouri, lying east of the right-of-way of the St. Louis, San Francisco Railway Company, and west of the right-of-way of Grandview Road, as now established.

(32) General Land Garage & Parking Main Office, 13th to 14th Baltimore to Wyandotte, Kansas City: Lots 5, 6, 7, 8, 9 and 10, fronting on Baltimore Avenue, all in Block 7, Reid's Addition.

ALSO Lots 11 and 12 fronting on Baltimore Avenue. Lots 25, 26, 27, 28 and 29 fronting on Wyandotte Street, all in Block 7, Reid's Addition.

ALSO Lots 5, 6, 7, 8, 9, 10, 11 and 12, fronting on 14th Street, all in Block F, Reid's resurvey.

(33) General Land Office & Parking Downtown, 14th & Wyandotte, Kansas City: The south 104.5 feet of west 12.5 feet of Lot 9 and the south 104.5 feet of Lot 10, in Block K, 2nd Resurvey of Reid's Addition, a sub-division in Kansas City, Jackson County, Missouri, according to the recorded plat thereof; Lots 11 and 12, except the parts of said lots in 14th Street, Block K, 2nd Resurvey of Reid's Addition, a sub-division in Kansas City, Jackson County, Missouri, according to the recorded plat thereof; and the north one-half of the vacated alley lying south of and adjoining the west 12.5 feet of Lot 9 and all of Lots 10, 11 and 12 of Block K, 2nd Resurvey of Reid's Addition, a sub-division in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO Lot 8 and the east one-half of Lot 9, except the north 30.5 feet of said lots, Block K, 2nd Resurvey of Reid's Addition, a subdivision in Kansas City, Jackson County, Missouri, and the north one-half of the vacated alley lying south of and adjoining said Lot 8 and the east one-half of Lot 9, according to the recorded plat thereof.

(34) Substation No. 89 Sugar Creek, Sterling & Short, Sugar Creek: A tract of land described as follows: Beginning at a point which is 240.14 feet west and 425.63 feet south of the northeast corner of the northwest quarter of the southeast quarter of Section 33, Township 50, Range 32, in Jackson County, Missouri, thence South parallel with the east line of said quarter quarter section of distance of 130 feet, thence West parallel with the north line of said quarter quarter section a distance of 75.54 feet, thence Northeasterly at an angle of 101° 4' right from the last described course a distance of 131.99 feet, thence East 49.1 feet to point of beginning.

(35) Substation No. 540 Sub "J", 4000 East 43rd Street, Kansas City: Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 in Block 7 in Mary Wayland's First Addition.

(36) Substation No. 66 Martin City, 137th & Wyandotte, Kansas City: A tract of land in the northwest quarter of the southwest quarter of Section 20, Township 47, Range 33 Jackson County, Missouri, described as follows: Beginning at a point on the east right of way line of Wyandotte Street, said point being 628.35 feet west of the northeast corner of the northwest quarter of the southwest quarter of said Section 20; thence South and parallel to the east line of said quarter quarter section a distance of 1180 feet to the true point of beginning; thence continuing South 268 feet; thence South 85° 17' 20" East 90.0 feet; thence South 53° 50' 20" East 69.0 feet; thence South 79° 08' 20" East 62.5 feet; thence North 75° 54' 40" East 55 feet; thence North 63° 18' 0" East 60.76 feet; thence North, parallel to the east line of Wyandotte Street, 268 feet; thence West at right angles to the last described course a distance of 315 feet to the point of beginning.

(37) Substation No. 79 Blue Mills, Old Atherton & Courtney Road, Kansas City: The west 230 feet of the south 660 feet of the east 40 acres of the west 53 acres of the north one-half of the southwest quarter of Section 10, Township 50, Range 31 in Jackson County, Missouri.

ALSO the south 660 feet of the west 13 acres of the northwest quarter of the southwest quarter of southwest quarter of Section 10, Township 50, Range 31, in Jackson County, Missouri. Subject to all easements, restrictions, and reservations, if any, of record.

(38) Material Storage Location, 61st & Forest, Kansas City: All of Lots 1 and 2, Goodell Place.

(39) Substation No. 86 Blue Springs, Truman Road & Highway 7, Kansas City: Beginning at a point 160.55 feet west of the northeast corner of the northwest quarter of the northeast quarter of Section 12, Township 49, Range 31, which point is a stake in the west right-of-way line of State Highway No. 7, thence West 175 feet to a stake, thence South 100 feet to a stake, thence in a Southeasterly direction bearing South 50° East a distance of 156 feet to a stake, thence East 140.6 feet to a stake in the west right-of-way line of State Highway No. 7, thence Northwesterly along the west right-of-way line of State Highway No. 7 to the point of beginning.

(40) Substation No. 58 Woodswether, 1201 Woodswether Road, Kansas City: Property includes all of Lot 1, Block 6 in Woodswether Addition.

(41) Substation No. 45, 3328 E. 22nd Street, Kansas City: All of Lots 9, 10, 11, 12 and 13, Calkins Addition in Kansas City, Missouri.

(42) Transmission Line Guy Anchor Site, Kentucky & Vermont, Sugar Creek: The south 60 feet of Lot 103, Sugar Creek Heights, in the southwest quarter of the northwest quarter of Section 34, Township 50, Range 32, Jackson County, Missouri.

(43) Transmission Line, Montrose to Loma Vista, Kansas City Southern R.R. R/W & Bannister Road, Kansas City: All that part of the southwest quarter, Section 25, Township 48, Range 33, Jackson County, Missouri, lying easterly of the easterly line of the right-of-way of Kansas City Southern Railway Company and north of a line drawn 1572.5 feet north of and parallel to the south line of said quarter section, subject to restrictions, reservations and easements of record.

(44) Substation No. 44 Atherton, Atherton & Bundschu Roads, Independence: Beginning at a point on the east line of west one-half of southwest quarter of northeast quarter of Section 30, said point being 20 feet north of south line of above described quarter quarter, thence North along the east line of west one-half of said quarter quarter a distance of 50 feet, thence West parallel with the south line of northeast quarter to the east line of a rock road known as the Old Atherton Road, thence Southwesterly along the easterly line of said road to its intersection with the north line of Bundschu Road as now established, thence East along the north line of Bundschu Road parallel with the south line of above described quarter quarter to point of beginning, in Township 50, Range 31.

(45) Service Center (Manchester), 4400 East Front Street, Kansas City: Beginning at a point which is 20 feet east and 140 feet south of

the northwest corner of Section 26, Township 50, Range 33 Jackson County, Missouri; thence due East parallel to the north line of said Section 26 a distance of 1530.3 feet; thence Southeasterly a distance of 243.52 feet on a circular curve having a radius of 744.5 feet to a point which is 1739.42 feet east of the west line of Section 26 and 303.31 feet south of the north line of Section 26; thence North 51° 21' East a distance of 5 feet; thence South 38° 38' 30" East a distance of 942.02 feet to a point which is 2328.25 feet east of the west line and 1038.62 feet south of the north line of Section 26; thence South 29° 08' 30" East a distance of 210.25 feet to a point which is 209.4 feet west of the north-south center line of Section 26 and 100 feet north of the south line of north one-half of the northwest quarter Section 26; thence West a distance of 2077.12 feet to a point which is 355 feet east of the west line of Section 26 and 100 feet north of the south line of north one-half of the northwest corner of Section 26; thence North a distance of 260 feet parallel with the west line of Section 26; thence West a distance of 335 feet to a point 20 feet east of the west line of Section 26; thence North a distance of 822 feet to a point of beginning, subject to easements, restrictions, covenants and reservations now of record.

(46) Substation No. 53 Blue Valley, 7801 E. U.S. Highway No. 24, Kansas City: All of Block 18 lying south of U.S. Highway Extension No. 24 in Washington sub-division in Kansas City, Missouri.

(47) Transmission Line; Southtown-Kernodle Jct., 110th & Prospect, Kansas City: The west 100 feet of the southwest quarter of Section 3, Township 47, Range 33, Jackson County, Missouri.

(48) Transmission Line; Hawthorn-Crosstown, Prospect Avenue & Montgall Avenue North of Nicholson Avenue, Kansas City: Lots 9, 10, 11 and 12 and the east half of the vacated alley lying west of and adjacent to said lots, in Block 2, Modern Mutual Place, in Kansas City, Jackson County, Missouri.

ALSO Lots 36, 37 and 38 and the west half of the vacated alley lying east of and adjoining the same, in Block 2, Modern Mutual Place, in Kansas City, Jackson County, Missouri.

(49) Transmission Line; Hawthorn-Crosstown, Olive Avenue & Wabash Avenue South of Nicholson Avenue, Kansas City: Lots 1, 70, 71, 72, 73, 74, 75, 76 and 77, Block 3, Hamlins Addition, in Kansas City, Jackson County, Missouri.

ALSO Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 3, Hamlins Addition, in Kansas City, Jackson County, Missouri.

(50) Substation No. 88 Trafficway, 640 West 39th Street, Kansas City: The north 66 feet of Lots 10 and 11, Richard Albery's Subdivision, in Kansas City, Jackson County, Missouri.

(51) Substation No. 87, 824 East 18th, Kansas City: The east 85 feet of Lots 12 and 13, Block 6, Vineyard's Addition, an addition in Kansas City, Missouri, according to the recorded plat thereof.

(52) Substation No. 84, 7643 Troost, Kansas City: South 40 feet of Lot 376 and the north 40 feet of Lot 377 in Marlborough Heights, a sub-division of Kansas City, Missouri.

(53) Substation No. 92, 3737 Troost, Kansas City: The south one-half of Lot 16 and all of Lots 17, 18 and 19, sub-division of Block 1, Squier Manor, a sub-division of land in Kansas City, Jackson County, Missouri.

(54) Substation No. 23, 8627 Troost, Kansas City: The south 400 feet of all that part of the southwest quarter of the northwest quarter of Section 21, Township 48, Range 33, lying southwesterly of the right of way of the Kansas City Public Service Company except that part thereof taken for streets, all in Jackson County, Missouri.

(55) Hawthorn Steam Electric Generating Station, 8700 Hawthorn Road, Kansas City: A parcel of land located in Sections 19, 20, 29 and 30, Township 50, Range 32, Jackson County, Missouri, consisting partly of accreted and/or relicted lands and consisting partly of lands described as parts of Lots 1, 2 and 3 of Thomas West Estate, a sub-division according to the recorded plat thereof, which parcel of land is particularly described as follows: Beginning at a point on the west line of Section 30, Township 50, Range 32, which is 791.7 feet north of the southwest corner of said Section 30; thence South 80° 04' 30" East, a distance of 141.47 feet; thence to the left from the last described course at an angle of 18° 33", a distance of 775.41 feet; thence to the left from the last described course at an angle of 21° 44' 30", a distance of 1091.55 feet; thence to the left from the last described course at an angle of 13° 27' 20", a distance of 1711.95 feet to a point on the south line of the northeast quarter of said Section 30, which is 443.18 feet east of the southwest corner of said northeast quarter; thence continuing on a tangent to the last described course a distance of 937.58 feet; thence to the left from the last described course at an angle of 46° 11' 30", a distance of 1808.94 feet; thence to the left from the last described course at an angle of 40° 41', a distance of 1717.27 feet to a point on the east line of the southwest quarter of Section 19, Township 50, Range 32, which is 1114.1 feet north of the southeast corner of said southwest quarter; thence to the left from the last described course at an angle of 3° 09', a distance of 779.85 feet; thence to the left from the last described course at an angle of 90°, a distance of 190 feet; thence to the right from the last described course at an angle of 90°, a distance of 500 feet to the northwesterly boundary line of a tract of land conveyed to Rhoda E. Hersey as described in Instrument No. 551976 recorded in Book 864 at Page 619 in the office of the Recorder of Deeds of Jackson

County, Missouri, at Independence, Missouri, at a point 458.75 feet southwesterly along said boundary line from the southerly permanent right-of-way line of the Missouri River levee; thence to the right from the last described course at an angle of 79° 09', a distance of 1610.78 feet, more or less, along the northwesterly boundary line of the tract of land conveyed to Rhoda E. Hersey as aforesaid, to the southerly or right bank of the Missouri River; thence in a Southeasterly direction along the southerly or right bank of the Missouri River to its intersection with a line described as follows: Beginning on the south line of the northwest quarter of Section 29, Township 50, Range 32, at a point 375 feet east of the southwest corner of said northwest quarter; thence Northeasterly 44° 13' 30" from the south line of the northwest quarter of said Section 29, a distance of 511.65 feet to a point on the southerly permanent right-of-way line of the Missouri River levee (hereinafter designated as point "A"), and continuing from point "A" on a line tangent to the last described course a distance of 950 feet, more or less, to the southerly or right bank of the Missouri River; thence from the point of intersection of the above described line and the southerly or right bank of the Missouri River in a Southwesterly direction along the last described course a distance of 950 feet, more or less, to point "A"; thence continuing in the same Southwesterly direction tangent to the last described course, intersecting the south line of the northwest quarter of said Section 29 at a point 375 feet east of the southwest corner of said northwest quarter, a distance of 1174.65 feet; thence to the right from the last described course at an angle of 90° a distance of 1063.45 feet to a point which is 1798.05 feet east and 299.76 feet north of the southwest corner of the northeast quarter of Section 30, Township 50, Range 32; thence to the left from the last described course at an angle of 90°, a distance of 2286.68 feet; thence to the right on a curve having a radius of 476.15 feet, a distance of 81.46 feet; thence continuing on a line tangent to the last described curve, a distance of 385.44 feet; thence to the right on a curve having a radius of 830.12 feet, a distance of 367.6 feet; thence continuing on a line tangent to the last described curve 1941.45 feet to a point which is 642.8 feet north and 185.8 feet east of the southwest corner of said Section 30; thence Northwesterly on a curve having a radius of 1597.7 feet, which is the northeasterly boundary line of a 100 foot strip of land lying adjacent to the northeasterly right-of-way line of the Missouri Pacific Railroad Company, to a point on the west line of said Section 30, which is 713.3 feet north of the southwest corner of Section 30; thence North 78.41 feet along the west line of said Section 30 to the point of beginning.

ALSO a parcel of land located in Section 30, Township 50, Range 32, Jackson County, Missouri, consisting partly of lands described as parts of Lot 3 of Thomas West Estate, a sub-division according to the recorded plat thereof, which parcel of land is particularly described as follows: Beginning at a point 683.85 feet east and 289 feet north of the southwest corner of Section 30, Township 50, Range 32; thence

North 58° 02' East a distance of 881.14 feet to a point which is 1428.3 feet east and 760.71 feet north of the southwest corner of said Section 30; thence South 81° 23' West a distance of 1140 feet, more or less, to a point on the northeasterly line of a 100 foot strip of land lying adjacent to the northeasterly right-of-way line of Missouri Pacific Railroad Company; thence Southeasterly on a curve having a radius of 1597.7 feet, which is the northeasterly boundary line of said 100 foot strip of land lying adjacent to the northeasterly right-of-way line of Missouri Pacific Railroad Company, to the point of beginning.

Subject to the permanent and temporary easements condemned by Kansas City for levee purposes in the portion of the land hereinbefore described within the city limits of Kansas City, Missouri, in Case No. 523954 in the Circuit Court of Jackson County, Missouri, at Kansas City; excepting therefrom the land conveyed to Kansas City and subject to easements conveyed to said Kansas City (outside said city limits) by deed filed for record May 27, 1948, under Document No. 541208, and further excepting therefrom the rights of the United States Government in the portion of said land lying between the harbor line established by the United States Government and the low water line of the Missouri River. And further subject to rights-of-way, easements, restrictions and zoning regulations of Kansas City and of Jackson County, Missouri, of record, and subject to the terms and conditions of the instrument filed for record January 14, 1918, recorded in Book B-1845 at Page 538, pertaining to a tract of land 25 feet in width to be used as a right-of-way for sewers.

ALSO all that part of the southwest quarter of Section 30, Township 50, Range 32, lying southwesterly of the right-of-way of the Missouri Pacific Railroad Company, more specifically described as follows: Beginning at the southwest corner of Section 30, Township 50, Range 32; thence North along the west line of said Section 30 a distance of 465 feet to the southerly line of the right-of-way of the Missouri Pacific Railroad Company; thence Southeasterly along the southerly line of said railroad right-of-way approximately 829 feet to the south line of said Section 30; thence 632 feet along the south line of Section 30 to the point of beginning.

ALSO a tract of land, irregular in shape, located in the east one-half of Section 30 and the southeast quarter of Section 19, all in Township 50, Range 32 in Kansas City, Jackson County, Missouri, being more particularly described as follows: Beginning at the point of intersection of the east-west center line of said Section 30 and the northwesterly line of Block 4, Hawthorn Plant-site addition, a sub-division of land in Kansas City, Jackson County, Missouri; thence Northeasterly along the northwesterly line of said Block 4 a distance of 937.58 feet; thence North along the west line of Block 5 of said Hawthorn Plant Site Addition a distance of 1808.94 feet; thence Northwesterly along the southwesterly line of Block 5 and the southwesterly line of Block 6 of said Hawthorn Plant Site Addition a

distance of 1040.35 feet; thence South parallel with a prolongation of the north-south center line of said Section 30 and said line itself to the northwesterly line of said Block 4 to the point of beginning.

ALSO an irregularly shaped tract of land located in the east half of Section 30 and the southeast quarter of Section 19, all in Township 50, Range 32, and in Lot 2 of the Commissioners' Plat of the Estate of Thomas West, in Kansas City, Jackson County, Missouri, being more particularly described as follows: Beginning at the intersection of the north-south center line of said Section 30 and the northwesterly line of Block 3 of the Hawthorn Plant Site Addition, a sub-division of land in Jackson County, Missouri, thence Northeasterly along the northwesterly lines of Blocks 3 and 4 of said Hawthorn Plant Site Addition 614 feet, more or less, to the most southerly corner of a tract of land conveyed to Kansas City Power & Light Company by Southern Development Company by warranty deed dated December 28, 1966, recorded in Book 1865 at Page 682, Document 900285; thence North 3249.32 feet coincident with the west line of the said tract of land conveyed to Kansas City Power and Light Company by Southern Development Company's warranty deed dated December 28, 1966, to a point in the southwesterly line of Block 6 of said Hawthorn Plant Site Addition; thence Northwesterly 677 feet, more or less, along the southwesterly line of Block 6 of said Hawthorn Plant Site Addition to a point in the north-south center line of said Section 19; thence due South coincident with the common north-south center line of said Sections 19 and 30 a distance of 4185.80 feet to the point of beginning.

ALSO an irregularly shaped tract of land in the east half of Section 30, Township 50, Range 32, and in Lots 1 and 2 of the Commissioners' Plat of the Estate of Thomas West, in Kansas City, Jackson County, Missouri, being more particularly described as follows: Beginning at the most southerly corner of Block 14, Hawthorn Plant Site Addition, a sub-division of land in Jackson County, Missouri, thence South 46° 10' 50" West along the southwesterly prolongation of the southeasterly line of said Block 14, Hawthorn Plant Site Addition, a distance of 1139.86 feet to a point and corner; thence North 89° 36' 30" West parallel to and 63.44 feet northerly from the north line of the south half of the southeast quarter of said Section 30 a distance of 1275.60 feet to a point 180 feet southeasterly from as measured at right angles to the southeasterly line of Block 3, Hawthorn Plant Site Addition; thence North 46° 20' 55" East parallel to and 180 feet southeasterly from the southeasterly lines of Blocks 3 and 4, Hawthorn Plant Site Addition, for a distance of 2054.19 feet to a point and corner; thence South 43° 49' 10" East coincident with the southwesterly lines of Blocks 13 and 14, Hawthorn Plant Site Addition, a distance of 883.45 feet to the point of beginning.

(56) Substation No. 85 Cypress, 4500 Independence Avenue, Kansas City: North 135 feet of Lot L, Gladstone Heights Resurvey, Lots 1 to 5, an addition in and to Kansas City, Missouri.

(57) Transmission Line; Southtown-Multiple Lines, Woodland Avenue & River Avenue, Kansas City: All of Lot 22, except the south 850 feet and all that part of Lot 19, described as follows: Beginning at the southwest corner of Lot 19; thence North along the west line of Lot 19, 220.07 feet to center line of New County Road; thence Southeasterly along center line of New County Road, 113.76 feet to a point on the east line of Lot 19; thence South along the east line of Lot 19, 176.75 feet to the southeast corner of Lot 19; thence Northwesterly along the south line of Lot 19 to point of beginning, except part taken for roadways as shown on recorded plats - all in South Woodlands.

ALSO the west 50 feet of Lot 23, except the south 850 feet and all that part of Lot 18, described as follows: Beginning at the southwest corner of Lot 18; thence North along the west line 176.75 feet to center line of New County Road; thence Southeasterly along center line of New County Road 56.88 feet to a point 50 feet measured at right angles to west of the east line of Lot 18; thence South parallel to the east line of Lot 18, 148.69 feet to the south line of Lot 18, thence Northwesterly along the south line of Lot 18 to point of beginning - all in South Woodlands.

ALSO all that part of Lots 23 and 24 in South Woodlands, a sub-division of land in Jackson County, Missouri, lying north of the following described line: Beginning at a point on the east line of said Lot 24 which is 746.11 feet north of the southeast corner of said Lot 24; thence in a Northwesterly direction to a point on the west line of said Lot 24 which is 825 feet north of the southwest corner of said lot; thence continuing on the same course into aforesaid Lot 23 to a point on the west line of the east 50 feet of said Lot 23.

ALSO all that part of lot 26 in South Woodlands, a sub-division of land in Jackson County, Missouri, lying north of the following described line: Beginning at a point on the east line of said Lot 26 which is 588.31 feet north of the southeast corner of said Lot 26; thence Northwesterly to a point on the west line of said Lot 26 which is 667.21 feet north of the southwest corner of said lot.

ALSO all that part of Lot 21 in South Woodlands, a sub-division of land in Jackson County, Missouri, lying north of the following described line: Beginning at a point on the east line of said Lot 21 which is 25 feet south of the northeast corner of said Lot 21; thence Northwesterly to the northwest corner of said Lot.

ALSO all that part of Lot 25 in South Woodlands, a sub-division of land in Jackson County, Missouri, lying north of a line beginning on the east line of said Lot 25, 667.21 feet north of the southeast corner of said lot, thence Northwesterly to a point on the west line of said Lot 25, 746.11 feet north of the southwest corner of said Lot 25.

ALSO all of Lot 20 in South Woodlands, a sub-division of land in Jackson County, Missouri.

ALSO Lot 17 and all (except west 50 feet lying south of New County Road) of Lot 18, South Woodlands, a sub-division in Jackson County, Missouri, according to the recorded plat thereof.

ALSO Lots 31, 32, 33, South Woodlands Addition, an addition in Kansas City, Jackson County, Missouri.

(58) Substation No. 35 Loma Vista, 6620 East 91st Street, Kansas City: Beginning at the southwest corner of the northwest quarter of the southeast quarter of Section 24, Township 48, Range 33, Jackson County, Missouri, thence North along the west line of the southeast quarter of said Section 24, a distance of 329.75 feet; thence South 89° 17' East a distance of 350 feet, thence South 0° 04' East a distance of 500 feet, thence North 89° 17' West to the west line of the southeast quarter of Section 24 and continuing on North 89° 17' West a distance of 15 feet to the easterly right-of-way line of the Kansas City Southern Railway Company, thence Northwesterly along the easterly right-of-way line of the Railway Company a distance of 181.3 feet to the north line of the southeast quarter of the southwest quarter of said Section 24, thence South 89° 15' East a distance of 74.4 feet to the point of beginning.

ALSO all that part of the northeast quarter of the southwest quarter of Section 24, Township 48, Range 33, in Jackson County, Missouri, described as follows: Beginning at the southeast corner of said quarter quarter section; thence North along the east line 329.75 feet; thence North 89° 17' West to the east line of Kansas City Southern Railroad right-of-way as now established; thence South 20° 40' East along said right-of-way to south line of said quarter quarter section; thence East along the south line of said quarter quarter section to point of beginning.

ALSO beginning on the west line of the southwest quarter of the southeast quarter of Section 24, Township 48, Range 33, in Jackson County, Missouri, at a point 170.25 feet south of the north line of said quarter quarter section; thence East parallel with said north line a distance of 359.28 feet; thence Southerly to a point on the south line of said quarter quarter section which is 252.1 feet east of the west line thereof; thence West along the said south line of the quarter quarter section to the easterly line of the right-of-way of the Kansas City Southern Railway Company; thence Northerly along said right-of-way line to a point which is approximately 496.75 feet south of and 147 feet east of the northwest corner of aforesaid quarter quarter section; thence Westerly with said right-of-way line a distance of 70 feet; thence Northerly along said right-of-way line to a point 15 feet west of point of beginning; thence East 15 feet to point of beginning.

(59) Service Center Dodson, 8619 Prospect Avenue, Kansas City: The south half of the southwest quarter of the northwest quarter of Section 22, Township 48, Range 33, Jackson County, Missouri, except that part of said premises described as follows: Beginning at a point on the center line of Prospect Avenue 580 feet south of the center line of 85th Street; thence East parallel to the center line of 85th Street 264.35 feet; thence South parallel to the center line of Prospect Avenue 287.95 feet to the center line of a public road; thence on a curve to the right along the center line of said road 355 feet to a point in the center line of Prospect Avenue 80 feet south of the point of beginning; thence North to the point of beginning; and except also that part conveyed to William B. Shelby and Veda N. Shelby described as follows: Beginning at the point of intersection of the present west line of Prospect Avenue, also known as Grandview Road, with the south line of said southwest quarter of the northwest quarter, said point being approximately 495 feet east of the southwest corner of said southwest quarter of the northwest quarter; thence West 130 feet, thence North 95 feet; thence East approximately 130 feet to said present west line of Prospect Avenue, also known as Grandview Road; thence Southerly along said west line of Prospect Avenue, also known as Grandview Road, to point of beginning, in Jackson County, Missouri, subject to easements, restrictions, covenants and reservations now of record, if any.

ALSO beginning at a point 380 feet east of the northwest corner of southeast quarter of northwest quarter of Section 22, thence South and parallel with the west line of said quarter quarter section, 600 feet; thence West and parallel with the north line of said quarter quarter section, 380 feet to the west line of said quarter quarter section; thence South along the west line of said quarter quarter section approximately 724 feet to the southwest corner of said quarter quarter section; thence East along the south line of said quarter quarter section 440 feet; thence North and parallel with the west line of said quarter quarter section approximately 1,324 feet to the north line of said quarter quarter section, thence West along the north line of said quarter quarter section 60 feet to the point of beginning.

(60) Transmission Line; Hawthorn - Blue Valley, 8011 Winner Road, Kansas City: Lots 1 and 2; the west 34.74 feet of Lot 3 (8011 Wilson Road); the east 18.09 feet of Lot 3 and the west 16.65 feet of Lot 4 (8013 Wilson Road) Block 6, Washington Heights Addition.

ALSO Lots 19 and 30 inclusive, Block 6, Washington Heights Addition.

ALSO Lots 1, 2, 3, 8, 9, & 10, except those parts of Lots 1 and 10 in Winner Road and that part of Lot 3 in U.S. Highway No. 24, Block 16, Washington Heights Addition.

ALSO Lot 6, lying south of U.S. Highway No. 24, Block 15, Washington Heights Addition.

(61) Substation No. 75 Midtown, 1223 East 48th Street, Kansas City: All that part of the southwest quarter of Section 28, Township 49, Range 33, Kansas City, Jackson County, Missouri, more particularly described as follows: Beginning at a point on the south line of 48th Street, 275.0 feet east of the east line of Troost Avenue; thence South $89^{\circ} 55' 00''$ East along the south line a distance of 378.32 feet to a point; thence South parallel with said east line of Troost Avenue 158.20 feet to a point in the northerly line of Brush Creek Parkway; thence South $57^{\circ} 44' 00''$ West along said northerly line a distance of 447.39 feet to a point; thence North end parallel with the east line of Troost Avenue a distance of 397.06 feet to the point of beginning.

ALSO, that part of the northwest quarter of the southwest quarter of Section 28, Township 49, Range 33, in Kansas City, Jackson County, Missouri, described as beginning at the southwest corner of Lot 21, of Block 3 of Davis Place, a sub-division of land, and running thence South along the extended east line of Tracy Avenue a distance of 208.2 feet to a point in the northerly line of the right-of-way of Brush Creek Parkway as established by Ordinance No. 52089 of Kansas City, approved March 23, 1926; thence Northeasterly along said northerly parkway right-of-way line to a point in the extended west line of Virginia Avenue 50 feet south of the south line of Davis Place; thence North 50 feet along the west line of the right-of-way of Brush Creek Parkway and the extended west line of Virginia Avenue to the point of intersection with the South line of Lot 20, Block 3, Davis Place; thence West along the south lines of Lots 20 and 21, Block 3, Davis Place, a distance of 250 feet to the point of beginning.

ALSO, the south 46 feet of the west 111.67 feet of Lot 19, the west 111.67 feet of Lot 20, all of Lot 21, and the south 46 feet of Lot 22, Block 3, Davis Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

(62) Substation No. 61 Leeds, 4210 Raytown Road, Kansas City: A tract of land in the southwest quarter of Section 19, Township 49, Range 32, in Jackson County, Missouri, described as follows: Beginning on the west line of the southwest quarter of said Section 19, at a point which is 939.2 feet north of the southwest corner of said quarter section; thence North along said west line a distance of 100 feet; thence East at an angle of 90° right from last described course a distance of 204.34 feet; thence North parallel with the west line of the quarter section a distance of 251.82 feet; thence South $40^{\circ} 42'$ East a distance of 479.22 feet; thence South $24^{\circ} 00'$ East a distance of 103.80 feet; thence South $44^{\circ} 01'$ East a distance of 56.30 feet; thence North $50^{\circ} 11'$ East a distance of 143.79 feet to a point on the southwesterly line of U.S. Highway #40 Alternate; thence South $47^{\circ} 30'$ East along said highway line a distance of 101.50 feet; thence South

31° 45' West a distance of 355.29 feet; thence South 62° 45' West a distance of 172.92 feet; thence North 66° 11' 26" West a distance of 483.68 feet to a point on the west line of the said southwest quarter of Section 19; thence North along said quarter section line a distance of 310.2 feet to the point of beginning.

(63) Substation No. 146 Brush Creek Terminal, 4030 Brush Creek Parkway, Kansas City: All that part of Lot "B", Block 4, Vineyard Gardens, a subdivision of land in Kansas City, Jackson County, Missouri, described as follows: Beginning at the southwest corner of said Lot "B", which is on the northerly line of Brush Creek Parkway (as now established); thence North 16° 15' 10" East along the west line of Lot "B" a distance of 159.83 feet to a point; thence South 85° 30' 20" East to a point on the east line of the northeast quarter of the southeast quarter of Section 27, Township 49, Range 33, Jackson County, Missouri, which is 562.08 feet south of the northeast corner of said quarter quarter section, said point being also the northeast corner of Lot "B"; thence South along the east line of Lot "B" to the southeast corner thereof or the northerly line of Brush Creek Parkway (as now established); thence in a Westerly direction along the south line of Lot "B" to the point of beginning or the southwest corner of said Lot "B".

(64) Transmission Line; Hawthorn - Leeds, 47th & Park Road, Kansas City: Lot 9, Eastwood Hills, an addition in Kansas City, Missouri, except that portion of said lot taken for right-of-way.

(65) Transmission Line; Leeds - Midtown, 48th & Elmwood, Kansas City: All of Lots 1, 2, 3, 4, 5, and 6, Block 9, Vineyard Gardens, a subdivision of land in Kansas City, Jackson County, Missouri.

(66) Transmission Line; Montrose - Loma Vista, 103rd & Blue Ridge Ext., Kansas City: All of Lot 21 in the southeast quarter, northeast quarter, Section 36, Township 48, Range 33 except described as follows:

All that part of Lot 21, Ruskin Acres, a subdivision in Jackson County, Missouri, which lies within the widths as hereinafter designated on the left or east side of the following described center line of Blue Ridge Boulevard and on the right or south side of the following described survey center line of the median of highway Interstate Route 470: The survey center line of the median of highway Interstate Route 470 and the center line of Blue Ridge Boulevard are located and described as follows: Beginning at the southeast corner of the northeast quarter of Section 36, Township 48, Range 33; thence North 2° 44' 26" West 342.4 feet to Station 130+90 on the survey center line of the median of said highway; thence from said Station 130+90 the survey center line extends North 86° 44' 26" West 1019.01 feet to the beginning of a spiral transition curve normal to a 3° simple curve to the left having an interior angle of 34° 53' 43" at S. I. Station 120+70.99; thence Westerly along said spiral curve 200 feet to the end

of said spiral curve and the beginning of said 3° simple curve at C. S. Station 118+70.99; thence Westerly along said 3° simple curve 105.22 feet to Station 117+65.77 which equals Station 10+00 on the center line of Blue Ridge Boulevard; thence from said Station 10+00 the center line of Blue Ridge Boulevard extends South 02° 29' 07" West 229.5 feet to the point of curve Station 12+29.5 of a 2° curve to the left having an interior angle of 8° 56'; thence Southerly along the curve 105.5 feet to Station 13+35. The widths of rights-of-way on the left or east side of the center line of Blue Ridge Boulevard and on the right or south side of the survey center line of the median of highway Interstate Route 470 are as follows: Beginning with a width of 75 feet on the south line of Lot 21, Ruskin Acres, as measured at right angles of Blue Ridge Boulevard center line at Station 13+35; thence Northeasterly to a width of 220 feet as measured at right angles to the survey center line of the median of highway Interstate Route 470 at Station 119+40; thence Northeasterly along a straight line and decreasing to a width of 160 feet from said survey center line of the median of highway Interstate Route 470 Station 123+30; thence 160 feet in width from said Station 123+30 to Station 125+00; also all abutters rights of direct access between highway now known as Interstate Route 470 including Blue Ridge Boulevard and abutting land owned by Kansas City Power & Light Company in Lot 21, Ruskin Acres, a subdivision of land in Jackson County, Missouri.

(67) Transmission Line; Leeds - Midtown, 43rd & Blue River, Kansas City: Beginning at the southeast corner of the southeast quarter of the southwest quarter of Section 24, Township 49, Range 33, Jackson County, Missouri; thence Northwardly along the east line of said quarter quarter section 179.6 feet; thence Southwestwardly by a straight line 635.8 feet, more or less, to a point in the south line of said quarter quarter section 609.5 feet west of the point of beginning; thence Eastwardly 609.5 feet to the point of beginning.

(68) Substation No. 144 Guinotte Terminal, 2014 East Guinotte, Kansas City: Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block 30, Guinotte's Addition, a subdivision in Kansas City, Jackson County, Missouri.

(69) Substation No. 24 Crosstown, 1801 Cherry Street, Kansas City: Lots 1 to 10, both inclusive, and all of the vacated alley lying west of and adjoining Lots 1 to 5, both inclusive, Block 2, McGee Place; also Lots 25 to 36, both inclusive, and the south 10 feet of Lot 37 and the south 10 feet of Lot 60, and all of the vacated alley lying west of and adjoining the south 10 feet of said Lot 60 and Lots 61 to 72, both inclusive, and all of the vacated alley lying west of and adjoining said Lots 61 to 72, both inclusive, Park Place; both being subdivisions in Kansas City, Jackson County, Missouri.

(70) Transmission Line, Blue Valley - Southtown, at Truman Sports Complex, Kansas City: All that part of Blocks 8, 9, and 10,

Subdivision of Thomas Harrington's Land, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, described as follows: Beginning at the point of intersection of the north line of said Block 8 with the northerly right-of-way line of the Chicago, Rock Island and Pacific Railroad Company, said right-of-way line being 50 feet northeasterly of and normally distant from the center line of said railroad company's main track, said point also being 212 feet west and 1702 feet, more or less, south of the northeast corner of the southwest quarter of Section 19, Township 49, Range 32; thence East along the north line of said Block 8, a distance of 116 feet to a point 96 feet west and 1702 feet, more or less, south of said northeast corner, said point being on the northerly right-of-way line of said railroad company, said right-of-way line being 100 feet northeasterly of and normally distant from the center line of said railroad company's main track; thence Southeasterly along said northerly right-of-way line to a point 561 feet east and 2055 feet, more or less, south of the northwest corner of the southeast quarter of Section 19; thence Southerly to a point 562 feet east and 2114 feet, more or less, south of said northwest corner, said point being 50 feet northeasterly of and normally distant from the center line of said railroad company's main track; thence Northwesterly along a line 50 feet northeasterly of and normally distant from the center line of said main track to the point of beginning.

(71) Transmission Line; Shawnee - Navy, 12th & Bluff Street, Kansas City: That part of the west half of Government Lot No. 1 of the northeast quarter (sometimes called the southwest quarter of the northeast quarter) of Section 6, Township 49, Range 33, in Kansas City, Jackson County, Missouri, described as commencing at the intersection of the north and south center line of said Section 6 with the north line of Twelfth Street, bear East along the north line of Twelfth Street a distance of 742.07 feet to the true point of beginning; thence making an angle of 77° 06' to the left of the last described course bear Northeasterly a distance of 735.80 feet along a line parallel with and 1.97 feet normally distant from the westerly line of Beardsley Street to a point; thence making an angle of 10° 03' to the left of the last described course bear Northerly a distance of 451.73 feet to a point on the easterly line of Bluff Street (formerly Bluff Street Diversion) as established by deed of dedication dated November 8, 1912, in Book B-1462 at page 419, Document 921088; thence Southerly along the east line of said Bluff Street (formerly Bluff Street Diversion) making an angle of 169° 52' 05" to the left of the last described course to a point on the north line of Twelfth Street; and thence East along the north line of Twelfth Street to the point of beginning.

(72) Substation No. 31 Forest, 1105 East 61st Street, Kansas City: All of the south 25 feet of Lot 4, and the north 12-1/2 feet of Lot 5, in Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, the east 2 feet of the north 15 feet of Lot 6 and the east 2 feet of the south 20 feet of Lot 7, in Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, Lot 2, Lockhart Place, a subdivision in Kansas City, Jackson County, Missouri.

ALSO, the north 37-1/2 feet of Lot 3, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, the west 129 feet of the south 35 feet of Lot 6, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, Lot 4, Lockhart Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, all that part of the southwest quarter of the northwest quarter of Section 4, Township 48, Range 33, described as follows: Beginning at a point on west line of Forest Avenue 674.9 feet north of south line of northwest quarter Section 4, Township 48, Range 33, thence West parallel to north line of southwest quarter of southwest quarter of northwest quarter of said Section 4, 131.06 feet to a point 131 feet east of the east line of Troost Avenue as now established, thence North parallel to east line of Troost Avenue 40 feet to a point, thence East parallel to south line of said quarter section 131.06 feet to a point, thence South 40 feet to beginning, Kansas City, Jackson County, Missouri.

ALSO, all that part of the southwest quarter of northwest quarter Section 4, Township 48, Range 33, described as follows: Beginning at a point on west line of Forest Avenue 714.9 feet north of south line of northwest quarter of Section 4, thence West parallel to north line of southwest quarter of southwest quarter of northwest quarter of said Section 4, 131.06 feet to a point 131 feet east of east line of Troost Avenue as now established thence North parallel to east line of Troost Avenue 50 feet to a point, thence East parallel to south line of said quarter section 131.06 feet to a point, thence South 50 feet to beginning in Kansas City, Jackson County, Missouri.

ALSO, the south 12-1/2 feet of Lot 3, and the north 25 feet of Lot 4, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, the north 35 feet of the south 40 feet of Lot 8, Goodell Place, an addition in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, Lot 5, Lockhart Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, Lot 1, Lockhart Place, a subdivision in Kansas City, Jackson County, Missouri.

ALSO, the west 129 feet of the north 15 feet of Lot 6 and the west 129 feet of the south 20 feet of Lot 7, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, commonly known as 6115 Troost Avenue, and all rights to an easement for driveway purposes over the south 6 feet of the north 21 feet of the west 107 feet of Lot 6 of the said Goodell Place, a subdivision in Kansas City, Jackson County, Missouri.

ALSO, all of the north 30 feet of Lot 7, and the south 5 feet of Lot 8, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, commonly known as 6113 Troost Avenue.

ALSO, the north 10 feet of Lot 8 and the south 25 feet of Lot 9, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, commonly known as 6107-6109 Troost Avenue, and all rights to an easement for driveway purposes over the north 4 feet of the north 35 feet of the south 40 feet of the west 107 feet of Lot 8 of the said Goodell Place, a subdivision in Kansas City, Jackson County, Missouri.

ALSO, the north 25 feet of Lot 9 and all of Lot 10, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri, commonly known as 6101 Troost Avenue.

ALSO, Lot 3, Lockhart Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, the east 2 feet of south 35 feet of Lot 6, Goodell Place, a subdivision in Kansas City, Jackson County, Missouri.

(73) Commercial Office, 6145 Troost, Kansas City: All that part of the southwest quarter of the northwest quarter of Section 4, Township 48, Range 33, in Kansas City, Jackson County, Missouri, beginning at a point 749.9 feet north and 40 feet east of the southwest corner of said quarter quarter section on the east line of Troost Avenue, thence East parallel to the south line of said quarter quarter section 131 feet, thence North parallel with the west line of said quarter quarter section 65 feet, thence West parallel to the south line of said quarter quarter section 131 feet, thence South 65 feet on the east line of Troost Avenue to place of beginning, in Kansas City, Jackson County, Missouri.

ALSO, all that part of the southwest quarter of the northwest quarter of Section 4, Township 48, Range 33 in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point 632.57 north and

40 feet east of the southwest corner of said quarter quarter section; said point being the intersection of the north line of 62nd Street with the east line of Troost Avenue; thence North along the east line of Troost 117.33 feet; thence East parallel with the south line of said quarter quarter section 131 feet; thence South parallel with said line of Troost Avenue; 75.32 feet more or less to a point 42.01 feet north of the north line of 62nd Street, thence East parallel to the north line of 62nd Street to a point on the west line of Forest Avenue; thence South along said west line to the north line of 62nd Street; thence West along said north line 262.06 feet to the point of beginning.

(74) Substation No. 57 Courtney, Baker Road & Mo. Highway 291, Sugar Creek: The north 150 feet of the east 150 feet of the southeast quarter of Section 24, Township 50, Range 32, Jackson County, Missouri.

ALSO, beginning at the southeast corner of the northeast quarter of Section 24, Township 50, Range 32, Jackson County, Missouri, thence North along the east line of said quarter section 50 feet, thence West parallel to the south line of said quarter section 150 feet, thence South, parallel to the east line of said quarter section to a point on the south line of said quarter section, thence East along the south line of said quarter section to the point of beginning.

(75) Substation No. 48 Tomahawk 910 West 103rd Street, Kansas City: The east 175' of Lot 22, except that part thereof lying south of a line drawn 150 feet north of and parallel to the south line of said lot, in Eden, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

ALSO, part of the southwest quarter of the northeast quarter of Section 31, Township 48, Range 33, in Kansas City, Jackson County, Missouri, more particularly described as follows: Beginning in the south line of said quarter quarter section at a point 519 feet west of the southeast corner thereof; thence North parallel to the east line of said quarter quarter section, 150 feet; thence West parallel to the south line of said quarter quarter section, 70 feet; thence South parallel to the east line of said quarter quarter section, 150 feet; thence East along the south line of said quarter quarter section, 70 feet to the place of beginning, except the south part thereof in 103rd Street.

ALSO, that part of the southwest quarter of the northeast quarter of Section 31, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point 203 feet west of the southeast corner of the southwest quarter of the northeast quarter of said section, thence West 72-1/2 feet, thence North to the center of Indian Creek; thence along the said center of Indian Creek to a line 203 feet west of the west line of the southeast quarter of the

northeast quarter of said Section 31, thence South to the place of beginning, except part in county highway known as 103rd Street.

ALSO, a part of Section 31, Township 48, Range 33, in Jackson County, Missouri; beginning 454 feet west of the southeast corner of the southwest quarter of the northeast quarter of Section 31, Township 48, Range 33, thence West 65 feet; thence North 150 feet; thence East 65 feet; thence South 150 feet to the beginning, in Jackson County, Missouri.

ALSO, part of the southwest quarter of the northeast quarter of Section 31, Township 48, Range 33, in Jackson County, Missouri, particularly described as follows: Beginning in the half section line at a point 414 feet west of the southeast corner of said southwest quarter of the northeast quarter and running, thence West along the south line of said quarter quarter section 40 feet, thence North and parallel with the east line of said quarter quarter section 150 feet; thence East parallel with the first course herein described 40 feet; thence South 150 feet; thence South 150 feet to the place of beginning, in Jackson County, Missouri.

ALSO, all that part of the southwest quarter of the northeast quarter of Section 31, Township 48, Range 33 described as follows: Beginning at a point 275.5 feet west of the southeast corner of the west half of the northeast quarter of Section 31; thence West along the half section line of said section 138-1/2 feet, thence North to the center of the channel of Indian Creek, thence East and South along the center channel of Indian Creek to a line running north from beginning; thence South to place of beginning in Jackson County, Missouri.

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(76) Substation No. 34 Corder, Missouri Highway 20 & 88, Corder: Beginning at a point 92 feet north and 84.8 feet west of the Section Corner 22, 23, 26, 27 Township 50, Range 25: thence West 152.2 feet; thence North 189 feet; thence East 217 feet; thence South 145.7 feet; thence West 3.9 feet, thence Southwesterly to the place of beginning; being a part of the southeast quarter of the southeast quarter of Section 22, Township 50, Range 25, Lafayette County, Missouri.

(77) Substation No. 122 Waverly, 208 Jefferson Street, Waverly: The north 150 feet of Lots 1, 2, and 3, Block 10, Shelby and Company's Addition to the Town of Waverly, Missouri.

(78) Substation No. 703 Mayview, County Rd FF Northeast of Mayview: A tract of land in the northeast quarter of the southeast quarter of Section 6 in Township 49, Range 26 in Lafayette County, Missouri being more particularly described as follows: Beginning at an iron rod on the south right-of-way line of Missouri State Supplementary Route FF (Truman Road), 1047.2 feet west of the east line of Section 6 and

2620.0 feet north of the south line of said Section 6; thence from point of beginning South 88° 52' West along the south right-of-way line of said Route FF a distance of 208.0 feet to an iron rod; thence South 1° 08' East a distance of 208.0 feet to an iron rod; thence North 88° 52' East and parallel to the south line of Section 6, a distance of 208.0 feet to an iron rod; thence North 1° 08' West a distance of 208.0 feet to the place of beginning.

ALSO, a tract of land described as follows: Beginning on the south line of Lafayette County FF Highway, as now established, at a point 1255.2 feet west of the east line of the southeast quarter of Section 6, Township 49, Range 26, Lafayette County, Missouri; thence West along the south line of said FF Highway, a distance of 119.3 feet; thence South 1° 8' East 55 feet; thence North 88° 52' East 20 feet; thence South 1° 8' East 153 feet; thence North 88° 52' East, a distance of 99.3 feet; thence North 1° 8' West to the point of beginning.

(79) Substation No. 127 South Waverly, 4 Miles South of Waverly: A tract of land in the northwest quarter of Section 2, Township 50, Range 24, Lafayette County, Missouri, described as follows: Beginning at the northwest corner of the northwest quarter of said Section 2, thence South along the west line of said quarter section a distance of 600 feet, thence South 89° 51' East a distance of 636 feet to the center of a creek, thence North 31° 54' East along the center of said creek a distance of 60 feet, thence North 34° 28' West along the center of said creek a distance of 56 feet, thence North 13° 03' West along the center of said creek a distance of 63.2 feet, thence North 36° 07' East along the center of said creek a distance of 53 feet, thence North 8° 42' East along the center of said creek a distance of 108 feet, thence North 32° 52' West along the center of said creek a distance of 47 feet, thence North 18° 50' East along the center of said creek a distance of 81 feet, thence North 36° 28' West along the center of said creek a distance of 53 feet, thence North 13° 47' East along the center of said creek a distance of 66 feet, thence North 18° 03' West along the center of aforesaid creek a distance of 72.5 feet to the north line of said quarter section, thence West along the north line of said quarter section to the point of beginning.

(80) Substation No. 110 Higginsville, 29th & Shelby, Higginsville: Part of Lot numbered 1 in Layne & Jones Subdivision of a part of southeast quarter southwest quarter Section 6, Township 49, Range 25, now an addition to the City of Higginsville, Missouri, more particularly described as follows: Beginning at the intersection of the north line of said Lot numbered 1 with the east line of Shelby Street (formerly Lipper Avenue) as now established, in the City of Higginsville, Missouri, running thence East along the north line of said Lot numbered 1, 100 feet, thence South parallel with the East line of Shelby Street, 110 feet, thence West parallel with the north line of said Lot numbered 1, 100 feet to the east line of said Shelby Street, thence North along the east line of said Shelby Street, 110 feet to the place of beginning.

PLATTE COUNTY

(81) Substation No. 98 Riverside, Tillison Road & CB&Q Tracks, Riverside: A tract of land in the southwest quarter of Section 4, Township 50, Range 33, Platte County, Missouri, described as follows: Beginning on the west line of Section 4, Township 50, Range 33, at the point of its intersection of the northerly right-of-way line of the Chicago, Burlington & Quincy Railroad Company, the said point being 324.3 feet north of the southwest corner of said Section 4; thence North along the west line of the section a distance of 116 feet; thence right at an angle 100° 25' 45" from the west line of the section, a distance of 132 feet; thence right at an angle of 69° 34' 15", a distance of 116 feet to a point on the northerly line of the right-of-way of the Chicago, Burlington & Quincy Railroad; thence Westerly along the northerly right-of-way line to point of beginning, excepting that part of the above being in county road. Subject to all roads and easements of record.

ALSO, all that part of the southwest quarter of Section 4, Township 50, Range 33, Platte County, Missouri, described as follows: Beginning at a point on the west line of the southwest quarter of said Section 4, said point being the northwest corner of a tract of land conveyed to the Kansas City Power & Light Company by deed filed for record as Instrument No. 13349 in Book 164 at Page 51 in the Office of the Recorder of Deeds for Platte County in Platte City, Missouri, said point being 440.41 feet (Deeded 401.69 feet) north of the southwest corner of said Section 4; thence North 00° 14' 09" East along said west line, a distance of 98.42 feet (Deeded 136.05 feet) to a point on the southerly right-of-way line of Interstate Route I-635, as now established; thence South 89° 38' 04" East along said southerly right-of-way line, a distance of 32.48 feet (Deeded 34.14 feet); thence North 00° 21' 56" East continuing along said right-of-way line, a distance of 108.50 feet (Deeded 110.0 feet); thence Northeasterly continuing along said southerly right-of-way line along a curve to the right, tangent to the last described course, having a radius of 195.18 feet, an arc distance of 323.62 feet; thence South 84° 38' 04" East along said right-of-way line to a point which is 300 feet east of the west line of the southwest quarter of said Section 4 (as measured at right angles to the west line of said quarter section); thence South, parallel with and 300 feet distant from the west line of said quarter section to a point on the northerly right-of-way line of the Chicago, Burlington & Quincy Railroad Company; thence North 69° 10' 36" West along the northerly right-of-way line of said railroad to a point on the west line of the southwest quarter of said Section 4; thence North along the west line of said southwest quarter, Section 4, to the point of beginning. Excepting therefrom the aforesaid tract of land conveyed to Kansas City Power & Light Company. Also subject to the gravel road along the west line of the above described tract of land.

(82) Substation No. 11 Barry, 4401 West Tiffany Springs Road, Kansas City: A tract of land in the northwest quarter of Section 5, Township 51, Range 33, Kansas City, Platte County, Missouri, more particularly described as follows: Beginning at the southeast corner of the northwest quarter of Section 5; thence West a distance of 50 feet to the west right-of-way line of North Green Hills Road, said line also being the east property line of Parcel I and the true point of beginning; thence North $0^{\circ} 22' 25''$ East a distance of 560.5 feet to the northeast corner of Parcel I; thence North $88^{\circ} 08' 26''$ West along the south right-of-way line of Tiffany Springs Road, said line also being the north property line of Parcel I, to the intersection with the easterly right-of-way line of the special rapid transit corridor, said point being the northwest corner of Parcel I; thence Southeasterly along the easterly right-of-way of said corridor, said line being the westerly property line of Parcel I, to the intersection with the south line of the northwest quarter of Section 5; thence East along the south line of the northwest quarter of Section 5 to the intersection with the west right-of-way line of North Green Hills Road, said point being the true point of beginning.

ALSO, a tract of land in the southwest quarter of Section 5, Township 51, Range 33, Kansas City, Platte County, Missouri more particularly described as follows: Beginning at the northeast corner of the southwest quarter of Section 5; thence West a distance of 50 feet to the west right-of-way line of North Green Hills Road, said line being the east property line of Parcel II, and the true point of beginning; thence South $0^{\circ} 22' 25''$ West along the west right-of-way line of North Green Hills Road a distance of 20 rods (330 feet); thence West along a line parallel to the north line of the southwest quarter, said line being the south property line of Parcel II, South $88^{\circ} 8' 26''$ East, a distance of 816.62 feet to the intersection of said line and the easterly right-of-way line of the special rapid transit corridor; thence Northwesterly along the easterly right-of-way line of said corridor, said line being the west property line of Parcel II, to a point of intersection of said line and the north line of the southwest quarter of Section 5; thence East along the north line of the southwest quarter of Section 5 to the intersection with the west right-of-way line of North Green Hills Road, said point being the true point of beginning.

(83) Substation No. 49 Weatherby, Missouri Highway 45 & Graden Road, Platte County: A tract of land in the southwest quarter of Section 23, Township 51, Range 34, described as follows: Beginning at a point which is 1498.85 feet east and 502.5 feet north of the southwest corner of said Section 23; thence North $23^{\circ} 37'$ East 625.3 feet to a point; thence South $66^{\circ} 23'$ East 660 feet to a point; thence South $23^{\circ} 37'$ West 694.7 feet to the center of a public road; thence North $60^{\circ} 25'$ West 663.7 feet to the point of beginning, in Platte County, Missouri, except that part in public road or highway.

(84) Future Turbine Generating Site Riverside, Tillison Road & Burlington Northern Railroad, Riverside: A tract of land in the southwest quarter of Section 4, Township 50, Range 33, and the northwest quarter of Section 9, Township 50, Range 33, Platte County, Missouri, described as follows: Beginning at a railroad rail at the northwest corner of said Section 9; thence South along the west line of said Section 9, 1591.23 feet, deed (measures 1592.11 feet) to a gas pipe; thence East 1303.5 feet, deed (measures 1303.17 feet) to a point in the east line of the west half of the west half of fractional Section 9, Township 50, Range 33, thence North along said east line 1248.0 feet to a point in the southerly right-of-way line of Chicago, Burlington & Quincy Railroad as now located; thence Northwesterly along the southerly line of said railroad, 1391.0 feet, deed (measures 1390.66 feet) to the intersection of said southerly right-of-way line and the west line of the southwest quarter of Section 4, Township 50, Range 33, thence southerly along said west line, 127.0 feet, deed (measures 126.48 feet) to the point of beginning.

(85) Substation No. 63 Line Creek, 3810 N.W. 64th Street, Kansas City: All of the east 12.5 acres of the west 22.5 acres of the east 45 acres of the south half of the southeast quarter of Section 20, Township 51, Range 33, Kansas City, Platte County, Missouri, subject to easements and restrictions of record. Also the east 385 feet of the west 1480 feet of the south half of the southeast quarter of Section 20, Township 51, Range 33, Platte County, Missouri.

(86) Iatan Steam Electric Generating Station, Iatan: A tract of land comprised of all or part of fractional Sections 18, 19, 29, 30, and 32, Township 54, Range 36 of the Fifth Principal Meridian, and all or part of fractional Sections 13, 24, 25, and 26, Township 54, Range 37 of the Fifth Principal Meridian and a part of fractional Section 5, Township 53, Range 36 as said sections were surveyed and shown on the Original U.S. Government Surveys of the State of Missouri.

ALSO all or part of fractional Sections 5, 6, 7, 8, 9, 16, and 17, Township 7, Range 22 of the Sixth Principal Meridian as said sections were surveyed and shown on the Original U.S. Government Surveys of the Territory of Kansas.

ALSO certain accreted and relicted lands and former river bed; all now being in Platte County in the State of Missouri and more particularly described as follows: (NOTE: The bearings in this description are based on, or have been converted to conform to, the Missouri Coordinate System, West Zone) Beginning at the southwest corner of the southeast quarter of Section 32, Township 54, Range 36; thence North 89° 49' 28" East along said south line a distance of 928.4 feet; thence North 00° 34' 33" East parallel with the west line of said quarter section, 2672.30 feet, more or less to a point on the south line of the northeast quarter of said Section 32; thence continuing

North 00° 34' 33" East 432.26 feet; thence South 89° 19' 03" East, parallel with the south line of said northeast quarter section 1716.0 feet to a point on the east line of said Section 32; thence North 00° 34' 33" East along said east line 883.99 feet, more or less, to the southwesterly line of the right-of-way of Missouri State Highway No. 45; thence Northwesterly along said southwesterly right-of-way line through parts of said Sections 32, 29, 30, and 19, in Township 54, Range 36, over the next twenty-nine courses:

North 45° 03' 24" West 2772.21 feet; thence South 44° 56' 36" West 5.0 feet; thence North 45° 03' 24" West 700.0 feet; thence North 44° 56' 36" East 5.0 feet; thence North 45° 03' 24" West 466.0 feet; thence Northwesterly along a curve to the right, tangent to the last described course and having a radius of 5769.58 feet, an arc distance of 506.81 feet, thence North 40° 01' 24" West 2729.8 feet; thence South 49° 58' 36" West 5.0 feet; thence North 40° 01' 24" West 1625.9 feet; thence Northwesterly along a curve to the right, tangent to the last described course and having a radius of 11504.2 feet, an arc distance of 579.01 feet, thence North 37° 08' 24" West 340.1 feet; thence South 52° 51' 36" West 25.0 feet; thence North 37° 08' 24" West 100.0 feet; thence North 52° 51' 36" East 25.0 feet; thence North 37° 08' 24" West 1587.51 feet; thence South 49° 41' 36" West 10.01 feet; thence North 37° 08' 24" West 610.64 feet; thence Northwesterly on a curve to the right, tangent to the last described course and having a radius of 11514.2 feet, an arc length of 855.13 feet; thence North 89° 08' 24" West 6.02 feet; thence Northwesterly on a curve to the right, tangent to the last described course and having a radius of 11519.2 feet, and arc distance of 45.67 feet; thence North 32° 38' 24" West 1699.4 feet; thence North 57° 21' 36" East 5.0 feet; thence North 32° 38' 24" West 350.0 feet; thence North 57° 21' 36" East 5.0 feet; thence North 32° 38' 24" West 748.09 feet; thence North 89° 38' 24" West 119.24 feet; thence North 32° 38' 24" West 95.38 feet; thence South 89° 38' 24" East 119.24 feet; thence North 32° 38' 24" West 56.55 feet to the south line of said Section 18, Township 54, Range 36 at a point 750.65 feet easterly along said section line from the southwest corner of said section; thence South 89° 38' 24" East along said south line 331.43 feet to the southwesterly line of an old county road; thence along said southwesterly line over the next six courses; North 27° 32' 56" West, 122.55 feet; thence North 28° 54' 56" West, 349.13 feet; thence North 30° 34' 56" West 983.34 feet; thence North 23° 18' 56" West, 238.91 feet; thence North 30° 18' 56" West, 452.35 feet; thence North 25° 30' 56" West 48.53 feet to a point on the east line of said Section 13, Township 54, Range 37; thence South 00° 22' 26" West along said east line, 574.06 feet to the southwesterly right-of-way line of the Burlington Northern, Inc. (formerly the Chicago Burlington & Quincy Railroad Company), thence Northwesterly along said southwesterly right-of-way line 759.31 feet, thence continuing along said southwesterly right-of-way line North 25° 28' 04" West 634.46 feet, thence departing from said right-of-way line South 70° 22' 26" West 2245.96 feet; thence South 11° 37' 34" East 435.6 feet; thence North

71° 22' 26" East 253.44 feet; thence South 85° 37' 34" East 876.48 feet; thence South 00° 52' 26" West 1547.04 feet; thence North 72° 52' 26" East 238.28 feet, to a point on the west line of Lot 5 of the northeast fractional quarter of said Section 24, Township 54, Range 37; thence South 00° 22' 26" West along the west line of said Lot 5 (also referred to as the west line of the east half of the northeast quarter of said section) and the southerly prolongation thereof, 2488.10 feet to the easterly prolongation of the north line of the southwest fractional quarter of said Section 24; thence South 89° 23' 37" West along said prolongation 928.79 feet to a point which is 3055 feet easterly along said north line and prolongation, from the northwest corner of said southwest fractional quarter section; thence South 34° 17' 44" West 3252.40 feet to a point on the easterly prolongation of the south line of said Section 24 at a point 1265 feet easterly along said line from the southwest corner of said section; thence South 89° 15' 20" East along said easterly prolongation 2169.14 feet to the north-south center line of said Section 6, Township 7, Range 22, as said center line is located by decree of the Supreme Court of the United States entered June 5, 1944, and reported in 64 Supreme Court Reporter at Page 1202-1208; thence South 00° 22' 09" East along the southerly prolongation of said line 2474.31 feet to the northwest corner of the northeast quarter of fractional Section 7, Township 7, Range 22, the same being the southeast corner of a tract of land conveyed to Gary Ashpaugh and Mary Ashpaugh, husband and wife, by General Warranty Deed filed for record on the 8th day of June 1973 and recorded as Document No. 43211 in Book 416 at Page 430; thence North 89° 58' 25" West along the south line of said tract, 3118.5 feet to the southwest corner of said Ashpaugh tract, said corner also being on a line described in a boundary line agreement recorded on July 3, 1968, as Document No. 20330 in Book 311 at Page 83 in the Office of the Recorder of Deeds for Platte County; thence South 0° 55' 37" West (record South 0° 28' West) 339.04 feet; thence North 89° 04' 23" West (record North 89° 49' West) along said boundary line 877.2 feet; thence South 00° 55' 37" West (record South 00° 28' West) along said boundary line 2383.41 feet to a monumented meander point on the northerly highbank of the Missouri River (which said monumented meander point is the beginning point of the next six meander line courses which run approximately parallel to a portion of the actual boundary as follows: (1) South 68° 53' 41" East, 2169.12 feet (2) South 76° 18' 33" East, 1644.66 feet (3) South 72° 24' 55" East 2300.96 feet (4) South 63° 59' 58" East, 1078.11 feet (5) South 54° 07' 46" East, 2940.56 feet (6) South 35° 45' 15" East, 2149.20 feet to a point on the westerly point on the westerly prolongation of the south line of said Section 32, Township 54, Range 36; the last said meander point bearing South 89° 49' 28" West along said south line and westerly prolongation thereof a distance of 3669.29 feet from the southwest corner of the southeast quarter of said Section 32; thence from said monumented meander point South 00° 55' 37" West, to the low water line on the left or northerly shore of the Missouri River; thence Southeasterly along the low water line to a point on the westerly prolongation of a line that is 7371

feet north of and parallel to the south line of the northeast quarter of Section 8, Township 53, Range 36; thence leaving said low water line North $89^{\circ} 49' 28''$ East along said parallel line to a point that is 2400 feet west of the east line of the northwest quarter of said Section 5; thence South $24^{\circ} 05' 32''$ East 228.63 feet; thence North $89^{\circ} 49' 28''$ East, 1052.17 feet to a point 1255 feet west of the east line of the northwest quarter of said Section 5, Township 53, Range 36 and 7162 feet north of the south line of the northeast quarter of Section 8, Township 53, Range 36, said point being a point on a curve; thence Northwesterly along said curve to the left having a radius of 4677.31 feet (deed) and 4583.66 feet (as surveyed) to a point on the south line of Section 32 at a distance of 1461.66 feet westerly along said south line from the southwest corner of the southeast quarter of said Section 32; thence North $89^{\circ} 49' 28''$ East along said south section line 1461.66 feet to the point of beginning.

SALINE COUNTY

(87) Substation No. 26 Blackburn, North of Blackburn: One Acre in the northeast corner of the northwest quarter of the northwest quarter of Section 19, Township 50, Range 23, Saline County, Missouri.

(88) Substation No. 32 Mt. Leonard, Mo. Highway 127 near Mt. Leonard: A tract of land located in the southwest quarter of the southwest quarter of Section 12, Township 50, Range 23, Saline County, Missouri, described as follows: Beginning at a point which is 721.1 feet west of the east line and 25 feet north of the south line of said quarter quarter section, thence West parallel with the south line of said quarter quarter section a distance of 100 feet, thence right at an angle of $89^{\circ} 05'$ from the last-described course a distance of 100 feet, thence East parallel with the south line of said quarter quarter section a distance of 100 feet, thence South to the point of beginning.

(89) Substation No. 43 West Marshall, U.S. Highway 65 & 240, Marshall: Beginning at a stake 984.4 feet north and 32.3 feet east of the center of Section 9, Township 50, Range 21; thence North $21^{\circ} 45'$ East 190.6 feet, thence South $68^{\circ} 14'$ East 138.7 feet; thence South $7^{\circ} 36'$ West 335.2 feet; thence North $36^{\circ} 49'$ West 258.2 feet to the place of beginning.

(90) Service Center Sweet Springs, 104 North Locust Street, Sweet Springs: Beginning at the intersection of the east line of Miller Street in the City of Sweet Springs and the north line of the right-of-way of the Missouri Pacific Railroad; thence East along the north line of the Missouri Pacific Railroad right-of-way 264 feet more or less; thence North 50 feet, thence West on a line parallel with the north line of the northwest quarter of the northwest quarter of Section 11, Township 48, Range 23, 263.9 feet more or less to the east line of Miller Street; thence South on the east line of Miller Street to the point of beginning.

ALSO, all of Irregular Lot 18, Sweet Springs, Saline County, Missouri, described by metes and bounds as follows: Commencing at a point 25.0 feet east of the northwest corner of the southeast quarter of the northwest quarter of the northwest quarter of Section 11, Township 48, Range 23, Saline County, Missouri, said point being on the east right-of-way line of Miller Street and also being the northwest corner of Irregular Lot 19 as shown by the J. J. Smith map of Sweet Springs, Missouri, and also the southwest corner of Lot 1 in Block 4 of J. C. Magness Addition to Sweet Springs, Saline County, Missouri; thence South 89° 54' 40" East along the north line of said southeast quarter of the northwest quarter of the northwest quarter, said line also being the north line of said Irregular Lot 19 and the south line of said J. C. Magness Addition, 264.0 feet to the northeast corner of said Irregular Lot 19, said point also being the northwest corner of Irregular Lot 18, as shown on said J. J. Smith map of Sweet Springs, Missouri, and the Point of Beginning of a tract herein described; thence continuing South 89° 54' 40" East along the north line of said southeast quarter of the northwest quarter of the northwest quarter, said line also being the south line of said J. C. Magness Addition and the north line of said Irregular Lot 18, 466.50 feet to the northeast corner of said Irregular Lot 18, said point also being the southeast corner of Lot 4 in Block 3 of said J. C. Magness Addition and also being a point on the west right-of-way line of Locust Street (Missouri State Route 127); thence South 01° 10' West along the east line of said Irregular Lot 18 and west right-of-way line of Locust Street (Missouri State Route 127), 182.65 feet to a point on the northerly right-of-way line of the Missouri Pacific Railroad, said point also being the southeast corner of said Irregular Lot 18; thence Southwesterly along said northerly right-of-way line and the south line of Irregular Lot 18, along a curve to the right with a main line degree of curve of 02° 42', 350.32 feet to Railroad PT Station 11171 plus 43.3; thence continuing along said northerly right-of-way line and the southerly line of Irregular Lot 18, South 86° 38' 40" West, 123.71 feet to a point 257.0 feet east of the east right-of-way line of said Miller Street as measured along said northerly right-of-way line of the Missouri Pacific Railroad, said point also being the southwest corner of Irregular Lot 18, and the southeast corner of said Irregular Lot 19; thence North 01° 40' 30" East along the west line of said Irregular Lot 18, said line also being the east line of said Irregular Lot 19, 240.29 feet to the point of Beginning.

(91) Substation No. 95 Norton, on County Road O South of Norton: A tract of land described as follows: Beginning on the west line of the southwest quarter of the southwest quarter of Section 20, Township 51, Range 20, in Saline County, Missouri, at a point 1032.58 feet north of the south line of said quarter quarter section, thence East parallel

with the said south line a distance of 688.38 feet, thence North parallel with the west line of said quarter quarter section a distance of 345.5 feet to the north line of said quarter quarter section, thence West along said north line a distance of 688.38 feet to the west line of said quarter quarter section, thence South along said west line to the point of beginning, subject to the right-of-way of State Road "O" located along the west side of said tract.

(92) Radio Tower, on County Road AD, West of Mo. Highway 41, South of Miami: A 5 acre tract located in the northeast quarter of Section 20, Township 52, Range 21, Saline County, Missouri, more thoroughly described as follows: Beginning at the northwest corner of southeast quarter of northeast quarter of Section 20, thence East along said north line of southeast quarter of northeast quarter a distance of 466.69 feet, thence South and parallel with the west line of said quarter quarter a distance of 466.69 feet, thence West and parallel with the north line of said quarter quarter a distance of 466.69 feet to a point on the west line of said quarter quarter section, thence North along west quarter quarter line 466.69 feet to a point of beginning, excepting that part dedicated for highway purposes.

(93) Substation No. 28 Sweet Springs, Broadway & Oak Streets, Sweet Springs: The east 104 feet of Lots 11, 12 and 13 in Block 11 of Dankenbring's Re-Subdivision of part of the northwest quarter of the southwest quarter of Section 2, Township 48, Range 23, Saline County, Missouri.

Beginning at the southeast corner of said Block 11, thence North along the east line of said Lots 13, 12, and 11, a distance of 95 feet, to the north line of said Lot 11; thence West along the said north line of Lot 11, a distance of 104 feet; thence South, parallel with the said east line of Lots 11, 12, and 13, to the south line of said Block 11; thence East along said south line of Block 11 to the point of beginning.

(94) Substation No. 59 Gilliam, on Mo. Highway 240 East of Gilliam: A tract of land described as follows: Beginning on the northerly line of State Highway No. 240 at a point 161 feet east of the west line of the southwest quarter of the northwest quarter of Section 4, Township 51, Range 19, Saline County, Missouri (measured along said highway line), thence Easterly along said highway line a distance of fifty (50) feet, thence North at an angle of 90° left from last-described course a distance of 50 feet, thence West at an angle of 90° left from last-described course a distance of 50 feet, thence South at an angle of 90° left from last-described course to the point of beginning.

(95) Substation No. 702, Newell, on Mo. Highway 20 West of Marshall:
A tract of land in the west half of the northwest quarter of Section 16 Township 50, Range 21, Saline County, Missouri, described as follows: Beginning on the northerly line of Missouri Highway No. 20, as now established, at a point 262.1 feet west of the east line of said half quarter section, as measured along the northerly line of said Missouri Highway No. 20, thence North parallel with the east line of said half quarter section a distance of 125 feet, thence left at an angle of 89° 40' from the last described course a distance of 125 feet, thence left at an angle of 90° 20' from the last described course, to a point on the northerly line of said Missouri Highway No. 20, thence Easterly along the northerly line of said Missouri 20 to the point of beginning.

REAL ESTATE IN KANSAS

All the following described real estate of the Company situated in the State of Kansas:

ANDERSON COUNTY

(96) Substation No. 80 Greeley, on U.S. Highway 169 West of Greeley: A tract of land located in the northeast quarter of Section 36, Township 19, Range 20, Anderson County, Kansas, more particularly described as follows: Beginning at a point on the southerly right of way line of U.S. Highway 169 said point being 231.6 feet west and 103.0 feet south of the northeast corner of northeast quarter Section 36, with a Southwest angle of 89° 10' off the north line of said quarter section, thence continuing South on this last described course a distance of 100.0 feet, thence East a distance of 100.0 feet, thence North and parallel with the west line of said tract a distance of 112.0 feet to the southerly right of way line of U.S. Highway 169, thence Westerly along said southerly right-of-way line to point of beginning.

(97) Substation No. 97 Welda, on U.S. Highway 169 near Garnett: A tract of land described as follows: Beginning on the west line of a public road which lies along the east side of the northeast quarter of Section 18, Township 21, Range 20, Anderson County, Kansas at its point of intersection with the south line of the public road which lies along the north side of said quarter section (said point being further identified as being 30 feet west of and 35 feet south of the northeast corner of said section), thence South along the west line of first described public road a distance 100 feet, thence West parallel with the north line of the section a distance of 100 feet, thence North to the south line of the public road next described, thence East along said south line of the public road to the point of beginning.

(98) Substation No. 481 Greeley Regulator, on U.S. Highway 169 Southwest of Greeley: Beginning at a point on the easterly right-of-way line of U.S. Kansas Highway 169, as now established, said point being 544 feet northeasterly of the south line of the northeast quarter of Section 10, Township 20, Range 20, Anderson County, Kansas, as measured along the easterly right-of-way of said U.S. 169, thence at an angle of 90° to the right from the northeasterly course of the easterly right-of-way line of said U.S. Highway 169 a distance of 100 feet, thence at an angle of 90° to the left from the last described course a distance of 100 feet, thence at an angle of 90° to the left from the last described course a distance of 100 feet to the easterly right-of-way line of said U.S. Highway 169, thence at an angle of 90° to the left from the last described course a distance of 100 feet to the point of beginning.

COFFEY COUNTY

(99) Wolf Creek Nuclear Generating Station & Lake, on U.S. Highway 75, North of Burlington: An undivided 47 percent interest in and to the following real estate subject to that certain December 28, 1981, Ownership Agreement between Kansas City Power & Light Company, Kansas Gas and Electric Company, and Kansas Electric Power Cooperative, Inc. recorded at the Office of the Register of Deeds in Coffey County, Kansas, Book No. W, Pages 465-500, respectively:

Beginning at the west quarter corner of Section 24, Township 20, Range 15; thence East to the northeast corner of the west half of the west half of the southeast quarter of said Section 24; thence South to the southeast corner of the west half of the northwest quarter of the northeast quarter of Section 25, Township 20, Range 15; thence West to the west line of the northeast quarter of said Section 25; thence South to the south quarter corner of said Section 25; thence West to a point 797.8 feet east of the northwest corner of the northwest quarter of Section 36, Township 20, Range 15; thence South 520 feet; thence Southeasterly to a point 1020 feet west of the southeast corner of the north half of the northwest quarter of said Section 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 northeast corner of the west half of the southwest quarter of said Section 36; thence South to the northeast corner of the southwest quarter of the southwest quarter of said Section 36; thence East to the east line of the west half of said Section 36; thence South to the south quarter corner of said Section 36; thence East to the southwest corner of the east half of the southeast quarter of the southeast quarter of said Section 36; thence North to the northwest corner of the east half of the southeast quarter of the southeast quarter of said Section 36; thence East to the northeast corner of the west half of the southwest quarter of the southwest quarter of Section 31, Township 20, Range 16; thence South to the southeast corner of said west half of the southwest quarter of the southwest quarter; thence East to the northeast corner

of Section 6, Township 21, Range 16; thence South to the northwest corner of the south half of the north half of Section 5, Township 21, Range 16; thence East to the northeast corner of the southwest quarter of the northwest quarter of Section 4, Township 21, Range 16; thence South to the southeast corner of the southwest quarter of the southwest quarter of said Section 4; thence West to the northeast corner of Section 8, Township 21, Range 16; thence South to the southeast corner of said Section 8; thence West 1704.96 feet; thence South to the north line of the south half of the northeast quarter of Section 17, Township 21, Range 16; thence East to the northeast corner of the south half of the northwest quarter of Section 16, Township 21, Range 16; thence South to the south quarter corner of Section 21, Township 21, Range 16; thence West to a point 450 feet west of the southeast corner of Section 20, Township 21, Range 16; thence South to a point 450 feet west of the east quarter corner of Section 29, Township 21, Range 16; thence West to the center of said Section 29; thence South to the southeast corner of the north half of the southwest quarter of said Section 29; thence West to the southwest corner of said north half of the southwest quarter; thence North to the southeast corner of the north 70 acres of the southeast quarter of Section 30, Township 21, Range 16; thence West to the southwest corner of the north 70 acres of said southeast quarter; thence North to the center of said Section 30; thence West to the west quarter corner of said Section 30; thence North to the northwest corner of said Section 30; thence West to the southwest corner of the east half of the east half of the southeast quarter of Section 24, Township 21, Range 15; thence North to the northwest corner of said east half of the east half of the southeast quarter; thence East to the southeast corner of the northeast quarter of said Section 24; thence North to the southeast corner of the northeast quarter of the southeast quarter Section 13, Township 21, Range 15; thence West to the southwest corner of said northeast quarter of the southeast quarter; thence North to the northwest corner of said northeast quarter of the southeast quarter; thence West to the center of said Section 13; thence North to the north quarter corner of said Section 13; thence West to the southwest corner of the southeast quarter of the southwest quarter of Section 12, Township 21, Range 15; thence North to the northwest corner of said southeast quarter of the southwest quarter; thence West to the southwest corner of the northwest quarter of the southwest quarter of said Section 12; thence North to the northwest corner of said Section 12; thence West to the southwest corner of the east half of the southeast quarter of Section 2, Township 21, Range 15; thence North 1700 feet; thence West 670 feet; thence North to the north line of the south half of the northeast quarter of said Section 2; thence West to the northwest corner of the south half of the northeast quarter of said Section 2; thence North to a point 1050 feet south of the north line of said Section 2; thence West 600 feet; thence North to a point 720 feet west of the northeast corner of the southeast quarter of Section 34, Township 20, Range 15; thence East to the center of Section 35, Township 20, Range 15; thence North to the center of Section 26,

Township 20, Range 15; thence East to the southeast corner of the west half of the southeast quarter of the northeast quarter of said Section 26; thence North to the northeast corner of said west half of the southeast quarter of the northeast quarter; thence East to the east line of said Section 26; thence North to the west quarter corner of Section 24, Township 20, Range 15 being the point of beginning, except Stringtown Cemetery and except a tract in the northeast quarter of the northeast quarter of Section 1, Township 21, Range 15 described as beginning at a point 1060.0 feet south of northeast corner of said northeast quarter; thence West 446.9 feet; thence South 730.0 feet; thence East 446.0 feet; thence North 726.2 feet to the 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 half of the southeast quarter and the southeast quarter of the southwest quarter of Section 35, Township 20, Range 15.

A tract in Section 1, Township 21, Range 15 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 half of the northwest quarter, the east half of the southwest quarter, the northwest quarter of the southwest quarter, the west half of the northeast quarter and the northeast quarter of the northeast quarter of Section 12, Township 21, Range 15, except that part of the north half of the northeast quarter of Section 12 lying north of Wolf Creek.

The north half of the southwest quarter of the northeast quarter and the southwest quarter of the southwest quarter of the northeast quarter of Section 30, Township 21 South, Range 16.

The west half of the northwest quarter of Section 29 and the southeast quarter of the northeast quarter and the southeast quarter of the southwest quarter of the northeast quarter of Section 30, all in Township 21, Range 16.

The north half of the southeast quarter and the south half of the southwest quarter of Section 19, Township 21, Range 16, except a tract 16 rods X 20 rods for a school located in the southeast corner thereof.

Southeast quarter of Section 17, Township 21, Range 16.

Northeast quarter and the north half of the southeast quarter of Section 20, Township 21, Range 16.

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

The east half of the southeast quarter of Section 22, Township 20, Range 15.

The east half of Section 23, Township 20, Range 15.

The south half of the north half and the east half of the southeast quarter and the east half of the west half of the southeast quarter, all in Section 24, Township 20, Range 15.

The east half of the northeast quarter and the east half of the west half of the northeast quarter and the west half of the southwest quarter of the northeast quarter, all in Section 25, Township 20, Range 15.

The west half of the east half of the northeast quarter and the east half of the northeast quarter of the northeast quarter, all in Section 26, Township 20, Range 15.

The east half of the southeast quarter of Section 34, Township 20, Range 15 except the east 720 feet thereof.

The northwest quarter of the northeast quarter and the southwest quarter of the southeast quarter and the northeast quarter of the southeast quarter and the west half of the southeast quarter of the southeast quarter, all in Section 36, Township 20, Range 15.

The west half of Section 31, Township 20, Range 16 except the west half of the southwest quarter of the southwest quarter.

The northwest quarter and the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of Section 13, Township 21, Range 15.

The northeast quarter of Section 14, Township 21, Range 15 except the northwest quarter of the northwest quarter of the northeast quarter, and except the west 100 feet of the northeast quarter of the northwest quarter of the northeast quarter; also that part of the south half of the north half of the northwest quarter 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 half of the northwest quarter of said Section 14; thence East to

the east line of said quarter section; thence South 80 rods; thence West 160 rods; thence North 37 rods and 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 the point of beginning; also a tract commencing at the northwest corner of the southwest quarter of said Section 14; thence East 160 rods; thence South 57 rods; thence West to the Neosho River; thence up said River to a point 10 rods south of the beginning; thence North to the beginning, EXCEPT land deeded for Highway purposes, all in Section 14, Township 21, Range 15, AND EXCEPT, the following described tract, to wit: Beginning at the southwest corner of the northwest quarter of Section 14, Township 21, Range 15; 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 the beginning; thence North to the beginning, containing 10 acres, more or less, the last said tract being conveyed by deed dated August 8, 1975 to John A. Decker and Dolores Decker, husband and wife.

The north half of the northwest quarter of Section 5, Township 21, Range 16.

The west half of the northwest quarter of Section 9, Township 21, Range 16.

The east half of the northwest quarter of Section 34, Township 21, Range 16, less a tract beginning at the northwest corner of said east half of the northwest quarter; thence South to Long Creek; thence up Long Creek at a low-water mark in a northeasterly direction to the section line; thence due West to the place of beginning.

DOUGLAS COUNTY

(100) Substation No. 472 Baldwin, South of Baldwin: A tract of land in the northwest quarter of the northwest quarter of Section 10, Township 15, Range 20, Douglas County, Kansas, described as follows: Beginning at a point on the east line of a county road which is 1100 feet south of the north line and 50 feet east of the west line of the said quarter quarter section, thence left at an angle of 90° from the southerly course of a line parallel to and 50 feet east of the west line of said quarter quarter section, a distance of 100 feet, thence right at an angle of 90° a distance of 100 feet, thence right at an angle of 90° a distance of 100 feet to the east line of said county road, thence North along the east line of aforesaid county road to the point of beginning.

FRANKLIN COUNTY

(101) Substation No. 76 Rock Creek, U.S. Highway 59 South of Ottawa: Commencing at a point on the section line between Sections 24

and 25, Township 17, Range 19, 222.75 feet east from the northwest corner of said Section 25, thence South, parallel with the west line of said Section 25, 198 feet, thence East parallel with the north line of said Section 25, 111 feet, thence North parallel with the west line of said Section 25, 198 feet, thence West, on the north line of said Section 25, 111 feet to place of beginning. All in Franklin County, Kansas.

(102) Substation No. 477 Ransomville, U.S. Highway 50 East of Ransomville: A tract of land 100 feet by 100 feet in the southeast corner of the southeast quarter of the southeast quarter of Section 4, Township 18, Range 18, Franklin County, Kansas, more particularly described as follows: Beginning at a point 25 feet west of the east line of said quarter quarter section and 40 feet north of the center line of U.S. 50 Highway as now established, thence West 100 feet along north right-of-way line of said U.S. 50 Highway, thence North 100 feet, thence Easterly parallel to the north right-of-way line of U.S. 50 Highway, 100 feet to the west right-of-way line of a county road, thence South along the west right-of-way line of said county road 100 feet to the point of beginning.

(103) Substation No. 46 South Ottawa, North of Highway I-35, West of U.S. Highway 59 near Ottawa: Beginning on the west line of the southwest quarter of the northwest quarter of Section 14, Township 17, Range 19, in Franklin County, Kansas, at a point 710 feet north of the south line of said quarter quarter section, thence East parallel with said south line a distance of 490 feet, thence North parallel with the west line of said quarter quarter section a distance of 425 feet, thence West parallel with the south line of said quarter quarter section a distance of 490 feet to the west line of the quarter quarter section, thence South along said west line a distance of 425 feet to the point of beginning, subject to the rights of the public for highway purpose in the west 40 feet of the tract of land herein conveyed.

(104) Radio Tower Site KCR 798, East of U.S. Highway 59 and South of Highway I-35 near Lane: A tract of land in the northeast quarter of Section 25, Township 18, Range 20, Franklin County, Kansas, described as follows: Beginning on the east line of the northeast quarter of said section at a point 1324.6 feet south of the northeast corner of said section, thence West 466.69 feet, thence South and parallel with the east line of said quarter section 466.69, thence East and parallel with the north line of said tract 466.69 feet, thence North along east line of said quarter section 466.69 feet to a point of beginning.

(105) Substation No. 105 Sand Creek, Northwest of Ottawa: A tract of land 100 feet by 100 feet in the west half of the northwest quarter of Section 23, Township 16, Range 19, Franklin County, Kansas, described as follows: Beginning at a point which is approximately 30 feet south and 30 feet east of the northwest corner of said Section 23, thence East parallel with the north line of said section a distance of

100 feet, thence South parallel with the west line of said section a distance of 100 feet, thence West parallel with the north line of said section a distance of 100 feet, thence North parallel with the west line of said section to the point of beginning.

ALSO a tract of land in the northwest quarter of the northwest quarter of Section 23, Township 16, Range 19, Franklin County, Kansas, described as follows: Beginning at a point 30 feet south and 130 feet east of the northwest corner of said Section 23; thence East, parallel with the north line of said section 23, a distance of 25 feet; thence South, parallel with the west line of said Section 23, a distance of 100 feet; thence West, parallel with the north line of said Section 23, a distance of 25 feet; thence North, parallel with the west line of said Section 23, to the point of beginning.

(106) Substation No. 480 Wellsville, Kansas Highway 33, Wellsville: Beginning at a point 60 feet east of the west line and 25 feet south of the north line of the northwest quarter of Section 27, Township 15, Range 21, Franklin County, Kansas. Thence South parallel to the west line of said quarter section a distance of 100 feet, thence East parallel to the north line of said quarter section a distance of 100 feet. Thence north parallel to the west line of said quarter section a distance of 100 feet, thence West parallel to the north line of said quarter section a distance of 100 feet to the point of beginning.

(107) Microwave Tower Site, Southeast of Williamsburg: A tract of land described as follows: Beginning at a point in the northwest quarter of Section 32, Township 18, Range 18, Franklin County, Kansas, said point being 35 feet east of the west line and 30 feet south of the north line of said northwest quarter section; thence East, parallel to said north line, a distance of 450 feet; thence South, parallel to said west line, a distance of 450 feet; thence West, parallel to said north line, a distance of 450 feet; thence North, parallel to said west line to the point of beginning.

(108) Microwave Tower Site, Southeast of Ottawa: A tract of land in the northwest quarter of the northwest quarter of Section 22, Township 17, Range 20, Franklin County, Kansas, described as follows: Beginning on the west line of said Section 22 at a point 30 feet south of the north line of said section; thence East parallel with and adjoining the south right-of-way line of a certain county road, as now established along the north side of said Section 22, a distance of 480 feet; thence South parallel to the west line of said section, a distance of 450 feet; thence West parallel to said south right-of-way line of said county road to a point on the west line of said section; thence North to point of beginning.

JOHNSON COUNTY

(109) Substation No. 72 Craig, 10859 Craig Road, Johnson County: All of that part of the southwest quarter of Section 12, Township 13, Range 23, described as follows: Beginning at a point at which R. M. Peltier has set an iron bar at the southwest corner of the north half of the southwest quarter of said section which iron bar is 1299.31 feet north of an iron bar set by others in the southwest corner of said section; thence North 1299.31 feet to an iron bar set by R. M. Peltier at the northwest corner of the southwest quarter of said section; thence East along the center line of said section 2651.95 feet to an iron bar set by R. M. Peltier at the northeast corner of the southwest quarter of said section; thence South along the center line of said section a distance of 1312.6 feet to an iron bar set by R. M. Peltier at the southeast corner of the north half of the southwest quarter of said section; thence West along the south line of the north half of the southwest quarter a distance of 2655.83 feet to a point of beginning, less that part theretofore conveyed to the Atchison, Topeka & Santa Fe Railroad. Subject to easements of record.

(110) Substation No. 81 West Gardner, 18827 Dillie Road, Johnson County near Gardner: The north half of the southeast quarter of Section 32, Township 14, Range 22, Johnson County, Kansas EXCEPT the north 27 rods 445.5 feet of the west 12 rods 198 feet thereof.

(111) Substation No. 47, 9521 West 88th Street, Overland Park: All of Lots 61, 62, 63, 88 and 89, and the south 35 feet of vacated 88th Street, lying north of and adjoining Lot 61, and Lot 62, except the west 110 feet thereof, also the south 15 feet of vacated 88th Street lying north of and adjacent to Lot 63 and the west 110 feet of Lot 62, all being part of the Lots 28 to 119, BREYFOGLE a sub-division in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

ALSO all of Lots 90 and 91, of LOTS 28 TO 119, BREYFOGLE, a sub-division in Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

ALSO all of Lot 64, except the west 20 feet; all of vacated Knox, lying east of and adjacent to said Lot 64; and all that part of vacated 88th Street, lying north of and adjacent to said Lot 64, except the west 20 feet thereof, and except the north 35 feet thereof; and all that part of vacated 88th Street and vacated Knox and lying east of the northerly extension of the east line of said Lot 64 and west of the northerly extension of the west line of Lot 63 except the north 35 feet thereof, all in "Lots 28 to 119 BREYFOGLE", a sub-division of land now in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

(112) Substation No. 69 Moonlight, 17508 Moonlight Road, Gardner: The Northeast quarter of the northeast quarter of the northeast quarter of Section 25, Township 14, Range 22, Johnson County,

Kansas, lying south of the right-of-way of the Atchison, Topeka and Santa Fe Railroad.

(113) Substation No. 38 Oxford, 14540 Antioch, Overland Park: Beginning at the southeast corner of the north one-half of the northeast quarter of Section 1, Township 14, Range 24, Johnson County, Kansas; thence West along the south line of said north one-half to the westerly right-of-way line of Antioch Road a distance of 20 feet; thence continuing West along said south line a distance of 1100 feet to a point; thence North parallel to the east line of said north one-half of distance of 600 feet to a point; thence East parallel to the south line of said north one-half a distance of 670 feet to a point; thence South parallel to the east line of said north one-half a distance of 415 feet to a point; thence East parallel to the south line of said north one-half a distance of 430 feet to a point in the west right-of-way line of Antioch Road; thence East along the same course a distance of 20 feet to a point in the east line of said north one-half; thence South along the east line of said north one-half a distance of 185 feet to the point of beginning; subject to easements of record.

(114) Substation No. 22 Switzer, 9900 West 127th Street, Overland Park: Beginning at the southwest corner of the southeast quarter of the southwest quarter of Section 24, Township 13, Range 24, Johnson County, Kansas; thence East along the south line of said quarter quarter section, 430 feet; thence North and parallel with the west line of said quarter quarter section, 507 feet; thence West and parallel with aforesaid south line to a point on the west line of said quarter quarter section; thence South along said west line to the point of beginning, except part in public road or highways.

(115) Substation No. 29 Lenexa, 15730 West 95th Street, Lenexa: The west one-half of the southwest quarter of the southeast quarter of Section 32, Township 12, Range 24, Johnson County, Kansas.

(116) Substation No. 82 Mur Len, 15900 West 159th Street, Johnson County: The south 622.29 feet of the east 910 feet of the southwest quarter of Section 8, Township 14, Range 24, Johnson County, Kansas.

(117) Substation No. 13 Shawnee, 12501 West 51st Street, Shawnee: All of Lots 20, 21, 22, 23 and 25, MEL-0-DEE MANOR, a sub-division in the City of Shawnee, Johnson County, Kansas. Also all that part of the north 30 acres of the northwest quarter of the southeast quarter of Section 3, Township 12, Range 24, in Johnson County, Kansas, lying westerly of and adjacent to the westerly line of said Mel-0-Dee Manor as same is now platted except that part thereof presently owned by Kansas City Power & Light Company.

(118) Substation No. 50 Kenilworth, 4609 West 90th Terrace, Overland Park: Lot 1, except that part of Lot 1 which lies westerly from a line 40 feet easterly from and parallel to the following described center line of Roe Avenue: Beginning at the intersection of the westerly

extension of the north line of said Lot 1 with the north-south center line of said Section 33, said point being on the center line of Roe Avenue as established by the recorded plat of said Somerset Acres West; thence South along said center line of Section 33 and of Roe Avenue to a point which is 75 feet north of the east-west center line of said Section 33; thence Southeasterly along a curve to the left, said curve having a radius of 500 feet, a distance of 75.24 feet to its intersection with the east-west center line of said Section 33, the last aforesaid center line being on the south line of said Lot 1, and all of Lots 2 and 3, said lots being a part of Block 6, Somerset Acres West, a sub-division of land in the northeast quarter of Section 33, Township 12, Range 25, in Johnson County, Kansas.

ALSO Lot 4, Block 6, Somerset Acres West, a sub-division in Prairie Village, Johnson County, Kansas, according to the recorded plat thereof. Subject to easements, reservations, and restrictions of record.

(119) Substation No. 91 Merriam, 6412 Carter Avenue, Merriam: A tract of land in the northeast quarter of the northwest quarter of Section 13, Township 12, Range 24 in Johnson County, Kansas, described as follows: Beginning at a point on the south line of the northeast quarter of the northwest quarter of said Section, and 558.15 feet west of the southeast corner of the northeast quarter of the northwest quarter of Section 13, Township 12, Range 24, said point being on the west right-of-way line of Crowder (Carter) Road, thence West on the south line of the northeast quarter of the northwest quarter of said Section 13 approximately 335.98 feet to the center line of Turkey Creek, thence on a meandering line Northwesterly with the center line of Turkey Creek to a point which is 990.15 feet west and approximately 71.35 feet north of the southeast corner of the northeast quarter of the northwest quarter of said Section 13, thence North to a point which is 990.15 feet west and 400 feet north on a 90° angle from the south line of said quarter section line, thence East at a 90° angle from the last described line to a point on the west right-of-way line of Crowder (Carter) Road, thence Southerly along the west right-of-way line of Crowder (Carter) Road to the point of beginning.

ALSO a parcel of land lying in the southeast corner of Lot 25, Sherwood Forest, a sub-division in the City of Merriam, Johnson County, Kansas; said parcel being bound on the south by the south property line of said Lot 25; bound on the north and the east by the existing center line of Turkey Creek as shown on the original plat of said Sherwood Forest, dated and recorded April 9, 1947; bound on the west by the following described line, said described line having a true point of beginning located as follows: Beginning at the northwest corner of Lot 25, Sherwood Forest, a sub-division in the City of Merriam, Johnson County, Kansas; thence Southeasterly along the north line of said Lot 25 a distance of 446.50 feet to the center line of relocated Turkey Creek; thence South 20° 03' 53" East along the center line of relocated

Turkey Creek a distance of 5.79 feet; thence South 29° 56' 09" East along the center line of relocated Turkey Creek a distance of 164.86 feet; thence South 36° 29' 51" East along the center line of relocated Turkey Creek a distance of 77.38 feet; thence Southeasterly along the center line of relocated Turkey Creek on a curve to the right having a radius of 200.00 feet a distance of 43.54 feet to the south line of said Lot 25, and true point of beginning of said described line; thence Northwesterly along the center line of relocated Turkey Creek on a curve to the left having a radius of 200.00 feet a distance of 43.54 feet; thence North 36° 29' 51" West along the center line of relocated Turkey Creek to the southerly extension of the west property line of Kansas City Power & Light Company; thence due North along the said west property line of Kansas City Power & Light Company to the intersection of the center line of existing Turkey Creek as shown on the original plat of said Sherwood Forest and said west property line; said intersection being the terminus of said described line.

(120) Substation No. 68 Roeland Park, 4702 Roe Avenue, Roeland Park: A tract of land in the northwest quarter of Section 4, Township 12, Range 25, Johnson County, Kansas, described as follows: Beginning on the north line of the northwest quarter of Section 4, Township 12, Range 25, at a point 215.8 feet west of the northeast corner of the northwest quarter of said section, thence South a distance of 350 feet, thence West a distance of 350 feet, thence North a distance of 350 feet to the north line of the said northwest quarter section, thence East along the north line of said quarter section a distance of 350 feet to the point of beginning.

(121) Transmission Line; Overland Park - Merriam, 10001 West 75th Street, Overland Park: A tract of land, 100 feet in width for 161 kv Kenilworth-Merriam line right-of-way described as follows: Beginning at the northeast corner of the west half of the southwest quarter of Section 24, Township 12, Range 24; thence South along the east line of said fractional section, a distance of 150.3 feet to a point on the westerly right-of-way of the St. Louis & San Francisco Railroad; thence Southwesterly along said right-of-way to a point 100 feet west of the east line of said fractional section; thence North parallel with the east line of said fractional section to a point on the center line of 75th Street, said center line also being the east-west center line of Section 24, Township 12, Range 24, 100 feet west of the northeast corner of said fractional section; thence East a distance of 100 feet to point of beginning.

(122) Substation No. 148 Roe Terminal, 4704 Fontana, Roeland Park: The east half of Lots 1 and 2 of Beer's Third Addition in the northeast quarter of Section 4, Township 12, Range 25, Johnson County, Kansas.

(123) Substation No. 41 Olathe, 135th Street and Black Bob Road, Olathe: The southeast quarter of the southwest quarter of the

southwest quarter of Section 28, Township 13, Range 24, in Johnson County, Kansas, subject to a highway easement over the south 60 feet thereof.

ALSO the northeast quarter of the southwest quarter of the southwest quarter of Section 28, Township 13, Range 24, in Johnson County, Kansas.

(124) Service Center Johnson County, 8730 Nieman Road, Overland Park: All of Lots 7 and 8, SUNSET HILL, a sub-division of land in Johnson County, Kansas, except the west 100 feet thereof (but including the right-of-way reserved by parties of the first part in the deed by which said west 100 feet was conveyed by them to L. and M., Inc., on January 28, 1959, as appears in said deed filed February 2, 1959, as Instrument No. 568760 in the Office of the Register of Deeds of Johnson County, Kansas, and there recorded in Book 437 of Deeds at Page 587) and except that portion of said real estate described as beginning at the southeast corner of said Lot 7 (said point being on the east line of the northwest quarter of Section 35, Township 12, Range 24, and in Nieman Road); thence North 150 feet; thence West 290 feet; thence South 150 feet to the south line of said Lot 7; thence East along said south line to the point of beginning. Said real estate is further subject to the right-of-way of the west half of Nieman Road (being the east 25 feet of said Lots 7 and 8) and is subject to the highway right-of-way condemned by Kansas State Highway Commission, described as beginning at the northwest corner of said Lot 8; thence South along the west line of said lot 65 feet; thence Northeasterly to a point on the north line of said lot 200 feet east of the place of beginning; thence West 200 feet along said north line to the place of beginning.

ALSO a part of Lot 7, SUNSET HILL, a sub-division of land in the northeast quarter of northwest quarter of Section 35, Township 12, Range 24, Johnson County, Kansas, described as follows: Beginning at a point on the east line of said quarter quarter Section 35, said point being the southeast corner of said Lot 7, thence North 150 feet, thence West 290 feet, thence South 150 feet, thence East along the south line of Lot 7, to the point of beginning, subject to the right-of-way of the west half of Nieman Road, being the east 25 feet of said Lot 7.

(125) Substation No. 16 Stillwell, 191st Street East of Metcalf, Johnson County: The southeast quarter of Section 32, Township 14, Range 25, in Johnson County, Kansas, except the northeast quarter of the southeast quarter of Section 32, Township 14, Range 25.

(126) Substation No. 12 Brookridge, 10001 West 103rd Street, Overland Park: A tract of land in the north half of the northwest quarter of Section 12, Township 13, Range 24, described as follows: Beginning on the south line of 103rd Street (old R/W) (as now established) at a point which is 112 feet east of the west line of the northeast quarter of the northwest quarter of said Section 12, thence

South, parallel with the west line of said quarter quarter section a distance of 500 feet, thence West at an angle of 90° to the right from the last described course a distance of 400 feet, thence North at an angle of 90° to the right from the last described course to the south line of said 103rd Street, thence East along the south line of aforesaid 103rd Street to the point of beginning, all in Johnson County, Kansas.

(127) Substation No. 93 Greenwood, 65th and Lackman Road, Shawnee: Beginning at a point 20 feet east of the northwest corner of the southwest quarter of the northwest quarter of Section 16, Township 12, Range 24, in Johnson County, Kansas; thence South 16° 16' East 125.7 feet, thence South 5° 38' East, 317.8 feet; thence North 88° 01' East 428.6 feet; thence South 81° 17' East to the east line of said west half of the southwest quarter of the northwest quarter, thence North 02° 28' West, to the north line of the northwest quarter of the southwest quarter of the northwest quarter of said Section 16, thence West to point of beginning, of said Section 16. EXCEPT for an easement reserved in granters to the north 25 feet of the west half of the north half of the southwest quarter of the northwest quarter of Section 16, Township 12, Range 24, Johnson County, Kansas, for ingress and egress, which said easement shall be subject to the right of the grantee to locate its poles and wires across said strip of land and to the further right of the grantee to dedicate same for a public right-of-way.

(128) Substation No. 101 Stanley, 159th Street and U.S. Highway 69, Overland Park: A tract of land 100 feet by 100 feet described as follows: Beginning at a point 480 feet west of the east line and 20 feet north of the south line of the southeast quarter of Section 7, Township 14, Range 25, Johnson County, Kansas, thence North 100 feet parallel with east line of said southeast quarter section, thence West 100 feet parallel with the south line of said southeast quarter section, thence South 100 feet, thence East 100 feet to point of beginning.

(129) Substation No. 106 Edgeton, U.S. Highway 56, West of Edgeton: A tract of land described as commencing at the northeast corner of Section 12, Township 15, Range 21, in Johnson County, Kansas; thence West on the section line 270.20 feet; thence South 45 feet at an angle of 90° 21' to the south right-of-way line of U.S. Highway No. 56, being the point of beginning of the tract of land herein conveyed; thence South 100 feet; thence West 100 feet; thence North 100 feet to the south right-of-way line of U.S. Highway No. 56; thence East 100 feet along said right-of-way to the point of beginning.

(130) Substation No. 37 Gardner, South of Highway 56, West of Gardner: A tract of land in the southwest quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, described as follows: Beginning at the northeast corner of the southwest quarter of Section 26, Township 14, Range 22, Johnson County, Kansas; thence South along the east line of said quarter section to the northerly

right-of-way line of the A.T. and S.F. Railroad Company, as presently located; thence Southwesterly along said railroad right-of-way to the west line of said southwest quarter; thence North along said west line of said section to the point of intersection with the southwesterly right-of-way line of A.T. and S.F. Railroad, as presently located; thence Northeasterly along said railroad right-of-way line to the north line of the southwest quarter of said Section 26; thence East along said north line of the southwest quarter to the point of beginning.

LINN COUNTY

(131) Substation No. 99 La Cygne, 1 Mile North of Highway 135, La Cygne: A tract of land described as follows: Beginning on the north line of the northeast quarter of the northwest quarter of Section 34, Township 19, Range 24, in Linn County, Kansas, at a point 145 feet west of the east line of said quarter quarter section, thence South parallel with the said east line, a distance of 100 feet, thence East parallel with the north line of said quarter quarter section, a distance of 100 feet to a point on the west line of a public road, thence North along said road a distance of 100 feet to a point on the north line of said quarter quarter section, thence West to the point of beginning.

(132) Substation No. 107 Holly Street, 509 East 9th Street, Pleasanton: The south 50 feet of Lots 9, 10, 11 and 12, Block 65, in the City of Pleasanton, Linn County, Kansas, according to the recorded plat thereof.

(133) Substation No. 471 Parker, 2 Miles West of Cadmus: A tract of land located in the northwest quarter of Section 1, Township 20, Range 22, of the 6th principal meridian described as follows: Beginning at a point 50.7 feet south and 30 feet east of the northwest corner of Section 1, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 100 feet to the point of beginning.

(134) Substation No. 33 Center Street, 4th and Center Street, Pleasanton: Lots 1 and 2, Block 109, City of Pleasanton, Linn County, Kansas.

(135) Substation No. 108 Centerville, West of Centerville: A tract of land located in the east half of the southeast quarter of Section 13, Township 21, Range 21, Linn County, Kansas, described as follows: Beginning on the north line of the east half of the southeast quarter of Section 13, Township 21, Range 21, Linn County, Kansas, at a point 330 feet west of the east line of said half quarter section, thence West along the north line of said half quarter section, a distance of 660 feet, thence South at right angles to the north line of said half quarter section a distance of 370 feet, thence East parallel to the north line of said half quarter section a distance of 660 feet, thence North to the place of beginning. Subject to a public road along the north 40 feet of the above described tract of land.

(136) La Cygne Steam Electric Generating Station and Lake, Linn and Miami Counties, East of La Cygne: An undivided one-half interest in and to the following described real estate subject to that certain April 19, 1971, Ownership Agreement between Kansas City Power & Light Company and Kansas Gas and Electric Company recorded at the Offices of the Registers of Deeds in Linn and Miami Counties at Book No. MS-20, Page 187 and Book 233, Page 77, respectively: Beginning at the northwest corner of fractional Section 2, Township 20, Range 25, Linn County, Kansas, thence North $87^{\circ} 42' 44''$ East a distance of 984 feet, thence South $2^{\circ} 17' 16''$ East a distance of 48 feet, thence South $69^{\circ} 52' 44''$ West, thence South $49^{\circ} 05' 14''$ West to a point in the east line of Section 3, Township 20, Range 25, which point is 455 feet south of the northeast corner of said Section 3 (and 455 feet south of the northwest corner of said fractional Section 2), measured along the east line of said Section 3, thence Southerly along the east line of said Section 3 to the southeast corner of the northeast quarter of said Section 3, thence Westerly along the south line of the northeast quarter of said Section 3 to the northeast corner of the southwest quarter of said Section 3, thence Southerly along the east line of the southwest quarter of said Section 3 to a point which is 2 rods north, measured along said east line of the southwest quarter of said Section 3, of the south line of the northeast quarter of the southwest quarter of said Section 3, thence Westerly parallel with the south line of said northeast quarter of the southwest quarter of Section 3, a distance of 22 rods, thence Southerly parallel with the east line of the northeast quarter of the southwest quarter of said Section 3, a distance of 2 rods, thence Westerly along the south line of the north half of the southwest quarter of said Section 3 to the east line of Section 4, Township 20, Range 25, thence Southerly along the east line of Section 4 to the southeast corner of said Section 4, thence Westerly along the south line of said Section 4 to the west line of the southeast quarter of the southwest quarter of said Section 4, thence Northerly along the west line of the southeast quarter of the southwest quarter of said Section 4 to the southeast corner of the northwest quarter of the southwest quarter of said Section 4, thence Westerly along the south line of the northwest quarter of the southwest quarter of said Section 4 to the east line of Section 5, Township 20, Range 25, and continuing Westerly along the south line of the northeast quarter of the southeast quarter of said Section 5 to the west line of the northeast quarter of the southeast quarter of said Section 5, thence Northerly along the west line of the northeast quarter of the southeast quarter of said Section 5 to the south line of the northeast quarter of said Section 5, thence Westerly along the south line of the northeast quarter of Section 5 to the west line of the northeast quarter of said Section 5, thence Northerly along the westerly line of the northeast quarter of said Section 5 to the southerly line of the northeast quarter of the northwest quarter of said Section 5, thence Westerly along the south line of the northeast quarter of the northwest quarter of Section 5 to the west line of the northeast quarter of the northwest quarter of said Section 5, thence Northerly along the west line of the

northeast quarter of the northwest quarter of Section 5 to the south line of Section 32, Township 19, Range 25, thence Westerly along the south line of said Section 32 to a point which is 45.32 rods east of the west line of said Section 32, measured along the south line of said Section 32, thence Northerly parallel with the west line of said Section 32, a distance of 1,000 feet, thence Westerly parallel with the south line of said Section 32 to the west line of said Section 32, thence Northerly along the west line of Section 32 to the southwest corner of Section 29, Township 19, Range 25, and continuing northerly along the west line of said Section 29 to the north line of the south half of the southwest quarter of said Section 29, thence Easterly along the north line of the south half of the southwest quarter of Section 29 to the north-south center line of Section 29, thence Northerly along the north-south center line of Section 29, to the south line of Section 20, Township 19, Range 25, and continuing northerly along the north-south center line of said Section 20 to the southeast corner of the northwest quarter of said Section 20, thence Westerly along the south line of the northwest quarter of Section 20 to the west line of the northwest quarter of said Section 20, thence Northerly along the west line of the northwest quarter of said Section 20 to a point which is 330 feet south of the northwest corner of the northwest quarter of said Section 20, measured along the westerly line of said northwest quarter of section 20, thence Westerly parallel with the north line of the northeast quarter of the northeast quarter of Section 19, Township 19, Range 25, a distance of 200 feet, thence Northerly parallel with the east line of the northeast quarter of the northeast quarter of Section 19 to a point in the north line of said Section 19 (all of the foregoing being in Linn County, Kansas), said point also being in the south line of Section 18, Township 19, Range 25, Miami County, Kansas, thence Northerly with the east line of the southeast quarter of said Section 18, a distance of 270 feet, thence Northerly to a point which is 550 feet north of the southerly line, and 95 feet west of the easterly line, of the southeast quarter of the southeast quarter of said Section 18, thence Easterly parallel with the south line of the southeast quarter of the southeast quarter of said Section 18, a distance of 95 feet to the east line of the southeast quarter of the southeast quarter of said Section 18, and continuing easterly parallel with the south line of Section 17, Township 19, Range 25, a distance of 325 feet, thence Northerly parallel with the west line of said Section 17, a distance of 905 feet, thence Easterly parallel with the south line of said Section 17, a distance of 390 feet, thence Southeasterly to a point which is 580 feet north of the south line, and 155 feet west of the east line, of the west half of the southwest quarter of said Section 17, thence Easterly parallel with the south line of said Section 17 to a point in the west line of the east half of the southwest quarter of said Section 17, thence Northerly along the west line of the east half of the southwest quarter of Section 17, to the north line of the south half of said Section 17, thence Easterly along the north line of the south half of Section 17 to a point which is 77 rods west of the east line of the southwest quarter of the

northeast quarter of Section 17 (measured along the north line of the south half of said Section 17), thence Northerly a distance of 16.315 rods, thence Easterly a distance of 7.267 rods, thence North $58^{\circ} 49' 39.8''$ East, a distance of 81.5 rods to a point in the west line of the southeast quarter of the northeast quarter of said Section 17, which point is 58.5 rods north of the southeast corner of the southwest quarter of the northeast quarter of said Section 17, measured along the west line of the southeast quarter of the northeast quarter of said Section 17, thence Northerly along the west line of the southeast quarter of the northeast quarter of said Section 17 to the north line of the southeast quarter of the northeast quarter of said Section 17, thence Easterly along the north line of the southeast quarter of the northeast quarter of said Section 17 to the west line of Section 16, Township 19, Range 25, thence Northerly along the west line of said Section 16 to the south line of Section 9, Township 19, Range 25, and continuing Northerly along the west line of said Section 9 to a point which is 26 rods south of the northeast corner of the southeast quarter of the southeast quarter of Section 8, Township 19, Range 25, thence Westerly 15 rods, thence North $34^{\circ} 41' 45''$ West, a distance of 31.619 rods to a point in the south line of the northeast quarter of the southeast quarter of said Section 8, which point is 33 rods west of the southeast corner of the northeast quarter of the southeast quarter of said Section 8, measured along the south line of said quarter quarter section, thence Westerly along the south line of the northeast quarter of the southeast quarter of said Section 8 to the west line of the northeast quarter of the southeast quarter of said Section 8, thence Northerly along the west line of the northeast quarter of the southeast quarter of said Section 8 to the southwest corner of the southeast quarter of the northeast quarter of said Section 8, and continuing along the west line of said southeast quarter of the northeast quarter of Section 8 to the south line of the northwest quarter of the northeast quarter of said Section 8, thence Westerly along the south line of the northwest quarter of the northeast quarter of said Section 8 and continuing along the south line of the north half of the northwest quarter of Section 8 to the west line of said Section 8, thence Northerly along the west line of Section 8 to the southwest corner of Section 5, Township 19, Range 25, and continuing northerly along the west line of Section 5 to the north line of the south half of the south half of the southwest quarter of the southwest quarter of said Section 5, thence Easterly along the north line of the south half of the south half of the southwest quarter of the southwest quarter of Section 5 to a point which is 20 rods west of the east line of the southwest quarter of the southwest quarter of said Section 5, measured along the north line of the south half of the south half of the southwest quarter of the southwest quarter of said Section 5, thence Northerly parallel with the east line of the southwest quarter of the southwest quarter of said Section 5, a distance of 40 rods, thence Easterly parallel with the south line of the southwest quarter of the southwest quarter of said Section 5, a distance of 20 rods to the west line of the southeast quarter of the southwest quarter of said

Section 5, thence Northerly along the west line of the southeast quarter of the southwest quarter of said Section 5, and continuing along the west line of the northeast quarter of the southwest quarter of said Section 5 to the north line of the south 5 acres of the northeast quarter of the southwest quarter of said Section 5, thence Easterly along the north line of the south 5 acres of the northeast quarter of the southwest quarter of said Section 5 to the west line of the southeast quarter of said Section 5, thence Northerly along the west line of the southeast quarter of Section 5 to the northwest corner of said southeast quarter of Section 5, thence Easterly along the north line of the southeast quarter of Section 5 to the east line of said Section 5, thence Southerly along the east line of Section 5 to the north line of Section 9, Township 19, Range 25, thence Easterly along the north line of said Section 9 to the southwest corner of the southeast quarter of the southwest quarter of Section 4, Township 19, Range 25, thence North 4° 0' East 135 rods, thence North 26° 00' East 58.5 rods, thence North 79° 00' East 98 rods, thence North 28.43 rods, thence East 60.33 rods, thence South 13.19 rods, thence South 36° 00' West 66 rods, thence West 28.5 rods, thence South 44.5 rods, thence West 33.5 rods, thence South 25.18 rods, thence South 49° 00' East 34.48 rods, thence South 26° 00' West 84 rods to a point in the north line of said Section 9, thence Easterly along the north line of said Section 9 to the east line of the west half of the northeast quarter of said Section 9, thence Southerly along the east line of the west half of the northeast quarter of said Section 9 to the south line of the west half of the northeast quarter of said Section 9, thence Westerly along the south line of the west half of the northeast quarter of said Section 9, to the north-south center line of said Section 9, thence Southerly along the north-south center line of said Section 9 to the north line of Section 16, Township 19, Range 25, and continuing along the north-south center line of said Section 16 to the northwest corner of the west half of the southeast quarter of said Section 16, thence Easterly along the north line of the west half of the southeast quarter of said Section 16 to the northeast corner of the west half of the southeast quarter of said Section 16, thence Southerly along the east line of the west half of the southeast quarter of said Section 16 to the north line of Section 21, Township 19, Range 25, Linn County, thence Easterly along the north line of said Section 21 to the east line thereof, thence Southerly along the east line of said Section 21 to the south line of the northeast quarter of said Section 21, thence Westerly along the south line of the northeast quarter of Section 21 to the east line of the west half of the southeast quarter of said Section 21, thence Southerly along the east line of the west half of the southeast quarter of said Section 21 to the north line of the south 10 acres of the east half of the southeast quarter of said Section 21, thence Easterly along the north line of the south 10 acres of the east half of the southeast quarter of said Section 21 to the east line of said Section 21, thence South along the east line of said Section 21 to the northwest corner of Section 27, Township 19, Range 25, thence Easterly along the north line of said

Section 27 to the east line of said Section 27, thence Southerly along the east line of said Section 27 to the northwest corner of fractional Section 35, Township 19, Range 25, thence Easterly along the north line of said fractional Section 35 to the east line thereof, said line being the same as the common Kansas-Missouri state line, thence Southerly along the east line of said fractional Section 35 to the south line of the north half of said fractional Section 35, thence Westerly along the south line of the north half of fractional Section 35 to the east line of Section 34, Township 19, Range 25, thence Southerly along the east line of said Section 34 to the point of beginning, except, (a) 2-2/3 acres more or less in the east 34.68 rods in the southwest quarter of the southwest quarter of Section 32, Township 19, Range 25, used as a cemetery and an access road to said cemetery, and (b) easements and rights-of-way of record, if any.

ALSO all that land in Linn County, Kansas, described as follows: Beginning at the northeast corner of the southeast quarter of the northwest quarter of Section 5, Township 20, Range 25, thence Westerly along the north line of said southeast quarter of the northwest quarter, a distance of 35 feet, thence Southeasterly to a point 30 feet south of the northeast corner of said southeast quarter of the northwest quarter, thence Northerly to point of beginning.

ALSO all that land in Miami County, Kansas, described as follows: Beginning at a point that is 429 feet south of the northeast corner of southeast quarter of the southeast quarter of Section 8, Township 19, Range 25, thence West a distance of 67 feet; thence in a Southeasterly direction to a point that is 25 feet west of the east line and 557.45 feet north of the south line of said Section 8; thence East 25 feet to the east line of said Section 8; thence North to the point of beginning.

ALSO all that land in Linn County, Kansas, described as follows: From the northeast corner of the northwest quarter of northwest quarter of Section 5, Township 20, Range 25, proceed West along the north line of said northwest quarter of northwest quarter for a distance of 175 feet; thence Southeasterly to a point 41 feet south of the northeast corner of the northwest quarter of northwest quarter; thence North along the east property line to the point of origin.

ALSO a tract of land in the west half of Section 10, Township 20, Range 24, Linn County, Kansas, described as follows: Beginning at the intersection of the east-west center line of said Section 10 with the center line of the right-of-way of the St. Louis, San Francisco Railway Company, thence Northwesterly along the center line of said railway right-of-way a distance of 651.65 feet to a point, said point is hereby designated and hereinafter referred to as Point "A", thence Southwesterly at an angle of 90° left to the left from the last described course to a point in the center line of the Marais Des Cygnes River, said point is hereby designated and hereinafter referred to as

Point "B", thence Southerly along the center line of said Marais Des Cygnes River to a point which is 300 feet southeasterly from a line drawn between Points "A" and "B" referred to above, as measured at a right angle, thence Northeasterly along a line parallel with a line drawn between Points "A" and "B" referred to above to a point which is 100 feet southwesterly from the southwesterly line of the right-of-way of said St. Louis, San Francisco Railway Company as measured at a right angle, thence Southeasterly along a line which is 100 feet southwesterly of and parallel with the southwesterly line of the right-of-way of said St. Louis, San Francisco Railway Company a distance of 1727.65 feet, thence Northeasterly at an angle of 90° to the right to the center line of the right-of-way of the St. Louis, San Francisco Railway Company, thence Northwesterly to a point of beginning, except any part of the above lying southerly of a county road located near the southerly portion of the above described tract of land, and subject to the right-of-way of the St. Louis, San Francisco Railway Company.

(137) Substation No. 479 Mound City, 4th and Stallcup, Mound City: Beginning on the center line of Stallcup Road, as now established, said point being 469.55 feet north of the center of Section 7, Township 22, Range 24, Linn County, Kansas; thence East along said center line of Stallcup Road a distance of 1047.4 feet to the intersection of the center line of 4th Street, as now established, said intersection being the true point of beginning of the tract of land to be herein described; thence left at an angle of 85° 33' from the easterly course of the center line of Stallcup Road a distance of 447 feet; thence left at an angle of 90° from the last described course a distance of 40 feet; thence left at an angle of 37° 30' from the last described course a distance of 118.6 feet; thence right at an angle of 18° 30' from the last described course a distance of 140 feet; thence left at an angle of 39° from the last described course a distance of 184.5 feet; thence left at an angle of 12° from the last described course a distance of 62 feet; thence right at an angle of 21° from the last described course a distance of 134 feet; thence left at an angle of 42° from the last described course a distance of 52.5 feet to the center line of Stallcup Road; thence left at an angle of 94° 15' 30" from the last described course a distance of 480 feet to the true point of beginning, subject to public roads of record.

(138) Headquarters Pleasanton, 11th and Walnut, Pleasanton: Lots 4, 5 and 6 in Block 188, of the City of Pleasanton, Linn County, Kansas, according to the recorded plat thereof. Subject to easements, covenants, reservations and restrictions of record.

(139) Headquarters and Office La Cygne, 2nd and Market, La Cygne: All of Lots 6, 7, 8, 9 and 10, Block 12, in the City of La Cygne, Kansas, according to the recorded plat thereof.

ALSO all of Lots 1, 2, 3, 4, 5 and 10, Block 13, in the City of La Cygne, Kansas, according to the recorded plat thereof, all in Linn County, Kansas.

ALSO all that part of vacated Second Street, bounded by the west line of Block 12 and east line of Block 13, south of the south line of Market Street and north of the north line of Vine Street as said blocks and streets are shown on the plat and dedication of the City of La Cygne, Linn County, Kansas.

(140) Future Substation No. 471 Parker, 2 Miles North of Centerville: A tract of land being a part of Lot 4, in the northwest quarter of Section 4, Township 21, Range 22, Linn County, Kansas, described as follows: Beginning at the northwest corner of said Lot 4 of the northwest quarter of Section 4 (said point also being the northwest corner of the northwest quarter of said Section 4); thence East along the north line of said Lot 4 a distance of 250 feet, thence South parallel with the west line of said Lot 4 a distance of 250 feet, thence West parallel with the north line of said Lot 4 a distance of 250 feet to a point on the west line of said Lot 4, thence North along the west line of said Lot 4 to the northwest corner of said Lot 4 in the northwest quarter of said Section 4, exclusive of any public roads, in Linn County, Kansas.

MIAMI COUNTY

(141) Substation No. 77 Spring Ridge, 1 Mile South of Paola: A tract of land located in the northeast quarter of the northeast quarter of Section 24, Township 17, Range 21, Miami County, Kansas, described as follows: Beginning at a point which is 682 feet south of the north line of the northeast quarter of said Section 24 and 30 feet west of the east line of said quarter quarter section, thence South parallel with the east line of said quarter quarter section a distance of 100 feet, thence right at an angle of 91° 25' from the last described course a distance of 100 feet, thence North parallel with the east line of said quarter quarter section a distance of 100 feet, thence East to the point of beginning.

(142) Substation No. 55 Paola & Microwave, on U.S. Highway 169, 1 Mile West of Paola: Beginning at a point 1114.3 feet west and 95.0 feet south of the northeast corner of Section 31, Township 17, Range 23, thence Southwesterly parallel to the M.K.&T. Railroad a distance of 609.1 feet, thence East 504.9 feet, thence North 600 feet, thence West 400 feet to place of beginning.

ALSO a tract of land in the northeast quarter of Section 31, Township 17, Range 23, Miami County, Kansas, more particularly described as follows: Beginning on the east line of said quarter section at a point 95 feet south of the north line of said quarter section, thence West parallel with said north line a distance of 714.3

feet to the east property line of a tract of land owned by Kansas City Power & Light Company, thence South along said property line a distance of 600 feet, thence East a distance of 714.3 feet to the east line of said quarter section, thence North along said section line to the point of beginning.

ALSO a tract of land lying south of and adjacent to the southerly right-of-way line of U.S. Highway 169 as now established, more particularly described as follows: Beginning on the east line of the northeast quarter of Section 31, Township 17, Range 23, Miami County, Kansas, at a point 95 feet south of the north line of said quarter section, thence North along said east line a distance of 35 feet to the southerly right-of-way line of U.S. Highway 169 as now established, thence West along said right-of-way line a distance of 501.7 feet, thence South parallel with the east line of said quarter section a distance of 35 feet, thence East parallel with said right-of-way line to the point of beginning.

(143) Substation No. 14 Drexel Corners, U.S. Highway 69 and Drexel Road, Drexel: Beginning at a point on the north line of Section 19, Township 18, Range 25, Miami County, Kansas, said point being 127 feet west of the northeast corner of said Section 19; thence West along the north line of said Section 19, a distance of 244.2 feet; thence South 335 feet to the northerly right-of-way line of U.S. Highway No. 69; thence in a Northeasterly direction along the northerly and westerly right-of-way line of said U.S. Highway No. 69 a distance of 405 feet to the point of beginning.

(144) Substation No. 102 Overpass, Pearl Avenue and Wallace Park Drive, Paola: Lot 1, Block 6, in Angier's Addition to the City of Paola, Miami County, Kansas, as designated on the recorded plat thereof.

(145) Substation No. 489 Louisburg, on U.S. 169 Highway North of Louisburg: A tract of land, exclusive of road right-of-way, in the northeast quarter of the southeast quarter of Section 30, Township 16, Range 25, Miami County, Kansas: Beginning at a point on the south line of the northeast quarter of the southeast quarter, 36.9 feet west of the southeast corner of the northeast quarter of the southeast quarter of Section 30, Township 16, Range 25; thence North and parallel to the west right-of-way of No. 69 Highway, a distance of 200 feet; thence West 200 feet; thence South 200 feet; thence East 200 feet, to point of beginning.

(146) Substation No. 495 Beagle, in Beagle: A tract of land, exclusive of road right-of-way, in the southwest quarter of the southwest quarter of Section 36, Township 18, Range 22, Miami County, Kansas: Beginning at a point 20 feet north and 20 feet east of the southwest corner of the southwest quarter of Section 36, Township 18, Range 22, Miami County, Kansas, thence East and parallel to the section line of said section a distance of 200 feet, thence North 200 feet,

thence West 200 feet, thence South and parallel to the west section line of said section a distance of 200 feet to point of beginning in Miami County, Kansas.

(147) Service Center Paola, Ottawa and Silver Streets, Paola: All of Block 42, in the City of Paola, Miami County, Kansas, including vacated alley.

ALSO Lots 1, 2, 3, 4 and 5, in Block 41, in the City of Paola, Kansas, as shown by the recorded plat thereof; and the north half of the vacated alley adjoining said lots with easements, reservations and covenants of record.

(148) Substation No. 54 Wea, on Old U.S. Highway 69, 1 Mile North of Wea: A tract of land in the northeast quarter of Section 19, Township 15, Range 25, Miami County, Kansas, more particularly described as follows: Beginning at a point that is 35 feet west of the east line and 25 feet south of the north line of said quarter section, thence South parallel with the west line of U.S. Highway 69, as now established, a distance of 100 feet, thence West parallel with the north line of said quarter section a distance of 150 feet, thence North parallel with the west line of said U.S. Highway 69 a distance of 100 feet, thence East parallel with the north line of aforesaid quarter section to the point of beginning.

(149) Substation No. 62 Poplar Ridge, Poplar Ridge and South City Limits of Paola: A tract of land in the east half of the east half of the northeast quarter of Section 21, Township 17, Range 23, Miami County, Kansas, described as follows: Beginning at a point which is 25 feet south of the north line and 20 feet east of the west line of the east half of the east half of the northeast quarter of said Section 21, thence East parallel with the north line of the east half of the east half of the northeast quarter of said Section 21 a distance of 100 feet, thence South parallel with the west line of the east half of the east half of the northeast quarter of said Section 21, a distance of 100 feet, thence West parallel with the north line of the east half of the east half of the northeast quarter of said Section 21 a distance of 100 feet, thence North parallel with the west line of the east half of the east half of the northeast quarter of said Section 21 to the point of beginning.

(150) Substation No. 67 Lakeview, on Old U.S. Highway 69 South of Louisburg: A tract of land in the northeast quarter of the southeast quarter of Section 31, Township 16, Range 25, in Miami County, Kansas, beginning at a point which is 160 feet north and 35 feet west of the southeast corner of the northeast quarter of the southeast quarter of said section, thence West 125 feet, thence North 100 feet, thence East 125 feet (to the west line of U.S. 69 Highway), thence South 100 feet to the point of beginning.

(151) Substation No. 40 Richland, 10 Miles West of Hillsdale: A tract located in the northeast quarter of Section 13, Township 16, Range 21, Miami County, Kansas, more particularly described as follows: Beginning at a point that is 20 feet south and 30 feet west of the northeast corner of the northeast quarter of said Section 13, thence South and parallel with the east line of said quarter section a distance of 100 feet, thence West and parallel with the north line of said quarter section a distance of 100 feet, thence North and parallel with the east line of said quarter section a distance of 100 feet, thence East and parallel with the north line of said quarter section a distance of 100 feet to point of beginning.

(152) Substation No. 473 Spring Ridge Regulator, 1 Mile South of Paola: A tract of land in the northeast quarter of the northeast quarter of Section 24, Township 17, Range 21 in Miami County, Kansas, described as follows: Beginning at a point on the south right-of-way line of a county road 30 feet west and 22.5 feet south of the northeast corner of said Section 24; thence West along county road right-of-way a distance of 200 feet; thence South a distance of 200 feet; thence East a distance of 200 feet; thence North a distance of 200 feet, to the point of beginning.

(153) Substation No. 475 Hillsdale, U.S. 169 Highway and K7 Highway, Hillsdale: A tract of land 100 feet by 100 feet described as follows: Beginning on the west line of the southeast quarter of Section 10, Township 16, Range 23, Miami County, Kansas, at a point 378 feet north of the south line of said quarter section, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 100 feet to the point of beginning.

(154) Substation No. 73 Centennial, Poplar Ridge and South City Limits of Paola: A tract of land described as follows: Beginning on the west line of the east half of the east half of the northeast quarter of Section 21, Township 17, Range 23, Miami County, Kansas, at a point 534 feet south of the north line of said Section 21, thence East parallel to said north line a distance of 330 feet, thence South parallel to the east line of said section to point on the northerly right-of-way line of U.S. new 169 Highway, as now established, thence Southwesterly along said right-of-way to the west line of said east half of east half of northeast quarter of Section 21, thence North to the point of beginning.

(155) Substation No. 482 Chiles, U.S. Highway 69 and Cleveland-Chiles Road, 5 Miles East of Chiles: A tract of land 100 feet by 100 feet in the northeast quarter of Section 7, Township 16, Range 25, Miami County, Kansas, more particularly described as follows: Beginning at a point which is 313 feet west of the east line of said Section 7 and 50 feet south of the north line of said section, thence South 89° 29' left from the westward course of a line drawn parallel with and 50 feet south of the north line of said Section 7 a

distance of 100 feet, thence East parallel with said north line a distance of 100 feet, thence North parallel with the east line of said Section 7 a distance of 100 feet, thence West parallel with said north line a distance of 100 feet. Subject to easements of record.

OSAGE COUNTY

(156) Substation No. 497 Six Mile, Kansas Highway 68, 6 Miles West of Quenemo: A tract of land in the northwest quarter of Section 15, Township 17, Range 16, described as follows: Beginning at the intersection of the south line of Highway K-68 with the east line of the west 60 acres of the northwest quarter of said Section 15, thence Southerly along the east line of the west 60 acres of said northwest quarter a distance of 100 feet, thence Westerly parallel with the south line of said Highway K-68 a distance of 150 feet, thence Northerly parallel with the east line of the west 60 acres of said quarter section 100 feet to the south line of said Highway K-68, thence Easterly along the south line of aforesaid Highway K-68 to the point of beginning.

(157) Substation No. 478 Michigan, 2 Miles South of Michigan Valley: The north 208 feet of the east 208 feet of the north half of the northeast quarter of Section 21, Township 16, Range 17.

ELECTRIC PLANTS AND SYSTEMS

All electric generating plants and electric transmission and distribution systems of the Company situated in Bates, Buchanan, Cass, Carroll, Chariton, Clay, Cooper, Henry, Howard, Jackson, Johnson, Lafayette, Livingston, Pettis, Platte, Randolph, Ray, and Saline Counties in the State of Missouri, and Allen, Anderson, Atchison, Bourbon, Coffey, Douglas, Franklin, Johnson, Leavenworth, Linn, Lyons, Miami, Osage, Shawnee and Wyandotte Counties in the State of Kansas, including all power houses, buildings, reservoirs, pipe lines, structures, boilers, turbines, generators, dynamos, motors, engines, condensers, pipes, conduits, switches, transformers, insulators, towers, poles, wires, meters, machinery, equipment, easements and rights-of-way forming a part of or appertaining to said generating plants and electric transmission and distribution systems, or any of them, including, without limiting the generality of the foregoing, the following described property:

ELECTRIC GENERATING PLANTS

The Northeast Gas Turbine Electric Generating Station and Bulk Oil Storage located at First Street and Park Avenue in Kansas City, Jackson County, Missouri.

The Hawthorn Steam Electric Generating Station located at the junction of the Missouri and Blue Rivers in Kansas City, Jackson County, Missouri.

The Montrose Steam Electric Generating Station located nine miles west and three miles south of Clinton, Henry County, Missouri.

A fifty percent interest in the La Cygne Steam Electric Generating Station located five miles east of La Cygne, Linn County, Kansas.

A seventy percent interest in the Iatan Steam Electric Generating Station located near Iatan in Platte County, Missouri.

A forty-seven percent interest in Wolf Creek Nuclear Steam Electric Generating Station located near Burlington in Coffey County, Kansas.

ELECTRIC TRANSMISSION LINES

<u>Line</u>	<u>Voltage</u>	<u>Length</u>
<u>Missouri (Overhead Lines)</u>		
(From)	(To)	
Stilwell	(16) Sibley	345 5.22
Sibley	Overton	345 73.02
Sibley	St. Joseph	345 50.10
Craig	(72) Iatan (705)	345 1.38
Double Circuit	Iatan River Crossing	345 .34
Common R/W	Hawthorn	-
Hawthorn	Blue Valley #8	154 1.82
Hawthorn	Leeds #7	154 1.37

<u>Line</u>		<u>Voltage</u>	<u>Length</u>
<u>Missouri (Overhead Lines) (Continued)</u>			
(From)	(To)		
Tower Line	Blue Valley	154	.51
Hawthorn	Crosstown #15	154	5.74
Hawthorn	Northeast	154	7.43
River Crossing	Hawthorn	154	.54
River Crossing	Northeast	154	.36
Blue Valley	Southtown	154	15.39
Common R/W	Southtown		-
Hawthorn	Leeds #10	154	11.39
Southtown	Loma Vista	154	3.64
Northeast	Grand Ave.	154	.13
Hawthorn	Northeast #17	154	5.58
Leeds	Midtown #2	154	2.31
IP & L Co.	Blue Mills	154	.23
Southtown D.C.	Kernodie	154	.11
D. C. Mont.	Loma Vista	154	.97
Southtown	Kenilworth	154	4.05
Northeast	Greenwood	154	2.76
Com R/W Hawt.	Southtown		-
Kernodie Jct.	Hickman Sub	154	2.82
Maywood	Nashua	154	17.00
Com R/W South.	Stilwell		-
Northeast	Grand Ave.	154	.21
Com R/W Mont.	Stilwell		-
Com R/W Mont.	Loma Vista		-
Montrose	Loma Vista #9	154	57.26
Montrose	Loma Vista #11	154	57.29
Montrose	Stilwell #13	154	48.20
Montrose	Stilwell #9	154	48.15
Southtown	Stilwell	154	9.35
Southtown	Stilwell #10	154	9.29
Hawthorn	Blue Valley #14	154	1.71
Hawthorn R/W	Ray Jct.		-
Hawthorn	Mo. City #9	154	14.30
Mo. City	Salisbury	154	90.23
Salisbury	Norton	154	22.28
Norton	So. Waverly	154	21.55
Northeast	St. Joseph	154	47.55
Montrose	Clinton	154	12.22
Ray Jct.	Excelsior Spgs.	154	3.05
Midtown	Forest	154	1.62
Forest	Southtown	154	3.24
Blue Mills	Sibley	154	.21
Claycomo	Gashland Jct.	154	6.45
Blue Valley	Armco	154	.21
Armco	Melt. Shop Jct.	154	.32
Barry	Line Creek	154	4.19

<u>Line</u>		<u>Voltage</u>	<u>Length</u>
<u>Missouri (Underground Lines)</u>			
(From)	(To)		
Leeds Line	Roeland Park	154	4.08
Northeast	Grand Ave.	154	1.35
Navy	Grand Ave.	154	.19
Guinotte	Crosstown	154	2.61
Grand Ave.	Crosstown	154	1.94
<u>Kansas (Overhead Lines)</u>			
(From)	(To)		
Double Circuit	Iatan River Crossing	345	.40
Stilwell (16)	Swissvale	345	32.82
Stilwell (16)	Sibley	345	3.05
Stilwell (16)	La Cygne (704)	345	30.83
Craig (72)	Iatan (705)	345	57.07
La Cygne (704)	Craig (72)	345	39.98
Leeds	Roeland Park	154	.17
Southtown	Kenilworth	154	4.15
Kenilworth	Westbrook Jct.	154	3.14
Shawnee	Greenwood	154	3.12
Common R/W	Shawnee Fisher Jct.		-
Maywood	Nashua	154	5.16
Common R/W	Southtown-Stilwell		-
Common R/W	Montrose-Stilwell		-
Montrose	Stilwell	154	3.26
Montrose	Stilwell	154	3.14
Southtown	Stilwell	154	7.05
Southtown	Stilwell	154	6.85
Brookridge	Westbrook Jct.	154	1.79
Stilwell	Oxford	154	7.49
Stilwell	Paola	154	22.92
Paola	Marmaton	154	51.30
Paola	Ottawa	154	21.72
Merriam	Greenwood	154	4.44
Greenwood	Midland	154	2.23
Greenwood	Maywood	154	9.95
Kenilworth	Lenexa	154	11.31
Craig	Lenexa	154	.22
Craig	Olathe	154	6.02
Craig	Greenwood	154	3.98
Double Circuit	Craig Greenwood	154	.11
Double Circuit	Craig Lenexa	154	2.73
Olathe	Mur Len	154	4.51
Switzer	Brookridge	154	2.74
Switzer	Olathe	154	4.01
Double Circuit	Switz-Brkrdg-Olathe	154	.22
Oxford	Olathe	154	3.07
Westbrook Jct.	Overland Park	154	.27
Overland Park	Roeland Park	154	7.23

<u>Line</u>		<u>Voltage</u>	<u>Length</u>
<u>Kansas (Overhead Lines) Continued</u>			
(From)	(To)		
Moonlight	Mur Len	154	10.69
Double Circuit	Stilwell-Oxford	154	1.30
<u>Kansas (Underground Lines)</u>			
(From)	(To)		
Leeds	Roeland Park	154	1.83

115 kv, 66 kv and 33 kv lines located in Jackson, Carroll, Cass, Chariton, Clay, Howard, Lafayette, Platte and Saline Counties in Missouri, and Anderson, Douglas, Franklin, Johnson, Linn, Miami and Osage Counties in Kansas.

584.07

ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

Substation No. 1	Air Base	Southwest of Olathe, Johnson Co., KS
Substation No. 9	Gatehouse	900 North Olive, Kansas City, Jackson Co., MO
Substation No. 10	Birmingham	7th & Wabash, Birmingham, Clay Co., MO
Substation No. 11	Barry	North Greenhills & Tiffany Springs Road, Platte Co., MO
Substation No. 12	Brookridge	10001 West 103rd Street, Overland Park, Johnson Co., KS
Substation No. 13	Shawnee	12501 West 51st Street, Shawnee, Johnson Co., KS
Substation No. 14	Drexel Corners	69 Hwy. & Drexel Road, Drexel, Miami Co., KS
Substation No. 15	Grand Ave. West	2nd & Grand, Kansas City, Jackson Co., MO
Substation No. 16	Stilwell	191st Street East of Metcalf, Johnson Co., KS
Substation No. 17	Navy	201 Main Street, Kansas City, Jackson Co., MO
Substation No. 18	Leta	U.S. Hwy. 24 & MO Hwy. 139, Carroll Co., MO
Substation No. 19	Polk Street	Mulberry & Polk Streets, Brunswick, Chariton Co., MO
Substation No. 20	Dalton	Walnut Street & Wabash R.R./W, Dalton, Chariton Co., MO
Substation No. 21	Keytesville	U.S. Hwy. 24 in Keytesville, Chariton Co., MO
Substation No. 22	Switzer	9900 West 127th Street, Overland Park, Johnson Co., KS
Substation No. 23	Southtown	8627 Troost, Kansas City, Jackson Co., MO
Substation No. 24	Crosstom	1801 Cherry, Kansas City, Jackson Co., MO
Substation No. 25	Glasgow	2nd & Lafayette, Glasgow, Howard Co., MO
Substation No. 26	Blackburn	North of Blackburn, Saline Co., MO
Substation No. 27	Avondale	3150 Walker, North Kansas City, Clay Co., MO
Substation No. 28	Sweet Springs	Broadway & Oak Streets, Sweet Springs, Saline Co., MO
Substation No. 29	Lenexa	15730 West 95th Street, Lenexa, Johnson Co., KS
Substation No. 29T	Lenexa	16500 West 95th Street, Lenexa, Johnson Co., KS
Substation No. 31	Forest	1105 East 61st Street, Kansas City, Jackson Co., MO
Substation No. 32	Mt. Leonard	Hwy. 127 East of Mt. Leonard, Saline Co., MO
Substation No. 33	Center Street	Fourth & Center Street, Pleasanton, Linn Co., KS
Substation No. 34	Corder	Hwy. 20 North of Corder, Lafayette Co., MO
Substation No. 35	Loma Vista	6620 East 91st Street, Kansas City, Jackson Co., MO
Substation No. 36	Orange Street	Orange & Chestnut Streets, Brunswick, Chariton Co., MO
Substation No. 37	Gardner	South of Hwy. 56 West of Gardner, Johnson Co., KS
Substation No. 38	Oxford	14540 Antioch Road, Overland Park, Johnson Co., KS
Substation No. 40	Richland	Northwest of Hwys. 169 & 68, Miami Co., KS
Substation No. 41	Olathe	135th Street & Blackbob Road, Olathe, Johnson Co., KS
Substation No. 42	Brunswick	U.S. Hwy. 24 West of Brunswick, Chariton Co., MO
Substation No. 43	West Marshall	U.S. Hwy. 24 & U.S. Hwy. 240, North of Marshall, Saline Co., MO
Substation No. 44	Atherton	Atherton & Bundshu Roads, Independence, Jackson Co., MO
Substation No. 45	Indiana	3328 East 22nd Street, Kansas City, Jackson Co., MO
Substation No. 46	Ottawa	U.S. Hwy. 59 & I-35, South of Ottawa, Franklin Co., KS
Substation No. 47	Overland Park	9521 West 88th Street, Overland Park, Johnson Co., KS
Substation No. 48	Tomahawk	910 West 103rd Street, Kansas City, Jackson Co., MO
Substation No. 49	Weatherby	Hwy. 45 & Graden Road, Platte Co., MO
Substation No. 50	Kenilworth	4601 West 90th Terr., Overland Park, Johnson Co., KS
Substation No. 51	Morningside	63rd & Morningside Drive, Kansas City, Jackson Co., MO
Substation No. 52	Claycomo	Ravena Road & Wabash R.R./W, Claycomo, Clay Co., MO
Substation No. 53	Blue Valley	7801 East U.S. Hwy. 24, Kansas City, Jackson Co., MO
Substation No. 54	Wea	215th Street & Metcalf, Johnson Co., KS
Substation No. 55	Paola	U.S. Hwy. 169 South & West of Paola, Miami Co., KS
Substation No. 56	Hickman	11500 Grandview Road, Kansas City, Jackson Co., MO

Substation No. 57	Cortney	East of Hwy. 291 on Baker Road, Independence, Jackson Co., MO
Substation No. 58	Woodsweather	1201 Woodsweather Road, Kansas City, Jackson Co., MO
Substation No. 59	Gilliam	Hwy. 250 East of Gilliam, Saline Co., MO
Substation No. 60	Chariton	U.S. Hwy. 24 West of Salisbury, Chariton Co., MO
Substation No. 61	Leeds	4210 Raytown Road, Kansas City, Jackson Co., MO
Substation No. 62	Poplar Ridge	Poplar Ridge & South City Limits of Paola, Miami Co., KS
Substation No. 63	Line Creek	3810 Northwest 64th Street, Kansas City, Clay Co., MO
Substation No. 64	Nashua	Northwest 132nd Street & Hwy. 169, Clay Co., MO
Substation No. 65	Martin City	Martin City Road & Wornall Road, Kansas City, Jackson Co., MO
Substation No. 66	Martin City	13701 Wyandotte, Kansas City, Jackson Co., MO
Substation No. 67	Lakeview	Old Hwy. 69 South of Louisburg, Miami Co., KS
Substation No. 68	Roeland Park	4702 Roe Boulevard, Roeland Park, Johnson Co., KS
Substation No. 69	Moonlight	17508 Moonlight Road, Gardner, Johnson Co., KS
Substation No. 71	Temp Randolph	7400 East Birmingham Road, Kansas City, Clay Co., MO
Substation No. 72	Craig	10859 Woodland Road, Johnson Co., KS
Substation No. 73	Centennial	Poplar Road & Centennial Road, Paola, Miami Co., KS
Substation No. 74	Northeast	900 North Olive, Kansas City, Jackson Co., MO
Substation No. 75	Midtown	1223 East 48th Street, Kansas City, Jackson Co., MO
Substation No. 76	Rock Creek	Hwy. 59 South of Ottawa, Franklin Co., KS
Substation No. 77	Spring Ridge	West of Hwy. 7 South of Paola, Miami Co., KS
Substation No. 78	Gladstone	2101 East 72nd Street North, Gladstone, Clay Co., MO
Substation No. 79	Blue Mills	Courtney-Atherton & Old Atherton Roads, Jackson Co., MO
Substation No. 80	Greeley	Hwy. 169 West of Greeley, Anderson Co., KS
Substation No. 81	West Gardner	18827 Dille Road Southwest of Gardner, Johnson Co., KS
Substation No. 82	Mur Len	15900 West 159th Street, Olathe, Johnson Co., KS
Substation No. 83	Salisbury	U.S. Hwy. 24 & Hwy. 5, Salisbury, Chariton Co., MO
Substation No. 84	South Troost	7643 Troost Avenue, Kansas City, Jackson Co., MO
Substation No. 85	Cypress	4500 Independence Avenue, Kansas City, Jackson Co., MO
Substation No. 86	Blue Springs	Hwy. 7 & Truman Road, Kansas City, Jackson Co., MO
Substation No. 87	Campbell	824 East 18th Street, Kansas City, Jackson Co., MO
Substation No. 88	Trafficway	640 West 39th Street, Kansas City, Jackson Co., MO
Substation No. 89	Sugar Creek	Short Street West of Sterling, Sugar Creek, Jackson Co., MO
Substation No. 91	Merriam	6412 Carter Street, Merriam, Johnson Co., KS
Substation No. 92	Troost	3737 Troost, Kansas City, Jackson Co., MO
Substation No. 93	Greenwood	65th & Lackman Road, Shawnee, Johnson Co., KS
Substation No. 94	No. Kansas City	840 Swift Street, North Kansas City, Clay Co., MO
Substation No. 95	Norton	Route 0 Northeast of Marshall, Saline Co., MO
Substation No. 96	Hawthorn	8700 Hawthorn Road, Kansas City, Jackson Co., MO (TRANS)
Substation No. 96	Hawthorn	8700 Hawthorn Road, Kansas City, Jackson Co., MO (DIST)
Substation No. 97	Welda	Hwy. 59 East of Garnett, Anderson Co., KS
Substation No. 98	Riverside	Tillison Lane & CB&Q R/W, Riverside, Platte Co., MO
Substation No. 99	La Cygne	East of La Cygne, Linn Co., KS
Substation No. 100	Bowdry	U.S. Hwy. 24 & Hwy. 65 North of Waverly, Carroll Co., MO *
Substation No. 101	Stanley	U.S. Hwy. 69 & 159th Street, Johnson Co., KS
Substation No. 102	Overpass	Pearl Avenue & Wallace Park Drive, Paola, Miami Co., KS
Substation No. 103	East Carrollton	U.S. Hwy. 24 East of Carrollton, Carroll Co., MO
Substation No. 104	Carrollton	Northeast of Carrollton, Carroll Co., MO
Substation No. 105	Sand Creek	Northwest of Ottawa, Franklin Co., KS
Substation No. 106	Edgerton	U.S. Hwy. 56 West of Edgerton, Johnson Co., KS
Substation No. 107	Holly Street	509 East 9th Street, Pleasanton, Linn Co., KS
Substation No. 108	Centerville	West of Centerville, Linn Co., KS

* Pole Mounted Station

Substation No. 109	Moss Creek	Hwy. 10 West of Wabash Junction, Carroll Co., MO
Substation No. 110	Higginsville	29th & Shelby, Higginsville, Lafayette Co., MO
Substation No. 112	Montrose	Montrose, Henry Co., MO
Substation No. 116	Bogard	U.S. Hwy. 65 North of Carrollton, Carroll Co., MO
Substation No. 122	Waverly	208 Jefferson Street, Waverly, Lafayette Co., MO
Substation No. 127	South Waverly	4 Miles South of Waverly, Lafayette Co., MO
Substation No. 144	Guinotte Term.	2014 Guinotte, Kansas City, Jackson Co., MO
Substation No. 146	Brush Creek Term.	4030 Brush Creek Parkway, Kansas City, Jackson Co., MO
Substation No. 147	Cherry Term.	603 East 1st Street, Kansas City, Jackson Co., MO
Substation No. 148	Roe Term.	4706 Fontana Street, Roeland Park, Johnson Co., KS
Substation No. 158	Melt Shop No.2	KC Terminal RR Blue River Yards, Kansas City, Jackson Co., MO
Substation No. 159	Armco	7801 U.S. Hwy. 24, Kansas City, Jackson Co., MO
Substation No. 174	Washburn	2917 Guinotte, Kansas City, Jackson Co., MO
Substation No. 471	Parker	2 Miles West of Cadmus, Linn Co., KS
Substation No. 472	Baldwin	South of Baldwin, Douglas Co., KS
Substation No. 473	Spring Ridge Reg.	4 Miles South of Pressonville, Miami Co., KS
Substation No. 476	Prescott	U.S. Hwy. 69 & Walnut, Prescott, Linn Co., KS *
Substation No. 477	Ransomville	U.S. Hwy. 50 at Ransomville, Franklin Co., KS
Substation No. 478	Michigan Valley	2 Miles South of Michigan Valley, Osage Co., KS
Substation No. 479	Mound City	4th & Hemlock, Mound City, Linn Co., KS
Substation No. 480	Wellsville	Hwy. 33 North of I-35, Wellsville, Franklin Co., KS
Substation No. 481	Greeley Reg.	U.S. Hwy. 169 Southwest of Greeley, Anderson Co., KS
Substation No. 482	Chiles	U.S. Hwy. 69 & Cleveland-Chiles Road, Miami Co., KS
Substation No. 484	Grassland	191st Street East of Metcalf, Johnson Co., KS
Substation No. 489	Louisburg	U.S. Hwy. 69 North of Louisburg, Miami Co., KS
Substation No. 495	Beagle	1 Mile Northeast of Beagle, Miami Co., KS
Substation No. 497	Six Mile	Hwy. 68 6 Miles West of Quenemo, Osage Co., KS
Substation No. 540	Sub J	4000 East 43rd Street, Kansas City, Jackson Co., MO
Substation No. 702	Newell	Hwy. 20 West of Marshall, Saline Co., MO
Substation No. 703	Mayview	Co. Road FF West of Hwy. 13, Lafayette Co., MO
Substation No. 704	La Cygne Station	La Cygne Plant Site, Linn Co., KS
Substation No. 705	Iatan Station	Iatan Plant Site, Platte Co., MO
Substation No. 706	Wolf Creek Station	P. O. Box 309, Burlington, Coffey Co., KS
Substation No. 734	Melt Shop No.1	Pole #18 Hawthorne-Blue Valley #8 Line *
Substation No. 735	U.S. Cold Storage	500 East 3rd Street, Kansas City, Jackson Co., MO
Substation No. 736	Continental	106 West 11th Street, Kansas City, Jackson Co., MO
Substation No. 739	Burge Ice Service	2027 Campbell, Kansas City, Jackson Co., MO
Substation No. 756	Muehlebach	1204 Baltimore, Kansas City, Jackson Co., MO
Substation No. 757	Midland	1228 Main Street, Kansas City, Jackson Co., MO
Substation No. 762	Plaza	4704 Wyandotte, Kansas City, Jackson Co., MO
Substation No. 763	Uptown	3700 Broadway, Kansas City, Jackson Co., MO
Substation No. 764	Star	1719 Grand, Kansas City, Jackson Co., MO
Substation No. 769	Royal Tower Apt.	901 McGee, Kansas City, Jackson Co., MO
Substation No. 771	Nelson	4525 Oak, Kansas City, Jackson Co., MO
Substation No. 773	Stuart Hall	2131 Central, Kansas City, Jackson Co., MO
Substation No. 915	Grand Ave.	2nd & Grand, Kansas City, Jackson Co., MO
Substation No.1222	Service Pipe Line	Southwest of Centerville, Linn Co., KS
Substation No.1284	Slater Power Plant	Front & Walnut Street, Slater, Saline Co., MO
Substation No.1319	Bendix	1200 East Bannister, Kansas City, Jackson Co., MO
Substation No.1440	Amaco Pipe Line Co.	U.S. Hwy. 65 & AT&SF RR R/W, Carrollton, Cass Co., MO
Substation No.1583	City of Salisbury	1st Street & Wabash RR, Salisbury, Chariton Co., MO

* Pole Mounted Station

ELECTRIC DISTRIBUTION SYSTEMS

The electric distribution systems of the Company located in and near the municipalities listed below:

<u>Municipality</u>	<u>County</u>	<u>State</u>
Kansas City	Jackson	Missouri
Blue Springs	Jackson	Missouri
Grandview	Jackson	Missouri
Independence	Jackson	Missouri
Raytown	Jackson	Missouri
Sugar Creek	Jackson	Missouri
Cleveland	Cass	Missouri
Belton	Cass	Missouri
Westline	Cass	Missouri
Kansas City	Clay	Missouri
Avondale	Clay	Missouri
Birmingham	Clay	Missouri
Claycomo	Clay	Missouri
Randolph	Clay	Missouri
Gladstone	Clay	Missouri
Liberty	Clay	Missouri
North Kansas City	Clay	Missouri
Oaks	Clay	Missouri
Oakwood	Clay	Missouri
Oakview	Clay	Missouri
Oakwood Manor	Clay	Missouri
Oakwood Park	Clay	Missouri
Pleasant Valley	Clay	Missouri
Montrose	Henry	Missouri
Houston Lake	Platte	Missouri
Kansas City	Platte	Missouri
Northmoor	Platte	Missouri
Parkville	Platte	Missouri
Platte Woods	Platte	Missouri
Riverside	Platte	Missouri
Waukomis	Platte	Missouri
Weatherby Lake	Platte	Missouri
Bogard	Carroll	Missouri
Bosworth	Carroll	Missouri
Carrollton	Carroll	Missouri
Dewitt	Carroll	Missouri
Tina	Carroll	Missouri
Wakenda	Carroll	Missouri
Brunswick	Chariton	Missouri
Dalton	Chariton	Missouri
Glasgow	Chariton	Missouri

<u>Municipality</u>	<u>County</u>	<u>State</u>
Keytesville	Chariton	Missouri
Mendon	Chariton	Missouri
Salisbury	Chariton	Missouri
Sumner	Chariton	Missouri
Triplett	Chariton	Missouri
Glasgow	Howard	Missouri
Armstrong	Lafayette	Missouri
Alma	Lafayette	Missouri
Aulville	Lafayette	Missouri
Corder	Lafayette	Missouri
Higginsville	Lafayette	Missouri
Mayview	Lafayette	Missouri
Emma	Lafayette	Missouri
Waverly	Lafayette	Missouri
Blackburn	Lafayette	Missouri
Houstonia	Pettis	Missouri
Arrow Rock	Saline	Missouri
Blackburn	Saline	Missouri
Emma	Saline	Missouri
Gilliam	Saline	Missouri
Grand Pass	Saline	Missouri
Malta Bend	Saline	Missouri
Marshall	Saline	Missouri
Miami	Saline	Missouri
Mount Leonard	Saline	Missouri
Sweet Springs	Saline	Missouri
Countryside	Johnson	Kansas
Edgerton	Johnson	Kansas
Fairway	Johnson	Kansas
Gardner	Johnson	Kansas
Leawood	Johnson	Kansas
Lenexa	Johnson	Kansas
Merriam	Johnson	Kansas
Mission	Johnson	Kansas
Mission Hills	Johnson	Kansas
Mission Woods	Johnson	Kansas
Olathe	Johnson	Kansas
Overland Park	Johnson	Kansas
Prairie Village	Johnson	Kansas
Quivira Lake	Johnson	Kansas
Roeland Park	Johnson	Kansas
Shawnee	Johnson	Kansas
Springhill	Johnson	Kansas
Stanley	Johnson	Kansas
Westwood	Johnson	Kansas
Westwood Hills	Johnson	Kansas
Bonner Springs	Wyandotte	Kansas

FIFTH SUPPLEMENTAL INDENTURE

KANSAS CITY POWER & LIGHT COMPANY

UNITED MISSOURI BANK, N.A.

DATED AS OF SEPTEMBER 1, 1992

CREATING A MORTGAGE BOND
SERIES 1992

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

FIFTH SUPPLEMENTAL INDENTURE, dated as of September 1, 1992, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("Company"), and UNITED MISSOURI BANK, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as Trustee ("Trustee") under the Indenture hereinafter mentioned.

WHEREAS, all capitalized terms used in this Supplemental Indenture have the respective meanings set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust ("Indenture"), dated as of December 1, 1986, to secure Mortgage Bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided.

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a First Supplemental Indenture, dated as of December 1, 1986, creating a first series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Second Supplemental Indenture, dated as of April 1, 1988, creating a second series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Third Supplemental Indenture, dated as of April 1, 1991, creating a third series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fourth Supplemental Indenture, dated as of February 15, 1992, creating a fourth series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a fifth series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date, interest rate and the form and other terms of such Mortgage Bonds;

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Supplemental Indenture, the receipt whereof is hereby

acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

DESCRIPTION OF CERTAIN PROPERTY SUBJECT
TO THE LIEN OF THE INDENTURE

The Company hereby confirms unto the Trustee, and records the description of the property described in Schedule A attached and expressly made a part hereof, which property is subject to the lien of the Indenture in all respects as if originally described herein.

ARTICLE I.

MORTGAGE BOND, SERIES 1992

SECTION 1. (a) There is hereby created a fifth series of Mortgage Bonds to consist of one Mortgage Bond issued under and secured by the Indenture, to be designed as "Mortgage Bond, Series 1992" of the Company ("Bond of the Fifth Series").

(b) The Bond of the Fifth Series shall be issued in the principal amount of \$31,000,000, but the principal amount of the Bond of the Fifth Series actually outstanding as of any particular time shall be equal to the principal amount of securities titled "State Environmental Improvement and Energy Resources Authority of the State of Missouri Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Series 1992" ("Revenue Bonds") which at such particular time are outstanding under the Indenture dated as of September 1, 1992, ("Revenue Bond Indenture"), between the State Environmental Improvement and Energy Resources Authority of the State of Missouri and The First National Bank of Chicago, as trustee ("Revenue Bond Trustee").

(c) The Bond of Fifth Series shall be a registered Bond without coupons and shall be dated September 15, 1992. The Bond of Fifth Series shall mature July 1, 2017, subject to prior redemption pursuant to Section 3.

(d) Interest will accrue on the unpaid portion of the principal of the Bond of Fifth Series from the last date to which interest was paid, or if no interest has been paid from the date of the original issuance of the Bond of Fifth Series until the entire principal amount of the Bond of Fifth Series is paid. The Bond of Fifth Series shall bear interest at the rate per annum born by the Revenue Bonds as provided for in Section 2.02 of the Revenue Bond Indenture and in the Revenue Bonds and interest shall be paid on the date or dates on which, and at the same place or places as, interest is payable on the Revenue Bonds.

(e) The payment or payments of principal of the Bond of Fifth Series shall be equal to the principal amount of, and any premium on, the Revenue Bonds which is due and payable under the Revenue Bond Indenture and shall be payable on the date or dates on which, and at the same place or places as, the principal of, and any premium on such Revenue Bonds.

(f) The Mortgage Bond shall be subject to redemption at the same times and in the same amounts as the Revenue Bonds.

(g) The principal amount of and interest on the Bond of Fifth Series shall be payable in lawful money of the United States of America.

SECTION 2. At such time or times as the Revenue Bond Trustee shall deliver a certificate signed by a Responsible Officer, as defined by the Revenue Bond Indenture stating that all or a portion of the principal amount of the Revenue Bonds have been redeemed or otherwise deemed to have been paid, the principal amount of the Bond of Fifth Series shall be reduced by such specific principal amount, and such specific principal amount shall be deemed for all purposes of the Indenture, including Article IV and Article XI of the Indenture, to be Retired Bonds.

SECTION 3. If the Revenue Bonds, shall become immediately due and payable, pursuant to the provisions of the first paragraph of Section 8.02 of the Revenue Bond Indenture (by reason of the occurrence and continuance of an "Event of Default" under paragraph (a), (b) or (c) of Section 8.01 of the Revenue Bond Indenture), the Bond of the Fifth Series shall be subject to redemption in whole. The Trustee shall redeem the Bond of the Fifth Series upon receipt of a written notice (hereinafter referred to as the "Notice") from the Revenue Bond Trustee stating that the Revenue Bonds have become immediately due and payable. The Notice shall direct the Trustee to call the Bond of the Fifth Series for redemption. No notice of redemption of the Bond of the Fifth Series shall be required in connection with such redemption and the Notice shall also contain a waiver by the Revenue Bond Trustee, as holder of the Bond of the Fifth Series of any notice of redemption as may be required under Article IX of the Indenture. The Bond of the Fifth Series shall be redeemed in whole immediately upon the receipt by the Trustee of such Notice. The Trustee may conclusively presume the statements contained in the Notice to be correct. Any such redemption of Bond of the Fifth Series shall be at a redemption price equal to the principal amount of the Bond of the Fifth Series together with accrued interest to the redemption date, and such amount shall become and be due and payable immediately. The Company hereby covenants that, if a Notice shall be delivered to the Trustee, the Company will deposit immediately with the Trustee, in accordance with Article IX of the Indenture, an amount in cash sufficient to redeem the Bond of the Fifth Series so called for redemption.

SECTION 4. The Bond of Fifth Series is not transferable except to a successor Revenue Bond Trustee under the Revenue Bond Indenture.

SECTION 5. (a) The Bond of Fifth Series shall be pledged by the Company with and delivered to the Revenue Bond Trustee to secure payment of the principal of, premium, if any, and interest on the Revenue Bonds for the benefit of the owners and beneficial owners from time to time of the Revenue Bonds.

(b) The obligation of the Company to make any payment of the principal of or any premium or interest on the Bond of Fifth Series shall be fully or partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue

Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

(c) The Trustee shall conclusively presume that the obligation of the Company to make payments of the principal of or any premium or interest on the Bond of Fifth Series shall have been fully paid, deemed to have been paid or otherwise satisfied and discharged when due unless and until the Trustee shall have received written notice from the Revenue Bond Trustee, signed by a Responsible Officer (as defined in the Revenue Bond Indenture), stating that the payments of principal of and premium or interest on the Revenue Bonds specified in such notice were not fully paid, deemed to have been paid or otherwise satisfied and discharged when due and remain unpaid at the date of such notice.

SECTION 6. The form of the Bond of Fifth Series shall be substantially as follows:

(FORM OF BOND OF FIFTH SERIES)
KANSAS CITY POWER & LIGHT COMPANY
MORTGAGE BOND, SERIES 1992

\$31,000,000

Bond Number R-1

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to The First National Bank of Chicago as Trustee under the Indenture dated as of September 1, 1992, between the State Environmental Improvement and Energy Resources Authority of the State of Missouri, and such Trustee ("Revenue Bond Indenture"), or the successor Trustee under the Revenue Bond Indenture, the sum of \$31,000,000, or, if less, the aggregate unpaid principal amount of all State Environmental Improvement and Energy Resources Authority of the State of Missouri Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Series 1992 ("Revenue Bonds") outstanding under the Revenue Bond Indenture. The payment of principal, premium, or interest on the Bond shall be equal to the principal amount of, any premium on, and interest due on the Revenue Bonds as set forth in the Revenue Indenture. The principal of and any premium or interest on this Bond of Fifth Series are payable in lawful money of the United States of America.

THIS BOND OF FIFTH SERIES IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE REVENUE BOND INDENTURE.

The obligation of the Company to make any payment of the principal of or any premium or interest on this Bond of Fifth Series shall be fully or partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

This Bond of Fifth Series is one, of the series hereinafter specified, of the bonds of the Company ("Bonds") known as its "Mortgage Bonds," issued and to be issued in one or more series under and secured by a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 ("Indenture"), duly executed by the Company to United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.) Trustee ("Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are, and are to be, issued and secured, and the rights of the owners of the Bonds and of the Trustee in respect of such security, and the prior liens to which the security for the Bonds are junior; capitalized terms used in this Bond of Fifth Series have the respective meanings set forth in the Indenture. As provided in the Indenture, the Bonds may be various principal sums, are issuable in series, may mature at different times, may bear

interest at different rates and may otherwise vary as therein provided; and this Bond of Fifth Series is the only one of the series entitled "Mortgage Bond, Series 1992," created by a Fifth Supplemental Indenture dated as of September 1, 1992, as provided for in the Indenture. With the consent of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company and the Trustee may from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of the Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of the Bonds and any coupons; provided, however, that (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to certain exceptions, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or any premium or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien, and (ii) no such action which would affect the rights of the holders of Bonds of only one series may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that, in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

In the event that this Bond of Fifth Series shall not be presented for payment when all Revenue Bonds issued are no longer outstanding under the Revenue Bond Indenture, then all liability of the Company to the Registered Holder of this Bond of Fifth Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and the right of such Registered Holder of this Bond of Fifth Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and such Registered Holder shall no longer be entitled to any lien or benefit of the Indenture.

In case an event of Default shall occur, the principal of this Bond of Fifth Series may become or be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Bond of Fifth Series is transferable by the Registered Holder hereof in person or by attorney duly authorized in writing, only to a successor to the Revenue Bond Trustee under the Revenue Bond Indenture, at the principal office of the Trustee in Kansas City, Missouri, (or at the principal office of any successor in trust), upon surrender and cancellation of this Bond of Fifth Series, and upon any such transfer a new registered Bond of Fifth Series without

coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor.

The Company and the Trustee may deem and treat the person in whose name this Bond of Fifth Series is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Bond of Fifth Series, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Supplemental Indenture, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor corporation, as such, either directly or through the Company or of any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by every owner hereof by the acceptance of this Bond of Fifth Series and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

This Bond of Fifth Series shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Bond of Fifth Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

KANSAS CITY POWER & LIGHT COMPANY,

Dated:

By _____
Authorized Signature

Attest:

Secretary or Assistant Secretary

The form of Trustee's certificate to appear on the Bond of Fifth Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of Fifth Series is the Bond of the series designated therein, described in the within-mentioned Indenture and Fifth Supplemental Indenture.

UNITED MISSOURI BANK, N.A.,
as Trustee,

By _____
Authorized Signature

ARTICLE II.
ISSUE OF BOND OF FIFTH SERIES.

SECTION 1. The Bond of Fifth Series may be executed, authenticated and delivered as permitted by the provisions of Article III, IV, V or VI of the Indenture.

ARTICLE III.

THE TRUSTEE.

SECTION 1. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture other than as set forth in the Indenture; and this Supplemental Indenture is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE IV.

MISCELLANEOUS PROVISIONS.

SECTION 1. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture, as amended, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture; and the Indenture as supplemented and amended by this Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, as amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Supplemental Indenture is intended, or shall be construed to give to any person or corporation, other than the parties hereto and the holders of Bond of Fifth Series issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bond of Fifth Series issued and to be issued under the Indenture and secured thereby.

SECTION 3. All covenants, stipulations and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture, as amended) inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part hereof.

SECTION 5. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and UNITED MISSOURI BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY,

By /s/B. J. Beaudoin
(B. J. Beaudoin)

ATTEST:

/s/Jeanie Sell Latz
(Jeanie Sell Latz)

UNITED MISSOURI BANK, N.A.,

By /s/Frank C. Bramwell
(Frank C. Bramwell)

ATTEST:

/s/R. William Bloemker
(R. William Bloemker)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 9th day of September, 1992, before me, a Notary Public in and for said County in the State aforesaid, personally appeared B. J. Beaudoin, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President-Finance and Chief Financial Officer 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 on behalf of said corporation by authority of its Board of Directors; and said B. J. Beaudoin acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by its voluntary 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.

 /s/Janée C. Rosenthal
Janée C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 9th day of September, 1992, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Frank C. Bramwell, to me personally known, who, being by me duly sworn, did say that he is a Vice President of UNITED MISSOURI BANK, N.A., a national banking association organized and existing under the laws of the United States of America, 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 on behalf of said corporation by authority of its Board of Directors; and said Frank C. Bramwell acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary 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.

 /s/Janée C. Rosenthal
Janée C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

REAL ESTATE IN MISSOURI

All the following described real estate of the Company situated in the State of Missouri:

BATES COUNTY

(184) Railway Spur Track, Bates County, Missouri: The North twenty (20) feet of the South one half (S 1/2) of Fractional Section 18, Township 41, Range 33, and the North twenty (20) feet of the West one half (W 1/2) of South one half (S 1/2) of Section 17, Township 41, Range 33, all in Bates County, Missouri, lying South of, parallel with and adjoining the Southerly line of the following described tract of land:

A tract of land one hundred (100) feet in width, the center line of which is described as follows: Beginning on the West line of Lot Two (2) of the South Half (S 1/2) of Fractional Section Eighteen (18), Township Forty-one (41), Range Thirty-three (33), Bates County, Missouri, at a point which is seven hundred fifty-four (754) feet South of the North line of said Lot Two (2), thence South ninety degrees (90°) East a distance of one hundred seventy-five (175) feet to the point of tangency of a curve bearing to the right with a radius of fifty-seven hundred twenty-nine and sixty-five hundredths (5729.65) feet, a distance of six hundred seven and seventy-three hundredths (607.73) feet to the point of curve, thence Easterly to a point on the East line of said Lot Two (2), also known as the West line of Lot One (1) of said Half (1/2) Fractional Section, said point located eight hundred sixty-eight (868) feet South of the North line of said Lot Two (2). (The North lines of aforesaid Lots One (1) and Two (2) are hereby further identified as also being the East-West center line of aforesaid Fractional Section Eighteen (18). Thence continuing Easterly to a point on the East line of said Lot One (1) which is ten hundred seventeen and five tenths (1017.5) feet South of the North line of said Lot One (1), thence continuing Easterly to a point on the East line of the West one half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 17, Township 41, Range 33, Bates County, Missouri, which is fourteen hundred seventy-one and six tenths (1471.6) feet North of the South line of said Section Seventeen (17).

Also the North twenty (20) feet of the West one half (W 1/2) of the South one half (S 1/2) of Section 17, Township 41, Range 33, Bates County, Missouri, lying South of, parallel with and adjoining the Southerly line of the following described tract of land:

A tract of land one hundred (100) feet in width, the center line of which is described as follows: Beginning on the East line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 41, Range 33, Bates County, Missouri, at a point which is fifty and four tenths (50.4) feet North of the South line of said Quarter (1/41/4) Section, thence South eighty-nine degrees, six minutes, thirty-five and three tenths seconds West (89° 06' 35.3" W) a distance of two hundred eighty-five (285) feet to a point of curve bearing to the right with a radius of fifty-seven hundred twenty-nine and sixty-five hundredths (5729.65) feet, thence along said curve a distance of six hundred ninety-six and seventy-five hundredths (696.75) feet to the point of tangent, thence Westerly to a point on the West line of said Quarter Quarter (1/41/4) Section which is fourteen hundred seventy-one and six tenths (1471.6) feet North of the South line of aforesaid Section Seventeen (17).

REAL ESTATE IN KANSAS

All the following described real estate of the Company situated in the State of Kansas:

JOHNSON COUNTY, KANSAS

(185) Cedar Creek Substation (Additional of Tract C to Substation) 23950 W. 102nd Terr., Johnson County, Kansas: Beginning at the Southeast corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, Township 13, Range 23, Johnson County, Kansas, thence North three degrees, twenty-nine minutes, thirty-five seconds West (N 03° 29' 35" W) along the East line of said Quarter Quarter (1/4 1/4) Section a distance of seventy-seven and thirty hundredths (77.30) feet to a point on the North right of way line of Kansas No. 10 Highway, as now established; thence North eighty-six degrees, thirty-two minutes, forty-four seconds West (N 86° 32' 44" W), along said North right of way line a distance of four hundred two and ninety-six hundredths (402.96) feet to a point on the West line of the East four hundred (400) feet of said Quarter Quarter (1/41/4) Section, said point being the true point of beginning, thence continuing north eighty-six degrees, thirty-two minutes, forty-four seconds West (N 86° 32' 44" W) a distance of one hundred two and forty-four hundredths (102.44) feet, thence North eighty degrees, fifty-three minutes, fourteen seconds West (N 80° 53' 14" W) a distance of fifty (50) feet, thence North three degrees, twenty-nine minutes, thirty-five seconds West (N 03 29' 35" W) a distance of six hundred thirty-seven (637) feet, thence North eighty-seven degrees, thirty-three minutes, five seconds East (N 87° 33' 05" E) to a point on the West line of the East four hundred (400) feet of said Quarter Quarter (1/41/4) Section, thence South along the West line of the East four hundred (400) feet of said Quarter (1/41/4) Section to the true point of beginning; except any parts in streets or roads.

SEVENTH SUPPLEMENTAL INDENTURE

KANSAS CITY POWER & LIGHT COMPANY

UNITED MISSOURI BANK, N.A.

DATED AS OF OCTOBER 1, 1993

CREATING A MORTGAGE BOND
SERIES 1993A

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

SEVENTH SUPPLEMENTAL INDENTURE, dated as of October 1, 1993, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("Company"), and UNITED MISSOURI BANK, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as Trustee ("Trustee") under the Indenture hereinafter mentioned.

WHEREAS, all capitalized terms used in this Supplemental Indenture have the respective meanings set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust ("Indenture"), dated as of December 1, 1986, to secure Mortgage Bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided.

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a First Supplemental Indenture, dated as of December 1, 1986, creating a first series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Second Supplemental Indenture, dated as of April 1, 1988, creating a second series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Third Supplemental Indenture, dated as of April 1, 1991, creating a third series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fourth Supplemental Indenture, dated as of February 15, 1992, creating a fourth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fifth Supplemental Indenture, dated as of September 1, 1992, creating a fifth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Sixth Supplemental Indenture, dated as of November 1, 1992, creating a sixth series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a seventh series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date, interest rate or rates and the form and other terms of such Mortgage Bonds;

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done

and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

DESCRIPTION OF CERTAIN PROPERTY SUBJECT
TO THE LIEN OF THE INDENTURE

The Company hereby confirms unto the Trustee, and records the description of the property described in Schedule A attached and expressly made a part hereof, which property is subject to the lien of the Indenture in all respects as if originally described herein.

ARTICLE I.

MORTGAGE BOND SERIES 1993A

SECTION 1. (a) There is hereby created a seventh series of Mortgage Bonds to consist of one Mortgage Bond issued under and secured by the Indenture, to be designed as "Mortgage Bond Series 1993A" of the Company ("Bond of the Seventh Series").

(b) The Bond of the Seventh Series shall be issued in the principal amount of \$12,366,000, but the principal amount of the Bond of the Seventh Series actually outstanding as of any particular time shall be equal to the principal amount of securities titled "State Environmental Improvement and Energy Resources Authority of the State of Missouri Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Series 1993" ("Revenue Bonds") which at such particular time are outstanding under the Indenture dated as of October 1, 1993, ("Revenue Bond Indenture"), between the State Environmental Improvement and Energy Resources Authority of the State of Missouri and The First National Bank of Chicago, as trustee ("Revenue Bond Trustee").

(c) The Bond of the Seventh Series shall be a registered Bond without coupons and shall be dated October 14, 1993. The Bond of the Seventh Series shall mature January 2, 2012, subject to prior redemption pursuant to Section 3.

(d) Interest will accrue on the unpaid portion of the principal of the Bond of the Seventh Series from the last date to which interest was paid, or if no interest has been paid from the date of the original issuance of the Bond of the Seventh Series until the entire principal amount of the Bond of Seventh Series is paid. The Bond of the Seventh Series shall bear interest at the rate or rates per annum born by the Revenue Bonds as provided for in Section 2.02 of the Revenue Bond Indenture and in the Revenue Bonds and interest shall be paid

on the date or dates on which, and at the same place or places as, interest is payable on the Revenue Bonds.

(e) The payment or payments of principal of the Bond of the Seventh Series shall be equal to the principal amount of, and any premium on, the Revenue Bonds which is due and payable under the Revenue Bond Indenture and shall be payable on the date or dates on which, and at the same place or places as, the principal of, and any premium on such Revenue Bonds.

(f) The Mortgage Bond shall be subject to redemption at the same times and in the same amounts as the Revenue Bonds.

(g) The principal amount of and interest on the Bond of the Seventh Series shall be payable in lawful money of the United States of America.

SECTION 2. At such time or times as the Revenue Bond Trustee shall deliver a certificate signed by a Responsible Officer, as defined by the Revenue Bond Indenture stating that all or a portion of the principal amount of the Revenue Bonds have been redeemed or otherwise deemed to have been paid, the principal amount of the Bond of the Seventh Series shall be reduced by such specific principal amount, and such specific principal amount shall be deemed for all purposes of the Indenture, including Article IV and Article XI of the Indenture, to be Retired Bonds.

SECTION 3. If the Revenue Bonds, shall become immediately due and payable, pursuant to the provisions of the first paragraph of Section 8.02 of the Revenue Bond Indenture (by reason of the occurrence and continuance of an "Event of Default" under paragraph (a), (b) or (c) of Section 8.01 of the Revenue Bond Indenture), the Bond of the Seventh Series shall be subject to redemption in whole. The Trustee shall redeem the Bond of the Seventh Series upon receipt of a written notice (hereinafter referred to as the "Notice") from the Revenue Bond Trustee stating that the Revenue Bonds have become immediately due and payable. The Notice shall direct the Trustee to call the Bond of the Seventh Series for redemption. No notice of redemption of the Bond of the Seventh Series shall be required in connection with such redemption and the Notice shall also contain a waiver by the Revenue Bond Trustee, as holder of the Bond of the Seventh Series of any notice of redemption as may be required under Article IX of the Indenture. The Bond of the Seventh Series shall be redeemed in whole immediately upon the receipt by the Trustee of such Notice. The Trustee may conclusively presume the statements contained in the Notice to be correct. Any such redemption of Bond of the Seventh Series shall be at a redemption price equal to the principal amount of the Bond of the Seventh Series together with accrued interest to the redemption date, and such amount shall become and be due and payable immediately. The Company hereby covenants that, if a Notice shall be delivered to the Trustee, the Company will deposit immediately with the Trustee, in accordance with Article IX of the Indenture, an amount in cash sufficient to redeem the Bond of the Seventh Series so called for redemption.

SECTION 4. The Bond of the Seventh Series is not transferable except to a successor Revenue Bond Trustee under the Revenue Bond Indenture.

SECTION 5. (a) The Bond of the Seventh Series shall be pledged by the Company with and delivered to the Revenue Bond Trustee to secure payment of the principal of, premium, if any, and interest on the Revenue Bonds for the benefit of the owners and beneficial owners from time to time of the Revenue Bonds.

(b) The obligation of the Company to make any payment of the principal of or any premium or interest on the Bond of the Seventh Series shall be fully or partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

(c) The Trustee shall conclusively presume that the obligation of the Company to make payments of the principal of or any premium or interest on the Bond of the Seventh Series shall have been fully paid, deemed to have been paid or otherwise satisfied and discharged when due unless and until the Trustee shall have received written notice from the Revenue Bond Trustee, signed by a Responsible Officer (as defined in the Revenue Bond Indenture), stating that the payments of principal of and premium or interest on the Revenue Bonds specified in such notice were not fully paid, deemed to have been paid or otherwise satisfied and discharged when due and remain unpaid at the date of such notice.

SECTION 6. The form of the Bond of the Seventh Series shall be substantially as follows:

(FORM OF BOND OF THE SEVENTH SERIES)

KANSAS CITY POWER & LIGHT COMPANY

MORTGAGE BOND SERIES 1993A

\$12,366,000

Bond Number R-1

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to The First National Bank of Chicago as Trustee under the Indenture dated as of October 1, 1993, between the State Environmental Improvement and Energy Resources Authority of the State of Missouri, and such Trustee ("Revenue Bond Indenture"), or the successor Trustee under the Revenue Bond Indenture, the sum of \$12,366,000 or, if less, the aggregate unpaid principal amount of all State Environmental Improvement and Energy Resources Authority of the State of Missouri Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Series 1993 ("Revenue Bonds") outstanding under the Revenue Bond Indenture. The payment of principal, premium, or interest on the Bond shall be equal to the principal amount of, any premium on, and interest due on the Revenue Bonds as set forth in the Revenue Indenture. The principal of and any premium or interest on this Bond of the Seventh Series are payable in lawful money of the United States of America.

THIS BOND OF THE SEVENTH SERIES IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE REVENUE BOND INDENTURE.

The obligation of the Company to make any payment of the principal of or any premium or interest on this Bond of the Seventh Series shall be fully or partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

This Bond of the Seventh Series is one, of the series hereinafter specified, of the bonds of the Company ("Bonds") known as its "Mortgage Bonds," issued and to be issued in one or more series under and secured by a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 ("Indenture"), duly executed by the Company to United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.) Trustee ("Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are, and are to be, issued and secured, and the rights of the owners of the Bonds and of the Trustee in respect of such security, and the prior liens to which the security for the Bonds are junior; capitalized terms used in this Bond of the Seventh Series have the respective meanings set forth in the Indenture. As provided in the Indenture, the Bonds may

be various principal sums, are issuable in series, may mature at different times, may bear interest at different rates and may otherwise vary as therein provided; and this Bond of the Seventh Series is the only one of the series entitled "Mortgage Bond Series 1993A," created by a Seventh Supplemental Indenture dated as of October 1, 1993, as provided for in the Indenture. With the consent of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company and the Trustee may from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of the Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of the Bonds and any coupons; provided, however, that (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or rates or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to certain exceptions, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or any premium or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien, and (ii) no such action which would affect the rights of the holders of Bonds of only one series may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that, in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

In the event that this Bond of the Seventh Series shall not be presented for payment when all Revenue Bonds issued are no longer outstanding under the Revenue Bond Indenture, then all liability of the Company to the Registered Holder of this Bond of the Seventh Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and the right of such Registered Holder of this Bond of the Seventh Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and such Registered Holder shall no longer be entitled to any lien or benefit of the Indenture.

In case an event of Default shall occur, the principal of this Bond of the Seventh Series may become or be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Bond of the Seventh Series is transferable by the Registered Holder hereof in person or by attorney duly authorized in writing, only to a successor to the Revenue Bond Trustee under the Revenue Bond Indenture, at the principal office of the Trustee in Kansas City, Missouri, (or at the principal office of

any successor in trust), upon surrender and cancellation of this Bond of the Seventh Series, and upon any such transfer a new registered Bond of the Seventh Series without coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor.

The Company and the Trustee may deem and treat the person in whose name this Bond of the Seventh Series is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Bond of the Seventh Series, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Supplemental Indenture, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor corporation, as such, either directly or through the Company or of any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by every owner hereof by the acceptance of this Bond of the Seventh Series and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

This Bond of the Seventh Series shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Bond of the Seventh Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

KANSAS CITY POWER & LIGHT COMPANY,

Dated:

By _____
Authorized Signature

Attest:

Secretary or Assistant Secretary

The form of Trustee's certificate to appear on the Bond of the Seventh Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Seventh Series is the Bond of the series designated therein, described in the within-mentioned Indenture and Seventh Supplemental Indenture.

UNITED MISSOURI BANK, N.A.,
as Trustee,

By _____
Authorized Signature

ARTICLE II.
ISSUE OF BOND OF THE SEVENTH SERIES.

SECTION 1. The Bond of the Seventh Series may be executed, authenticated and delivered as permitted by the provisions of Article III, IV, V or VI of the Indenture.

ARTICLE III.

THE TRUSTEE.

SECTION 1. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture other than as set forth in the Indenture; and this Supplemental Indenture is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE IV.

MISCELLANEOUS PROVISIONS.

SECTION 1. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture, as amended, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture; and the Indenture as supplemented and amended by this Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, as amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Supplemental Indenture is intended, or shall be construed to give to any person or corporation, other than the parties hereto and the holders of Bond of the Seventh Series issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bond of the Seventh Series issued and to be issued under the Indenture and secured thereby.

SECTION 3. All covenants, stipulations and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture, as amended) inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part hereof.

SECTION 5. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and UNITED MISSOURI BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY,

By /s/B. J. Beaudoin
(B. J. Beaudoin)

ATTEST:

/s/Jeanie Sell Latz
(Jeanie Sell Latz)

UNITED MISSOURI BANK, N.A.,

By /s/Frank C. Bramwell
(Frank C. Bramwell)

ATTEST:

/s/R. William Bloemker
(R. William Bloemker)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 6th day of October, 1993, before me, a Notary Public in and for said County in the State aforesaid, personally appeared B. J. Beaudoin, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President-Finance and Chief Financial Officer 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 on behalf of said corporation by authority of its Board of Directors; and said B. J. Beaudoin acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary 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.

 /s/Janée C. Rosenthal
Janée C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 6th day of October, 1993, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Frank C. Bramwell, to me personally known, who, being by me duly sworn, did say that he is a Vice President of UNITED MISSOURI BANK, N.A., a national banking association organized and existing under the laws of the United States of America, 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 on behalf of said corporation by authority of its Board of Directors; and said Frank C. Bramwell acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary 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.

 /s/Janée C. Rosenthal
Janée C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

REAL ESTATE IN MISSOURI

All the following described real estate of the Company situated in the state of Missouri:

(186) Ash Pond Property, Hawthorn Power Plant, Kansas City:

A tract of land located in the West One-Half of Section 19 and Section 30, Township 50, Range 32, in Kansas City, Jackson County, Missouri, described as follows:

Commencing at the Northeast corner of Tract "A", EXECUTIVE PARK, FIFTEENTH PLAT, according to the recorded plat thereof; thence North $87^{\circ} 41' 03''$ West, along the North line of said Tract "A", a distance of 358.07 feet; thence North $02^{\circ} 18' 57''$ East, a distance of 110.00 feet; thence South $87^{\circ} 41' 03''$ East, a distance of 134.64 feet to the Point of Beginning; thence North $01^{\circ} 55' 27''$ East, a distance of 3023.92 feet (3026.33 feet deeded); thence South $41^{\circ} 55' 33''$ East, a distance of 347.70 feet (348.17 feet deeded); thence North $47^{\circ} 59' 22''$ East, a distance of 189.96 feet (North $48^{\circ} 04' 27''$ East, 190.00 feet deeded); thence South $42^{\circ} 01' 09''$ East, a distance of 799.45 feet, (South $41^{\circ} 55' 33''$ East, 799.85 feet deeded); thence South $38^{\circ} 46' 33''$ East, a distance of 0.28 feet; thence South $01^{\circ} 55' 25''$ West (South $01^{\circ} 55' 27''$ West deeded), a distance of 2335.51 feet; thence North $87^{\circ} 41' 03''$ West, a distance of 932.68 feet, to the Point of Beginning. Containing 2,541,930.81 Square Feet or 58.35 Acres, More or Less.

EIGHTH SUPPLEMENTAL INDENTURE

KANSAS CITY POWER & LIGHT COMPANY

UNITED MISSOURI BANK, N.A.

DATED AS OF DECEMBER 1, 1993

CREATING A MORTGAGE BOND
SERIES 1993B

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

EIGHTH SUPPLEMENTAL INDENTURE, dated as of October 1, 1993, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("Company"), and UNITED MISSOURI BANK, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as Trustee ("Trustee") under the Indenture hereinafter mentioned.

WHEREAS, all capitalized terms used in this Supplemental Indenture have the respective meanings set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust ("Indenture"), dated as of December 1, 1986, to secure Mortgage Bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided.

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a First Supplemental Indenture, dated as of December 1, 1986, creating a first series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Second Supplemental Indenture, dated as of April 1, 1988, creating a second series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Third Supplemental Indenture, dated as of April 1, 1991, creating a third series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fourth Supplemental Indenture, dated as of February 15, 1992, creating a fourth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fifth Supplemental Indenture, dated as of September 1, 1992, creating a fifth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Sixth Supplemental Indenture, dated as of November 1, 1992, creating a sixth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Seventh Supplemental Indenture, dated as of October 1, 1993, creating a seventh series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a eighth series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date, interest rate or rates and the form and other terms of such Mortgage Bonds;

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

ARTICLE I.

MORTGAGE BOND SERIES 1993B

SECTION 1. (a) There is hereby created a eighth series of Mortgage Bonds to consist of one Mortgage Bond issued under and secured by the Indenture, to be designed as "Mortgage Bond Series 1993B" of the Company ("Bond of the Eighth Series").

(b) The Bond of the Eighth Series shall be issued in the principal amount of \$79,480,000, but the principal amount of the Bond of the Eighth Series actually outstanding as of any particular time shall be equal to the principal amount of securities titled "City of Burlington, Kansas Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Market-Adjusted Tax Exempt Securities--\$40,000,000 Series 1993A and \$39,480,000 Series 1993B" ("Revenue Bonds") which at such particular time are outstanding under the Indenture of Trust dated as of December 1, 1993, ("Revenue Bond Indenture"), between the City of Burlington, Kansas and The Bank of New York, as trustee ("Revenue Bond Trustee").

(c) The Bond of the Eighth Series shall be a registered Bond without coupons and shall be dated December 2, 1993. The Bond of the Eighth Series shall mature December 1, 2023, subject to prior redemption pursuant to Section 3.

(d) Interest will accrue on the unpaid portion of the principal of the Bond of the Eighth Series from the last date to which interest was paid, or if no interest has been paid from the date of the original issuance of the Bond of the Eighth Series until the entire principal amount of the Bond of Eighth Series is paid. The Bond of the Eighth Series shall bear interest at the rate or rates per annum born by the Revenue Bonds as provided for in Section 2.02 of the Revenue Bond Indenture and in the Revenue Bonds and interest shall be paid on the date or dates on which, and at the same place or places as, interest is payable on the Revenue Bonds.

(e) The payment or payments of principal of the Bond of the Eighth Series shall be equal to the principal amount of, and any premium on, the Revenue Bonds which is due and payable under the Revenue Bond Indenture and shall be payable

on the date or dates on which, and at the same place or places as, the principal of, and any premium on such Revenue Bonds.

(f) The Mortgage Bond shall be subject to redemption at the same times and in the same amounts as the Revenue Bonds.

(g) The principal amount of and interest on the Bond of the Eighth Series shall be payable in lawful money of the United States of America.

SECTION 2. At such time or times as the Revenue Bond Trustee shall deliver a certificate signed by a Responsible Officer, as defined by the Revenue Bond Indenture stating that all or a portion of the principal amount of the Revenue Bonds have been redeemed or otherwise deemed to have been paid, the principal amount of the Bond of the Eighth Series shall be reduced by such specific principal amount, and such specific principal amount shall be deemed for all purposes of the Indenture, including Article IV and Article XI of the Indenture, to be Retired Bonds.

SECTION 3. If the Revenue Bonds, shall become immediately due and payable, pursuant to the provisions of the first paragraph of Section 8.02 of the Revenue Bond Indenture (by reason of the occurrence and continuance of an "Event of Default" under paragraph (a), (b) or (c) of Section 8.01 of the Revenue Bond Indenture), the Bond of the Eighth Series shall be subject to redemption in whole. The Trustee shall redeem the Bond of the Eighth Series upon receipt of a written notice (hereinafter referred to as the "Notice") from the Revenue Bond Trustee stating that the Revenue Bonds have become immediately due and payable. The Notice shall direct the Trustee to call the Bond of the Eighth Series for redemption. No notice of redemption of the Bond of the Eighth Series shall be required in connection with such redemption and the Notice shall also contain a waiver by the Revenue Bond Trustee, as holder of the Bond of the Eighth Series of any notice of redemption as may be required under Article IX of the Indenture. The Bond of the Eighth Series shall be redeemed in whole immediately upon the receipt by the Trustee of such Notice. The Trustee may conclusively presume the statements contained in the Notice to be correct. Any such redemption of the Bond of the Eighth Series shall be at a redemption price equal to the principal amount of the Bond of the Eighth Series together with accrued interest to the redemption date, and such amount shall become and be due and payable immediately. The Company hereby covenants that, if a Notice shall be delivered to the Trustee, the Company will deposit immediately with the Trustee, in accordance with Article IX of the Indenture, an amount in cash sufficient to redeem the Bond of the Eighth Series so called for redemption.

SECTION 4. The Bond of the Eighth Series is not transferable except to a successor Revenue Bond Trustee under the Revenue Bond Indenture.

SECTION 5. (a) The Bond of the Eighth Series shall be pledged by the Company with and delivered to the Revenue Bond Trustee to secure payment of the principal of, premium, if any, and interest on the Revenue Bonds for the benefit of the owners and beneficial owners from time to time of the Revenue Bonds.

(b) The obligation of the Company to make any payment of the principal of or any premium or interest on the Bond of the Eighth Series shall be fully or

partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

(c) The Trustee shall conclusively presume that the obligation of the Company to make payments of the principal of or any premium or interest on the Bond of the Eighth Series shall have been fully paid, deemed to have been paid or otherwise satisfied and discharged when due unless and until the Trustee shall have received written notice from the Revenue Bond Trustee, signed by a Responsible Officer (as defined in the Revenue Bond Indenture), stating that the payments of principal of and premium or interest on the Revenue Bonds specified in such notice were not fully paid, deemed to have been paid or otherwise satisfied and discharged when due and remain unpaid at the date of such notice.

SECTION 6. The form of the Bond of the Eighth Series shall be substantially as follows:

(FORM OF BOND OF THE EIGHTH SERIES)

KANSAS CITY POWER & LIGHT COMPANY

MORTGAGE BOND SERIES 1993B

\$79,480,000

Bond Number R-1

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to The Bank of New York as Trustee under the Indenture dated as of December 1, 1993, between the City of Burlington, Kansas, and such Trustee ("Revenue Bond Indenture"), or the successor Trustee under the Revenue Bond Indenture, the sum of \$79,480,000 or, if less, the aggregate unpaid principal amount of all City of Burlington, Kansas Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Market-Adjusted Tax Exempt Securities--\$40,000,000 Series 1993A and \$39,480,000 Series 1993B ("Revenue Bonds") outstanding under the Revenue Bond Indenture. The payment of principal, premium, or interest on the Bond shall be equal to the principal amount of, any premium on, and interest due on the Revenue Bonds as set forth in the Revenue Indenture. The principal of and any premium or interest on this Bond of the Eighth Series are payable in lawful money of the United States of America.

THIS BOND OF THE EIGHTH SERIES IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE REVENUE BOND INDENTURE.

The obligation of the Company to make any payment of the principal of or any premium or interest on this Bond of the Eighth Series shall be fully or partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

This Bond of the Eighth Series is one, of the series hereinafter specified, of the bonds of the Company ("Bonds") known as its "Mortgage Bonds," issued and to be issued in one or more series under and secured by a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 ("Indenture"), duly executed by the Company to United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.) Trustee ("Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are, and are to be, issued and secured, and the rights of the owners of the Bonds and of the Trustee in respect of such security, and the prior liens to which the security for the Bonds are junior; capitalized terms used in this Bond of the Eighth Series have the respective meanings set forth in the Indenture. As provided in the Indenture, the Bonds may be various principal sums, are issuable in series, may mature at different times,

may bear interest at different rates and may otherwise vary as therein provided; and this Bond of the Eighth Series is the only one of the series entitled "Mortgage Bond Series 1993B," created by a Eighth Supplemental Indenture dated as of December 1, 1993, as provided for in the Indenture. With the consent of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company and the Trustee may from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of the Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of the Bonds and any coupons; provided, however, that (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or rates or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to certain exceptions, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or any premium or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien, and (ii) no such action which would affect the rights of the holders of Bonds of only one series may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that, in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

In the event that this Bond of the Eighth Series shall not be presented for payment when all Revenue Bonds issued are no longer outstanding under the Revenue Bond Indenture, then all liability of the Company to the Registered Holder of this Bond of the Eighth Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and the right of such Registered Holder of this Bond of the Eighth Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and such Registered Holder shall no longer be entitled to any lien or benefit of the Indenture.

In case an event of Default shall occur, the principal of this Bond of the Eighth Series may become or be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Bond of the Eighth Series is transferable by the Registered Holder hereof in person or by attorney duly authorized in writing, only to a successor to the Revenue Bond Trustee under the Revenue Bond Indenture, at the principal office of the Trustee in Kansas City, Missouri, (or at the principal office of any successor in trust), upon surrender and cancellation of this Bond of the Eighth Series, and upon any such transfer a new registered Bond of the Eighth

Series without coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor.

The Company and the Trustee may deem and treat the person in whose name this Bond of the Eighth Series is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Bond of the Eighth Series, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Supplemental Indenture, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor corporation, as such, either directly or through the Company or of any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by every owner hereof by the acceptance of this Bond of the Eighth Series and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

This Bond of the Eighth Series shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Bond of the Eighth Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

KANSAS CITY POWER & LIGHT COMPANY,

Dated:

By _____
Authorized Signature

Attest:

Secretary or Assistant Secretary

The form of Trustee's certificate to appear on the Bond of the Eighth Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Eighth Series is the Bond of the series designated therein, described in the within-mentioned Indenture and Eighth Supplemental Indenture.

UNITED MISSOURI BANK, N.A.,
as Trustee,

By _____
Authorized Signature

ARTICLE II.
ISSUE OF BOND OF THE EIGHTH SERIES.

SECTION 1. The Bond of the Eighth Series may be executed, authenticated and delivered as permitted by the provisions of Article III, IV, V or VI of the Indenture.

ARTICLE III.

THE TRUSTEE.

SECTION 1. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture other than as set forth in the Indenture; and this Supplemental Indenture is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE IV.

MISCELLANEOUS PROVISIONS.

SECTION 1. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture, as amended, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture; and the Indenture as supplemented and amended by this Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, as amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Supplemental Indenture is intended, or shall be construed to give to any person or corporation, other than the parties hereto and the holders of Bond of the Eighth Series issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bond of the Eighth Series issued and to be issued under the Indenture and secured thereby.

SECTION 3. All covenants, stipulations and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture, as amended) inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part hereof.

SECTION 5. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and UNITED MISSOURI BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY,

By /s/B. J. Beaudoin
(B. J. Beaudoin)

ATTEST:

/s/Jeanie Sell Latz
(Jeanie Sell Latz)

UNITED MISSOURI BANK, N.A.,

By /s/Frank C. Bramwell
(Frank C. Bramwell)

ATTEST:

/s/R. William Bloemker
(R. William Bloemker)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 29th day of November, 1993, before me, a Notary Public in and for said County in the State aforesaid, personally appeared B. J. Beaudoin, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President-Finance and Chief Financial Officer 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 on behalf of said corporation by authority of its Board of Directors; and said B. J. Beaudoin acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary 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.

 /s/Janée C. Rosenthal
Janée C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 29th day of November, 1993, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Frank C. Bramwell, to me personally known, who, being by me duly sworn, did say that he is a Vice President of UNITED MISSOURI BANK, N.A., a national banking association organized and existing under the laws of the United States of America, 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 on behalf of said corporation by authority of its Board of Directors; and said Frank C. Bramwell acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary 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.

 /s/Janée C. Rosenthal
Janée C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

GREAT PLAINS ENERGY INCORPORATED

COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES
AND EARNINGS TO COMBINED FIXED CHARGES AND
PREFERRED DIVIDEND REQUIREMENTS

	2017	2016	2015	2014	2013
	(millions)				
Net income (loss)	\$ (106.2)	\$ 290.0	\$ 213.0	\$ 242.8	\$ 250.2
Add					
Equity investment (income) loss	(2.5)	(2.0)	(1.2)	—	0.2
Income subtotal	(108.7)	288.0	211.8	242.8	250.4
Add					
Income tax expense	233.3	172.2	122.7	115.7	129.2
Kansas City earnings tax	0.4	0.2	(0.5)	0.3	0.1
Total taxes on income	233.7	172.4	122.2	116.0	129.3
Interest on value of leased property	4.9	5.1	5.2	5.2	5.5
Interest on long-term debt	252.9	199.8	193.9	195.0	195.5
Interest on short-term debt	13.1	13.5	6.1	5.1	7.6
Other interest expense and amortization	32.4	36.3	6.8	3.3	8.2
Total fixed charges	303.3	254.7	212.0	208.6	216.8
Preferred dividend requirements ^(b)	(44.7)	26.3	(a)	(a)	(a)
Combined fixed charges and preferred dividend requirements	258.6	281.0	212.0	208.6	216.8
Earnings before taxes on income and fixed charges	\$ 428.3	\$ 715.1	\$ 546.0	\$ 567.4	\$ 596.5
Ratio of earnings to fixed charges	1.41	2.81	2.58	2.72	2.75
Ratio of earnings to combined fixed charges and preferred dividend requirements	1.66	2.54	2.58	2.72	2.75

(a) Prior to 2016, Great Plains Energy's preferred dividends were insignificant.

(b) Preferred stock dividend requirements have been grossed up by the effective tax rate for the period. The negative preferred dividend requirement in 2017 is a result of Great Plains Energy's effective income tax rate of 183.5% in 2017 that includes the impacts of non-deductible transaction costs related to the anticipated merger with Westar and the revaluation of deferred income taxes and other initial effects resulting from the enactment of U.S. federal income tax reform.

KANSAS CITY POWER & LIGHT COMPANY
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	2017	2016	2015	2014	2013
	(millions)				
Net income	\$ 179.8	\$ 225.0	\$ 152.8	\$ 162.4	\$ 169.0
Add					
Income tax expense	128.2	121.9	76.8	75.7	79.8
Kansas City earnings tax	0.4	0.2	(0.5)	0.3	—
Total taxes on income	128.6	122.1	76.3	76.0	79.8
Interest on value of leased property	4.7	5.0	5.0	4.9	5.1
Interest on long-term debt	136.1	137.8	131.8	128.8	128.1
Interest on short-term debt	5.0	3.3	4.0	2.9	3.4
Other interest expense and amortization	4.7	4.8	4.7	4.7	5.1
Total fixed charges	150.5	150.9	145.5	141.3	141.7
Earnings before taxes on income and fixed charges	\$ 458.9	\$ 498.0	\$ 374.6	\$ 379.7	\$ 390.5
Ratio of earnings to fixed charges	3.05	3.30	2.57	2.69	2.76

Subsidiaries of Great Plains Energy Incorporated (1)

Name of Company	State of Incorporation
Kansas City Power & Light Company	Missouri
KCP&L Greater Missouri Operations Company	Delaware

(1) Certain subsidiaries of Great Plains Energy Incorporated have been omitted pursuant to Item 601(b)(21)(ii) of Regulation S-K.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement, as amended, No. 333-212513 on Form S-4, Registration Statement, as amended, No. 333-202692 on Form S-3 and Registration Statement No. 333-202693 on Form S-3 and Registration Statement Nos. 333-132828, 333-142774, 333-147939, 333-152313, 333-176840, and 333-180327 on Form S-8 of our reports dated February 21, 2018, relating to the consolidated financial statements and financial statement schedules of Great Plains Energy Incorporated and subsidiaries, and the effectiveness of Great Plains Energy Incorporated and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of Great Plains Energy Incorporated for the year ended December 31, 2017.

/s/DELOITTE & TOUCHE LLP

Kansas City, Missouri
February 21, 2018

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement, as amended, No. 333-202692-01 on Form S-3 of our reports dated February 21, 2018, relating to the consolidated financial statements and financial statement schedule of Kansas City Power & Light Company and subsidiaries, and the effectiveness of Kansas City Power & Light Company and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of Kansas City Power & Light Company for the year ended December 31, 2017.

/s/DELOITTE & TOUCHE LLP

Kansas City, Missouri
February 21, 2018

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director of Great Plains Energy Incorporated, a Missouri corporation, does hereby constitute and appoint Terry Bassham or Heather A. Humphrey, his true and lawful attorney and agent, with full power and authority to execute in the name and on behalf of the undersigned as such director an Annual Report on Form 10-K and any amendments thereto, hereby granting unto such attorney and agent full power of substitution and revocation in the premises; and hereby ratifying and confirming all that such attorney and agent may do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of February 2018.

/s/ Gary D. Forsee

Gary D. Forsee

STATE OF MISSOURI

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COUNTY OF JACKSON

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On this 13th day of February 2018, before me the undersigned, a Notary Public, personally appeared Gary D. Forsee, to be known to be the person described in and who executed the foregoing instrument, and who, being by me first duly sworn, acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

/s/ Annette G. Carter

Notary Public

My Commission Expires:

October 6, 2021

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director of Kansas City Power & Light Company, a Missouri corporation, does hereby constitute and appoint Terry Bassham or Heather A. Humphrey, his true and lawful attorney and agent, with full power and authority to execute in the name and on behalf of the undersigned as such director an Annual Report on Form 10-K and any amendments thereto, hereby granting unto such attorney and agent full power of substitution and revocation in the premises; and hereby ratifying and confirming all that such attorney and agent may do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of February 2018.

/s/ Gary D. Forsee

Gary D. Forsee

STATE OF MISSOURI

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ss

COUNTY OF JACKSON

)

On this 13th day of February 2018, before me the undersigned, a Notary Public, personally appeared Gary D. Forsee, to be known to be the person described in and who executed the foregoing instrument, and who, being by me first duly sworn, acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

/s/ Annette G. Carter

Notary Public

My Commission Expires:

October 6, 2021

CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this annual report on Form 10-K of Great Plains Energy Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2018

/s/ Terry Bassham

Terry Bassham
Chairman, Chief Executive Officer and President

CERTIFICATIONS

I, Kevin E. Bryant, certify that:

1. I have reviewed this annual report on Form 10-K of Great Plains Energy Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2018

/s/Kevin E. Bryant

Kevin E. Bryant
Senior Vice President - Finance and Strategy and Chief Financial Officer

CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this annual report on Form 10-K of Kansas City Power & Light Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2018

/s/ Terry Bassham

Terry Bassham
Chairman, Chief Executive Officer and President

CERTIFICATIONS

I, Kevin E. Bryant, certify that:

1. I have reviewed this annual report on Form 10-K of Kansas City Power & Light Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2018

/s/ Kevin E. Bryant

Kevin E. Bryant
Senior Vice President - Finance and Strategy and Chief Financial
Officer

**Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 10-K of Great Plains Energy Incorporated (the "Company") for the annual period ended December 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Terry Bassham, as Chairman, President and Chief Executive Officer of the Company, and Kevin E. Bryant, as Senior Vice President - Finance and Strategy and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Terry Bassham

Name: Terry Bassham
Title: Chairman, President and Chief Executive Officer
Date: February 21, 2018

/s/ Kevin E. Bryant

Name: Kevin E. Bryant
Title: Senior Vice President - Finance and Strategy and Chief Financial Officer
Date: February 21, 2018

**Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 10-K of Kansas City Power & Light Company (the "Company") for the annual period ended December 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Terry Bassham, as Chairman, President and Chief Executive Officer of the Company, and Kevin E. Bryant, as Senior Vice President - Finance and Strategy and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Terry Bassham

Name: Terry Bassham
Title: Chairman, President and Chief Executive Officer
Date: February 21, 2018

/s/ Kevin E. Bryant

Name: Kevin E. Bryant
Title: Senior Vice President - Finance and Strategy and Chief Financial Officer
Date: February 21, 2018