
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 3, 2018

<u>Commission File Number</u>	<u>Exact Name of Registrant as Specified in its Charter, State of Incorporation, Address of Principal Executive Offices and Telephone Number</u>	<u>I.R.S. Employer Identification No.</u>
001-32206	GREAT PLAINS ENERGY INCORPORATED (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200 NOT APPLICABLE (Former name or former address, if changed since last report)	43-1916803
000-51873	KANSAS CITY POWER & LIGHT COMPANY (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200 NOT APPLICABLE (Former name or former address, if changed since last report)	44-0308720

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.01 Changes in Control of Registrant.

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Item 5.04. Temporary Suspension of Trading Under Registrant's Employee Benefit Plans.

On May 2, 2018, in accordance with Section 306 of the Sarbanes-Oxley Act of 2002 and Rule 104 of Regulation BTR, Great Plains Energy Incorporated (the "Company") sent a notice to its directors and executive officers notifying them of a blackout period that the Company intends to impose with respect to the Great Plains Energy common stock investment alternative for the Great Plains Energy Incorporated 401(k) Savings Plan in connection with the closing of the anticipated Mergers referred to below, and certain trading prohibitions that the directors and executive officers will be subject to during the blackout period.

As a result of the receipt of the final regulatory approvals necessary to complete the Mergers and the determination that the closing date of the Mergers will be June 4, 2018, and as required by Section 306(a) of the Sarbanes-Oxley Act of 2002 and Rule 104(b)(3)(iii) of Regulation BTR, on June 4, 2018, the Company sent an updated notice to its directors and executive officers informing them that the blackout period began at 10:00 a.m. Central Time on May 30, 2018 and is expected to end as soon as is administratively practicable during the week of June 10, 2018.

During the blackout period and for a period of two years after the ending date of the blackout period, former holders of the Company's common stock and other interested parties may obtain, without charge, the actual beginning and ending dates of the blackout period by sending a written request to Evergy, Inc., 1200 Main Street, Kansas City, Missouri 64105, Attention: General Counsel or by calling 816-556-2335.

A copy of the updated notice that was sent by the Company to its directors and executive officers is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 8.01 Other Events.

On June 4, 2018, pursuant to the Amended and Restated Agreement and Plan of Merger dated July 9, 2017 (the "Merger Agreement") by and among Evergy, Inc., a Missouri corporation, formerly known as Monarch Energy Holding, Inc. ("Evergy"), the Company, Westar Energy, Inc., a Kansas corporation ("Westar Energy"), and King Energy, Inc., a Kansas corporation and a wholly owned subsidiary of Evergy ("Merger Sub"), and for certain limited purposes, GP Star, Inc., a Kansas corporation, (i) the Company merged with and into Evergy (the "GPE Merger"), with Evergy continuing as the surviving corporation in the GPE Merger, and (ii) Merger Sub merged with and into Westar Energy (the "Westar Merger," together with the GPE Merger, the "Mergers"), with Westar Energy continuing as the surviving corporation in the Westar Merger.

Pursuant to the GPE Merger, each share of common stock, no par value, of the Company (the "Great Plains Energy common stock") was converted into the right to receive 0.5981 (the "Great Plains Energy exchange ratio") validly issued, fully paid and non-assessable shares of common stock, no par value, of Evergy (the "Evergy common stock"). Pursuant to the Westar Merger, each share of common stock, \$5.00 par value, of Westar Energy (the "Westar Energy common stock") was converted into the right to receive one validly issued, fully paid and non-assessable share of Evergy common stock. As of the effective time of the Mergers, the outstanding shares of Evergy common stock are now held by the former holders of Westar Energy common stock and Great Plains Energy common stock. Pursuant to the Merger Agreement, as of the effective time of the Mergers, all shares of Evergy common stock owned by the Company, Westar Energy or any of their respective subsidiaries were cancelled and retired for no consideration.

At the effective time of the Mergers, each performance share award of Great Plains Energy that was unvested and outstanding immediately prior to the effective time of the Mergers was converted into an award of performance share awards of Evergy common stock equal to the number of Great Plains Energy performance share awards multiplied by the Great Plains Energy exchange ratio, under the same terms and conditions applicable to the Great Plains Energy performance share awards.

At the effective time of the Mergers, each deferred share unit of Great Plains Energy that was unvested and outstanding immediately prior to the effective time of the mergers was converted into an award of a number of deferred share units of Evergy common stock equal to the number of Great Plains Energy deferred share units of Great Plains Energy common stock multiplied by the Great Plains Energy exchange ratio, under the same terms and conditions applicable to Great Plains Energy deferred share unit.

At the effective time of the Mergers, each contractual right to receive a share of Great Plains Energy common stock or the value of such a share other than Great Plains Energy deferred share units and Great Plains Energy performance share awards pursuant to any Great Plains Energy benefit plan that was outstanding immediately prior to the effective time of the mergers, without any action on the part of its holder, as of the effective time of the Mergers, was converted into an equity or equity-based award in respect of a number of shares of Evergy common stock equal to the number of shares of Great Plains Energy common stock represented by the contractual right multiplied by the Great Plains Energy exchange ratio, under the same terms and conditions applicable to the Great Plains Energy contractual right.

On June 3, 2018, Great Plains Energy granted an aggregate 137,657 restricted share units pursuant to Great Plains Energy's Amended Long-Term Incentive Plan to certain Great Plains Energy officers, including 30,590 to Terry Bassham, 20,393 to Kevin E. Bryant, 8,158 to Charles A. Caisley, 20,393 to Heather A. Humphrey and 8,158 to Lori A. Wright, as well as cash retention awards, including \$500,000 to Terry Bassham, \$333,333 to Kevin E. Bryant, \$133,333 to Charles A. Caisley, \$333,333 to Heather A. Humphrey and \$133,333 to Lori A. Wright. The restricted share units will vest in full two years after their grant date. Additionally, if the executive's employment is terminated by Great Plains Energy (or its successor) without cause (as defined in the award agreement), the restricted share units will vest in full as of such termination date and will be paid within 30 days of such termination date.

The issuance of Evergy common stock pursuant to the Mergers was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Evergy's registration statement on Form S-4 (File No. 333-220465), as amended (the "Registration Statement"), filed with the Securities and Exchange Commission (the "SEC") and declared effective on October 10, 2017. The definitive joint proxy statement/prospectus of the Company and Westar Energy, dated October 10, 2017, that forms a part of the Registration Statement (the "Joint Proxy Statement/Prospectus") contains additional information about the Mergers and the other transactions contemplated by the Merger Agreement, including information concerning the interests of directors, executive officers and affiliates of the Company and Westar Energy in the Mergers.

In connection with and effective as of the date of the GPE Merger, Evergy's amended and restated articles of incorporation and amended and restated bylaws, substantially in the forms attached as Exhibits D and E, respectively, to the Merger Agreement and included in the Joint Proxy Statement/Prospectus as Annex A (together with technical and conforming amendments thereto), became the governing organizational documents for former holders of Great Plains Energy common stock. The description of the differences in shareholder rights contained under the caption "Comparison of Shareholder Rights" in the Joint Proxy Statement/Prospectus is incorporated herein by reference.

Prior to the GPE Merger, shares of Great Plains Energy common stock were registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended, and listed on the New York Stock Exchange (the "NYSE"). Pursuant to Rule 12g-3(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Evergy common stock is deemed to be registered under Section 12(b) of the Exchange Act. The Evergy common stock has been approved for listing on the New York Stock Exchange, and will begin trading under the symbol "EVRG" on June 5, 2018. As a result of the GPE Merger, on June 4, 2018, the Company requested that the NYSE withdraw the shares of Great Plains Energy common stock from listing on the NYSE and file a Form 25 with the SEC to report that the shares of Great Plains Energy common stock are no longer listed on the NYSE. The shares of Great Plains Energy common stock will be suspended from trading on the NYSE prior to the open of trading on June 5, 2018. Evergy plans to file a Form 15 with the SEC to terminate the registration under Section 12(g) of the Exchange Act of the Great Plains Energy common stock.

Item 9.01 Financial Statements and Exhibits.

9.01(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1*	<u>Amended and Restated Agreement and Plan of Merger, 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. (filed as Exhibit 2.1 to Great Plains Energy Incorporated's Current Report on Form 8-K filed on June 10, 2017 (File No. 001-32206))</u>
10.1	<u>Great Plains Energy Incorporated Form of Restricted Share Units Award (Grant Date June 3, 2018)</u>
10.2	<u>Great Plains Energy Incorporated Form of Cash Retention Payment Agreement (Grant Date June 3, 2018)</u>
99.1	<u>Regulation BTR Notice dated June 4, 2018</u>

* The disclosure letters and related schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any such schedules to the Securities and Exchange Commission upon request.

SIGNATURES

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

EVERGY, INC.

as successor by merger to Great Plains Energy Incorporated

/s/ Heather A. Humphrey_____

Heather A. Humphrey

Senior Vice President, General Counsel and Corporate Secretary

Date: June 4 , 2018



RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Award Agreement") is entered into as of June 3, 2018 (the "Grant Date") by and between Great Plains Energy Incorporated (the "Company") and ("Grantee"). All capitalized terms in this Award Agreement that are not defined herein shall have the meaning ascribed to such terms in the Company's Amended Long-Term Incentive Plan, as amended and restated effective May 3, 2016 (the "Plan").

WHEREAS, Grantee is employed by the Company or one of its subsidiaries and the Company desires to (i) encourage Grantee to acquire a proprietary and vested long-term interest in the growth and performance of the Company, (ii) provide Grantee with an incentive to enhance the value of the Company for the benefit of its customers and shareholders, and (iii) encourage Grantee to remain in the employ of the Company or its successor after the closing of the transaction involving the Company and Westar, Inc. (the "Merger"); and

WHEREAS, the Company wishes to grant to Grantee, and Grantee wishes to accept, an Award of Restricted Stock Units, pursuant to the terms and conditions of the Plan and this Award Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Restricted Stock Unit Award. The Company hereby grants to Grantee an Award of [Number] Restricted Stock Units (the "RSUs"). Each RSU represents the right to receive one Share, subject to the terms and conditions set forth in this Award Agreement and the Plan. Except as otherwise specifically provided herein, this Award of RSUs is subject to and governed by the applicable terms and conditions of the Plan, which are incorporated herein by reference.
2. Terms and Conditions. This Award of RSUs is subject to the following terms and conditions:
 - a. Grant of RSUs. The RSUs granted hereunder shall be credited to Grantee's RSU Account as of the Grant Date. The RSU Account shall be maintained for recordkeeping purposes only and the Company shall not be obligated to segregate or set aside assets representing securities or other amounts credited to Grantee's RSU Account. All amounts credited to the RSU Account shall continue for all purposes to be part of the general assets of the Company.

- b. Vesting of RSUs. Provided that Grantee remains continuously employed by the Company or one of its subsidiaries, affiliates, or successors during the period beginning on the “Closing Date” (as defined in the Amended and Restated Agreement and Plan of Merger by and among Westar Energy, Inc., Great Plains Energy Incorporated, Monarch Energy Holding, Inc., and King Energy, Inc., dated as of July 9, 2017) of the Merger through June 5, 2020 (the day after the second anniversary of the Closing Date) (the “Restricted Period”), 100% of the RSUs shall vest on June 5, 2020 (the “Vesting Date”). If Grantee’s employment terminates for any reason (including by reason of voluntary resignation, death, disability or dismissal by the Company with or without cause), other than a Post-Merger CiC Termination, before the Vesting Date, Grantee will immediately forfeit all the RSUs (and any additional RSUs that have been credited due to the conversion of Dividend Equivalents in accordance with paragraph (e) below) credited to Grantee’s RSU Account. If Grantee experiences a Post-Merger CiC Termination, 100% of the RSUs (and any additional RSUs that have been credited to Grantee’s RSU Account due to the conversion of Dividend Equivalents in accordance with paragraph (e) below) shall vest on the date Grantee experiences the Post-Merger CiC Termination (the “Post-Merger CiC Termination Vesting Date”). For purposes of this Award Agreement, a “Post-Merger CiC Termination” occurs if during the Restricted Period: (i) Grantee’s employment with the Company, its affiliates, and its successors is terminated by the Company, other than for Cause, after a Change in Control occurring subsequent to the Merger, or (ii) Grantee voluntarily resigns for Good Reason after a Change in Control occurring subsequent to the Merger.
- c. Limits on Transfer of RSUs. Subject to any exceptions set forth in the Plan, during the Restricted Period and until such time as the RSUs are settled in accordance with the terms of this Award Agreement, neither the RSUs nor any rights relating thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the RSUs will be immediately forfeited by Grantee and all of Grantee’s rights to the RSUs shall immediately terminate without any payment, settlement, or consideration by the Company.
- d. No Rights as a Shareholder until RSUs Settled. Grantee shall not have any rights of a shareholder with respect to the Shares underlying the RSUs unless and until the RSUs vest and are settled by the issuance of Shares. Upon and following the settlement of the RSUs, Grantee shall be the record owner of the Shares underlying the RSUs unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all the rights of a shareholder of the Company.
- e. Dividend Equivalents. If, prior to the settlement date, the Company declares a cash dividend on Shares, then, on the payment date of the dividend, Grantee’s RSU Account shall be credited with additional RSUs. The number of additional RSUs credited (including a fractional RSU) shall be the quotient obtained by dividing the aggregate cash amount that would have been paid as a dividend on

the Shares underlying all RSUs credited to Grantee's RSU Account by the Fair Market Value of a Share on the date such dividend payment is made to the Company shareholders. Any additional RSUs credited to Grantee's RSU Account which are attributable to Dividend Equivalents shall be subject to the same risk of forfeiture, same transferability restrictions and the same vesting conditions, and result in the issuance of Shares at the same time and same manner, as the original underlying RSUs. If, prior to the settlement date, the Company declares a stock dividend on Shares, then, on the payment date of the stock dividend, Grantee's RSU Account shall be credited with additional RSUs as if each RSU in the RSU Account were a Share.

- f. Settlement of RSUs. No later than 30 days after the earlier of (i) the Vesting Date or (ii) the Post-Merger CiC Termination Vesting Date, the Company shall issue and deliver to Grantee a number of Shares equal to the aggregate number of RSUs (with any fractional RSU being rounded to the nearest whole number) then credited to Grantee's RSU Account and vested.
 - g. Tax Withholding on RSU Settlement. No Shares will be delivered under this Agreement until either (i) Grantee has paid to the Company the amount that must be withheld under federal, state, and local income and employment tax laws or (ii) Grantee and the Company have made satisfactory provision for the payment of such taxes. Unless otherwise not permitted by the Compensation and Development Committee (which may disallow Share withholding at any time) or contrary to an election Grantee submitted to the Company in accordance with established Company policy, the Company shall first withhold such taxes from the Shares (valued at their Fair Market Value) otherwise eligible to be delivered under this Award, if any.
- 3. Amendment. This Award Agreement may be amended only in the manner provided by the Company evidencing both parties' agreement to the amendment. This Award Agreement may also be amended, without prior notice to Grantee and without Grantee's consent prior to any Change in Control by the Committee if the Committee in good faith determines the amendment does not materially adversely affect any of Grantee's rights under this Award Agreement.
 - 4. Entire Agreement. This Award Agreement contains the entire agreement between Grantee and the Company with respect to the subject matter hereof, and superseded all prior agreements or understandings between the parties relating thereto.
 - 5. Contingent Nature of Agreement. Notwithstanding anything else herein to the contrary, this Agreement is contingent on both (i) the closing of the Merger and (ii) the Company's receipt of an executed copy of the Agreement.

GREAT PLAINS ENERGY INCORPORATED

By: _____
Terry Bassham

By: _____
Grantee
Date: June , 2018



CASH RETENTION PAYMENT AGREEMENT

THIS CASH RETENTION PAYMENT AGREEMENT (“Agreement”), dated as of this 3rd day of June, 2018, is by and between Great Plains Energy Incorporated (the “Company”) and (“Employee”).

WHEREAS, the Company has entered into the Merger Agreement, the consummation of which will result in an operational combination of the Company and Westar Energy, Inc. (the “Merger”).

WHEREAS, to encourage Employee to remain employed with the Company or its successor through the day after the second anniversary of the Closing Date of the Merger, the Company and Employee are willing to enter into this Agreement.

AGREEMENT

The Company and Employee agree as follows:

Article 1 Definitions

Whenever used in this Agreement, the following words and phrases have the meanings specified below:

“Closing Date” as defined in the Merger Agreement.

“Cash Retention Payment” means that payment made under Article 2 of this Agreement but subject to potential repayment in accordance with Article 3.

“Merger Agreement” means the Amended and Restated Agreement and Plan of Merger by and among Westar Energy, Inc., Great Plains Energy Incorporated, Monarch Energy Holding, Inc., and King Energy, Inc., dated as of July 9, 2017.

“Separation from Service” or “Separates from Service” means Employee’s death, retirement or other termination of employment or service from the Company (or an affiliate or successor of the Company). A Separation from Service will not occur if Employee is on military leave, sick leave or other bona fide leave of absence (such as temporary employment by the government) if the period of such leave does not exceed six months, or if longer, as long as Employee’s right to reemployment with Company is provided either by statute or by contract.

Article 2
Cash Retention Payment

The Company will pay to Employee \$ _____ (the "Cash Retention Payment"), less all applicable payroll and other tax withholdings, within twenty (20) days following the later of (i) the Company's receipt of an executed copy of this Agreement or (ii) the Closing Date. In the event Employee experiences a Separation from Service, for any reason, before June 5, 2020 (the day after the second anniversary of the Closing Date) (the "Retention Date"), Employee shall be obligated to repay the net amount of the Cash Retention Payment after deduction of tax withholdings to the Company pursuant to the terms of Article 3 of this Agreement. If Employee remains actively and continuously employed by the Company (or an affiliate or successor of the Company) through the Retention Date any and all repayment obligations imposed by Article 3 of this Agreement shall cease and under no circumstances shall Employee become obligated to repay to the Company the Cash Retention Payment.

Article 3
Repayment Obligation

If Employee Separates from Service for any reason (including by reason of voluntary resignation, death, disability or dismissal by the Company with or without cause or as a result of an involuntary termination in connection with the Merger or any other change in control of the Company) before the Retention Date, Employee acknowledges, understands, and agrees that within the 30 day period following such a Separation from Service Employee must repay to the Company an amount equal to the Cash Retention Payment, less all applicable tax withholdings, previously paid to Employee. Employee further acknowledges, understands, and agrees that the Company shall be entitled to deduct from any other compensation payable to the Employee (other than deferred compensation that is subject to Section 409A of the Internal Revenue Code) any amounts that Employee is required to pay to the Company in accordance with this Article 3. Employee's repayment obligation under this Article 3 shall survive the termination of this Agreement.

Article 4
Miscellaneous

4.1. No Guarantee of Employment. This Agreement is not an employment policy or contract. It does not give Employee the right to remain an employee of the Company, nor does it interfere with the Company's right to discharge Employee. It also does not require Employee to remain an employee nor interfere with Employee's right to terminate employment at any time.

4.2. Binding Effect. This Agreement shall bind Employee, the Company, and their beneficiaries, survivors, executors, successors, assigns, administrators and transferees.

4.3. Termination of Employment. For purposes of this Agreement, if there is any dispute over the employment status of Employee or the date of Employee's Separation from Service, the Company has the sole and absolute right to decide the dispute.

4.4. Applicable Law. The Agreement and all rights hereunder shall be governed by the laws of the State of Missouri.

4.5. Entire Agreement. This Agreement constitutes the entire agreement between the Company (or Company affiliates) and Employee, as to the subject matter hereof and supersedes all prior agreements between the parties hereto relating directly to the subject matter hereof including any prior retention payments or agreements relating to the Merger. No rights are granted to Employee by virtue of this Agreement other than those specifically set forth herein.

4.6. Contingent Nature of Agreement. Notwithstanding anything else herein to the contrary, this Agreement is contingent on both (i) the closing of the Merger and (ii) the Company's receipt of an executed copy of the Agreement.

Employee and the Company have signed this Agreement effective as of the date stated above in the preamble to this Agreement.

EMPLOYEE

GREAT PLAINS ENERGY INCORPORATED

By: _____

Title: _____

**IMPORTANT NOTICE REGARDING BLACKOUT PERIOD AND
RESTRICTIONS ON YOUR RIGHTS TO TRADE
GREAT PLAINS ENERGY COMMON STOCK AND
EVERGY COMMON STOCK
DURING THE BLACKOUT PERIOD**

To: All Directors and Executive Officers of Great Plains Energy Incorporated

From: Heather Humphrey, General Counsel

Date: June 4, 2018

On May 2, 2018, you were provided a notice to advise you that, in connection with the anticipated closing of the pending mergers of (a) Great Plains Energy Incorporated (Great Plains Energy) with and into Evergy, Inc. (formerly named Monarch Energy Holding, Inc.) (Evergy) and (b) King Energy, Inc., a wholly owned subsidiary of Evergy, with and into Westar Energy, Inc. (Westar, and such mergers, collectively, the Merger), a limited blackout period would be imposed with respect to your trading of certain shares of Great Plains Energy common stock and Evergy common stock, in accordance with the federal securities laws.

The purpose of this updated notice is to advise you that the blackout period began at 10:00 a.m. Central Time on May 30, 2018 and is expected to end as soon as is administratively practicable during the week of June 10, 2018.

As a director or executive officer of Great Plains Energy, this blackout has a direct impact on your ability to trade Great Plains Energy common stock. In addition, if you will be a director or executive officer of Evergy following the closing of the Merger, the blackout will further impact your ability to trade Evergy common stock following the closing of the Merger.

Under Securities and Exchange Commission (SEC) rules published pursuant to Section 306(a) of the Sarbanes-Oxley Act of 2002, a director or executive officer generally may not exercise stock options or trade employer securities (including derivative securities such as restricted stock units and deferred stock units) that were acquired in connection with his or her service as a director or executive officer during a blackout period applicable to a plan that holds employer securities, even if the options or securities are held outside the plan. Note that this restriction applies to both direct and indirect acquisitions and dispositions of any employer securities in which you have a pecuniary interest, including trades by family members and others closely related to you.

All shares of Great Plains Energy common stock held by you and, if you will be a director or executive officer of Evergy following the closing of the Merger, all shares of Evergy common stock held by you, will be presumed to be acquired in connection with your service as a director or executive officer of the applicable issuer, and, thus, subject to the trading restrictions, unless you can establish by specific identification that the stock was not acquired in connection

with your service and this identification is consistent with the treatment of the stock for all other purposes related to the transaction (e.g., for tax purposes). The SEC rules provide a limited number of exemptions from the trading restrictions. Importantly, bona fide gifts are permitted during this time. If you would like more information regarding these exemptions, please contact Leah Huddleston at (816) 556-2158.

Violations of the trading restrictions will allow an issuer or a security holder acting on behalf of an issuer to bring an action to recover the profits realized by the director or executive officer. In addition, the SEC may bring an action, including civil injunction proceedings, cease-and-desist actions, civil penalties and all other remedies available to the SEC under the Securities Exchange Act of 1934, including, in some cases, criminal penalties.

While we anticipate a smooth transition, you will be notified in the unlikely event that an extension of the blackout is needed. Please contact Leah Huddleston at (816) 556-2158 with any questions you may have regarding this notice and to pre-clear any trades in Great Plains Energy common stock or Everygy common stock.