



granted under any employee stock option or compensation plan or arrangement or warrant agreement of KCPL was converted into an option or warrant to purchase one share of GPE's common stock in accordance with the provisions of such employee stock option or compensation plan or arrangement or warrant agreement.

The articles of incorporation and by-laws of GPE are substantially identical to the restated articles of incorporation and by-laws of KCPL immediately prior to the merger.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibit  
Number

2 Agreement and Plan of Merger Among Kansas City Power & Light Company, Great Plains Energy Incorporated and KCPL Merger Sub Incorporated dated as of October 1, 2001.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

KANSAS CITY POWER & LIGHT COMPANY

/s/Jeanie Sell Latz

Senior Vice President-Corporate  
Services

Date: October 1, 2001

AGREEMENT AND PLAN OF MERGER

AMONG

KANSAS CITY POWER & LIGHT COMPANY,

GREAT PLAINS ENERGY INCORPORATED

AND

KCPL MERGER SUB INCORPORATED

DATED AS OF OCTOBER 1, 2001

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of October 1, 2001, is among Kansas City Power & Light Company, a Missouri corporation ("KCPL"), Great Plains Energy Incorporated, a Missouri corporation ("GPE") and a direct, wholly owned subsidiary of KCPL, and KCPL Merger Sub Incorporated, a Missouri corporation ("Merger Sub") and a direct, wholly owned subsidiary of GPE.

R E C I T A L S :

WHEREAS, KCPL had authorized capital stock consisting of (i) 150,000,000 shares of common stock, no par value ("KCPL Common Stock"), of which, as of the date hereof, 61,908,726 shares are issued and outstanding and 10,916 shares were held in KCPL's treasury; (ii) 100,000 shares of 3.80% cumulative preferred stock, par value \$100 per share ("KCPL 3.80% Preferred"), of which 100,000 shares are outstanding on the date hereof; (iii) 100,000 shares of 4.50% cumulative preferred stock, par value \$100 per share ("KCPL 4.50% Preferred"), of which 100,000 shares are outstanding on the date hereof; (iv) 70,000 shares of 4.20% cumulative preferred stock, par value \$100 per share ("KCPL 4.20% Preferred"), of which 70,000 shares are outstanding on the date hereof; and (v) 120,000 shares of 4.35% cumulative preferred stock, par value \$100 per share ("KCPL 4.35% Preferred" and, together with KCPL 3.80% Preferred, KCPL 4.50% Preferred and KCPL 4.20% Preferred, but excluding KCPL 4% Preferred, the "KCPL Preferred"), of which 120,000 shares are outstanding on the date hereof; and

WHEREAS, GPE had authorized capital stock consisting of (i) 150,000,000 shares of common stock, no par value (the "GPE Common Stock"), of which 1,000 shares are issued and outstanding and no shares are held in treasury, and (ii) 100,000 shares of 3.80% cumulative preferred stock, par value \$100 per share (the "GPE 3.80% Preferred"), of which no shares are outstanding; (iii) 100,000 shares of 4.50% cumulative preferred stock, par value \$100 per share (the "GPE 4.50% Preferred"), of which no shares are outstanding; (iv) 70,000 shares of 4.20% cumulative preferred stock, par value \$100 per share (the "GPE 4.20% Preferred"), of which no shares are

outstanding; and (v) 120,000 shares of 4.35% cumulative preferred stock, par value \$100 per share (the "GPE 4.35% Preferred" and, together with the GPE 3.80% Preferred, the GPE 4.50% Preferred and the GPE 4.20% Preferred, the "GPE Preferred"), of which no shares are outstanding; and

WHEREAS, as of the date hereof, Merger Sub has an authorized capital stock consisting of 100 shares of common stock, no par value (the "Merger

Sub Common Stock"), of which one share is issued and outstanding on the date hereof and owned by GPE; and

WHEREAS, the designations, rights and preferences, and the qualifications, limitations and restrictions thereof, of the GPE Common Stock, the GPE 3.80% Preferred, the GPE 4.50% Preferred, the GPE 4.20% Preferred and the GPE 4.35% Preferred, are the same as those of KCPL Common Stock, KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred and KCPL 4.35% Preferred, respectively; and

WHEREAS, the Articles of Incorporation of GPE (the "GPE Charter") and the By-laws of GPE (the "GPE By-laws") in effect immediately after the Effective Date (as hereinafter defined) will contain provisions identical to the Restated Articles of Consolidation of KCPL (the "KCPL Charter") and By-laws of KCPL (the "KCPL By-laws") in effect immediately before the Effective Date (other than with respect to matters excepted by Section 351.448.1(4) of the Missouri General and Business Corporation Law (the "MGBCL")); and

WHEREAS, the directors and officers of KCPL immediately prior to the Merger (as hereinafter defined) will be the directors and officers of GPE as of the Effective Date; and

WHEREAS, GPE and Merger Sub are newly formed corporations organized for the purpose of participating in the transactions herein contemplated; and

WHEREAS, KCPL desires to create a new holding company structure by merging Merger Sub with and into KCPL, with KCPL continuing as the surviving corporation of such merger, and each outstanding share (or any fraction thereof) of KCPL Common Stock, KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred and KCPL 4.35% Preferred, being converted in such merger into a like number of shares of GPE Common Stock, the GPE 3.80% Preferred, the GPE 4.50% Preferred, the GPE 4.20% Preferred and the GPE 4.35% Preferred, respectively, all in accordance with the terms of this Merger Agreement (the "Merger"); and

WHEREAS, the Boards of Directors of GPE and KCPL have approved this Merger Agreement and the Merger upon the terms and subject to the conditions set forth in this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Merger Agreement, and intending to be legally bound hereby, KCPL, GPE and Merger Sub hereby agree as follows:

## ARTICLE I

### THE MERGER

SECTION 1.1 THE MERGER. In accordance with Section 351.448 of the MGBCL and subject to and upon the terms and conditions of this Merger Agreement, Merger Sub shall, on the Effective Date, be merged with and into KCPL, the separate corporate existence of Merger Sub shall cease and KCPL shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

SECTION 1.2 EFFECTIVE DATE. The parties shall file articles of merger with respect to the Merger (the "Articles of Merger"), executed in accordance with the relevant provisions of the MGBCL, and with this Merger Agreement attached thereto, with the Secretary of State of the State of Missouri, and shall make all other filings or recordings required under the MGBCL to effectuate the Merger. The Merger shall become effective upon issuance of the certificate of merger by the Secretary of State of the State of Missouri (the date of such filing shall hereinafter be referred to as the "Effective Date").

SECTION 1.3 RESTATED ARTICLES OF INCORPORATION OF SURVIVING CORPORATION. From and after the Effective Date, KCPL's Restated Articles of Incorporation, as in effect immediately prior to the Effective Date, shall be the Restated Articles of Incorporation of the Surviving Corporation, except with such changes as are permitted by Section 351.448.1(7) of the MGBCL (the "Surviving Corporation's Charter") until thereafter amended as provided by law; provided, however, that, from and after the Effective Date:

(a) Article Third thereof shall be amended so as to read in its entirety as follows:

"The amount of authorized capital stock of the Company is One Thousand (1,000) shares of Common Stock without par value.

a. Dividends. Subject to the limitations in this ARTICLE THIRD set forth, dividends may be paid on the Common Stock out of any funds legally available for the purpose, when and as declared by the Board of Directors.

b. Liquidation Rights. In the event of any liquidation or dissolution of the Company, after there shall have been paid to or set aside for the holders of outstanding shares having superior liquidation preferences to Common Stock the full preferential amounts to which they are respectively entitled, the holders of outstanding shares of Common Stock shall be entitled to receive pro rata, according to the number of shares held by each, the remaining assets of the Company available for distribution.

c. Voting Rights. Except as set forth in this ARTICLE THIRD or as by statute otherwise mandatorily provided, the holders of the Common Stock shall exclusively possess full voting powers for the election of Directors and for all other purposes.

d. No Preemptive Rights. No holders of outstanding shares of Common Stock shall have any preemptive right to subscribe for or acquire any shares of stock or any securities of any kind hereafter issued by the Company.

e. Consideration for Shares. Subject to applicable law, the shares of the Company, now or hereafter authorized, may be issued for such consideration as may be fixed from time to time by the Board of Directors. Subject to applicable law and to the provisions of this ARTICLE THIRD, shares of the Company issued and thereafter acquired the Company may be disposed of by the Company for such consideration as may be fixed from time to time by the Board of Directors.

f. Crediting Consideration to Capital. The entire consideration hereafter received upon the issuance of shares of Common Stock without par value shall be credited to capital, and this requirement may not be eliminated or amended without the affirmative vote of consent of the holders of two-thirds of the outstanding Common Stock.

(b) A new Article Fourteenth shall be added thereto which shall be and read in its entirety as follows:

"ARTICLE FOURTEENTH. Any act or transaction by or involving the Company that requires for its adoption pursuant to Chapter 351 of the Missouri General and Business Corporation Law or these Restated Articles of Incorporation the approval of the shareholders of the Company shall, pursuant to Section 351.448 of the Missouri General and Business Corporation Law, require, in addition, the approval of the shareholders of Great Plains Energy Incorporated, a Missouri corporation, or any successor thereto by merger, by the same vote as is required pursuant to Chapter 351 of the Missouri General and Business Corporation Law or the Restated Articles of Incorporation of the Company."

SECTION 1.4 BY-LAWS OF SURVIVING CORPORATION. From and after the Effective Date, the By-laws of KCPL, as in effect immediately prior to the Effective Date, shall constitute the By-laws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

SECTION 1.5 DIRECTORS OF SURVIVING CORPORATION. The directors of KCPL in office immediately prior to the Effective Date shall be the initial directors of the Surviving Corporation and will hold office from the Effective Date until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation's By-laws, or as otherwise provided by law.

SECTION 1.6 OFFICERS OF SURVIVING CORPORATION. The officers of KCPL in office immediately prior to the Effective Date shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation's By-laws, or as otherwise provided by law.



SECTION 1.7 ADDITIONAL ACTIONS. Subject to the terms of this Merger Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Merger Sub or KCPL acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Merger Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and KCPL, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Merger Sub and KCPL or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Merger Agreement.

SECTION 1.8 CONVERSION OF SECURITIES. On the Effective Date, by virtue of the Merger and without any action on the part of GPE, Merger Sub, KCPL or the holder of any of the following securities:

(a) CONVERSION OF KCPL COMMON STOCK. Each share of KCPL Common Stock issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of GPE Common Stock.

(b) CONVERSION OF KCPL COMMON STOCK IN TREASURY. Each share of KCPL Common Stock issued but held by KCPL in its treasury immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and non-assessable share of GPE Common Stock held in such entity's treasury after the Effective Date.

(c) CONVERSION OF KCPL 3.80% PREFERRED. Each share of KCPL 3.80% Preferred issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of GPE 3.80% Preferred.

(d) CONVERSION OF KCPL 4.50% PREFERRED.

Each share of KCPL 4.50% Preferred issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of GPE 4.50% Preferred.

(e) CONVERSION OF KCPL 4.20% PREFERRED.

Each share of KCPL 4.20% Preferred issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of GPE 4.20% Preferred.

(f) CONVERSION OF KCPL 4.35% PREFERRED.

Each share of KCPL 4.35% Preferred issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of GPE 4.35% Preferred.

(g) CONVERSION OF CAPITAL STOCK OF MERGER

SUB. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

(h) CANCELLATION OF CAPITAL STOCK OF GPE.

Each share of GPE Common Stock that is owned by KCPL immediately prior to the Merger shall automatically be cancelled and retired and shall cease to exist.

(i) RIGHTS OF CERTIFICATE HOLDERS.

From and after the Effective Date, holders of certificates formerly evidencing KCPL Common Stock or KCPL Preferred shall cease to have any rights as shareholders of KCPL, except as provided by law; provided, however, that such holders shall have the rights set forth in Section 1.10 herein.

SECTION 1.9 STOCK OPTIONS AND EQUITY-BASED

AWARDS. (a) On the Effective Date, automatically and without any action on the part of KCPL, GPE, Merger Sub or the holders of any options to acquire shares of KCPL Common Stock (the "KCPL Stock Options"), or the holders of any other equity-based award of KCPL, (i) GPE will assume each KCPL Stock Option and each other equity-based award of KCPL which is outstanding immediately prior to the Effective Date, (ii) each such KCPL Stock Option will become an option to purchase a number of shares of GPE Common Stock equal to the number of shares of KCPL Common Stock issuable upon the exercise of such KCPL Stock Option, and otherwise upon the same terms and conditions as such KCPL Stock Option and (iii) each such other equity-based award of KCPL will become a similar equity-based award with respect to a number of shares of GPE Common Stock equal to the number of shares of KCPL Common Stock subject to such equity-based award, and otherwise upon the same terms and conditions as such equity-based award.

(b) Upon the consummation of the Merger, GPE shall assume sponsorship of and all obligations of KCPL under the Dividend Reinvestment and Direct Stock Purchase Plan and all employee benefit plans of KCPL, including but not limited to KCPL's Long-Term Incentive Plan, Long- and Short-Term Incentive Compensation Plan, Supplemental Executive Retirement Plan and Nonqualified Deferred Compensation Plan, and all retirement, medical, dental, long-term disability, short-term disability, life insurance, flexible spending account and any other such benefit plans and programs of KCPL.

SECTION 1.10 SURRENDER OF CERTIFICATES.

(a) Until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding stock certificate that, immediately prior to the Effective Date, evidenced KCPL Common Stock shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of GPE Common Stock into which such shares of KCPL Common Stock were converted pursuant to the provisions of Section 1.8 (a) and (b) herein.

(b) Until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding stock certificate that, immediately prior to the Effective Date, evidenced KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred or KCPL 4.35% Preferred, as the case may be, shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of the GPE 3.80% Preferred, GPE 4.50% Preferred, GPE 4.20% Preferred or GPE 4.35% Preferred, as the case may be, into which such shares of KCPL Preferred were converted pursuant to the provisions of Sections 1.8 (c), (d), (e) or (f) herein, as the case may be.

## ARTICLE II

### ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

SECTION 2.1 LISTING OF CERTAIN GPE CAPITAL STOCK. KCPL shall use its reasonable efforts to cause the GPE Common Stock, GPE 3.80% Preferred, GPE 4.50% Preferred and GPE 4.35% Preferred to be issued pursuant to the Merger to be approved for listing on the New York Stock Exchange (the "NYSE") prior to the Effective Date, subject to official notice of issuance.

SECTION 2.2 PROCUREMENT OF CUSIP NUMBERS. On or prior to the Effective Date, GPE will use reasonable efforts to procure a new CUSIP number for the GPE Common Stock, for each series of GPE Preferred and for any other securities which so require new CUSIP numbers in connection with the Merger.

SECTION 2.3 APPLICATION FOR REGULATORY

APPROVALS. Prior to the Effective Date, KCPL shall apply for, and use reasonable efforts to obtain, the following regulatory approvals and orders (the "Regulatory Approvals") for the Merger: (1) all necessary approvals from the Kansas Corporation Commission under Chapter 66 of the Kansas Statutes Annotated; (2) all necessary approvals from the Missouri Public Service Commission under Chapter 393 of the Missouri Revised Statutes; (3) all necessary approvals from the Federal Energy Regulatory Commission under the Federal Power Act; (4) all necessary approvals from the Nuclear Regulatory Commission under the Atomic Energy Act; and (5) an order from the Securities and Exchange Commission ("SEC"), in form and substance reasonably acceptable to KCPL, authorizing GPE and its subsidiaries to engage in such transactions subject to SEC jurisdiction under the Public Utility Holding Company Act of 1935 ("PUHCA") as KCPL deems necessary for the normal operation of GPE' utility holding company system following GPE's registration with the SEC under Section 5 of PUHCA, including, but not limited to, financing transactions subject to SEC jurisdiction under Sections 6 and 7 of PUHCA and acquisitions subject to SEC jurisdiction under Sections 9 and 10 of PUHCA.

ARTICLE III

CONDITIONS OF MERGER

SECTION 3.1 CONDITIONS PRECEDENT.

The obligations of the parties to this Merger Agreement to consummate the Merger and the transactions contemplated by this Merger Agreement shall be subject to fulfillment or waiver by the parties hereto of each of the following conditions:

(a) Prior to the Effective Date, the GPE Common Stock, GPE 3.80% Preferred, GPE 4.50% Preferred and GPE 4.35% Preferred to be issued pursuant to the Merger shall have been approved for listing, upon official notice of issuance, by the NYSE.

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(b) On the Effective Date, Skadden, Arps, Slate, Meagher & Flom LLP, special tax counsel to KCPL, shall render an opinion to the Board of Directors of KCPL, in form and substance reasonably satisfactory to KCPL, on the basis of certain facts, representations and assumptions set forth in such opinion, to the effect that for federal income tax purposes (i) the Merger will qualify as an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended; (ii) no gain or loss will be recognized by the shareholders of KCPL upon receipt of the GPE Common Stock, GPE 3.80% Preferred, GPE 4.50% Preferred, GPE 4.20% Preferred or GPE 4.35% Preferred as the case may be, in exchange for their shares of KCPL Common Stock, KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred or KCPL Preferred 4.35%, as the case may be, pursuant to the Merger; (iii) the tax basis of the shares of GPE Common Stock, GPE 3.80% Preferred, GPE 4.50% Preferred, GPE 4.20% Preferred or GPE 4.35% Preferred, as the case may be, to be received by KCPL's shareholders pursuant to the Merger Agreement will be the same as their tax basis in KCPL Common Stock, KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred or KCPL 4.35% Preferred, as the case may be, converted or exchanged therefor; and (iv) the holding period of the GPE Common Stock, GPE 3.80% Preferred, GPE 4.50% Preferred, GPE 4.20% Preferred or GPE 4.35% Preferred, as the case may be, to be received by each of KCPL's shareholders pursuant to the Merger Agreement will include the holding period of KCPL Common Stock, KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred or KCPL 4.35% Preferred, as the case may be, converted or exchanged therefor, provided that

such KCPL Common Stock, KCPL 3.80% Preferred, KCPL 4.50% Preferred, KCPL 4.20% Preferred or KCPL 4.35% Preferred, as the case may be, is held as a capital asset in the hands of such shareholder at the time of the Merger. In rendering the opinion, such counsel may require and rely upon representations contained in certificates of officers of GPE and KCPL.

(c) Prior to the Effective Date, no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(d) The KCPL and GPE shall have taken all necessary corporate action to ensure that, immediately prior to the Effective Date, the GPE Charter (including with respect to authorized capital stock) and the GPE By-laws shall contain provisions identical to KCPL Charter and KCPL By-laws, respectively, in effect immediately prior to the Effective Date (other than with respect to matters excepted by Section 351.448.1(4) of the MGBCL).

(e) Prior to the Effective Date, the Regulatory Approvals shall have been obtained, in form and substance satisfactory to the parties, and shall be final and nonappealable.

#### ARTICLE IV

##### TERMINATION AND AMENDMENT

SECTION 4.1 TERMINATION. This Merger Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Date by action of the Board of Directors of KCPL, GPE or Merger Sub if it is determined that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its shareholders. In the event of such termination and abandonment, this Merger Agreement shall become void and neither KCPL, GPE or Merger Sub nor their respective shareholders, directors or officers shall have any liability with respect to such termination and abandonment.

SECTION 4.2 AMENDMENT. This Merger Agreement may be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Merger Agreement.

#### ARTICLE V

##### MISCELLANEOUS PROVISIONS

SECTION 5.1 GOVERNING LAW. THIS MERGER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

SECTION 5.2 BINDING EFFECT AND ASSIGNMENT. This Merger Agreement shall be binding upon and inure to the benefit of the parties and to their respective successors and assigns.

SECTION 5.3 THIRD PARTY BENEFICIARIES. This Merger Agreement is not intended and shall not be construed to confer upon any person,

other than the parties hereto and their respective successors and assigns, any rights or remedies hereunder.

SECTION 5.4 COUNTERPARTS. This Merger Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

SECTION 5.5 ENTIRE MERGER AGREEMENT. This Merger Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.



IN WITNESS WHEREOF, GPE, Merger Sub and KCPL have caused this Merger Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

KANSAS CITY POWER & LIGHT COMPANY

By: /s/Andrea F. Bielsker  
Andrea F. Bielsker  
Vice President of Finance, Chief  
Financial Officer and Treasurer

GREAT PLAINS ENERGY INCORPORATED

By: /s/Bernard J. Beaudoin  
Bernard J. Beaudoin  
President

KCPL MERGER SUB INCORPORATED

By: /s/Bernard J. Beaudoin  
Bernard J. Beaudoin  
President