

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): March 19, 2009

Commission File Number	Registrant, State of Incorporation, Address and Telephone Number	I.R.S. Employer Identification Number
001-32206	GREAT PLAINS ENERGY INCORPORATED (A Missouri Corporation) 1201 Walnut Street Kansas City, Missouri 64106 (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) 1201 Walnut Street Kansas City, Missouri 64106 (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))

TABLE OF CONTENTS

[Item 1.01 Entry into a Material Definitive Agreement](#)

[Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant](#)

[Item 9.01 Financial Statements and Exhibits](#)

[SIGNATURES](#)

[EX-1.1](#)

[EX-4.2](#)

[EX-4.3](#)

[EX-4.4](#)

[EX-5.1](#)

[Table of Contents](#)

This combined Current Report on Form 8-K is being furnished 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 is furnished 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, formerly Aquila, Inc. (“GMO”), does not relate to, and is not furnished by, KCP&L. KCP&L makes no representation as to that information. Neither Great Plains Energy nor GMO has any obligation in respect of KCP&L’s debt securities and holders of such securities should not consider Great Plains Energy’s or GMO’s 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 GMO.

Item 1.01 Entry into a Material Definitive Agreement

On March 24, 2009, KCP&L issued \$400 million principal amount of its 7.15% Mortgage Bonds, Series 2009A due 2019 (the “2019 Bonds”). See Item 2.03 below for a description of the 2019 Bonds and related agreements.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On March 24, 2009, KCP&L issued \$400 million principal amount of its 7.15% Mortgage Bonds, Series 2009A due 2019 (the “2019 Bonds”). The 2019 Bonds were issued pursuant to and secured by the General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986 (the “Indenture”) between KCP&L and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee, as previously amended and supplemented and as further amended and supplemented by the twelfth supplemental indenture thereto, dated as of March 1, 2009 (the “Twelfth Supplemental Indenture”). KCP&L will use the net proceeds from the sale of the 2019 Bonds to repay a portion of KCP&L’s outstanding commercial paper and for general corporate purposes. Pending that use, KCP&L may invest the net proceeds in short-term marketable securities. The 2019 Bonds were registered under the Securities Act of 1933, as amended, pursuant to KCP&L’s registration statement on Form S-3 (Registration No. 333-148136), which was declared effective by the Securities and Exchange Commission on January 2, 2008.

The 2019 Bonds carry an interest rate of 7.15% per annum, which is payable semi-annually on April 1 and October 1 of each year, commencing October 1, 2009. The 2019 Bonds are redeemable at any time at KCP&L’s option at a redemption price equal to the greater of (i) 100% of the principal amount of the 2019 Bonds to be redeemed, plus accrued interest to the redemption date, and (ii) the present value of the remaining scheduled payments of principal and interest on the 2019 Bonds to be redeemed discounted to the redemption date at the applicable treasury rate, plus 50 basis points, plus, in each case, accrued interest to the redemption date. For more information regarding the terms of the 2019 Bonds, please see the Indenture and the Twelfth Supplemental Indenture (which includes a form of the 2019 Bonds), copies of which are filed as Exhibits 4.1 and 4.2, respectively, to this Report.

In connection with the issuance of the 2019 Bonds, Mark English, Assistant General Counsel and Assistant Secretary of KCP&L, provided the legal opinion attached to this Report as Exhibit 5.1.

Table of Contents

A copy of the Underwriting Agreement dated March 19, 2009 among KCP&L and Banc of America Securities LLC, BNP Paribas Securities Corp. and J.P. Morgan Securities Inc., as representatives of the several underwriters named therein, is filed as Exhibit 1.1 to this Report. Affiliates of certain of the underwriters are lenders under revolving credit agreements entered into separately with Great Plains Energy and KCP&L in May 2006. In connection with each of these arrangements, JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities Inc., acted as syndication agent, Banc of America Securities LLC and J.P. Morgan Securities Inc. acted as joint-lead arrangers, Bank of America, N.A., an affiliate of Banc of America Securities LLC, acted as a lender and administrative agent, each of BNP Paribas Securities Corp., The Bank of Tokyo-Mitsubishi UFJ, Chicago Branch, an affiliate of Mitsubishi UFJ Securities (USA), Inc. and Wachovia Bank, N.A., an affiliate of Wachovia Capital Markets, LLC, acted as a lender and co-documentation agent and The Bank of New York, an affiliate of BNY Mellon Capital Markets, LLC, acted as a lender. As well, affiliates of Mitsubishi UFJ Securities (USA), Inc. are parties to a receivables sale agreement entered into with KCP&L and its subsidiary Kansas City Power & Light Receivables Company in July 2005. In connection with this arrangement, Victory Receivables Corporation is the purchaser and The Bank of Tokyo-Mitsubishi, Ltd., New York branch, is the agent. In addition, affiliates of certain of the underwriters are lenders under a credit agreement entered into with GMO in September 2008. In connection with this arrangement, Banc of America Securities LLC acted as a joint lead arranger and joint book manager, Bank of America, N.A., an affiliate of Banc of America Securities LLC, acted as a lender and administrative agent, Union Bank, N.A. (formerly Union Bank of California, N.A.), an affiliate of Mitsubishi UFJ Securities (USA), Inc., acted as a lender and syndication agent, each of BNP Paribas and JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities Inc., acted as a lender and co-documentation agent, and each of The Bank of New York Mellon, an affiliate of BNY Mellon Capital Markets, LLC and Wachovia Bank, N.A., an affiliate of Wachovia Capital Markets, LLC, acted as a lender. Further, affiliates of Banc of America Securities LLC and Mitsubishi UFJ Securities are lenders under a credit agreement entered into with GMO in April 2005. In connection with this arrangement, Bank of America Business Capital (successor to LaSalle Business Credit, LLC) acted as a lender, and Union Bank, N.A. (formerly Union Bank of California, N.A.) acted as agent and lender. The underwriters and their affiliates have provided and in the future may continue to provide investment banking, commercial banking and other financial services, including the provision of credit facilities, to KCP&L and its affiliates in the ordinary course of business for which they have received and may in the future receive customary compensation. Affiliates of certain of the underwriters participate in the commercial paper program of KCP&L and may from time to time hold KCP&L's commercial paper. As a result, more than 10% of the net offering proceeds may be paid to underwriters or affiliates and, accordingly, the offering was made in reliance upon Rule 5110(h) of the Conduct Rules of the Financial Industry Regulatory Authority, Inc. The trustee and its affiliates are the trustee under certain indentures with Great Plains Energy and KCP&L. KCP&L maintains general banking accounts with the trustee and the trustee is one of the lenders under the Great Plains Energy, KCP&L and GMO credit agreements.

On March 24, 2009, KCP&L issued \$50 million of its Mortgage Bond Series 2005 EIRR Insurer due 2035 (the "2005 Insurer Bonds") to Syncora Guarantee Inc. (formerly XL Capital Assurance, Inc.) ("Syncora"). The 2005 Insurer Bonds were issued pursuant to and secured by the Indenture, as previously amended and supplemented and as further amended and supplemented by the thirteenth supplemental indenture thereto, dated as of March 1, 2009 (the "Thirteenth Supplemental Indenture"). KCP&L is the obligor with respect to \$50.0 million aggregate principal amount of City of Burlington, Kansas, Environmental Improvement Revenue Refunding (EIRR) Bonds Series 2005 (the "2005 EIRR Bonds"), which are insured by a municipal bond insurance policy issued by Syncora. The insurance agreement between KCP&L and Syncora requires KCP&L to provide Syncora with \$50.0 million of mortgage bonds as collateral for KCP&L's obligations under the insurance agreement if KCP&L issues mortgage bonds (other than refundings of outstanding mortgage bonds) in excess of certain thresholds. As a consequence of the issuance of the 2019 Bonds, KCP&L concurrently issued the 2005 Insurer Bonds

Table of Contents

to Syncora. The 2005 Insurer Bonds bear interest at the same rate as the 2005 EIRR Bonds, and the obligation of KCP&L to make any payment on the 2005 Insurer Bonds shall be deemed to be satisfied to the extent KCP&L makes payments on the 2005 EIRR Bonds. The 2005 Insurer Bonds are subject to redemption at the same times and in the same amounts as the 2005 EIRR Bonds. For more information regarding the terms of the 2005 Insurer Bonds, please see the Indenture and the Thirteenth Supplemental Indenture (which includes a form of the 2005 Insurer Bonds), copies of which are filed as Exhibits 4.1 and 4.3, respectively, to this Report.

On March 24, 2009, KCP&L issued \$146.5 million of its Mortgage Bond Series 2007 EIRR Insurer due 2035 (the “2007 Insurer Bonds”) to Financial Guaranty Insurance Company (“FGIC”). The 2007 Insurer Bonds were issued pursuant to and secured by the Indenture, as previously amended and supplemented and as further amended and supplemented by the fourteenth supplemental indenture thereto, dated as of March 1, 2009 (the “Fourteenth Supplemental Indenture”). KCP&L is the obligor with respect to \$146.5 million aggregate principal amount of City of Burlington, Kansas, Environmental Improvement Revenue Refunding (EIRR) Bonds Series 2007A-1, Series 2007A-2 and Series 2007B (collectively, the “2007 EIRR Bonds”), which are insured by a municipal bond insurance policy issued by FGIC. Under the insurance agreement between KCP&L and FGIC, if KCP&L issues debt secured by liens not permitted by the insurance agreement, KCP&L is obligated to issue and deliver mortgage bonds or similar securities equal in principal amount to the principal amount of the 2007 EIRR Bonds then outstanding. As a consequence of the issuance of the 2019 Bonds, KCP&L concurrently issued the 2007 Insurer Bonds to FGIC. The 2007 Insurer Bonds bear interest at the same rate as the 2007 EIRR Bonds, and the obligation of KCP&L to make any payment on the 2007 Insurer Bonds shall be deemed to be satisfied to the extent KCP&L makes payments on the 2007 EIRR Bonds. The 2007 Insurer Bonds are subject to redemption at the same times and in the same amounts as the 2007 EIRR Bonds. For more information regarding the terms of the 2007 Insurer Bonds, please see the Indenture and the Fourteenth Supplemental Indenture (which includes a form of the 2007 Insurer Bonds), copies of which are filed as Exhibits 4.1 and 4.4, respectively, to this Report.

Item 9.01 Financial Statements and Exhibits

(d) Exhibit No.

The following exhibits are filed herewith and are exhibits to the Registration Statement on Form S-3, Registration No. 333-148136, as noted below.

<u>8-K Exhibit No.</u>	<u>Registration Statement Exhibit No.</u>	<u>Description</u>
1.1	1.2	Underwriting Agreement dated March 19, 2009 between KCP&L and Banc of America Securities LLC, BNP Paribas Securities Corp. and J.P. Morgan Securities Inc., as representatives of the several underwriters named therein.
4.1	4.1	General Mortgage and Deed of Trust, dated as of December 1, 1986, between KCP&L and UMB Bank, N.A., as trustee (Exhibit 4-bb to Form 10-K for the annual period ended December 31, 1986, File No. 000-51873).
4.2	4.7.1	Twelfth Supplemental Indenture, dated as of March 1, 2009, between KCP&L and UMB Bank, N.A., as trustee.
4.3	4.7.2	Thirteenth Supplemental Indenture, dated as of March 1, 2009, between KCP&L and UMB Bank, N.A., as trustee.

Table of Contents

<u>8-K Exhibit No.</u>	<u>Registration Statement Exhibit No.</u>	<u>Description</u>
4.4	4.7.3	Fourteenth Supplemental Indenture, dated as of March 1, 2009, between KCP&L and UMB Bank, N.A., as trustee.
5.1	5.3	Opinion dated March 24, 2009 of Mark English.
23.1	23.2	Consent of Mark English (included as part of Exhibit 5.1).

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.

GREAT PLAINS ENERGY INCORPORATED

/s/ Terry Bassham

Terry Bassham

Executive Vice President- Finance & Strategic
Development and Chief Financial Officer

KANSAS CITY POWER & LIGHT COMPANY

/s/ Terry Bassham

Terry Bassham

Executive Vice President- Finance & Strategic
Development and Chief Financial Officer

Date: March 24, 2009

Kansas City Power & Light Company

\$400,000,000

7.15% Mortgage Bonds Series, 2009A due 2019

UNDERWRITING AGREEMENT

dated March 19, 2009

Banc of America Securities LLC

BNP Paribas Securities Corp.

J.P. Morgan Securities Inc.

Underwriting Agreement

March 19, 2009

BANC OF AMERICA SECURITIES LLC
BNP PARIBAS SECURITIES CORP.
J.P. MORGAN SECURITIES INC.

As Representatives of the several Underwriters

c/o Banc of America Securities LLC
One Bryant Park
New York, NY 10036

c/o BNP Paribas Securities Corp.
787 Seventh Avenue
New York, NY 10019

and

c/o J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017

Ladies and Gentlemen:

Kansas City Power & Light Company, a Missouri corporation (the “**Company**”), proposes to issue and sell to the several underwriters named in Schedule A (the “**Underwriters**”), acting severally and not jointly, the respective amounts set forth in such Schedule A of \$400,000,000 aggregate principal amount of the Company’s 7.15% Mortgage Bonds, Series 2009A due 2019 (the “**Mortgage Bonds**”). Banc of America Securities LLC, BNP Paribas Securities Corp., and J.P. Morgan Securities Inc. have agreed to act as representatives of the several Underwriters (in such capacity, the “**Representatives**”) in connection with the offering and sale of the Mortgage Bonds.

The Mortgage Bonds will be issued pursuant to and secured by the General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986 between the Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (the “**Trustee**”), as amended and supplemented by eleven indentures supplemental thereto (such Mortgage Indenture and Deed of Trust, as heretofore amended and supplemented, the “**Base Mortgage Indenture**”). Certain terms of the Mortgage Bonds will be established pursuant to the twelfth supplemental indenture dated as of March 1, 2009 (the “**Twelfth Supplemental Indenture**” and together with

the Base Mortgage Indenture, the “**Mortgage Indenture**”) in accordance with Article Fifteen of the Base Mortgage Indenture. The Mortgage Bonds will be issued in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the “**Depository**”), pursuant to a Letter of Representations, to be dated on or before the Closing Date (as defined in Section 2(b) below) (the “**DTC Agreement**”), among the Company, the Trustee and the Depository.

The Company has prepared and filed with the Securities and Exchange Commission (the “**Commission**”) a registration statement on Form S-3 (File No. 333-148136), to be used in connection with the public offering and sale of debt securities, including the Mortgage Bonds, of the Company. Such registration statement, including the financial statements, exhibits and schedules thereto, in the form in which it became effective under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the “**Securities Act**”), including any required information deemed to be a part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Securities Act, is called the “**Registration Statement**”. The term “**Base Prospectus**” shall mean the base prospectus dated March 5, 2008 relating to the Mortgage Bonds. The term “**Preliminary Prospectus**” shall mean any preliminary prospectus supplement relating to the Mortgage Bonds, together with the Base Prospectus, that is first filed with the Commission pursuant to Rule 424(b). The term “**Prospectus**” shall mean the final prospectus supplement relating to the Mortgage Bonds, together with the Base Prospectus, that is first filed pursuant to Rule 424(b) after the date and time that this Agreement is executed (the “**Execution Time**”) and delivered by the parties hereto. Any reference herein to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents that are or are deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act prior to 3:00 p.m. (Eastern time) on March 19, 2009 (the “**Initial Sale Time**”). All references in this Agreement to the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System (“**EDGAR**”).

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” (or other references of like import) in the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to mean and include all such financial statements and schedules and other information which is or is deemed to be incorporated by reference in the Registration Statement, the Prospectus or any Preliminary Prospectus, as the case may be, prior to the Initial Sale Time; and all references in this Agreement to amendments or supplements to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to include the filing of any document under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the “**Exchange Act**”), which is or is deemed to be incorporated by reference in the Registration Statement, the Prospectus or any Preliminary Prospectus, as the case may be, after the Initial Sale Time.

The Company hereby confirms its agreements with the Underwriters as follows:

SECTION 1. Representations and Warranties of the Company.

The Company hereby represents, warrants and covenants to each Underwriter as of the date hereof, as of the Initial Sale Time and as of the Closing Date (as defined herein) (in each case, a “**Representation Date**”), as follows:

(a) *Compliance with Registration Requirements.* The Company meets the requirements for use of Form S-3 under the Securities Act. The Registration Statement has become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by the Commission, and any request on the part of the Commission for additional information has been complied with. In addition, the Mortgage Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the “**Trust Indenture Act**”).

At the respective times the Registration Statement and any post-effective amendments thereto became effective and at each Representation Date, the Registration Statement and any amendments thereto (i) complied and will comply in all material respects with the requirements of the Securities Act and the Trust Indenture Act, and (ii) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the representations and warranties in this subsection shall not apply to (i) that part of the Registration Statement which constitutes the Statement of Eligibility on Form T-1 of the Trustee under the Trust Indenture Act or (ii) statements in or omissions from the Registration Statement or any post-effective amendment or the Prospectus or any amendments or supplements thereto made in reliance upon and in conformity with information furnished to the Company in writing by any of the Underwriters through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 6(b) hereof.

Each Preliminary Prospectus and the Prospectus, at the time each was filed with the Commission, complied in all material respects with the Securities Act, and each Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with the offering of the Mortgage Bonds will, at the time of such delivery, be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(b) *Disclosure Package.* The term “**Disclosure Package**” shall mean (i) the Preliminary Prospectus dated March 19, 2009 (ii) each issuer free writing prospectus as defined in Rule 433 of the Securities Act, if any, identified in Annex I hereto (each, an “**Issuer Free Writing Prospectus**”) and (iii) any other free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package. At the Initial Sale

Time, the Disclosure Package did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 6(b) hereof.

(c) *Incorporated Documents.* The documents incorporated or deemed to be incorporated by reference in the Registration Statement, any Preliminary Prospectus and the Prospectus (i) at the time they were or hereafter are filed with the Commission, complied or will comply in all material respects with the requirements of the Exchange Act and (ii) when read together with the other information in the Disclosure Package, at the Initial Sale Time, and when read together with the other information in the Prospectus, at the date of the Prospectus and at the Closing Date, did not or will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *Not an Ineligible Issuer.* (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant makes a *bona fide* offer (within the meaning of Rule 164(h)(2) of the Securities Act) of the Mortgage Bonds and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not or is not an Ineligible Issuer (as defined in Rule 405 of the Securities Act), without taking account of any determination by the Commission pursuant to Rule 405 of the Securities Act that it is not necessary that the Company be considered an Ineligible Issuer.

(e) *Issuer Free Writing Prospectuses.* Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offering and sale of Mortgage Bonds or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, any Preliminary Prospectus or the Prospectus. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any Preliminary Prospectus or the Prospectus, the Company has promptly notified or will promptly notify the Representatives and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 6(b) hereof. No electronic roadshow has been prepared or used by the Company in connection with the offering of the Mortgage Bonds.

(f) *No Applicable Registration or Other Similar Rights.* There are no persons with registration or other similar rights to have any equity or debt securities registered for sale under the Registration Statement or included in the offering contemplated by this Agreement, except for such rights as have been duly waived.

(g) *Due Incorporation and Qualification.* The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the state of Missouri with corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement, the Twelfth Supplemental Indenture and the Mortgage Bonds and to perform its obligations under the Mortgage Indenture; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify and be in good standing would not result in a Material Adverse Change (as defined herein).

(h) *Subsidiaries.* Each wholly-owned subsidiary of the Company (each, a “**Subsidiary**” and, together, the “**Subsidiaries**”) has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Change; except as otherwise disclosed in the Disclosure Package and the Prospectus, all of the issued and outstanding shares of capital stock owned directly or indirectly by the Company of each such Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and are owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; and none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The Company has no significant subsidiaries, as “significant subsidiaries” is defined in Rule 405 of Regulation C under the Securities Act.

(i) *Capitalization.* The authorized, issued and outstanding capital stock of the Company is as set forth in the Disclosure Package and the Prospectus in the column entitled “Actual” under the caption “Capitalization and Short-Term Debt.” The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(j) *Accountants.* The accountants who issued their reports on the financial statements of the Company included or incorporated by reference in the Disclosure Package and the Prospectus are an independent registered public accounting firm within the meaning of the Securities Act.

(k) *Financial Statements.* The financial statements and any supporting schedules of the Company included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus present fairly, in all material respects, the financial position of the Company as of the dates indicated and the results of its operations and cash flows for the periods specified; except as stated therein, said financial statements have been prepared in conformity with generally accepted accounting principles in the United States (“GAAP”) applied on a consistent basis; and any supporting schedules included in the Registration Statement present fairly, in all material respects, the information required to be stated therein. The selected financial data and the summary financial information included or incorporated by reference in the Disclosure Package and the Prospectus present fairly, in accordance with GAAP, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus.

(l) *Authorization of the Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(m) *Authorization of the Mortgage Indenture.* The Mortgage Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting enforcement of creditors’ rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); provided, however, that certain remedial provisions of the Mortgage Indenture may not be enforceable, but such unenforceability will not render the Mortgage Indenture invalid as a whole or affect the judicial enforcement of (i) the obligation of the Company to repay the principal, together with the interest thereon, as provided in the Mortgage Bonds, (ii) the acceleration of the obligation of the Company to repay such principal, together with such interest, based upon a material default by the Company in the payment of such principal or interest or (iii) the right of the Trustee to exercise its right to foreclose under the Mortgage Indenture.

(n) *Authorization of the Mortgage Bonds.* The Mortgage Bonds to be purchased by the Underwriters from the Company are in the form contemplated by the Mortgage Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Mortgage Indenture and, at the Closing Date, will have been duly executed by the Company and, when authenticated in the manner provided for in the Mortgage Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting enforcement of creditors’ rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and will be entitled to the benefits of the Mortgage Indenture.

(o) *Recordation of the Mortgage Indenture.* The Mortgage Indenture (not including the Twelfth Supplemental Indenture) has been duly filed for recordation and otherwise filed,

indexed or cross-indexed in such manner and in such places as is required by law in order to give constructive notice of, establish, preserve and protect the lien of the Mortgage Indenture on the Mortgaged Property (as such term is defined in the Mortgage Indenture), and all taxes payable to any state or subdivision thereof in connection with the execution, delivery or recordation of the Mortgage Indenture or the execution, authentication, issuance and delivery of the Mortgage Bonds and outstanding mortgage bonds have been paid.

(p) *Title to Property.* Except as to property acquired subsequent to the execution and delivery of the Twelfth Supplemental Indenture, the Company has good and sufficient title to, or a satisfactory easement in, the Mortgaged Property (except such property as may have been disposed of and/or released from the lien thereof in accordance with the terms thereof), subject only to (i) the lien of the Mortgage Indenture, (ii) exceptions and reservations specifically set forth therein, (iii) “Permissible Encumbrances” as defined in the Mortgage Indenture, (iv) leases and minor liens of judgments not prior to the lien of the Mortgage Indenture, which do not interfere with the Company’s business, (v) defects, irregularities and deficiencies in titles of properties and rights-of-way which do not materially impair the use of such property and rights-of-way for the purposes for which they are held by the Company and (vi) matters specified in the Disclosure Package and the Prospectus under the caption “Description of Bonds—Security and Priority”.

(q) *Lien of Mortgage.* The Mortgage Indenture, subject only to the qualifications set forth in Section 1(p) hereof and to such other matters as do not materially affect the security for the Mortgage Bonds, constitutes a valid, direct first mortgage lien upon the Mortgaged Property, which includes substantially all of the fixed property of the Company and the franchises and permits of the Company pertaining to the operation of said property; all property (to the extent such property constitutes Mortgaged Property) acquired by the Company after the execution and delivery of the Twelfth Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage Indenture to the extent provided therein, subject, however, to “Permissible Encumbrances,” to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage Indenture by filing, recordation or otherwise.

(r) *Description of the Mortgage Bonds and the Mortgage Indenture.* The Mortgage Bonds and the Mortgage Indenture conform in all material respects to the descriptions thereof contained in the Disclosure Package and the Prospectus.

(s) *Material Changes or Material Transactions.* Since the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, except as may otherwise be stated therein or contemplated thereby, (a) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a “**Material Adverse Change**”) and (b) there have been no transactions entered into by the Company and its subsidiaries considered as one enterprise other than those in the ordinary course of business which are material with respect to the Company and its subsidiaries considered as one enterprise.

(t) *No Defaults*. Neither the Company nor any of the Subsidiaries is in violation of its Articles of Incorporation, charter or by-laws. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, neither the Company nor any of the Subsidiaries is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Company or any of the Subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of the Subsidiaries is subject (each, an “**Agreement or Instrument**” and, collectively, the “**Agreements and Instruments**”). The execution and delivery of this Agreement, the Twelfth Supplemental Indenture and the Mortgage Bonds and the consummation of the transactions contemplated herein, therein and in the Mortgage Indenture have been duly authorized by all necessary corporate action and do not and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance (except pursuant to the terms of the Mortgage Indenture) upon any property or assets of the Company or any Subsidiary pursuant to, any material Agreements and Instruments, nor will such action result in any violation of the provisions of the Articles of Incorporation or by-laws, of the Company or any of the Subsidiaries or any applicable law, administrative regulation or administrative or court order or decree.

(u) *Regulatory Approvals*. The Company has made all necessary filings and obtained all necessary consents, orders or approvals in connection with the issuance and sale of the Mortgage Bonds or will have done so by the time the Mortgage Bonds shall be issued and sold, and no consent, approval, authorization, order or decree of any other court or governmental agency or body is required for the consummation by the Company of the transactions contemplated by this Agreement, except such as may be required under state securities laws.

(v) *Legal Proceedings; Contracts*. Except as may be set forth, incorporated or deemed incorporated by reference in the Disclosure Package and the Prospectus, there is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened against or affecting, the Company or its subsidiaries which would reasonably be expected to result in any Material Adverse Change, or might materially and adversely affect its properties or assets or would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated by this Agreement; and there are no contracts or documents which are required to be filed as exhibits to the Registration Statement by the Securities Act which have not been so filed.

(w) *Franchises*. The Company holds, to the extent required, valid and subsisting franchises, licenses and permits authorizing it to carry on the regulated utility businesses in which it is engaged in the territories from which substantially all of the Company’s consolidated gross operating revenue is derived, except where the failure to hold such franchises, licenses and permits would not result in a Material Adverse Change.

(x) *Environmental Laws*. Except as described, incorporated or deemed incorporated by reference in the Disclosure Package and the Prospectus, and except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (A) neither the Company nor any of the Subsidiaries is in violation of any federal, state, local or foreign

statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (B) the Company and the Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of the Subsidiaries and (D) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of the Subsidiaries relating to Hazardous Materials or any Environmental Laws.

(y) *Investment Company Act*. The Company is not and, upon the issuance and sale of the Mortgage Bonds as contemplated herein and the application of the net proceeds thereof as described in the Disclosure Package and the Prospectus, will not be, required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(z) *ERISA*. The Company and the Subsidiaries are in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("**ERISA**"); no "reportable event" (as defined in ERISA) has occurred with respect to any "pension plan" (as defined in ERISA) for which the Company or any of the Subsidiaries would have any material liability; the Company and the Subsidiaries have not incurred and do not expect to incur any material liability under (i) Title IV of ERISA with respect to the termination of, or withdrawal from, any "pension plan" or (ii) Section 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "**Code**"); and each "pension plan" for which the Company or any of the Subsidiaries would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(aa) *Insurance*. The Company and each of the Subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties.

(bb) *Taxes*. The Company and each of the Subsidiaries has filed all federal, state and local income and franchise tax returns required to be filed through the date hereof and has paid all taxes due thereon, except such as are being contested in good faith by appropriate proceedings, and no tax deficiency has been determined adversely to the Company or any of the

Subsidiaries which has had, nor does the Company have any knowledge of any tax deficiency which, if determined adversely to the Company or any of the Subsidiaries, would reasonably be expected to result in, a Material Adverse Change.

(cc) *Internal Controls*. Each of the Company and the Subsidiaries (A) make and keep accurate books and records and (B) maintain internal accounting controls which provide reasonable assurance that (i) transactions are executed in accordance with management's authorization, (ii) transactions are recorded as necessary to permit preparation of its financial statements and to maintain accountability for its assets, (iii) access to its assets is permitted only in accordance with management's authorization and (iv) the reported accountability for its assets is compared with existing assets at reasonable intervals. Except as described in the Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (I) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (II) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(dd) *Sarbanes-Oxley*. The Company is in compliance, in all material respects, with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans, and the requirement that the Company and its consolidated subsidiaries maintain the following, among other, controls and procedures:

- (i) a system of "internal accounting controls" as contemplated in Section 13(b)(2)(B) of the Exchange Act;
- (ii) "disclosure controls and procedures" as such term is defined in Rule 13a-15(e) under the Exchange Act; and
- (iii) "internal control over financial reporting" as such term is defined in Rule 13a-15(f) under the Exchange Act.

(ee) *Pending Proceedings and Examinations*. The Registration Statement is not the subject of a pending proceeding or examination under Section 8(d) or 8(e) of the Securities Act, and the Company is not the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Mortgage Bonds.

(ff) *Ratings*. The Mortgage Bonds are rated A3 (Negative Outlook) by Moody's Investors Services and BBB+ (Negative Outlook) by Standard & Poor's Ratings Group.

Any certificate signed by any director or officer of the Company and delivered to the Underwriters or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby on the date of such certificate and, unless subsequently amended or supplemented, at each Representation Date subsequent thereto.

SECTION 2. Purchase, Sale and Delivery of the Mortgage Bonds.

(a) *The Mortgage Bonds.* The Company agrees to issue and sell to the several Underwriters, severally and not jointly, all of the Mortgage Bonds upon the terms herein set forth. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Company the aggregate principal amount of Mortgage Bonds set forth opposite their names on Schedule A, plus any additional principal amount of Mortgage Bonds which such Underwriter may become obligated to purchase pursuant to Section 8 hereof, at a purchase price of 99.242% of the principal amount of the Mortgage Bonds, payable on the Closing Date.

(b) *The Closing Date.* Delivery of certificates for the Mortgage Bonds in global form to be purchased by the Underwriters and payment therefor shall be made at the offices of Davis Polk & Wardwell, 1600 El Camino Real, Menlo Park, California (or such other place as may be agreed to by the Company and the Representatives) at 9:00 a.m., New York City time, on March 24, 2009, or such other time and date as the Underwriters and the Company shall mutually agree (the time and date of such closing are called the “**Closing Date**”).

(c) *Public Offering of the Mortgage Bonds.* The Representatives hereby advise the Company that the Underwriters intend to offer for sale to the public, as described in the Disclosure Package and the Prospectus, their respective portions of the Mortgage Bonds as soon after this Agreement has been executed as the Representatives, in their sole judgment, have determined is advisable and practicable.

(d) *Payment for the Mortgage Bonds.* Payment for the Mortgage Bonds shall be made at the Closing Date by wire transfer of immediately available funds to the order of the Company.

It is understood that the Representatives have been authorized, for their own accounts and for the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Mortgage Bonds that the Underwriters have agreed to purchase. The Representatives may (but shall not be obligated to) make payment for any Mortgage Bonds to be purchased by any Underwriter whose funds shall not have been received by the Representatives by the Closing Date for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

(e) *Delivery of the Mortgage Bonds.* The Company shall deliver, or cause to be delivered, to the Representatives for the accounts of the several Underwriters through the facilities of the Depository certificates for the Mortgage Bonds at the Closing Date, against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The certificates for the Mortgage Bonds shall be definitive global certificates in book entry form for clearance through the Depository. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

SECTION 3. Covenants of the Company.

The Company covenants and agrees with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b) hereof, will comply with the requirements of Rule 430B under the Securities Act, and will promptly notify the Representatives, and confirm the notice in writing, of (i) the effectiveness during the Prospectus Delivery Period (as defined below) of any post-effective amendment to the Registration Statement or the filing of any supplement or amendment to any Preliminary Prospectus or the Prospectus, (ii) the receipt of any comments from the Commission during the Prospectus Delivery Period, (iii) any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus or the Prospectus or for additional information, and (iv) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus, or of the suspension of the qualification of the Mortgage Bonds for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424 and will take such steps as it deems necessary to ascertain promptly whether any Preliminary Prospectus and the Prospectus transmitted for filing under Rule 424 was received for filing by the Commission and, in the event that it was not, it will promptly file such document. The Company will use every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) *Representatives' Review of Proposed Amendments and Supplements.* During the period beginning on the date of this Agreement and ending on the later of the Closing Date or such date, as in the opinion of counsel for the Underwriters, a prospectus relating to the Mortgage Bonds is no longer required by law to be delivered in connection with sales of the Mortgage Bonds by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act (the "**Prospectus Delivery Period**"), prior to amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus (including any amendment or supplement through incorporation by reference of any report filed under the Exchange Act), the Company shall furnish, within a reasonable time prior to filing such amendment or supplement, to the Representatives for review a copy of each such proposed amendment or supplement, and the Company shall not file or use any such proposed amendment or supplement (except for any amendment or supplement filed under the Exchange Act after the Closing Date) to which the Representatives or counsel for the Underwriters shall reasonably object.

(c) *Delivery of Registration Statements.* If requested, the Company will furnish or deliver to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. The Registration Statement and each amendment thereto furnished to the

Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses.* The Company will deliver to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter may reasonably request, and the Company hereby consents to the use of such copies for purposes permitted by the Securities Act. The Company will furnish to each Underwriter, without charge, during the Prospectus Delivery Period, such number of copies of the Prospectus as such Underwriter may reasonably request. Each Preliminary Prospectus and the Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Continued Compliance with Securities Laws.* The Company will comply with the Securities Act and the Exchange Act so as to permit the completion of the distribution of the Mortgage Bonds as contemplated in this Agreement and the Prospectus. If, at any time during the Prospectus Delivery Period, any event shall occur or condition shall exist as a result of which it is necessary to amend the Registration Statement in order that the Registration Statement will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or to amend or supplement the Disclosure Package or the Prospectus in order that the Disclosure Package or the Prospectus, as the case may be, will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the Initial Sale Time or at the time it is delivered or conveyed to a purchaser, not misleading, or if it shall be necessary at any such time to amend the Registration Statement or amend or supplement the Disclosure Package or the Prospectus in order to comply with the requirements of the Securities Act, the Company will (1) notify the Representatives of any such event, development or condition, (2) promptly prepare and file with the Commission, subject to Section 3(b) hereof, such amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Disclosure Package or the Prospectus comply with such requirements, and (3) the Company will furnish to the Underwriters, without charge, such number of copies of such amendment or supplement to the Disclosure Package or the Prospectus as the Underwriters may reasonably request.

(f) *Blue Sky Compliance.* The Company shall cooperate with the Representatives and counsel for the Underwriters to qualify or register the Mortgage Bonds for sale under (or obtain exemptions from the application of) the state securities or blue sky laws of those jurisdictions designated by the Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Mortgage Bonds. The Company shall not be required to qualify to transact business or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign business. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Mortgage Bonds for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption,

the Company shall use every reasonable effort to obtain the withdrawal thereof at the earliest possible moment.

(g) *Use of Proceeds.* The Company shall apply the net proceeds from the sale of the Mortgage Bonds sold by it in the manner described under the caption “Use of Proceeds” in each of the Disclosure Package and the Prospectus.

(h) *Depository.* The Company will cooperate with the Underwriters and use every reasonable effort to permit the Mortgage Bonds to be eligible for clearance and settlement through the facilities of the Depository.

(i) *Periodic Reporting Obligations.* During the Prospectus Delivery Period and subject to Section 3(b) hereof, the Company shall file, on a timely basis, with the Commission all reports and documents required to be filed under the Exchange Act.

(j) *Agreement Not to Offer or Sell Additional Securities.* During the period commencing on the date hereof and ending on the Closing Date, and other than as disclosed in the Prospectus under the caption “Description of the Bonds-Concurrent Issuances”, the Company will not, without the prior written consent of the Representatives (which consent may be withheld at the sole discretion of the Representatives), directly or indirectly, sell, offer, contract or grant any option to sell, transfer or establish an open “put equivalent position” within the meaning of Rule 16a-1(h) under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Company similar to the Mortgage Bonds or securities exchangeable for or convertible into debt securities similar to the Mortgage Bonds, other than as contemplated by this Agreement with respect to the Mortgage Bonds.

(k) *Final Term Sheet.* The Company will prepare a final term sheet containing only a description of the Mortgage Bonds, in substantially the form attached hereto as Exhibit B, and will file such term sheet pursuant to Rule 433(d) under the Securities Act within the time required by such rule (such term sheet, the “**Final Term Sheet**”). The Final Term Sheet is an Issuer Free Writing Prospectus for purposes of this Agreement.

(l) *Permitted Free Writing Prospectuses.* The Company represents that it has not made, and agrees that, unless it obtains the prior written consent of the Representatives, and each Underwriter, severally and not jointly, represents that it has not made, and agrees with the Company that, unless it obtains the prior written consent of the Company, it will not make, any offer relating to the Mortgage Bonds that would constitute an “issuer free writing prospectus” or that would otherwise constitute a “free writing prospectus” (as those terms are defined in Rule 405 of the Securities Act) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act; provided that the prior written consent of the Representatives shall be deemed to have been given in respect of the Issuer Free Writing Prospectuses included in Annex I hereto. Any such free writing prospectus consented to by the Representatives is hereinafter referred to as a “**Permitted Free Writing Prospectus**”. The Company agrees that (i) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, and (ii) has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 of the Securities Act applicable

to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(m) *Filing Fees.* The Company agrees to pay the required Commission filing fees relating to the Mortgage Bonds within the time required by Rule 456(b)(1) of the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act.

(n) *No Manipulation of Price.* The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Mortgage Bonds.

(o) *Earning Statement.* The Company will make generally available to the Company's security holders and to the Representatives as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement that will satisfy the provisions of Section 11(a) of the Securities Act.

The Representatives, on behalf of the several Underwriters, may, in their sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. Payment of Expenses. The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including without limitation (i) all expenses incident to the issuance and delivery of the Mortgage Bonds (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Mortgage Bonds to the Underwriters, (iii) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors to the Company, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each Issuer Free Writing Prospectus, each Preliminary Prospectus and the Prospectus, and all amendments and supplements thereto, and this Agreement, the Mortgage Indenture, the DTC Agreement and the Mortgage Bonds, (v) all filing fees, reasonable attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Mortgage Bonds for offer and sale under the state securities or blue sky laws, and, if requested by the Representatives, preparing a "Blue Sky Survey" or memorandum, and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions, (vi) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review, if any, by the Financial Industry Regulatory Authority ("**FINRA**") of the terms of the sale of the Mortgage Bonds, (vii) the fees and expenses of the Trustee, including the reasonable fees and disbursements of counsel for the Trustee in connection with the Mortgage Indenture and the Mortgage Bonds, (viii) any fees payable in connection with the rating of the Mortgage Bonds with the ratings agencies, (ix) all fees and expenses (including reasonable fees and expenses of

counsel) of the Company in connection with approval of the Mortgage Bonds by the Depositary for “book-entry” transfer, (x) all other fees, costs and expenses referred to in Item 14 of Part II of the Registration Statement, (xi) all reasonable out-of-pocket expenses by the Representatives with respect to any roadshow, including expenses relating to slide production, internet roadshow taping and travel, and (xii) all other fees, costs and expenses incurred in connection with the performance of its obligations hereunder for which provision is not otherwise made in this Section 4. Except as provided in this Section 4, Section 6 and Section 7 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel.

SECTION 5. Conditions of the Obligations of the Underwriters. The obligations of the several Underwriters to purchase and pay for the Mortgage Bonds as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 1 hereof as of each Representation Date as though then made and to the timely performance by the Company of its covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Effectiveness of Registration Statement.* The Registration Statement shall remain effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued under the Securities Act and no proceedings for that purpose shall have been instituted or be pending or threatened by the Commission, any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters.

(b) *Filings under Rule 424 and Rule 433.* For the period from the Execution Time to the Closing Date:

(i) the Company shall have filed any Preliminary Prospectus not previously filed and the Prospectus with the Commission (including the information required by Rule 430B under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act; or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such Rule 430B, and such post-effective amendment shall have become effective; and

(ii) the Final Term Sheet, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings under such Rule 433.

(c) *Accountants’ Comfort Letter.* On the date hereof, the Representatives shall have received from Deloitte & Touche LLP, independent public or certified public accountants for the Company, a letter dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives with respect to the audited and unaudited consolidated financial statements and certain financial information of the Company included or incorporated in the Registration Statement, any Preliminary Prospectus and the Prospectus.

(d) *Bring-down Comfort Letter*. On the Closing Date, the Representatives shall have received from Deloitte & Touche LLP, independent public or certified public accountants for the Company, a letter dated such date, in form and substance satisfactory to the Representatives, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to subsection (c) of this Section 5, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the Closing Date.

(e) *No Material Adverse Change or Ratings Agency Change*. For the period from the Execution Time to the Closing Date:

(i) in the reasonable judgment of the Representatives, there shall not have occurred any Material Adverse Change, except as reflected in or contemplated by the Disclosure Package; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of the Subsidiaries by any “nationally recognized statistical rating organization” as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.

(f) *Opinion of Counsel for the Company*. On the Closing Date, the Representatives shall have received the favorable opinions of (i) Dewey & LeBoeuf LLP, counsel for the Company, dated as of such Closing Date, the form of which is attached as Exhibit A-1, and (ii) Mark English, the Assistant General Counsel of the Company, dated as of such Closing Date, the form of which is attached as Exhibit A-2.

(g) *Opinion of Counsel for the Underwriters*. On the Closing Date, the Representatives shall have received the favorable opinion of Davis Polk & Wardwell, counsel for the Underwriters, dated as of such Closing Date, with respect to such matters as may be reasonably requested by the Underwriters.

(h) *Officers’ Certificate*. On the Closing Date, the Representatives shall have received a written certificate executed by the Chief Executive Officer, President or a Vice President of the Company and the Chief Financial Officer or Chief Accounting Officer of the Company, dated as of such Closing Date, to the effect that, to the best of their knowledge after reasonable investigation:

(i) the Company has received no stop order suspending the effectiveness of the Registration Statement, and no proceedings for such purpose have been instituted or threatened by the Commission;

(ii) there has not occurred any downgrading, and the Company has not received any notice of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of the Subsidiaries by any “nationally recognized statistical rating organization” as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(iii) for the period from the Execution Time to the Closing Date, there has not occurred any Material Adverse Change;

(iv) the representations, warranties and covenants of the Company set forth in Section 1 of this Agreement are true and correct with the same force and effect as though expressly made on and as of such Closing Date; and

(v) the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such Closing Date.

(i) *Recordation of the Twelfth Supplemental Indenture.* The Company shall have caused the Twelfth Supplemental Indenture to be recorded in offices of the Secretary of State in the States of Kansas and Missouri and in the office of the Register of Deeds for the County of Franklin, Kansas, which are the only recordations required in order to give constructive notice of, establish, preserve and protect the lien of the Mortgage Indenture on all properties of the Company of every kind described in and purported to be conveyed by the Mortgage Indenture.

(j) *Additional Documents.* On or before the Closing Date, the Representatives and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Mortgage Bonds as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 4, Section 6, Section 7 and Section 15 hereof shall at all times be effective and shall survive such termination.

SECTION 6. Indemnification.

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, director, officer, employee, agent or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, including any information deemed to be a part thereof pursuant to Rule 430B under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) any untrue statement or alleged untrue statement of a material fact included in any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements

therein, in the light of the circumstances under which they were made, not misleading; and to reimburse each Underwriter, its officers, directors, employees, agents and controlling persons for any and all expenses (including the reasonable fees and disbursements of counsel chosen by the Representatives) as such expenses are reasonably incurred by such Underwriter, officer, director, employee, agent or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto). The indemnity agreement set forth in this Section 6(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) *Indemnification of the Company, its Directors and Officers.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, such Preliminary Prospectus, such Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein; and to reimburse the Company, such director, officer or controlling person for any and all expenses (including the reasonable fees and disbursements of counsel chosen by the Company) as such expenses are reasonably incurred by the Company, such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Underwriters have furnished to the Company expressly for use in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) are the statements set forth in the third paragraph, the third sentence of the sixth paragraph and the seventh paragraph under the caption "Underwriting" in the Prospectus. The indemnity agreement set forth in this Section 6(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 6, notify the indemnifying party in writing of the commencement thereof; but the failure to so notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any liability other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party; *provided*, however, such indemnified party shall have the right to employ its own counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party, unless: (i) the employment of such counsel has been specifically authorized by the indemnifying party; (ii) the indemnifying party has failed promptly to assume the defense and employ counsel reasonably satisfactory to the indemnified party; or (iii) the named parties to any such action (including any impleaded parties) include both such indemnified party and the indemnifying party or any affiliate of the indemnifying party, and such indemnified party shall have reasonably concluded that either (x) there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party or such affiliate of the indemnifying party or (y) a conflict may exist between such indemnified party and the indemnifying party or such affiliate of the indemnifying party (it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to a single firm of local counsel) for all such indemnified parties, which firm shall be designated in writing by (i) the Representatives, in the case of indemnification pursuant to Section 6(a) hereof, or (ii) the Company, in the case of indemnification pursuant to Section 6(b) hereof, and that all such reasonable fees and expenses shall be reimbursed as they are incurred).

(d) *Settlements.* The indemnifying party under this Section 6 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there is a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 6(c) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the

indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Mortgage Bonds pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Mortgage Bonds pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Mortgage Bonds pursuant to this Agreement (before deducting expenses) received by the Company, and the total underwriting discount received by the Underwriters, in each case as set forth on the front cover page of the Prospectus bear to the aggregate initial public offering price of the Mortgage Bonds as set forth on such cover. The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 6(c) hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 6(c) hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 7; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 6(c) hereof for purposes of indemnification.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 7.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the underwriting discount received by such Underwriter in connection with the Mortgage Bonds underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their names in Schedule A. For purposes of this Section 7, each director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company.

SECTION 8. Default of One or More of the Several Underwriters. If, on the Closing Date, any one or more of the several Underwriters shall fail or refuse to purchase Mortgage Bonds that it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Mortgage Bonds, which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate principal amount of the Mortgage Bonds, to be purchased on such date, the other Underwriters shall be obligated, severally, in the proportion to the aggregate principal amounts of such Mortgage Bonds set forth opposite their respective names on Schedule A bears to the aggregate principal amount of such Mortgage Bonds set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representatives with the consent of the non-defaulting Underwriters, to purchase such Mortgage Bonds which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase such Mortgage Bonds and the aggregate principal amount of such Mortgage Bonds with respect to which such default occurs exceeds 10% of the aggregate principal amount of Mortgage Bonds to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Mortgage Bonds are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Section 4, Section 6, Section 7 and Section 15 hereof shall at all times be effective and shall survive such termination. In any such case, either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement, each Issuer Free Writing Prospectus, each Preliminary Prospectus or the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "**Underwriter**" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 8. Any action taken under this Section 8 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

SECTION 9. Termination of this Agreement. Prior to the Closing Date, this Agreement may be terminated by the Representatives by notice given to the Company if at any time (i)

trading or quotation in any of the Company's securities shall have been suspended or materially limited by the New York Stock Exchange or the Commission, or trading in securities generally on the NASDAQ Global Market or the New York Stock Exchange shall have been suspended or materially limited, or minimum or maximum prices shall have been generally established on either of such stock exchanges by the Commission or FINRA; (ii) a general banking moratorium shall have been declared by any of federal or New York authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any material adverse change in the United States or international financial markets, or any change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Mortgage Bonds in the manner and on the terms described in the Disclosure Package or the Prospectus or to enforce contracts for the sale of securities; (iv) in the reasonable judgment of the Representatives, there shall have occurred any Material Adverse Change; or (v) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services in the United States. Any termination pursuant to this Section 9 shall be without liability on the part of (a) the Company to any Underwriter, except that the Company shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to Section 4 hereof, (b) any Underwriter to the Company, or (c) any party hereto to any other party except that the provisions of Section 6, Section 7 and Section 15 hereof shall at all times be effective and shall survive such termination.

SECTION 10. No Fiduciary Duty. No Advisory or Fiduciary Responsibility. The Company acknowledges and agrees that: (i) the purchase and sale of the Mortgage Bonds pursuant to this Agreement, including the determination of the public offering price of the Mortgage Bonds and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand; (ii) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the several Underwriters with respect to any breach or alleged breach of agency or fiduciary duty.

SECTION 11. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company, of its

officers and of the several Underwriters set forth in or made pursuant to this Agreement (i) will remain operative and in full force and effect, regardless of (A) any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the officers or employees of any Underwriter, or any person controlling the Underwriter, or the Company, the officers or employees of the Company, or any person controlling the Company, as the case may be or (B) acceptance of the Mortgage Bonds and payment for them hereunder and (ii) will survive delivery of and payment for the Mortgage Bonds sold hereunder and any termination of this Agreement.

SECTION 12. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or faxed and confirmed to the parties hereto as follows:

If to the Representatives:

Banc of America Securities LLC
One Bryant Park
NY1-100-18-03
New York, NY 10036
Facsimile: (646) 855-5958
Attention: High Grade Transaction Management/Legal;

BNP Paribas Securities Corp.
787 Seventh Avenue
New York, NY 10019
Facsimile: (212) 841-3930
Attention: Syndicate Desk

and

J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017
Facsimile: (212) 834-6081
Attention: Investment Grade Syndicate Desk

with a copy to:

Davis Polk & Wardwell
1600 El Camino Real
Menlo Park, CA 94025
Facsimile: (650) 752-2007
Attention: Julia Cowles

If to the Company:

Kansas City Power & Light Company
1201 Walnut Street
Kansas City, Missouri 64106-2124
Facsimile: (816) 556-2418
Attention: Mark English

with a copy to:

Dewey & LeBoeuf LLP
1301 Avenue of Americas
New York, NY 10019
Facsimile: (212) 259-6333
Attention: Peter O'Brien

Any party hereto may change the address for receipt of communications by giving written notice to the others.

SECTION 13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to Section 8 hereof, and to the benefit of the directors, officers, employees, agents and controlling persons referred to in Sections 6 and 7 hereof, and in each case their respective successors and assigns, and no other person will have any right or obligation hereunder. The term "**successors and assigns**" shall not include any purchaser of the Mortgage Bonds as such from any of the Underwriters merely by reason of such purchase.

SECTION 14. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 15. Governing Law Provisions. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE.

SECTION 16. General Provisions. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party

whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 6 hereof and the contribution provisions of Section 7 hereof, and is fully informed regarding said provisions. Each of the parties hereto further acknowledges that the provisions of Sections 6 and 7 hereof fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, the Disclosure Package and the Prospectus (and any amendments and supplements thereto), as required by the Securities Act and the Exchange Act.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

KANSAS CITY POWER & LIGHT COMPANY

By: /s/ Terry Bassham
Terry Bassham
Executive Vice President - Finance and
Strategic Development and Chief Financial Officer

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Representatives as of the date first above written.

BANC OF AMERICA SECURITIES LLC
BNP PARIBAS SECURITIES CORP.
J.P. MORGAN SECURITIES INC.

Acting as Representatives of the
several Underwriters named in
the attached Schedule A.

By: Banc of America Securities LLC

By: /s/ Peter J. Carbone
Name: Peter J. Carbone
Title: Vice President

By: BNP Paribas Securities Corp.

By: /s/ Jim Turner
Name: Jim Turner
Title: Managing Director

By: J.P. Morgan Securities Inc.

By: /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Vice President

SCHEDULE A

Underwriters	Aggregate Principal Amount of Mortgage Bonds to be Purchased
Banc of America Securities LLC	\$ 104,667,000
BNP Paribas Securities Corp.	\$ 104,667,000
J.P. Morgan Securities Inc.	\$ 104,666,000
Mitsubishi UFJ Securities (USA), Inc.	\$ 44,000,000
BNY Mellon Capital Markets, LLC	\$ 21,000,000
Wachovia Capital Markets, LLC	\$ 21,000,000
Total	\$ 400,000,000

Schedule A

ANNEX I

LIST OF ISSUER FREE WRITING PROSPECTUSES

1. Final Term Sheet dated March 19, 2009

ANNEX I

EXHIBIT A-1

FORM OF OPINION OF ISSUER'S COUNSEL

March __, 2009

Banc of America Securities LLC
One Bryant Park
New York, NY 10036;

BNP Paribas Securities Corp.
787 Seventh Avenue
New York, NY 10019

J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10012

As Representatives of the several Underwriters

KANSAS CITY POWER & LIGHT COMPANY
7.15% Mortgage Bonds, Series 2009A due 2019

Ladies and Gentlemen:

We have served as special counsel for Kansas City Power & Light Company, a Missouri corporation (the "Company") in connection with (i) the issuance and sale by the Company of \$400,000,000 aggregate principal amount of its 7.15% Mortgage Bonds, Series 2009A due 2019 (the "Mortgage Bonds") pursuant to and secured by the General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 between the Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (the "Trustee"), as amended and supplemented by eleven indentures supplemental thereto (such Mortgage and Deed of Trust, as heretofore amended and supplemented, the "Base Mortgage Indenture") and as amended and supplemented by a twelfth supplemental indenture thereto, dated as of March 1, 2009 between the Company and the Trustee (the "Twelfth Supplemental Indenture", together with the Base Mortgage Indenture, the "Mortgage Indenture"); and (ii) the purchase by the Underwriters (as defined herein) of the Mortgage Bonds pursuant to the terms of an Underwriting Agreement dated March 19, 2009 (the "Underwriting Agreement"), among the Company and the Underwriters named in Schedule A thereto (the "Underwriters") for whom you are acting as representatives (the "Representatives"). This opinion is being delivered to you as Representatives pursuant to Section 5(f)(i) thereof.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Underwriting Agreement.

In rendering the opinions expressed below, we have examined the registration statement on Form S-3 (File No. 333-148136) pertaining to the Mortgage Bonds and certain other securities filed by the Company under the Securities Act of 1933, as amended (the "Act"), including the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2008 and the Current Reports on Form 8-K of the Company dated February 10, 2009 (as to Item 8.01), March 6, 2009 and March 18, 2009 (as to Item 8.01) (such reports, collectively, the "Incorporated Documents"), each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and incorporated by reference in the registration statement (the "Registration Statement"); the Company's prospectus dated March 5, 2008 (the "Base Prospectus") as supplemented by a preliminary prospectus supplement dated March 19, 2009 (collectively, the "Preliminary Prospectus"), filed by the Company pursuant to Rule 424(b) of the rules and regulations of the Securities and Exchange Commission (the "Commission") under the Act, which, pursuant to Form S-3, incorporates by reference the Incorporated Documents, and a prospectus supplement dated March ____, 2009 (together with the Base Prospectus, the "Prospectus"), filed by the Company pursuant to Rule 424(b) of the rules and regulations of the Commission under the Act, which, pursuant to Form S-3, incorporates by reference the Incorporated Documents; and the Mortgage Indenture. We have also examined the free writing prospectus prepared by the Company and filed with the Commission on March 19, 2009 pursuant to Rule 433 of the Act (the "Final Term Sheet").

We have assumed that the agreements and instruments referred to in this opinion have been duly authorized, executed and delivered by the parties thereto. In addition, we have examined, and have relied as to matters of fact upon, the documents delivered to you at the closing (except the certificate representing the Mortgage Bonds, of which we have examined a specimen), and we have made such other and further investigations as we deemed necessary to express the opinions hereinafter set forth. As to various questions of fact relevant to the opinions set forth below, we have relied upon certificates of public officials and officers of the Company, representations of the Company in the Underwriting Agreement and other oral and written assurances by the officers or other employees of the Company. In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

In rendering the opinion set forth in numbered paragraph 8 below, we have relied as to all factual matters exclusively on a certificate, dated the date of this letter, of Terry Bassham, Executive Vice President—Finance and Strategic Development and Chief Financial Officer of the Company, and assumed that the certifications contained therein will be true and correct as of the time of the application of the proceeds of the Mortgage Bonds.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. The Registration Statement has become effective under the Act; each of the Preliminary Prospectus and the Prospectus has been filed pursuant to Rule 424(b) in accordance with Rule 424(b); the Final Term Sheet has been filed pursuant to Rule 433 in accordance with Rule 433; and, to our knowledge, no stop order suspending the effectiveness of the Registration

Statement is in effect nor are any proceedings for such purpose pending before or threatened by the Commission.

2. The Registration Statement (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph 2), as of the date of the Underwriting Agreement, and the Preliminary Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph 2), at the Initial Sale Time, and the Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph 2), as of the date of the Prospectus Supplement and as of the date hereof, appear on their face to have complied as to form in all material respects with the requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), the Act and the rules and regulations of the Commission promulgated thereunder.

3. The documents incorporated by reference in the Preliminary Prospectus and the Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom, as to which we express no opinion), at the respective times such documents were filed with the Commission, appear on their face to have complied as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder.

4. The Mortgage Indenture has been duly qualified under the Trust Indenture Act.

5. The execution, delivery and performance by the Company of the Underwriting Agreement, the Mortgage Indenture and the Mortgage Bonds and the consummation by the Company of the transactions contemplated thereby (including the issuance and sale of the Mortgage Bonds and the use of the proceeds from the sale of the Mortgage Bonds as described in the Disclosure Package and in the Prospectus under the caption "Use of Proceeds") and compliance by the Company with its obligations under the Underwriting Agreement, the Mortgage Indenture and the Mortgage Bonds do not and will not violate any current provision of New York law that in our experience and without independent investigation, is normally applicable to transactions of the type contemplated by the Underwriting Agreement and the Mortgage Indenture (provided no opinion is expressed with respect to state securities or blue sky laws).

6. No consent, approval, authorization or order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required under Applicable Laws for the execution and delivery by the Company of, or the performance of the Company's obligations under, the Underwriting Agreement or the Mortgage Indenture, or for the issue and sale of the Mortgage Bonds. As used in this paragraph 7, the term "Applicable Laws" means the laws of the State of New York and the federal laws of the United States of America that, in our experience and without independent investigation, are normally applicable to transactions of the type contemplated by the Underwriting Agreement and the Mortgage Indenture (provided that

the term “Applicable Laws” shall not include federal or state securities or blue sky laws, including, without limitation, the Act, the Exchange Act, the Trust Indenture Act and the Investment Company Act of 1940, as amended (the “Investment Company Act”), and respective rules and regulations thereunder).

7. The statements set forth in the Disclosure Package and the Prospectus under the headings “Description of General Mortgage Bonds,” and “Description of the Mortgage Bonds” (insofar as such statements purport to summarize certain provisions of the Mortgage Bonds and the Mortgage Indenture) constitute, in all material respects, accurate summaries of the matters therein described.

8. The Company is not, and after receipt of payment for the Mortgage Bonds and application of the proceeds therefrom as described in the Prospectus, will not be, required to register as an “investment company” within the meaning of the Investment Company Act.

We have not independently verified the accuracy, completeness or fairness of the statements made or included in the Registration Statement, the Disclosure Package, the Prospectus or the Incorporated Documents and take no responsibility therefor, except as and to the extent set forth in paragraph 8 above. We have not generally participated in the preparation of the Incorporated Documents; however, we have reviewed such documents. In the course of the preparation by the Company of the Registration Statement, the Disclosure Package and the Prospectus, we participated in conferences with certain officers and employees of the Company, with representatives of the Company’s independent registered public accountants, with representatives of the Underwriters and with counsel to the Underwriters. Based upon our examination of the Registration Statement, the Disclosure Package, the Prospectus and the Incorporated Documents, our investigations made in connection with the preparation of the Registration Statement, the Disclosure Package and the Prospectus and our participation in the conferences referred to above, our review of the records and documents as described above and our understanding of the U.S. federal securities laws, nothing came to our attention which gives us reason to believe (i) that any part of the Registration Statement, as of the date of the Underwriting Agreement, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) that the Disclosure Package, as of the Initial Sale Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) that the Prospectus contained, as of the date of the Underwriting Agreement, or contains, on the date hereof, any untrue statement of a material fact or omitted, as of the date of the Underwriting Agreement, or omits, on the date hereof, to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that in each case we express no opinion or belief with respect to the financial statements, financial data, statistical data and supporting schedules included or incorporated or deemed to be incorporated by reference therein or omitted therefrom.

We are members of the State Bar of New York and we do not express any opinion herein concerning any law other than the law of the State of New York and the federal law of the United States. We do not pass upon matters relating to the lien of the Mortgage Indenture on property now owned or hereafter acquired by the Company, the recordation or filing of the

Mortgage Indenture or related financing statements or the title of the Company to its properties. As to such matters, there is being furnished to you the above-mentioned opinions of Mark English, Esq.

This opinion is rendered solely to you in connection with the above matter. This opinion may not be relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent.

Very truly yours,

DEWEY & LEBOEUF LLP

ANNEX A
DISCLOSURE PACKAGE

1. The Preliminary Prospectus.
2. The Final Term Sheet.

For purposes of determining the "Disclosure Package," the information contained in the foregoing documents shall be considered together.

EXHIBIT A-2

FORM OF OPINION OF COMPANY'S GENERAL COUNSEL

March ____, 2009

BANC OF AMERICA SECURITIES LLC
BNP PARIBAS SECURITIES CORP.
J.P. MORGAN SECURITIES INC.

As Representatives of the several Underwriters

c/o Banc of America Securities LLC
One Bryant Park
New York, NY 10036

BNP Paribas Securities Corp.
787 Seventh Avenue
New York, NY 10019

and

J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017

Re: Kansas City Power & Light Company
7.15% Mortgage Bonds, Series 2009A due 2019

Ladies and Gentlemen:

I am Assistant General Counsel and Assistant Secretary of Kansas City Power & Light Company (the "Company"). I address this letter to you individually and as the representatives of the several Underwriters (the "Underwriters") named in Schedule A to the Underwriting Agreement dated March 19, 2009 (the "Underwriting Agreement") between you, as representatives of the Underwriters, and the Company, with respect to the issuance and sale pursuant thereto of \$400,000,000 aggregate principal amount of the Company's 7.15% Mortgage Bonds, Series 2009A due 2019 (the "Mortgage Bonds"). The Mortgage Bonds are being issued under and secured by the General Mortgage and Deed of Trust, dated as of December 1, 1986 between the Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (the "Trustee"), as amended and supplemented by eleven indentures supplemental thereto (such General Mortgage and Deed of Trust, as heretofore amended and supplemented, the "Base Mortgage Indenture") and as amended and supplemented by a twelfth

supplemental indenture thereto, dated as of March 1, 2009 between the Company and the Trustee (the “Twelfth Supplemental Indenture”, together with the Base Mortgage Indenture, the “Mortgage Indenture”).

As Assistant General Counsel and Assistant Secretary to the Company, I am generally acquainted with the corporate organization, history and proceedings of the Company and the circumstances surrounding the issuance of its securities from time to time, the various legislative enactments, records, documents and regulatory actions relating thereto, the Company’s bylaws, its franchises, permits, licenses, certificates, and powers and authorities under which it carries on its businesses, the nature and state of its interest in its properties and its titles and rights with respect thereto. Capitalized terms not otherwise defined herein are defined as set forth in the Underwriting Agreement.

I am familiar with the various actions, transactions and proceedings incident to the issuance of the Mortgage Bonds and the offering and sale thereof under the Underwriting Agreement. I have examined, among other things: the Underwriting Agreement, the Mortgage Indenture, a specimen of the Mortgage Bonds, the Registration Statement, the Disclosure Package and the Prospectus.

Pursuant to Section 5f(ii) of the Underwriting Agreement, this will advise you that in the opinion of the undersigned:

(a) The Company is a validly organized and existing corporation in good standing under the laws of the State of Missouri and is duly qualified as a foreign corporation to do business in the State of Kansas with corporate power and authority to own, lease and operate its properties and to conduct its business as set forth in the Disclosure Package and the Prospectus and to enter into and perform its obligations under the Underwriting Agreement.

(b) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(c) The Mortgage Indenture is in due and proper form, has been duly and validly authorized by all necessary corporate action, has been duly and validly executed and delivered, and is a valid instrument legally binding on the Company enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of mortgagees’ or other creditors’ rights generally and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law); provided, however, that certain remedial provisions of the Mortgage Indenture may not be enforceable, but such unenforceability will not render the Mortgage Indenture invalid as a whole or affect the judicial enforcement of (i) the obligation of the Company to repay the principal, together with the interest thereon, as provided in the Mortgage Bonds, (ii) the acceleration of the obligation of the Company to repay such principal, together with such interest, based upon a material default by the Company in the payment of such principal or interest or (iii) the right of the Trustee to exercise its right to foreclose under the Mortgage Indenture.

(d) The Mortgage Bonds are in due and proper form; the issue and sale of the

Mortgage Bonds by the Company in accordance with the terms of the Underwriting Agreement have been duly and validly approved by the necessary corporate action of the Company; the Mortgage Bonds have been duly authorized, executed and delivered by the Company and, when authenticated by the Trustee in accordance with the terms of the Mortgage Indenture and delivered against payment therefore pursuant to the terms of the Underwriting Agreement, will constitute legal, valid and binding obligations of the Company enforceable in accordance with their terms, secured by the lien of and entitled to the benefits provided by the Mortgage Indenture, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of mortgagees' or other creditors' rights generally and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(e) Except as to property acquired subsequent to the execution and delivery of the Twelfth Supplemental Indenture, the Company has good and sufficient title to, or a satisfactory easement in, the Mortgaged Property, as such term is defined in the Mortgage Indenture (except such property as may have been disposed of and/or released from the lien of the Mortgage Indenture in accordance with the terms thereof), subject only to (i) the lien of the Mortgage Indenture, (ii) exceptions and reservations specifically set forth therein, (iii) "Permissible Encumbrances" as therein defined, (iv) leases and minor liens of judgments not prior to the lien of the Mortgage Indenture, which, in my opinion, do not interfere with the Company's business, (v) defects, irregularities and deficiencies in titles of properties and rights-of-way which, in my opinion, do not materially impair the use of such property and rights-of-way for the purposes for which they are held by the Company and (vi) matters specified in the Disclosure Package and the Prospectus under "Description of Bonds—Security and Priority"; the description in the Mortgage Indenture of said property is adequate to constitute the mortgage lien thereon; the Mortgage Indenture, subject only to the qualifications set forth in this paragraph (e) and to such other matters as do not materially affect the security for the Mortgage Bonds, constitutes a valid, direct first mortgage lien on the Mortgaged Property, which includes substantially all of the fixed property of the Company, and the franchises and permits of the Company pertaining to the operation of said property; all property (to the extent such property constitutes Mortgaged Property) acquired by the Company after the execution and delivery of the Twelfth Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage Indenture to the extent provided therein, subject, however, to "Permissible Encumbrances," to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage Indenture by filing, recordation or otherwise.

(f) The Mortgage Indenture has been duly filed for recordation and otherwise filed, indexed or cross-indexed in such manner and in such places as is required by law in order to give constructive notice of, establish, preserve and protect the lien of the Mortgage Indenture on the Mortgaged Property, and all taxes payable to any state or subdivision thereof in connection with the execution, delivery or recordation of the Mortgage Indenture or the execution, authentication, issuance and delivery of the Mortgage Bonds and outstanding mortgage bonds have been paid.

(g) Each Subsidiary has been duly organized or formed and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own, lease and operate its properties and to conduct its business

as described in the Disclosure Package and the Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Change; except as otherwise disclosed in the Disclosure Package and the Prospectus, all of the issued and outstanding shares of capital stock owned directly or indirectly by the Company of each Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and, to the best of my knowledge, such shares of capital stock owned by the Company, are owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim; and none of the outstanding shares of capital stock of any Subsidiary was issued in violation of preemptive or similar rights of any securityholder of such Subsidiary.

(h) The order of the Missouri Public Service Commission authorizing the issuance of the Mortgage Bonds by the Company and the sale of the Mortgage Bonds as contemplated by the Underwriting Agreement has been duly entered and is still in force and effect, and no further approval, authorization, consent, certificate or order of any state or federal commission or regulatory authority is necessary with respect to the foregoing transactions (other than as may be required under securities or blue sky laws of the various states, as to which I express no opinion).

(i) The Company holds, to the extent required, valid and subsisting franchises, licenses and permits authorizing it to carry on the regulated utility businesses in which it is engaged, in the territories from which substantially all of the Company's consolidated gross operating revenue is derived, except where the failure to hold such franchises, licenses and permits would not reasonably be expected to result in a Material Adverse Change.

(j) To the best of my knowledge, there are no legal or governmental proceedings pending or threatened which are required to be disclosed in the Disclosure Package and the Prospectus, other than those disclosed therein, and all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of their property is the subject which are not described in the Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business of the Company, are, considered in the aggregate, not material to the consolidated financial condition of the Company and its subsidiaries, taken as a whole.

(k) To the best of my knowledge, the Company is not in violation of its Restated Articles of Consolidation, as amended, or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material Agreement or Instrument.

(l) The execution, delivery and performance of the Underwriting Agreement, the Mortgage Indenture and the Mortgage Bonds and the consummation of the transactions contemplated therein (including the issuance and sale of the Mortgage Bonds and the use of the proceeds received by the Company from the sale of the Mortgage Bonds as described in the Disclosure Package and the Prospectus under the caption "Use of Proceeds") and compliance by the Company with its obligations under the Underwriting Agreement, the Mortgage Indenture and the Mortgage Bonds do not and will not conflict with or constitute a breach of, or default

under, or result in the creation or imposition of any lien, charge or encumbrance (other than the lien of the Mortgage Indenture) upon any property or assets of the Company or any Subsidiary pursuant to any material Agreement or Instrument, or any law, administrative regulation or administrative or court order or decree known to me to be applicable to the Company of any court or governmental agency, authority or body or any arbitrator having jurisdiction over the Company; nor will such action result in any violation of the provisions of the Restated Articles of Consolidation, as amended, or by-laws of the Company.

(m) To the best of my knowledge, there are no contracts, indentures, mortgages, loan agreements, notes, leases or other instruments or documents required to be described or referred to in the Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement other than those described or referred to therein or filed or incorporated by reference as exhibits to the Registration Statement, the descriptions thereof or references thereto are correct in all material respects, and no default exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any Agreement or Instrument described, referred to, filed or incorporated by reference therein.

This opinion letter is limited to the laws of the States of Missouri and Kansas and the federal laws of the United States of America. This opinion letter is based on the law in effect, and the facts and circumstances existing, on the date of this letter. I assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances which may hereafter come to my attention with respect to the opinions and statements expressed above, including any changes in applicable law which may hereafter occur.

This opinion letter is being rendered and delivered solely to and for the benefit of the persons to whom it is addressed; accordingly, it may not be delivered to or relied upon by any other person, quoted or filed with any governmental authority or other regulatory agency or otherwise circulated or utilized for any other purpose without my prior written consent.

Very truly yours,

Mark G. English
Assistant General Counsel and Assistant Secretary

EXHIBIT B

Final Term Sheet

**Kansas City Power & Light Company
7.15% Mortgage Bonds, Series 2009A due 2019**

March 19, 2009

Issuer:	Kansas City Power & Light Company
Principal Amount:	\$400,000,000
Title of Securities:	7.15% Mortgage Bonds, Series 2009A due 2019
Maturity:	April 1, 2019
Coupon (Interest Rate):	7.15%
Yield to Maturity:	7.165%
Benchmark Treasury:	2.750% due February 15, 2019
Spread to Benchmark Treasury:	+460 basis points
Benchmark Treasury Yield:	2.565%
Interest Payment Dates:	Semi-annually on April 1 and October 1, commencing on October 1, 2009
Record Dates:	March 15 and September 15
Price to Public:	99.892% of the principal amount, plus accrued interest, if any, from March 24, 2009
Redemption Provision:	Callable at any time at a make-whole price of the greater of (i) 100% of the principal amount or (ii) discounted present value at Treasury Rate plus 50 basis points
Settlement Date:	March 24, 2009
CUSIP Number:	485134 BL3
Ratings:	Moody's Investor Services: A3 (Negative Outlook) Standard & Poor's Ratings Group: BBB+ (Negative Outlook)
Joint Book-Running Managers:	Banc of America Securities LLC BNP Paribas Securities Corp. J.P. Morgan Securities Inc.
Senior Co-Manager:	Mitsubishi UFJ Securities (USA), Inc.
Co-Managers:	BNY Mellon Capital Markets, LLC Wachovia Capital Markets, LLC

Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, Banc of America Securities LLC, BNP Paribas Securities Corp or J.P. Morgan Securities Inc. can arrange to send you the prospectus if you request it by calling or emailing Banc of America Securities LLC at 1-800-294-1322 or dg.prospectus_distribution@bofasecurities.com, by calling BNP Paribas Securities Corp. at 1-800-854-5674, or by calling J.P. Morgan Securities Inc., collect, at 1-212-834-4533.

TWELFTH SUPPLEMENTAL INDENTURE

KANSAS CITY POWER & LIGHT COMPANY

UMB BANK, N.A.
(FORMERLY UNITED MISSOURI BANK OF KANSAS CITY, N.A.)

DATED AS OF MARCH 1, 2009

CREATING A 7.15% MORTGAGE BOND,
SERIES 2009A DUE 2019

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

TWELFTH SUPPLEMENTAL INDENTURE, dated as of March 1, 2009, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (“Company”), and UMB 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 has heretofore executed and delivered to the Trustee, an Eighth Supplemental Indenture, dated as of December 1, 1993, creating an eighth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Ninth Supplemental Indenture, dated as of February 1, 1994, creating a ninth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Tenth Supplemental Indenture, dated as of November 1, 1994, creating a tenth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, an Eleventh Supplemental Indenture, dated as of August 15, 2005, creating an eleventh series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a twelfth series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date or dates, interest rate or rates and the form and other terms of such Mortgage Bonds;

WHEREAS, Section 15.01(c) of the Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Indenture to establish the form and other terms of such Mortgage Bonds consistent with the provisions of the Indenture; and

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 hereto and expressly made a part hereof, which property is subject to the lien of the Indenture, and the Mortgaged Property shall include, but not be limited to, the property described in Schedule A hereto.

ARTICLE I.

7.15% MORTGAGE BONDS, SERIES 2009A DUE 2019

SECTION 1. (a) There is hereby created a twelfth series of Mortgage Bonds to be issued under and secured by the Indenture, to be designated as "7.15% Mortgage Bonds, Series 2009A due 2019" of the Company ("Bonds of the Twelfth Series").

(b) The Bonds of the Twelfth Series may be issued without limitation as to aggregate principal amount except as provided in the Indenture and this Supplemental Indenture. The Bonds of the Twelfth Series shall be initially issued in the aggregate principal amount of \$400,000,000; provided that the Company may, without the consent of the Bondholders of the

Outstanding Bonds of the Twelfth Series, issue additional Bonds of the Twelfth Series, without limitation as to aggregate principal amount except as provided in the Indenture and this Supplemental Indenture, having the same ranking, interest rate, maturity and other terms of the Bonds of the Twelfth Series. Such additional Bonds shall be part of the same series as the Bonds of the Twelfth Series and fungible with the initially issued Bonds of the Twelfth Series for U.S. federal tax purposes.

(c) The Bonds of the Twelfth Series shall be registered Bonds without coupons and shall be dated as described in Section 2.03 of the Indenture except that the Bonds of the Twelfth Series initially issued shall be dated March 24, 2009. All Bonds of the Twelfth Series shall mature on April 1, 2019, subject to prior redemption pursuant to Section 2 of this Article I. All Bonds of the Twelfth Series shall be issued initially in the form of one or more global bonds to or on behalf of The Depository Trust Company (“DTC”), as depository therefore, and registered in the name of such depository or its nominee.

(d) The principal and interest on the Bonds of the Twelfth Series shall be payable in lawful money of the United States of America. The place where such principal shall be payable shall be at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust). The place where interest shall be payable shall be the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust), or by check mailed to the registered holders of Bonds of the Twelfth Series. Notwithstanding the foregoing, with respect to Bonds of the Twelfth Series in the form of one or more global bonds registered in the name of DTC or its nominee, the Company may make payments of principal of, redemption price of, and interest on such global bond pursuant to and in accordance with such arrangements as are agreed upon by the Company and the depository for the Bonds of the Twelfth Series.

(e) The rate of interest on the Bonds of the Twelfth Series shall be 7.15% per annum, payable semi-annually on April 1 and October 1 each year, commencing October 1, 2009. The first interest period for the Bonds of the Twelfth Series shall begin on March 24, 2009. Interest will accrue on the unpaid portion of the principal of the Bonds of the Twelfth 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 Bonds of the Twelfth Series until the entire principal amount of the Bonds of the Twelfth Series is paid.

(f) The Company shall have no obligation to redeem or purchase any Bonds of the Twelfth Series pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of a holder of any Bonds of the Twelfth Series.

(g) The Bonds of the Twelfth Series shall be subject to redemption as set forth in Section 2 of this Article I.

(h) So long as there is no existing default in the payment on the Bonds of the Twelfth Series, the person in whose name any Bond of the Twelfth Series is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date, notwithstanding any transfer or exchange of such Bond of the Twelfth Series subsequent to the record date and on or prior to

such interest payment date, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted interest shall be paid to the person in whose name such Bond of the Twelfth Series is registered on the date of payment of such defaulted interest.

As used in this Section 1, the term “default in the payment of interest” means failure to pay interest due on the applicable interest payment date disregarding any period of grace permitted by Section 12.02 of the Indenture, and the term “record date” with respect to each April 1 interest payment date means the March 15 immediately preceding such April 1, and with respect to each October 1 interest payment date means the September 15 immediately preceding such October 1.

SECTION 2. The Bonds of the Twelfth Series shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at the redemption prices hereinafter stated, on notice given in the manner and with the effect provided in this Section 2 and in Article IX of the Indenture.

The redemption prices of Bonds of the Twelfth Series redeemed at the option of the Company shall be equal to the greater of: (i) 100% of the principal amount of the Bonds of the Twelfth Series to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the Twelfth Series to be redeemed (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points, plus, in each case, accrued interest thereon to the date of redemption.

Notwithstanding the foregoing, so long as there is no existing default in the payment on the Bonds of the Twelfth Series, installments of interest on Bonds of the Twelfth Series that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the Bonds of the Twelfth Series and the Indenture, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted interest shall be paid to the person in whose name such Bond of the Twelfth Series is registered on the date of payment of such defaulted interest.

For purposes of this Section 2:

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the Bonds of the Twelfth Series to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Bonds of the Twelfth Series.

“Comparable Treasury Price” means, with respect to any redemption date: (i) the average of the four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Quotation Agent” means the Reference Treasury Dealer appointed by the Company.

“Reference Treasury Dealer” means (i) each of Banc of America Securities LLC, BNP Paribas Securities Corp. and J.P. Morgan Securities Inc., or their affiliates, and their respective successors, unless any of them ceases to be a primary U.S. Government securities dealer in the United States of America (“Primary Treasury Dealer”), in which case the Company will substitute therefor another Primary Treasury Dealer, and (ii) one other Primary Treasury Dealer that the Company selects.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Except as hereinafter provided, notice of redemption of Bonds of the Twelfth Series shall be mailed by or on behalf of the Company, postage prepaid, at least thirty and not more than forty days prior to such date of redemption, to the registered owners of all Bonds of the Twelfth Series to be so redeemed, at their respective addresses appearing upon the registry books. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing, whether or not the holder receives the notice. In any case, failure to give due notice by mail, or any defect in the notice, to the registered owners of any Bonds of the Twelfth Series designated for redemption as a whole or in part, shall not affect the validity of the proceedings for the redemption of any other Bond.

SECTION 3. Bonds of the Twelfth Series may be issued in denominations of \$1,000 numbered consecutively from “R1” upward and in such multiples of \$1,000 as the Company may authorize, appropriately numbered, the execution and delivery thereof to be conclusive evidence of such authorization.

The form of the Bonds of the Twelfth Series shall be substantially as follows (any of the provisions of such Bond may be set forth on the reverse side thereof):

(FORM OF BOND OF THE TWELFTH SERIES)

[For so long as this global bond is deposited with or on behalf of the Depository Trust Company, it shall bear the following legend.] This security is a global security within the meaning of the Indenture hereinafter referred to and is registered in the name of a depository or a nominee thereof. This security may not be exchanged in whole or in part for a security registered, and no transfer of this security in whole or in part may be registered, in the name of any person other than such depository or a nominee thereof, except in the limited circumstances described in the indenture or any supplement thereto.

Unless this certificate is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to Kansas City Power & Light Company or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

KANSAS CITY POWER & LIGHT COMPANY

7.15% MORTGAGE BONDS, SERIES 2009A DUE 2019

Interest Rate: 7.15% per annum

Maturity Date: April 1, 2019

Registered Holder: _____

Principal Sum \$ _____

CUSIP No. 485134 BL3

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to _____ or registered assigns, on April 1, 2019, at the principal office of the Trustee hereinafter named, in Kansas City, Missouri (or at the principal office of any successor in trust), the sum of \$ _____, and to pay interest thereon from the date hereof at the rate of 7.15% per annum, payable semi-annually as provided in the indenture hereinafter mentioned, on the first day of April and on the first day of October in each year, commencing October 1, 2009, until the Company's obligation with respect to the payment of such principal sum shall be discharged as provided in the indenture hereinafter mentioned; provided that, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, the interest payable on any April 1 will be paid to the person in whose name this Bonds was registered at the close of business on the preceding March 15, or on any October 1 will be paid to the person in whose name this Bond was registered at the close of business on the preceding September 15. The principal of and any premium or interest on this Bond of the Twelfth Series are payable in lawful money of the United States of America.

This Bond of the Twelfth 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 UMB 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 is junior; capitalized terms used in this Bond of the Twelfth 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 Twelfth Series is one of a series entitled "7.15% Mortgage Bonds, Series 2009A due 2019," created by a Twelfth Supplemental Indenture dated as of March 1, 2009, 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 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.

The Bonds of the Twelfth Series shall be redeemable, prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to the greater of: (i) 100% of the principal amount of the Bonds of the Twelfth Series to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the Twelfth Series to be redeemed (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points, plus, in each case, accrued interest thereon to the date of redemption.

Notwithstanding the foregoing, so long as there is no existing default in the payment on the Bonds of the Twelfth Series, installments of interest on Bonds of the Twelfth Series that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the Bonds of the Twelfth Series and the Indenture, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted interest shall be paid to the person in whose name such Bond of the Twelfth Series is registered on the date of payment of such defaulted interest.

For purposes of determining the redemption price:

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the Bonds of the Twelfth Series to be redeemed that would be utilized, at the time of selection

and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Bonds of the Twelfth Series.

“Comparable Treasury Price” means, with respect to any redemption date: (i) the average of the four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Quotation Agent” means the Reference Treasury Dealer appointed by the Company.

“Reference Treasury Dealer” means (i) each of Banc of America Securities LLC, BNP Paribas Securities Corp. and J.P. Morgan Securities Inc., or their affiliates, and their respective successors, unless any of them ceases to be a primary U.S. Government securities dealer in the United States of America (“Primary Treasury Dealer”), in which case the Company will substitute therefor another Primary Treasury Dealer, and (ii) one other Primary Treasury Dealer that the Company selects.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Notice of any redemption of Bonds of the Twelfth Series shall be mailed by or on behalf of the Company, postage prepaid, at least thirty and not more than forty days prior to such date of redemption, to the registered owners of all Bonds of the Twelfth Series to be so redeemed, at their respective addresses appearing upon the registry books, as more fully provided in the Indenture and said Twelfth Supplemental Indenture. Notice of redemption having been duly given, the Bonds of the Twelfth Series called for redemption shall become due any payable upon the redemption date and, if the redemption price shall have been deposited with the Trustee, interest thereon shall cease to accrue on and after the redemption date, and whenever the redemption price thereof shall have been deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made, such Bonds of the Twelfth Series shall no longer be entitled to any lien or benefit of the Indenture.

In the event that this Bond of the Twelfth Series shall not be presented for payment when the principal hereof becomes due, either at maturity or otherwise, and the Company shall have on deposit with the Trustee in trust for the purpose, on the date when this Bond of the Twelfth Series is due, funds sufficient to pay the principal of this Bond of the Twelfth Series, together with all interest due hereon to the date of maturity of this Bond of the Twelfth Series, for the use and benefit of the Registered Owner hereof, then all liability of the Company to the Registered Holder of this Bond of the Twelfth 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 Twelfth 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 Twelfth 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 Twelfth Series is transferable by the Registered Holder hereof in person or by an attorney duly authorized in writing, 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 Twelfth Series, and upon any such transfer a new registered Bond of the Twelfth Series without coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor and Bonds of this series may, at the option of the Registered Holder and upon surrender at said office of the Trustee (or any successor in trust), or at said office or agency of the Company, be exchanged for registered Bonds of this series of the same aggregate principal amount of other authorized denominations, all without service charge (except for any stamp tax or other governmental charge).

The Company and the Trustee may deem and treat the person in whose name this Bond of the Twelfth 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 Twelfth 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 Twelfth 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 Twelfth 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 Twelfth Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board, Chief Executive Officer, President or a Vice President, 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

By _____
Authorized Signature

Dated:

Attest:

Secretary or Assistant Secretary

The form of Trustee's certificate to appear on all Bonds of the Twelfth Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Twelfth Series is one of the Bonds of the series designated therein, described in the within-mentioned Indenture and Twelfth Supplemental Indenture.

UMB BANK, N.A.,
as Trustee.

By _____
Authorized Signature

SECTION 4. Bonds of the Twelfth Series shall be exchangeable upon surrender thereof at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust) for registered Bonds without coupons of the same aggregate principal amount but of different authorized denomination or denominations, such exchanges to be made without service charge (except for any stamp tax or other governmental charge).

SECTION 5. Until Bonds of the Twelfth Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver in lieu thereof, Bonds of the Twelfth Series in temporary form as provided in Section 2.08 of the Indenture.

SECTION 6. Definitive Bonds of the Twelfth Series may be in the form of fully engraved Bonds or Bonds printed or lithographed with steel engraved borders.

ARTICLE II.

ISSUE OF BONDS OF THE TWELFTH SERIES

SECTION 1. The Bonds of the Twelfth Series may be executed, authenticated and delivered from time to time 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 Bonds of the Twelfth Series issued and to be issued under and 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 Bonds of the Twelfth 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.

SECTION 6. In case any provision in this Supplemental Indenture or the Bonds of the Twelfth Series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 7. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board, President 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 UMB 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/ Terry Bassham
Terry Bassham
Executive Vice President – Finance and
Strategic Development and Chief Financial
Officer

[Seal]

Attest:

/s/ Mark G. English
Mark G. English
Assistant Secretary

UMB BANK, N.A.

By /s/ Anthony P. Hawkins
Anthony P. Hawkins
Vice President

[Seal]

Attest:

/s/ Jason E. McConnell
Secretary or Assistant Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of March, 2009, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Terry Bassham, to me personally known, who, being by me duly sworn, did say that he is Executive Vice President – Finance and Strategic Development 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 Terry Bassham acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

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/ Renee Ray
Notary Public

My commission expires: 8/30/2010

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of March, 2009, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Anthony P. Hawkins, to me personally known, who, being by me duly sworn, did say that he is Vice President of UMB 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 Anthony P. Hawkins acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

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/ Della Jones
Notary Public

My commission expires: 2/21/2011

REAL ESTATE IN KANSAS

All of the following described real estate of the Company situated in the State of Kansas:

1. COFFEY COUNTY

A. Wolf Creek Generating Station

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 Southeast 1/4 of the Southwest 1/4 of Section 35, Township 20 South, Range 15 East, and a tract beginning at the Northwest corner of the South 1/2 of the Southeast Quarter of Section 35, Township 20 South, Range 15 East; thence South 89 degrees, 53 minutes, 38 seconds. East, 410.00 feet along the North line of the South one-half of said quarter section; thence South 00 degrees, 38 minutes, 42 seconds. West, 400.00 feet parallel with the West line of said quarter section; thence South 46 degrees, 16 minutes, 17 seconds. West, 148.58 feet; thence North 89 degrees, 53 minutes, 38 seconds. West, 303.79 feet to a point on the West line of said quarter section; thence North 00 degrees, 38 minutes, 42 seconds. East, 502.91 feet to the Point of Beginning.

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.

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

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, the northeast quarter of the southwest 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 North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Thirty-six (36), Township Twenty (20), Range Fifteen (15), less the following tract: Beginning at the Northwest corner of Section Thirty-six (36), thence at a bearing of S 88 degrees 34' 04" E for a distance of 797.8 feet, thence at a bearing of S 1 degree 31' 34" W for a distance of 520 feet, thence at a bearing of S 44 degrees 18' 24" E for a distance of 1,142.2 feet to a point on the South line of said North Half of the Northwest Quarter (N 1/2 NW 1/4) which point is 1,020 feet westerly of the Southeast corner of said North Half of the Northwest Quarter (N 1/2 NW 1/4), thence at a bearing of N 88 degrees 40' 03" W for a distance of 1,620.0 feet to the Southwest corner of said North Half of the Northwest Quarter (N 1/2 NW 1/4), thence at a bearing of N 1 degree 34' 00" E for a distance of 1,320 feet to the beginning.

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 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.

2. FORD COUNTY AND HODGEMAN COUNTY

A. Spearville Wind Energy Facility

That part of the Northeast Quarter of Section 20, Township 25 South, Range 22 West of the 6th Principal Meridian, Ford County, Kansas, described as follows:

Commencing at the Northeast corner of said Section 20; thence on the assumed bearing basis of South 01 degrees 01' 30" West, along the East line of said Northeast Quarter for a distance of 471.00 feet to the point of beginning of the tract to be described; thence continuing on said bearing South 01 degrees 01'30" West along said East line, for a distance of 992.79 Feet to the Northeast corner of a tract originally conveyed in Deed Book 174 at Pages 195-196 of the Ford County Register of Deeds records; thence on a bearing of South 89 degrees 36'32" West, along the north line of said tract for a distance of 490.70 feet; thence on a bearing of North 01 degrees 01'30" East for a distance of 983.92 feet; thence on a bearing of North 88 degrees 34'24" East, along a line that is 2 feet South of the South fence of the Silent Land Cemetery, for a distance of 491.00 feet to the Point of Beginning. Containing 11.13 Acres inclusive of County Road Right-of-Way, subject to an ingress, egress and utility easement across the North 50 feet of the above described tract.

Such rights of the Company in and to easement upon the following tracts:

Tract 1:

NTS 05333291

Helen A. Asher, Trustee of the "Asher-Family Living Trust dated November 9, 2002

Tract 2:

NTS 05333293

Joan Brock

Tract 3:

NTS 05333294

Crustbuster, Inc. a/k/a CrustBuster, Inc. a/k/a Crust Buster, Inc.

Tract 4:

NTS 05333301

Timothy J. Durler

Tract 5:

NTS 05333303

Kermit and Nina Froetschner

Tract 6:

NTS 05333304

Darlene V. Gleason, Lift Estate; Joseph M. Gleason, James J. Gleason, Patrick T. Gleason, Philip D. Gleason, Steven G. Gleason, Richard R. Gleason, and Roger R. Gleason, Darlene Gleason

Tract 7:

NTS 05333312

Cecil and Hazel Herron, Trustees of the Cecil and Hazel Herron Trust, dated August 19, 2002

Tract 8:

NTS 05333313

Alan and Julie Hines

Tract 9:

NTS 05333316

Marian Holt Living Trust

Tract 10:

NTS 05333325

Anthony J. Mages

Tract 11:

NTS 05333328

Leroy and Bernice T. Mages Revocable Trust — 1/2 interest

Kevin Mages — 1/2 interest

Tract 12:

NTS 05333329

Marvin M. McMillan, Saundra Sue Duckworth and Alan D. McMillan, as tenants in common

Tract 13:

NTS 05333330

Kenneth J. and Diana L. Nau

Tract 14:

NTS 05333351

Leland G. Stein and Annette Stein, as tenants in common

Tract 15:

NTS 05333361

Louise VanNahmen, as Trustee of the Sylvester and Louise VanNahmen Trust, under agreement dated January 21, 2003

Tract 16:

NTS 05333362

C. Edward Weilepp Revocable Trust

Tract 17:

NTS 05333381

Michael L. Alexander and Patricia J. Berglund

Tract 18:
NTS 05333382
Amy Leigh Asher

Tract 19:
NTS 05333385
George Bruce Deck as Trustee of The Bruce Deck Revocable Living Trust dated June 1, 1998

Tract 20:
NTS 05333389
Sharyl Lynn Thompson

3. JOHNSON COUNTY

A. Southland Service Center

The Northeast Quarter of Section 7, Township 15, Range 25, in Johnson County, Kansas, EXCEPT: the North 220.5 feet of the East 639 feet thereof, AND EXCEPT those parts in street.

B. Johnson County Service Center

TRACT I:

A tract of land in the Southwest Quarter of Section 8, Township 13, Range 24 in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 8; thence North 87 degrees 59 minutes 26 seconds East, along the North line of said; Southwest Quarter, a distance of 1420.67 feet; thence South 02 degrees 22 minutes 54 seconds East, a distance of 640.66 feet, to a point on the South right-of-way line of 108th Street, as now established, and to the point of beginning; thence Easterly, along said Southerly right-of-way line, and along a curve to the right, having a radius of 970.00 feet, a central angle of 14 degrees 26 minutes 32 seconds, and whose initial tangent bearing is North 73 degrees 32 minutes 54 seconds East, a distance of 244.51 feet, to a point of tangency; thence North 87 degrees 59 minutes 26 seconds East, continuing along said Southerly right-of-way line, a distance of 683.09 feet; thence South 02 degrees 13 minutes 25 seconds East, departing said Southerly right-of-way line, a distance of 591.18 feet (measured), 591.06 feet (deed); thence North 85 degrees 47 minutes 55 seconds West, a distance of 36.36 feet; thence North 80 degrees 19 minutes 42 seconds West, a distance of 524.68 feet; thence South 69 degrees 57 minutes 15 seconds West, a distance of 323.32 feet; thence South 54 degrees 10 minutes 20 seconds West, a distance of 12.10 feet; thence North 30 degrees 49 minutes 11 seconds West, a distance of 193.50 feet; thence North 06 degrees 09 minutes 30 seconds East, a distance of 65.22 feet; thence Westerly, along a curve to the right, having a radius of 163.70 feet, a central angle of 05 degrees 15 minutes 27 seconds, and whose initial tangent bearing is North 83 degrees 50 minutes 30 seconds West, a distance of 15.02 feet; thence South 06 degrees 09 minutes 30 seconds West, a distance of 65.53 feet; thence South 59 degrees 10 minutes 49 seconds West, a distance of 184.25 feet; thence North 30 degrees 49 minutes 11 seconds West, a distance of 344.55 feet (measured), 344.05 feet (deed), to a point on the Southerly right-of-way line of said 108th Street; thence North 59 degrees 10 minutes 49 seconds East, along said Southerly right-of-way line, a distance of 171.44 feet, to a point of curvature; thence Easterly, continuing along said Southerly right-of-way line, and along a curve to the right, having a radius of 970.00 feet, and a central angle of 14 degrees 22 minutes 05 seconds, a distance of 243.25 feet, to a point of beginning, except that part in road.

TRACT II:

A tract of land, located in and being a part of the Southwest Quarter of Section 8, Township 13, Range 24, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 8; thence North 87 degrees 59 minutes 26 seconds East, along the North line of said Southeast Quarter, a distance of 1420.67 feet; thence South 02 degrees 22 minutes 54 seconds East, a distance of 1094.55 feet; thence North 30 degrees 49 minutes 11 seconds West a distance of 117.92 feet to the True Point of Beginning; thence North 06 degrees 09 minutes 30 seconds East a distance of 65.22 feet; thence Westerly, along a curve to the left having a radius of 163.70 feet, a central angle of 05 degrees 15 minutes 27

seconds and whose initial tangent bearing North 83 degrees 50 minutes 30 seconds West a distance of 15.02 feet; thence South 06 degrees 09 minutes 30 seconds West a distance of 65.33 feet; thence North 59 degrees 10 minutes 49 seconds East a distance of 11.75 feet; thence South 30 degrees 49 minutes 11 seconds East a distance of 9.32 feet to the point of beginning.

C. West Gardner Substation and Combustion Turbines

TRACT I:

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.

AND EXCEPT Beginning on the West line of the Southeast Quarter of Section 32, Township 14, Range 22, at a point 397.50 feet South of the Northwest corner thereof; thence South along said West line a distance of 48 feet; thence South 89 degrees 55 minutes 45 seconds East a distance of 218 feet; thence North 0 degrees 36 minutes 41 seconds West a distance of 48 feet; thence North 89 degrees 55 minutes 45 seconds West a distance of 218 feet, to the point of beginning, except that part of subject property described as and being apart of the North 27 rods (445.5 feet) of the West 12 rods (198 feet) thereof.

AND EXCEPT Beginning on the North line of the Southeast Quarter of Section 32, Township 14, Range 22, Johnson County, Kansas, at a point 198 feet East of the West line of said Section; thence South 89 degrees 55 minutes 45 seconds East along said North line a distance of 24 feet; thence South 00 degrees 36 minutes 41 seconds East a distance of 397.50 feet; thence North 89 degrees 55 minutes 45 seconds West a distance of 24 feet; thence North 00 degrees 36 minutes 41 seconds West, a distance of 397.50 feet to the point of beginning.

TRACT II:

The part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 14 South, Range 22 East, of the 6th P.M., in Johnson County, Kansas, lying West of the existing fence line and more particularly described as follows: Commencing at the West Quarter corner of Section 33, Township 14 South, Range 22 East; thence South 00 degrees 02 minutes 04 seconds East, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 196.00 feet to the point of beginning; thence following the existing fence line, the following 14 courses; thence South 21 degrees 51 minutes 03 seconds East, 21.55 feet; thence South 85 degrees 47 minutes 21 seconds East 29.69 feet; thence South 15 degrees 17 minutes 19 seconds East 91.21 feet; thence South 06 degrees 50 minutes 34 seconds East 67.48 feet; thence South 00 degrees 46 minutes 13 seconds West 71.41 feet; thence South 03 degrees 34 minutes 03 minutes East 48.69 feet; thence South 02 degrees 48 minutes 19 seconds West 20.02 feet; thence South 06 degrees 33 minutes 37 seconds West 26.17 feet; thence South 15 degrees 54 minutes 27 seconds West 14.55 feet; thence South 09 degrees 33 minutes 34 seconds West 213.65 feet; thence South 00 degrees 30 minutes 16 seconds East 244.21 feet; thence South 00 degrees 23 minutes 41 seconds West 133.50 feet; thence South 00 degrees 45 minutes 37 seconds West 159.01 feet; thence South 14 degrees 08 minutes 19 seconds West 28.61 feet, to the South line of the Northwest Quarter of the Southwest Quarter of Section 33; thence North 89 degrees 20 minutes 57 seconds West, along that South line, a distance of 19.79 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 33; thence North 00 degrees 02 minutes 04 seconds West, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 1132.06 feet to the point of beginning.

4. LINN COUNTY AND MIAMI COUNTY

A. Paola Service Center

All of Block Forty-Two (42) in the City of Paola, Miami County, Kansas, including vacated alley.

Lots One (1), Two (2), Three (3), Four (4) and Five (5), in Block Forty-One (41) in the City of Paola, Miami County, Kansas, as shown on the recorded plat thereof.

Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Forty-One (41) in the City of Paola, Miami County, Kansas; and Also commencing at the Southeast corner of Block 41, in the City of Paola, Miami County, Kansas, thence in a Southwesterly direction along the West line of Silver Street 39 feet, thence West 275 feet, thence in a Northeasterly direction 39 feet to the Southwest corner of Block 41, thence East along the South line thereof to the place of beginning, all in the City of Paola, Miami County, Kansas.

B. La Cygne Generating Station

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 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 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 $4^{\circ} 0'$ East 135 rods, thence North $26^{\circ} 00'$ East 58.5 rods, thence North $79^{\circ} 00'$ East 98 rods, thence North 28.43 rods, thence East 60.33 rods, thence South 13.19 rods, thence South $36^{\circ} 00'$ 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 $49^{\circ} 00'$ East 34.48 rods, thence South $26^{\circ} 00'$ 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", then 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

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.

EXCEPT those parts thereof more particularly described below:

(a) A tract of land in the Southwest Quarter of Section 5, Township 20 South, Range 25 East of the 6th P.M., described as follows: COMMENCING at the Northwest corner of said Quarter Section; thence on an assumed bearing of South 02 degrees 32 minutes 22 seconds East, 306.355 meters (1005.10 feet) along the West line of said Quarter Section to the North line of a tract of land as described in deed recorded in Book 217 of Records at Page 485, in the Register of Deeds Office, Linn County, Kansas and the POINT OF BEGINNING; FIRST COURSE, thence continuing South 02 degrees 32 minutes 22 seconds East, 73.245 meters (240.30 feet) along said West line to the South line of said tract of land; SECOND COURSE, thence South 89 degrees 39 minutes 12 seconds East, 82.605 meters (271.01 feet) along said South line; THIRD COURSE, thence North 17 degrees 20 minutes 15 seconds West, 76.780 meters (251.90 feet) to said North line of a tract of land; FOURTH COURSE, thence North 89 degrees 39 minutes 12 seconds West, of 62.969 meters (206.69 feet) along said North line to the POINT OF BEGINNING; and

(b) A tract of land in the Northeast Quarter of the Southeast Quarter of Section 6, Township 20 South, Range 25 East of the 6th P.M., described as follows: COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 02 degrees 32 minutes 22 seconds East, 306.401 meters (1005.25 feet) along the East line of said Quarter Section to the North line of a tract of land as described in deed recorded in Book 217 of Records at Page 485, in the Register of Deeds Office, Linn County, Kansas and the POINT OF BEGINNING; FIRST COURSE, thence continuing South 02 degrees 32 minutes 22 seconds East, 98.515 meters (323.21 feet) along said East line to the South line of said tract of land; SECOND COURSE, thence South 87 degrees 28 minutes 52 seconds West, 63.337 meters (207.80 feet) along said South line; THIRD COURSE, thence North 15 degrees 06 minutes 36 seconds West, 82.926 meters (272.07 feet); FOURTH COURSE, thence North 17 degrees 30 minutes 30 seconds West, 18.157 meters (59.57 feet) to said North line of a tract of land; FIFTH COURSE, thence North 87 degrees 27 minutes 08 seconds East, 86.075 meters (282.40 feet) along said North line to the POINT OF BEGINNING.

C. Osawatomie Combustion Turbines

A tract of land located in and being a part of the Northeast Quarter of Section 31, Township 17, Range 23, Miami County, Kansas more particularly described as follows: Commencing at the Northeast corner of said Quarter Section; thence South 02 degrees 48 minutes 42 seconds East along the East line of said Quarter Section a distance of 695.02 feet, (695.07 feet Deed); thence South 87 degrees 39 minutes 33 seconds West, parallel with the North line of said Quarter Section a distance of 40.00 feet to the point of intersection with the West right of way line of Loan Star Road, as now established, and the true point of beginning; thence South 02 degrees 48 minutes 42 seconds East along said right of way and parallel with the East line of said Quarter Section a distance of 1,062.55 feet; thence South 75 degrees 51 minutes 49 seconds West a distance of 1,464.75 feet to the point of intersection with the Easterly right of way line of the Missouri, Kansas and Texas Railroad; thence North 07 degrees 34 minutes 29 seconds East along said Easterly right of way a distance of 1,382.59 feet, to a point 695.00 feet South of, as measured at right angles from the North line of said Quarter Section; thence North 87 degrees 39 minutes 33 seconds East, parallel with the North line of said Quarter Section a distance of 1,187.01 feet to the point of beginning, except that part in public roads.

REAL ESTATE IN MISSOURI

All of the following described real estate of the Company situated in the State of Missouri:

1. HENRY COUNTY

A. Montrose Generating Station

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° 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 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 end 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 North to the northeast 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 for 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.

ALSO, pursuant to Special Warranty Deed from Henry County to Kansas City Power & Light Company, dated May 27, 1997, recorded in Book 613, Page 1900 of the Henry County Records, the following property:

A tract of land in the East half of Section 29; Township 41, Range 27, Henry County, Missouri described as commencing at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 29; Thence S 01°52'51" W along the East line of the Southeast quarter of said Section 29 a distance of 28.70 feet; Thence N 88°16'35" W a distance of 1.06 feet to the Point of Beginning said point being on the South Right-of-Way line of County Road S.W. 350; Thence N 88°16'35" W along the old Right-of Way line of said County Road a distance of 1252.06 feet to a curve said curve having a radius of 2280.91 feet and a chord bearing of N 87°14'52" E; Thence along said curve a distance of 354.63 feet to a curve having a radius of 40933.26 feet and a chord bearing of S 87°57'26" E; Thence along said curve a distance of 493.83 feet to a curve having a radius of 3083.67 feet and a chord bearing of S 84°29'00" E; Thence along said curve a distance of 246.03 feet to a curve having a radius of 17693.99 feet and a chord bearing of S 85°11'24" E; Thence along said curve a distance of 160.22 feet to the Point of Beginning.
(Containing 0.57 acres.)

LESS AND EXCEPT, pursuant to Special Warranty Deed from Kansas City Power & Light Company to Henry County, dated July 14, 1997, recorded in Book 613, Page 1897 of the Henry County Records, the following property:

A tract of land in the East half of Section 29, Township 41, Range 27, Henry County, Missouri described as commencing at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 29; Thence N 01°52'51" E along the East line of said Section 29 a distance of 11.30 feet to the Point of Beginning (said point being on the North Right-of-Way line of said County Road S.W. 350); Thence N 88°16'35" W along the old Right-of-Way line of said County Road a distance of 1256.34 feet to a curve having a radius of 2320.91 feet and a chord bearing of N 87°17'11" E; Thence along said curve a distance of 357.71 feet to a curve having a radius of 40973.26 feet and a chord bearing of S 87°57'26" E; Thence along said curve a distance of 494.31 feet to a curve having a radius of 3123.67 feet and a chord bearing of S 84°29'30" E; Thence along said curve a distance of 248.08 feet to a curve having a radius of 17733.99 feet and a chord bearing of S 85°11'24" E; Thence along said curve a distance of 158.29 feet to the Point of Beginning.
(Containing 0.57 acres.)

ALSO, pursuant to Quit Claim Deed from Peabody Coal Company to Kansas City Power & Light Company dated July 27, 1987, recorded in Book 569, Page 250 of the Henry County Records, the following property:

TRACT #1 (062-321)

The South one hundred twenty-five (125) feet of the Southwest quarter of the Southeast quarter all in Section Twenty-Five (25), Township Forty-one (41), Range Twenty-eight (28), containing 3.78 acres, more or less; also

TRACT #2 (062-321)

A triangular tract described as commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of Section Thirty-six (36), Township Forty-one (41), Range Twenty-eight (28), thence southerly along the East line of said Northwest quarter of the Northeast quarter for a distance of One hundred (100) feet, thence Northwesterly four hundred twelve (412) feet more or less to a point on the north line of said Northwest quarter of the Northeast quarter, thence Easterly Four hundred (400) feet, more or less to the point of beginning, and containing 0.46 acres, more or less, also

TRACT #3 (062-287(7)).

A parcel of land in Section 36, Township 41 North, Range 26 West, being the North 100 feet of the East Half of the Northeast Quarter of said Section 36, containing 3.07 acres, more or less.

TRACT #5, #6, #7 (062-287(5)).

Three parcels of land in Sections 30 and 31, Township 41 North, Range 27 West, as follows:

Tract A: A triangular area in the Southwest fractional quarter of said Section 30, beginning at the Southeast corner of said fractional quarter, thence westerly along the South line thereof 300 feet; thence northeasterly 306 feet more or less, to a point in the East line of said fractional quarter; thence South 60 feet to point of beginning, containing 0.21 acres, more or less.

Tract B: The North 100 feet of Lots 1 and 2 of the Northwest Quarter of said Section 31, containing 6.65 acres, more or less.

Tract C: A strip of land 100 feet in width in Lot 2 of the Northwest Quarter of said Section 31, being 50 feet wide on each side of the following described center line; Beginning at a point 100 feet South and 550 Feet East of the Northwest corner of Section 31, said point being in the South line of above described tract B and in the channel of Camp Creek; thence Southeasterly 275 feet to a point in said channel 373.5 feet south and 560.4 feet east of said northwest corner of Section 31, containing 0.63 acres, more or less, Tract C being solely for the purpose of permitting change in the channel of said Camp Creek. Being the same land conveyed to Missouri-Kansas-Texas Railroad Company by instrument dated May 27, 1952, from Monroe Theodore Matter, single, filed for record in Volume 289, page 508, Deed Records of Henry County, Missouri.

TRACT #8 (062-287(3)).

A parcel of land in Section 30, Township 41 North, Range 27 West, being the South 100 feet of the West Half of the Southeast Quarter of Section 30, containing 3.03 acres, more or less, being the same land conveyed to Missouri-Kansas-Texas Railroad Company by instrument dated May 13, 1952, from Raynard Gross and wife, filed for record in Volume 289, page 510, Deed Records of Henry County, Missouri.

TRACT #9 (062-287(4)).

A strip of land being 40 feet in width lying immediately north of a tract described as the South 100 feet of the West half of the Southeast Quarter of Section 30, Township 41 North, Range 27 West, containing 1.21 acres, more or less, being the same land conveyed to Missouri-Kansas-Texas Railroad Company by instrument dated July 2, 1952, from Raynard Gross and wife, filed for record in Volume 289, page 502, Deed Records of Henry County, Missouri.

TRACT #10 (062-287(2)).

A parcel of land in Sections 29 and 30, Township 41 North, Range 27 West, being the South 100 feet of the Southwest Quarter of Section 29 and the South 100 feet of the East Half of the Southeast Quarter of Section 30, containing 9.14 acres, more or less, being the same land conveyed to Missouri-Kansas-Texas Railroad Company by instrument dated May 28, 1952, from Willie L. Hays and wife, filed for record in Volume 289, page 509, Deed Records of Henry County, Missouri.

TRACT #13 (062-287(12)).

All of said Railroad Company's I.C.C. No. 375 Lead Track right of way over, through and across a portion of the Southwest 1/4 of the southeast 1/4 of Section 29, T-41-N, R-27-W, being more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of said Section 29, said point being the Southwest corner of a 100 feet wide easement granted to said Railroad Company by Paul S. Steele & wife, Ethel, by deed dated July 2, 1952, and recorded in Book 289, Page 503, Henry County, Missouri, deed records;

Thence north along the west line of said southeast 1/4 of Section 29, 100 feet to a point;

Thence east, parallel with and 100 feet north of the south line of said Section 29, 763.4 feet, more or less, to a point;

Thence South 79 degrees 58 minutes West, parallel with and 60 feet southeasterly from the center line of said Railroad Company's relocated lead track, 574 feet, more or less, to a point in said south line of Section 29;

Thence west along said south line of Section 29, 198.23 feet to the point of beginning. Containing an area of 1.10 acres, more or less.

TRACT #14 (062-287(1))

A parcel of land situated in the Southeast Quarter of Section 29, T-41-N, R-27-W, and being more particularly described as follows:

Commencing at a point on the east line of the Southwest 1/4 of Section 28, T-41-N, R-27-W and the north right of way line of the spur track of the Missouri-Kansas-Texas Railroad Company, 150 feet north of the Southeast corner of said Southwest 1/4;

Thence west with said north right of way line, 241.9 feet, more or less, to a point distant 50 feet, measured southwesterly at right angles, from the centerline of the relocated spur track of said Railroad Company;

Thence north 68 degrees 02 minutes west, parallel with and 50 feet southwesterly from the centerline of said relocated track, 1132.3 feet to a point of curve to the left;

Thence continuing parallel with and 50 feet from the centerline, by arc of curve to the left, having a radius of 714.49 feet, 399 feet to a point of tangent;

Thence South 79 degrees 58 minutes West, parallel with and 50 feet southeasterly from said centerline, 815.4 feet to a point;

Thence South 10 degrees 02 minutes East, 30 feet to a point;

Thence South 79 degrees 58 minutes West, parallel with and 80 feet southeasterly from said centerline 300 feet, to the point of beginning, said point being channing station 125+00;

Thence continuing along last described course parallel with and 80 feet southeasterly from the centerline of said main track, a distance of 800 feet to a corner;

Thence at right angles North 10 degrees 02 minutes West, 20 feet to a corner;

Thence at right angles South 79 degrees 58 minutes West, parallel with and 60 feet distant from said centerline of track, 987.1 feet, more or less, to a point that is distant 100 feet north of the South line of Section 29, T-41-N, R-27-W, said point also being an intersection with the northerly line of old right of way of abandoned spur track;

Thence West parallel with and 100 feet north of the South line of said Section 29, along old north right of way line a distance of 688.8 feet, more or less, to an intersection with a line parallel with and 60 feet distant northerly at right angles from the center line of said relocated track produced;

Thence North 79 degrees 58 minutes East, parallel with and 60 feet distant from said centerline of relocated track, 1665.4 feet to a corner;

Thence at right angles North 10 degrees 02 minutes West, 20 feet to a corner;

Thence North 79 degrees 58 minutes East, parallel with and 80 feet distant from said centerline of relocated track 800 feet to a point, said point being chaining station 125+00;

Thence South 10 degrees 02 minutes East, crossing at station 125+00, a distance of 160 feet to the point of beginning, containing 6.59 acres, more or less.

All of the above property being in Henry County, Missouri.

2. JACKSON COUNTY

A. Northeast Combustion Turbines

TRACT I:

A tract of land lying in part of Lots 65, 66, 67 and 68, in the Plat of Subdivision of Lands of Joseph Guinotte in the South Fractional One-Half of Section 28, Township 50 North, Range 33 West and the North Fractional One-Half of Section 33, Township 50 North, Range 33 West, in Kansas City, Jackson County, Missouri, more particularly described as follows:

Commencing at a point in the North line of Nicholson Avenue in Kansas City, Missouri, sixty (60) feet Southwesterly of the intersection of said North line of Nicholson Avenue with the West line of Lot Sixty-four (64) in the Subdivision of Lands of Joseph Guinotte, adjoining the City of Kansas; thence Northwesterly parallel to and sixty (60) feet distant from said West line to said Lot Sixty-four (64), a distance of four hundred and ninety (490) feet to the Point of Beginning of the tract of land; thence continuing the last described course, five hundred and sixteen (516) feet, more or less, to a point, said point being one hundred (100) feet distant Southerly measured perpendicularly from the United States Harbor Line, as established by the survey of 1904; thence Southwesterly parallel with and one hundred (100) feet distant from said Harbor Line one thousand seven hundred (1700) feet to a point; thence Southeasterly making an angle of ninety (90) degrees with the last described course, six hundred (600) feet to a point; thence Northeasterly making an angle of ninety (90) degrees with the last described course one thousand five hundred and forty-three (1543) feet more or less, to a point four hundred ninety (490) feet measured at right angles from the Northerly line of Nicholson Avenue; thence Northeasterly parallel with said Nicholson Avenue and four hundred and ninety (490) feet from the Northerly line thereof three hundred and forty-four (344) feet, more or less, to the point of Beginning.

TRACT II:

A tract of land lying in parts of Lots Sixty-five (65), Sixty-six (66), Sixty-seven (67) and Sixty-eight (68) in the Plat of Subdivision of Lands of Joseph Guinotte adjoining the City of Kansas City in the South Fractional One-Half of Section Twenty-eight (28), Township Fifty (50) North, Range Thirty-three (33) West and parts of Lots Fifty-one (51), Fifty-two (52) and Fifty-three (53), if any in Hurck's Subdivision of the Guinotte Bluff in the North Fractional One-half of Section Thirty-three (33), Township Fifty (50) North, Range Thirty-three (33) West, in Kansas City, Jackson County, Missouri, more particularly described as follows:

Commencing at a point on the Northerly line of Nicholson Avenue in Kansas City, Missouri, Sixty (60) feet Southwesterly from the intersection of said Northerly line of Nicholson Avenue with the Westerly line of Lot Sixty-four (64) in the Subdivision of Lands of Joseph Guinotte; thence Northwesterly parallel with and Sixty (60) feet distant from the Westerly line of said Lot Sixty-four (64) a distance of Four Hundred Fifty (450) 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 Forty (40) feet, said point being the Southeasterly property corner of the Kansas City Power and Light Company; thence in a Southwesterly direction making an angle of Ninety (90) degrees to last described course, on

the Southerly property line of the Kansas City Power and Light Company a distance of Three Hundred Forty-two and ninety-five Hundredths (342.95) feet; thence in a Southwesterly direction making an angle of Nineteen (19) degrees, two (2) minutes, five (5) seconds, to the right from the last described course produced, and on the Southerly property line of the Kansas City Power and Light Company a distance of Fifteen Hundred Forty-four and Twenty-two Hundredths (1544.22) feet, to a point at the Southwesterly property corner of said Kansas City Power and Light Company; thence in a Southeasterly direction making an angle of Ninety (90) degrees, to last described course a distance of Four Hundred Ninety-eight and Twenty-six Hundredths (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 Kansas City Southern Railroad Company on a curve concave Northwesterly having a radius of Fifty-six Hundred Ten and Sixty-five Hundredths (5610.65) feet and a central angle of Nine (9) degrees, Thirteen (13) minutes, and Forty-three (43) seconds, a distance of Nine Hundred Three and Forty-nine Hundredths (903.49) feet, to a point Four Hundred Fifty (450) 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 Four Hundred Fifty (450) feet distant Northerly from the Northerly line of Nicholson Avenue a distance of Ten Hundred Sixty-five and Forty-four Hundredths (1065.44) feet to point of beginning.

B. Hawthorn Generating Station

TRACT I:

All that part of Lots 1 through 16, inclusive, HAWTHORN PLANTSITE ADDITION, a subdivision in Kansas City, Jackson County, Missouri, being a part of Section 19, 20, 29 and 30, Township 50, Range 32, consisting of partly of accreted and or relicted lands; EXCEPT that part of Lot 9, of said subdivision sold to Conservation Chemical Company under Quit Claim Deed dated November 2, 1959 and filed as Document No. 744620 in Book 1384 at Page 220, said excepted tract of land is located in the Northwest Quarter of Section 29, Township 50, Range 32, Kansas City, Jackson County, Missouri, that lies between the river side of the existing levee and the southerly bank of the Missouri River and northwesterly of the projection of the southeasterly line of the land owned by Kansas City Power & Light Company, being more particularly described as follows: Beginning at the southwest corner of the northwest quarter of Section 29, Township 50, Range 32, Kansas City, Jackson County, Missouri; thence East along the south line of the said northwest quarter section a distance of 375 feet; thence left in a northeast direction at an angle of 44 degrees 13 minutes, 30 seconds for the last described course a distance of 665.35 feet to the point of beginning of this excepted tract; the said point of beginning being a point in the northeasterly line of the right of way of the Missouri River Levee and on the southeasterly line of the land owned by Kansas City Power & Light Company, thence continuing on a line tangent to the last described course along the projection of the southeasterly line of the land owned by Kansas City Power & Light Company, a distance of 792 feet; thence 81 degrees 25 minutes left from the last described course a distance of 330 feet; thence 98 degrees 35 minutes left from the last described course a distance of 792 feet to a point in the northeasterly right of way line of the Missouri River Levee; thence southeasterly along the said levee right of way line to the point of beginning; AND EXCEPT that part sold to Craig Outdoor Advertising, Inc., a Missouri corporation, under Warranty Deed filed January 8, 2008 as Document No. 2008E0002596 being a tract of land located in and being a part of Block 2, HAWTHORN PLANTSITE ADDITION, a subdivision of land in and being a part of the Southwest Quarter of Section 30, Township 50, Range 32, Kansas City, Jackson County, Missouri, said tract more particularly described as follows: Commencing at the Southwest corner of said Quarter Section, thence North 01 degree 56 minutes 18 seconds East a distance of 713.20 feet to the True Point of Beginning of the tract to be herein described; thence North 01 degrees 56 minutes 17 seconds East a distance of 78.41 feet; thence South 77 degrees 32 minutes 06 seconds East, a distance of 142.26 feet; thence North 83 degrees 03 minutes 17 seconds East a distance of 447.18 feet; thence South 39 degrees 15 minutes 43 seconds East a distance of 155.34 feet; thence South 83 degrees 03 minutes 17 seconds West a distance of 505.78 feet; thence Northwesterly along a curve to the left, having a central angle of 07 degrees 07 minutes 37 seconds and a radius of 1597.70 feet a distance of 198.73 feet to the point of termination.

TRACT II:

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.

TRACT III:

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 PLANTSITE ADDITION, a subdivision 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 PLANTSITE 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 PLANTSITE 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.

TRACT IV:

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 PLANTSITE ADDITION, a subdivision of land in Kansas City, Jackson County, Missouri; thence Northeasterly along the northwesterly lines of Block 3 and 4 of said HAWTHORN PLANTSITE 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 No. 900285; thence North 3249.32 feet coincident with the west line of the said tract of land conveyed to Kansas City Power & 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 PLANTSITE ADDITION; thence Northwesterly 677 feet, more or less, along the southwesterly line of Block 6 of said HAWTHORN PLANTSITE ADDITION to a point on the north-south line of said Section 19; thence due South coincident with the common north-south center line of said Section 19 and 30 a distance of 4185.80 feet to the point of beginning.

TRACT V:

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 PLANTSITE ADDITION, a subdivision of land in Kansas City, Jackson County, Missouri, thence South 46 degrees 10 minutes 50 seconds West along the southwesterly prolongation of the southeasterly line of said Block 14, HAWTHORN PLANTSITE ADDITION, a distance of 1139.86 feet to a point and corner; thence North 89 degrees 36 minutes 30 seconds 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 PLANTSITE ADDITION; thence North 46 degrees 20 minutes 55 seconds East parallel to and 180 feet southeasterly from the southeasterly lines of Blocks 3 and 4, HAWTHORN PLANTSITE ADDITION, for a distance of 2054.19 feet to a point and corner; thence South 43 degrees 49 minutes 10 seconds East coincident with the southwesterly lines of Blocks 13 and 14, HAWTHORN PLANTSITE ADDITION, a distance of 883.45 feet to the point of beginning; EXCEPT All that part of the Southeast Quarter of Section 30, Township 50, Range 32, in Kansas City, Jackson County, Missouri described as follows: Commencing at the most Easterly corner of Lot 14, HAWTHORN PLANTSITE ADDITION, a subdivision in Kansas City, Jackson County, Missouri; thence South 46 degrees 10 minutes 36 seconds West, a distance of 1174.65 feet to the most Southerly corner of said Lot 14; thence continuing South 46 degrees 10 minutes 36 seconds West, a distance of 20.00 feet to the most Westerly corner of a tract of land described in a deed filed for record in Book 1222 at Page 13 as Document No. 673407 at the Office of the Recorder of Deeds for Jackson County, Missouri, said point being the True Point of Beginning of the tract of land to be herein described said point also being on the Southeasterly line of a tract of land described as Parcel B in a deed filed for record in Book I-259 at

Page 753 as Document No. I-86321; thence continuing South 46 degrees 10 minutes 36 seconds West along said Southeasterly line, a distance of 1119.73 feet to the Northeasterly corner of a tract of land described as Tract 2 in a deed filed for record in Book I-920 at Page 1280 as Document No. I-375515; thence North 89 degrees 31 minutes 29 seconds West along the Northerly line of last said tract of land a distance of 1277.57 feet (deeded 1277.86 feet) to the Southeasterly right of way line of the Kansas City Southern Railway Company and 180 feet from the centerline thereof; thence North 46 degrees 21 minutes 10 seconds East along said right of way line, a distance of 1149.99 feet; thence South 43 degrees 40 minutes 42 seconds East, a distance of 165.00 feet; thence South 72 degrees 43 minutes 58 seconds East, a distance of 41.18 feet; thence South 43 degrees 40 minutes 42 seconds East, a distance of 589.66 feet; thence North 46 degrees 14 minutes 31 seconds East, a distance of 650.00 feet; thence North 70 degrees 24 minutes 26 seconds East, a distance of 237.00 feet to the point of beginning.

C. Dodson Service Center

TRACT I:

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at point 380 feet East of the Northwest corner of said 1/4 1/4 Section, thence South and parallel with the West line of said 1/4 1/4 Section, 600 feet; thence West and parallel with the North line of said 1/4 1/4 Section, 380 feet to the West line of said 1/4 1/4 Section; thence South along the West line of said 1/4 1/4 Section approximately 724 feet to the Southwest corner of said 1/4 1/4 Section; thence East along the South line of said 1/4 1/4 Section 440 feet; thence North and parallel with the West line of said 1/4 1/4 Section approximately 1324 feet to the North line of said 1/4 1/4 Section, thence West along the North line of said 1/4 1/4 Section 60 feet to the point of beginning, except that part in street.

TRACT II:

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 48, Range 33, in Kansas City, Jackson County, Missouri, except that part of said premises 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 to the point of beginning; thence North to the point of beginning; and except also that part conveyed to William D. Shelby and Veda N. Shelby described as follows: Beginning at a point of intersection of the present West line of Prospect Avenue, also known as Grandview Road, with the South line of said Southwest 1/4 of the Northwest 1/4, said point being approximately 495 feet East of the Southwest corner of said Southwest 1/4 of the Northwest 1/4; thence West 130 feet; thence North 95 feet; thence East approximately 130 feet to said present line of Prospect Avenue, also known as Grandview Road; thence Southerly along said West line of Prospect Avenue, also known as Grandview Road, to beginning, and except that part in roads.

D. Raytown Road Service Center

All that part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri; thence East 1334.10 feet to the Northeast corner of said Quarter Quarter section; thence South 660.65 feet to the Northwest corner of the South Half of the Northeast Quarter of the Northwest Quarter of said section; thence along the North line of said Half of Quarter Quarter section, North 89 degrees 56.5 minutes East 1014.2 feet to a point on the Northwesterly right of way line of the relocated Raytown Road, as established by Commissioners Report recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, as Document No. I-86010, in Book I-258, Page 1207, said point being 80 feet at right angles from the center line thereof; thence along said Northwesterly right of way line parallel to and 80 feet from said center line in a Southwesterly direction along a curve to the right (having a radius of 1065.92 feet) 411.05 feet to the point of tangent at Station 35+68.49; thence continuing along said right of way line 80 feet from said center line South 57 degrees 46 minutes West, 205.87 feet to the point of curve at Station No. 37+74.36; thence continuing along said

right of way line 80 feet from said center line in a Southwesterly direction along a curve to the left (having a radius of 1225.92 feet) 409.62 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said section; thence leaving said right of way due West 254.19 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said section; thence along the East line of said Quarter Quarter section South 1 degree 01.5 minutes East, 338.94 feet to a point on the Northwesterly right of way line of said relocated Raytown Road; thence along said Northwesterly right of way line South 42 degrees 04 minutes West, 110.30 feet to a point on the Northerly right of way line of Interstate Route No. 470, as established by said Commissioners Report recorded as Document No. I-86010, in Book I-258, Page 1207, said point being 400 feet at right angles from center line Station 223+0; thence along said Northerly right of way line South 82 degrees 45.5 minutes West, 502.47 feet to a point 350 feet at right angles from center line Station 218+0; thence along said Northerly right of way line, the prolongation of which would fall 190 feet at right angles North of center line Station 210, South 77 degrees 09.5 minutes West, 280 feet, more or less to a point on the Southerly meanderings of a tract of land described in Document No. 651447, in Book 1204, Page 356; thence along said meanderings North 35 degrees 40 minutes West 25 feet, more or less, to an angle point therein; thence North 60 degrees 10 minutes West, 205 feet; thence North 72 degrees 15 minutes West 311.5 feet to the West line of the Southwest Quarter of the Northeast Quarter; thence further North 72 degrees 15 minutes West, 88 feet; thence North 51 degrees 23 minutes West, 235 feet; thence North 30 degrees 23 minutes West, 184 feet, more or less to a point on the South line of the tract described in the Quit Claim Deed filed as Recorder's Document No. 830421 in Book 1676, Page 299, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence; thence along the South line of the tract described in said Document, South 86 degrees 15 minutes 48 seconds East to a point in the South line (which lies North 88 degrees 47 minutes 40 seconds West, a distance of 382.81 feet from the East line of the Northwest Quarter of said section); thence South 88 degrees 47 minutes 40 seconds East 382.81 feet; thence along the East line of the Southeast Quarter of the Northwest Quarter of said section, North 0 degrees 05 minutes 51 seconds East, 17 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter; thence North along the West line of the Northwest Quarter of the Northeast Quarter, 1326.80 feet to the point of beginning.

E. Manchester Service Center

TRACT I:

Beginning at a point which is 20 feet East and 140 feet South of the Northwest corner of Section 26, Township 50 North, Range 33 West, Kansas City, 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° 03' 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 1/2 Northwest Quarter Section 26; thence West a distance of 2077.12 feet to a point which is 335 feet East of the West line of Section 26 and 100 feet North of the South line of North 1/2 Northwest Quarter 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.

TRACT II:

An irregular shaped tract or parcel of land located in the South One-Half (S-1/2) of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 23, Township 50 North, Range 33 West and in the North One-Half (N-1/2) of the Northwest Quarter (NW-1/4) of Section 26, Township 50 North, Range 33 West, Kansas City, Jackson County, Missouri, being and more particularly described as follows: Beginning at the Southwest corner of said Section 23, said corner also being the Northwest corner of said Section 26; thence Northerly along the West line of said Section 23, for a distance of twenty (20) feet to a point; thence Easterly along a line twenty (20) feet from and parallel to the South line of said Section 23 (or North line of said Section 26) for a distance of one thousand two hundred thirty-five (1,235) feet to a point; thence in a Southeasterly direction on a straight line to the Southeast corner of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of said Section 23 and a point; thence Easterly along the South line of said Section 23 to a point fifty (50) feet Southwesterly from and perpendicular to the

centerline of Chouteau Trafficway, formerly Manchester Trafficway, as now established; thence Southeasterly along a line fifty (50) feet Southwesterly from and parallel to said centerline of Chouteau Trafficway, a distance of three hundred seventy-three and four tenths (373.4) feet to a point thence Southwesterly at a right angle to said centerline of Chouteau Trafficway for a distance of twenty-three (23) feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of seven hundred forty-four and five tenths (744.5) feet to a point forty (40) feet Southerly of the Northeast corner of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of said Section 26, as measured along the East line of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of said Section 26; thence Westerly along a line forty (40) feet from and parallel to the North line of said Section 26 to the West line of said Section 26; thence Northerly along said West line of Section 26 for a distance of forty (40) feet to the Point of Beginning. EXCEPTING THEREFROM the West four hundred (400) feet of the above described.

TRACT III:

A tract of land one hundred (100) feet in width, the centerline of which is described as follows: Beginning at a point which is ninety (90) feet South of the North line of Section 26, Township 50 North, Range 33 West, and four hundred (400) feet East of the West line of said Section 26; thence East parallel with the North line of said Section 26 to the Westerly line of Chouteau Trafficway, as now established. The outer boundaries of the above described one hundred (100) foot tract of land will terminate on the Westerly line of said Chouteau Trafficway.

3. PLATTE COUNTY AND CLAY COUNTY

A. Pin Oaks Training Center

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. EXCEPT that part conveyed to the State of Missouri by deed filed of record as Document No. A-67216 and recorded in Book 564 at Page 15.

B. Northland Service Center

TRACT I:

Lot 1, KCPL NORTHLAND SERVICE CENTER, a subdivision in Kansas City, Clay and Platte Counties, Missouri, EXCEPT those parts thereof more particularly described below:

Exception No. 1 of 4:

All that part of Lot 1, KCPL NORTHLAND SERVICE CENTER, a subdivision of land in the Fractional Southwest Quarter of Section 10, Township 51, Range 33, in Kansas City, Clay and Platte Counties, Missouri, Commencing at the Northwest corner of said Fractional Southwest Quarter, Clay County; thence South 89 degrees 29 minutes 15 seconds East along said North line a distance of 604.92 feet; thence South 00 degrees 30 minutes 45 seconds West a distance of 85.29 feet to a point on the Southerly right of way line of NW Barry Road, as now established and the True Point of Beginning of this excepted tract; thence South 89 degrees 54 minutes 29 seconds East along said Southerly line a distance of 50.08 feet to a point on the Easterly line of said Lot 1; thence South 00 degrees 10 minutes 45 seconds west along said Easterly line a distance of 297.19 feet; thence North 89 degrees 29 minutes 15 seconds West a distance of 88.57 feet; thence North 11 degrees 38 minutes 21 seconds West a distance of 97.17 feet; thence North 89 degrees 29 minutes 07 seconds West a distance of 282.76 feet; thence North 00 degrees 30 minutes 19 seconds East a distance of 55 feet; thence South 89 degrees 29 minutes 07 seconds East a distance of 340.00 feet; thence North 00 degrees 30 minutes 19 seconds East a distance of 146.82 feet to the True Point of Beginning.

Exception No. 2 of 4:

A tract of land located in and being part of Lot 1, KCPL NORTHLAND SERVICE CENTER, Kansas City, Clay and Platte Counties, Missouri, a subdivision of part of the Fractional Southwest Quarter of Section 10, Township 51, Range 33 and a replat of part of Lot 5, Block 2, ORIGINAL TOWN OF BARRY, said tract more particularly described as follows: Beginning at the Southeast corner of Lot 4, Block 2, ORIGINAL TOWN OF BARRY, a subdivision of land; thence South 0 degrees 6 minutes 15 seconds West, a distance of 50 feet; thence North 89 degrees 33 minutes 13 seconds West a distance of 340 feet; thence North 0 degrees 6 minutes 15 seconds West to the point of intersection with the Southwest corner of Lot 1, Block 2, ORIGINAL TOWN OF BARRY, thence South 89 degrees 33 minutes 13 seconds East to the point of beginning.

Exception No. 3 of 4:

A tract of land located in and being part of Lot 1, KCPL NORTHLAND SERVICE CENTER, Kansas City, Clay and Platte Counties, Missouri, a subdivision of part of the Fractional Southwest Quarter of Section 10, Township 51, Range 33, and a Replat of Part of Lot 5, Block 2, ORIGINAL TOWN OF BARRY, said tract more particularly described as follows: Beginning at the Southeast corner of Lot 1, Block 1, ORIGINAL TOWN OF BARRY, a subdivision of land; thence South 0 degrees 06 minutes 15 seconds West, a distance of 50 feet; thence North 89 degrees 33 minutes 13 seconds West to the point of intersection with the East right of way line of Baughman Road, as now established; thence North 2 degrees 33 minutes 35 seconds East along said East right of way line to the point of intersection with the South line of said Lot 1, Block 1, ORIGINAL TOWN OF BARRY; thence South 89 degrees 33 minutes 13 seconds East along said South line to the point of beginning.

Exception No. 4 of 4:

A tract of land located in and being a part of Lot 1, KCPL NORTHLAND SERVICE CENTER, Kansas City, Clay and Platte Counties, Missouri, a subdivision of land located in and being a part of the Fractional Southwest Quarter of Section 10, Township 51, Range 33, and a Replat of part of Lot 5, Block 2, ORIGINAL TOWN OF BARRY, said tract more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block 1, ORIGINAL TOWN OF BARRY, a subdivision of land; thence South 00 degrees 06 minutes 15 seconds West, a distance of 50 feet to the True Point of Beginning; thence North 89 degrees 27 minutes 06 seconds West, a distance of 201.31 feet to the point of intersection with the East line of future N. Platte Purchase Drive; thence South 07 degrees 50 minutes 24 seconds West, along said future East right of way line, a distance of 149.68 feet; thence South 86 degrees 07 minutes 57 seconds East, a distance of 116.10 feet; thence North 21 degrees 13 minutes 49 seconds East, a distance of 52.77 feet; thence North 00 degrees 32 minutes 53 seconds East, a distance of 50.82 feet; thence South 89 degrees 27 minutes 06 seconds East, a distance of 85.77 feet; thence North 00 degrees 32 minutes 53 seconds East, a distance of 55 feet to the true point of beginning, all lying in Clay County, Missouri.

TRACT II:

All that part of the Fractional Southwest Quarter of Section 10, Township 51, Range 33, in Clay and Platte Counties, Missouri, EXCEPT that part lying North of the South line of KCPL NORTHLAND SERVICE CENTER, a subdivision in Kansas City, Clay and Platte Counties, Missouri, as more particularly described as follows: Beginning at the Southwest corner of Lot 5, Block 2, ORIGINAL TOWN OF BARRY, a subdivision in Kansas City, Clay County, Missouri, thence South 89 degrees 32 minutes 37 seconds East along the South line of ORIGINAL TOWN OF BARRY, a distance of 50 feet, thence deflecting right at an angle of 89 degrees 40 minutes from the last described course a distance of 200 feet; thence deflecting right at an angle of 90 degrees 20 minutes from the last described course, a distance of 50 feet; thence deflecting left at an angle of 90 degrees 20 minutes from the last described course a distance of 848 feet; thence deflecting left at an angle of 89 degrees 40 minutes from the last described course a distance of 500 feet; thence deflecting right at an angle of 89 degrees 40 minutes from the last described course a distance of 1402.98 feet to the South line of said Southwest Fraction 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 Baughman Road, as now established; thence North 0 degrees 06 minutes 23 seconds East along the east line of said Baughman Road, a distance of 990.85 feet; thence Northerly along the East line of said Baughman Road on a curve to the left, having a radius of 1175.92 feet, a distance of 315.42 feet; thence North 15 degrees 15 minutes 44 seconds West along the East line of said Baughman Road, a distance of 457.51 feet; thence Northerly along the East line of said Baughman Road on a curve to the right, having a radius of 379.26 feet, a distance of 264.11 feet; thence North 24 degrees 38 minutes 16 seconds East along the East line of said Baughman Road a distance of 130.21 feet; thence Northerly along the East line of said Baughman Road on a curve to the left having a

radius of 316.48 feet, a distance of 135.50 feet; thence North 0 degrees 06 minutes 23 seconds East along the East line of said Baughman 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.

TRACT III:

A Tract in the Fractional Southwest Quarter of Section 10, Township 51, Range 33, in Kansas City, Clay County, Missouri described as follows: Beginning at the Southwest corner of said Fractional Southwest Quarter Section; thence South 89 degrees 42 minutes, 11 seconds East, along the South line of thereof 60 feet; thence North 0 degrees 06 minutes 23 seconds East parallel with the West line of said Fractional Southwest Quarter Section, 990.85 feet; thence Northwesterly along a curve to the left, having a radius of 1175.92 feet and tangent to the last described course, through an arc distance of 315.42 feet; thence North 15 degrees 15 minutes 44 seconds West tangent to the last described curve 70.65 feet to the West line of said Fractional Quarter Section; thence South 0 degrees 06 minutes 23 seconds West along said West line 1370.64 feet to the Point of Beginning.

C. Iatan Generating Station

All of the Company's interests in the following properties:

TRACT I:

A tract of land comprised of all or part of Fractional Sections 18, 19, 29, 30 and 32, Township 54 North, Range 36 West of the Fifth Principal Meridian, and all or part of Fractional Section 13, 24, 25, and 26, Township 54, North, Range 37 West of the Fifth Principal Meridian and a part of Fractional Section 5, Township 53 North, Range 36 West as said Section s were surveyed and shown on the Original U.S. Government Surveys of the State of Missouri, also all or part of Fractional Section 5, 6, 7, 8, 9, 16 and 17, Township 7 South, Range 22, East 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 North, Range 36 West; thence North 89 degrees 49 minutes 28 seconds East along said South line a distance of 928.4 feet; thence North 00 degrees 34 minutes 33 seconds 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 degrees 34 minutes 33 seconds East 432.26 feet; thence South 89 degrees 19 minutes 03 seconds 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 degrees 34 minutes 33 seconds 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 Section 32, 29, 30 and 19, in Township 54, Range 36, over the next Twenty-nine courses: North 45 degrees 03 minutes 24 seconds West 2772.21 feet; thence South 44 degrees 56 minutes 36 seconds West 5.0 feet; thence North 45 degrees 03 minutes 24 seconds West 700.0 feet; thence North 44 degrees 56 minutes 36 seconds East 5.0 feet; thence North 45 degrees 03 minutes 24 seconds West 466.0 feet; thence Northwesterly along a curve to the right, tangent to the last described course and having a radius of 5,769.58 feet, an arc distance of 506.81 feet; thence North 40 degrees 01 minutes 24 seconds West 2729.8 feet; thence South 49 degrees 58 minutes 36 seconds West 5.0 feet; thence North 40 degrees 01 minutes 24 seconds West 1625.9 feet; thence Northwesterly along a curve to the right, tangent to the last described course and having a radius of 11,504.2 feet, an arc distance of 579.01 feet; thence North 37 degrees 08 minutes 24 seconds West 340.1 feet; thence South 52 degrees 51 minutes 36 seconds West 25.0 feet; thence North 37 degrees 08 minutes 24 seconds West 100.0 feet; thence North 52 degrees 51 minutes 36 seconds East 25.0 feet; thence North 37 degrees 08 minutes 24 seconds West 1587.51 feet; thence South 49 degrees 41 minutes 36 seconds West 10.01 feet; thence North 37 degrees 08 minutes 24 seconds West 610.64 feet; thence Northwesterly on a curve to the right, tangent to the last described course and having a radius of 11,514.2 feet, an arc length of 855.13 feet; thence North 89 degrees 08 minutes 24 seconds West 6.02 feet; thence Northwesterly on a curve to the right, tangent to the last described course and having a radius of 11,519.2 feet, an arc distance of 45.67 feet; thence North 32 degrees 38 minutes 24 seconds West 1699.4 feet; thence North 57 degrees 21 minutes 36 seconds East 5.0 feet; thence North 32 degrees 38 minutes 24 seconds West 350.0 feet; thence North 57 degrees 21 minutes 36 seconds East 5.0 feet; thence North 32 degrees 38 minutes 24 seconds West 748.09 feet; thence North 89 degrees 38 minutes

24 seconds West 119.24 feet; thence North 32 degrees 38 minutes 24 seconds West 95.38 feet; thence South 89 degrees 38 minutes 24 seconds East 119.24 feet; thence North 32 degrees 38 minutes 24 seconds West 56.55 feet to the South line of said Section 18, Township 54 North, Range 36 West, at a point 750.65 feet Easterly along said Section line from the Southwest corner of said Section; thence South 89 degrees 38 minutes 24 seconds 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 degrees 32 minutes 56 seconds West, 122.55 feet; thence North 28 degrees 54 minutes 56 seconds West, 349.13 feet; thence North 30 degrees 34 minutes 56 seconds West, 983.34 feet; thence North 23 degrees 18 minutes 56 seconds West, 238.91 feet; thence north 30 degrees 18 minutes 56 seconds West, 452.35 feet; thence North 25 degrees 30 minutes 56 seconds West, 48.53 feet to a point on the East line of said Section 13, Township 54 North, Range 37 West; thence South 00 degrees 22 minutes 26 seconds 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 degrees 28 minutes 04 seconds West 634.46 feet; thence departing from said right of way line South 70 degrees 22 minutes 26 seconds West 2245.96 feet; thence South 11 degrees 37 minutes 34 seconds East 435.6 feet; thence North 71 degrees 22 minutes 26 seconds East 253.44 feet; thence South 85 degrees 37 minutes 34 seconds East 876.48 feet; thence South 00 degrees 52 minutes 26 seconds West 1547.04 feet; thence North 72 degrees 52 minutes 26 seconds 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 North, Range 37 West; thence South 00 degrees 22 minutes 26 seconds West along the West line of said Lot 5 (also referred to as the West line of the East 1/2 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 degrees 23 minutes 37 seconds West along said prolongation 928.79 feet to a point which is 3055 feet Easterly along said North line and prolongation, from the Northwester corner of said Southwest Fractional Quarter Section; thence South 34 degrees 17 minutes 44 seconds 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 degrees 15 minutes 20 seconds East along said Easterly prolongation 2169.14 feet to the North-South Center Line of said Section 6, Township 7 South, Range 22 East, 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 degrees 22 minutes 09 seconds 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 South, Range 22 East, 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 degrees 58 minutes 25 seconds 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 degrees 55 minutes 37 seconds West (record South 0 degrees 28 minutes West) 339.04 feet; thence North 89 degrees 04 minutes 23 seconds West (record North 89 degrees 49 minutes West) along said boundary line 877.2 feet; thence South 00 degrees 55 minutes 37 seconds West (record South 00 degrees 28 minute 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 degrees 53 minutes 41 seconds East, 2169.12 feet (2) South 76 degrees 18 minutes 33 seconds East, 1644.66 feet (3) South 72 degrees 24 minutes 55 seconds East, 2300.96 feet (4) South 63 degrees 59 minutes 58 seconds East, 1078.11 feet (5) South 54 degrees 07 minutes 46 seconds East, 2940.56 feet (6) South 35 degrees 45 minutes 15 seconds East, 2149.20 feet to a 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 degrees 49 minutes 28 seconds 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 monumeted meander point South 00 degrees 55 minutes 37 seconds 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 degrees 49 minutes 28 seconds 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 degrees 05 minutes 32 seconds East 228.63 feet; thence North 89 degrees 49 minutes 28 seconds East, 1052.17 feet to a point 1255 feet West of the East line of the Northwest Quarter of said Section 5, Township 53 North, Range 36 West and 7162 feet North of the South line of the Northeast Quarter of Section 8, Township 53 North, Range 36 West, 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 degrees 49 minutes 28 seconds East along said South Section line 1461.66 feet to the point of beginning.

EXCEPTING therefrom the following described tract of land: A tract of land being part of the Northeast Quarter of Section 32, Township 54 North, Range 36 West of the Fifth Principal Meridian, Platte County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 43 minutes 09 seconds West along the East line of said Northeast Quarter a distance of 1738.87 feet to the Point of Beginning of the tract of land to be described; thence continuing South 00 degrees 43 minutes 09 seconds East, along said East line a distance of 228.84 feet; thence North 88 degrees 32 minutes 30 seconds West a distance of 23.25 feet; thence North 01 degree 18 minutes 46 seconds East a distance of 78.38 feet; thence on a curve to the right, tangent to the last described course, having a radius of 530.00 feet and an arc length of 152.42 feet to the point of beginning.

AND ALSO EXCEPTING: A tract of land comprised of all or part of the Southwest Quarter of Fractional Section 24, Township 54 North, Range 37 West of the 5th Principal Meridian as described in the original United States Government Surveys of the State of Missouri, also all or part of Fractional Section 6, Township 7 South, Range 22 East of the 6th Principal Meridian as described in the original United States Government Surveys of the Territory of Kansas and certain accreted and relicted lands of the former bed of the Missouri River, all now being in Platte County in the State of Missouri and said tract of land being more particularly described as follows: Beginning at the Southwest corner of said Fractional Section 24; thence North 37 degrees 59 minutes 50 seconds East (North 37 degrees 18 minutes 50 seconds East, Deed) along the Westerly line of the tract of land described as Exhibit B in the Warranty Deed filed for record in the Office of the Recorder of Deeds for said Platte County as Document No. 7246 in Book 451 at Page 500, a distance of 3,311.09 feet to appoint on the Easterly prolongation of the North line of Southwest Quarter of said Fractional Section 24; thence South 88 degrees 54 minutes 47 seconds East along the Easterly prolongation of the North line of the Southwest Quarter of said Fractional Section 24, a distance of 1,058.17 feet to a point 3,055 feet East of the Northwest corner of the Southwest Quarter of said Fractional Section 24, as measured along the North line thereof; thence South 35 degrees 06 minutes 56 seconds West (South 34 degrees 17 minutes 44 seconds West, Deed) along the Westerly line of the tract of land described as Exhibit A in the Quit Claim Deed filed for record in the Office of the Recorder of Deeds for said Platte County as Document No. 22240 in Book 500 at Page 521, a distance of 3,183.87 feet (3,252.40 feet, Deed) to a point on the Easterly prolongation of the South line of said Fractional Section 24, said point being 1,265 feet East of the Southwest corner of said Fractional Section 24, as measured along the South line thereof; thence North 89 degrees 18 minutes 44 seconds West (North 89 degrees 15 minutes 20 seconds West, Deed) along the Easterly prolongation of the South line of said Fractional Section 24, a distance of 1,265 feet to the point of beginning.

TRACT II:

A strip of land One Rod wide off the North side of the Northeast Quarter of Section 5, Township 53, Range 36, all in Platte County Missouri.

TRACT III:

The East 105 acres of the Southeast Quarter of Section 32, Township 54 North, Range 36 West, described as follows: Beginning at the Southeast corner of Section 32; thence North 40.10 chains, more or less, to the Quarter Section line; thence West 26 chains; thence South 40.625 chains, more or less, to the Quarter Section line; thence East 26 chains to the place of beginning. ALSO, part of the Northeast Quarter of said Section 32, Township 54 North, Range 36 West, described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 32 and running North 4.25 chains; thence West 40.07 chains, more or less, to the Quarter Section line; thence South 4.25 chains; thence East 40.07 chains to the place of beginning; AND ALSO, all that part of the Northeast Quarter of Section 32, Township 54 North, Range 36 West, in Platte County, Missouri, described as follow: (NOTE: the bearings in the description are based on the Missouri Coordinate System West Zone): from the Southwest corner of the Northeast Quarter of said Section 32, measure South 89 degrees 19 minutes 03 seconds East along the South line of said Quarter Section 928.4 feet; thence North 00 degrees 34 minutes 33 seconds East, 280.5 feet to the Point of Beginning of the tract described herein; thence continue North 00 degrees 34 minutes 33 seconds East 151.76 feet;

thence South 89 degrees 19 minutes 03 second East, 1716.0 feet to the East line of said Quarter Section; thence South 00 degrees 34 minutes 33 seconds West along said East line 151.76 feet; thence North 89 degrees 19 minutes 03 seconds West, parallel with the South line of said Quarter Section 1716.0 feet to the point of beginning.

TRACT IV:

A tract of land being part of the Northwest Quarter of Section 33, Township 54 North, Range 36 West of the Fifth Principal Meridian, Platte County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 43 minutes 09 seconds West along the West line of said Northwest Quarter a distance of 1341.43 feet to the South right of way line of Missouri Route 45 and the Point of Beginning of the tract of land to be described; thence South 44 degrees 52 minutes 51 seconds East along said South right of way line a distance of 196.89 feet; thence South 16 degrees 33 minutes 05 seconds West a distance of 43.05 feet; thence on a curve to the left having an initial tangent bearing of South 45 degrees 07 minutes 33 seconds West, a radius of 530.00 feet and an arc length of 255.99 feet to a point on the West line of said Northwest Quarter; thence North 00 degrees 43 minutes 09 seconds East along said West line a distance of 397.44 feet to the point of beginning.

ELECTRIC PLANTS AND SYSTEMS

All electric generating plants and electric transmission and distribution systems of the Company situated in Bates, Buchanan, Carroll, Cass, 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, Ford, 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 TRANSMISSION LINES:

Line No.	OVERHEAD TRANSMISSION LINE DESCRIPTIONS		Pole Miles
	From	To	
MISSOURI			
345 KV LINES			
0002	STILWELL	SIBLEY	5.22
0003	SIBLEY	OVERTON	73.02
0004	HAWTHORN	NASH-ST JOSEPH	31.33
0009	IATAN RIVER CROSSING	STRANGER CREEK JC	0.34
0010	IATAN	STRANGER CREEK JC	1.38
0014	HAWTHORN	SIBLEY	17.76
0015	DC RIVER CROSSING	NASHUA/SIBLEY	0.57
0016	HAWTHORN RIVER CROSSING HAWTHORN	SIBLEY	0.44
161 KV LINES			
0100	COMMON R/W	HAWTHORN PLANT	
0101	HAWTHORN	BLUE VALLEY TOWER	1.82
0102	HAWTHORN	LEEDS TOWER	1.37
0103	TOWER LINE	BLUE VALLEY	0.51
0105	HAWTHORN	RANDOLPH-AVON	5.08

OVERHEAD TRANSMISSION LINE DESCRIPTIONS			
Line No.	From	To	Pole Miles
MISSOURI			
0106	TC RIVER CROSSING	HAWTHORN	0.54
0107	DC RIVER CROSSING	NORTHEAST	0.36
0108	BLUE VALLEY	WINCHESTER JCT	7.92
0110	HAWTHORN	LEEDS-LOMA VISTA	11.03
0111	SOUTHTOWN	BUNKER RIDGE	3.08
0112	NORTHEAST	GRAND AVE	0.13
0114	BLUE MILLS JCT	BLUE MILLS #2	0.23
0115	LEEDS	ROELAND PARK	2.31
0116	DC SOUTHTOWN	HICKMAN/GRANDVIEW	0.11
0119	DC MONTROSE	LOMA VISTA	0.97
0122	GRAND AVE	NAVY-TERRACE	1.95
0124	COMMON R/W	HAWTHORN-SOUTHTOWN	
0125	NORTHEAST	CROSTOWN	0.19
0126	MAYWOOD	WEATHERBY	5.19
0128	DC NORTHEAST	CROSTOWN/GRAND	0.21
0131	MONTROSE	LOMA VISTA #9	57.26
0132	MONTROSE	LOMA VISTA #11	57.29
0133	MONTROSE	STILWELL #13	48.20
0134	MONTROSE	ARCHIE-STILWELL	48.15
0135	SOUTHTOWN	GRANDVIEW	7.71
0136	STILWELL	HICKMAN	6.64
0138	HAWTHORN	BLUE VALLEY	1.71
0144	HAWTHORN	MISSOURI CITY	14.30
0145	MISSOURI CITY	MOBERLY	90.23
0146	SALISBURY	NORTON	22.28
0147	NORTON	SOUTH WAVERLY	14.18
0148	NASHUA	ST JOSEPH	31.14
0149	MONTROSE	CLINTON	12.22
0151	MIDTOWN	FOREST	1.62
0152	FOREST	SOUTHTOWN	3.24
0153	BLUE MILLS	BLUE MILLS JT #1	0.21
0158	TERRACE	STATE LINE	0.78
0165	ARMCO	MELT SHOP JCT	0.32
0166	BARRY	LINE CREEK	4.19
0178	WINCHESTER JCT	SOUTHTOWN	7.47
0179	WINCHESTER JCT	SWOPE	0.39
0182	DC NKC	NE/ AVONDALE	1.16
0183	NORTHEAST	NKC	0.16
0185	DC MARTIN CITY	REDEL/GRANDVIEW	0.36
0186	SOUTHTOWN	HICKMAN	5.44
0187	MARTIN CITY	GRANDVIEW	1.34
0189	LINE CREEK	RIVERSIDE	4.20
0190	HAWTHORN	INDEPENDENCE	1.75
0192	BIRMINGHAM	CLAYCOMO	4.39
0196	AVONDALE	N KANSAS CITY	2.14

Line No.	OVERHEAD TRANSMISSION LINE DESCRIPTIONS		Pole Miles
	From	To	
MISSOURI			
0197	NORTHEAST	AVONDALE	2.10
0199	AVONDALE JCT	RIVERSIDE	4.47
0201	NORTHEAST	GRAND WEST	1.51
0202	BUNKER RIDGE	LOMA VISTA	0.78
0203	DC BUNKER RIDGE	SOTHTWN/LOMA VST	1.31
0204	WEATHERBY	TIFFANY	3.95
0205	TIFFANY	ROANRIDGE	1.64
0206	ROANRIDGE	BARRY	2.35
0207	ROANRIDGE	NASHUA	4.99
0208	DC ROANRIDGE	BARRY/NASHUA	0.95
0209	HAWTHORN	LEEDS #27	6.19
0210	GLADSTONE	SHOAL CREEK	3.70
0211	SHOAL CREEK	NASHUA	6.85
0212	SHOAL CREEK	CLAYCOMO	4.33
0213	HAWTHORN	LEVEE	0.36
0214	LEVEE	NORTHEAST #17	5.32
0215	HAWTHORN	CHOUTEAU	2.85
0216	CHOUTEAU	NORTHEAST #5	2.37
0217	DC HAWTHORN	LEEDS/CHOUTEAU	0.39
0218	MALTA BEND	S WAVERLY	7.63
0220	MARTIN CITY	REDEL	0.62
0228	LEEDS	INDEPENDENCE	1.15
0230	DC LEEDS	HAWTHORN/INDEPENDENCE	1.03
0231	WINCHESTER JCT	SWOPE #2	0.48
0234	AVONDALE	GLADSTONE	5.74
0240	SOUTHTOWN	BENDIX	1.35
0241	BENDIX	TOMAHAWK	4.15
0242	TOMAHAWK	MISSION JCT	3.14

Line No.	OVERHEAD TRANSMISSION LINE DESCRIPTIONS		Pole Miles
	From	To	
KANSAS			
345 KV LINES			
0001	SWISSVALE	STILWELL	32.82
0002	STILWELL	SIBLEY	3.05
0005	LACYGNE	STILWELL	30.78
0006	LACYGNE	W GARDNER	40.38
0007	DC CRAIG	GARDNER/CEDAR CK	2.06
0009	RIVER CROSSING IATAN	STRANGER CREEK JCT	0.40
0010	IATAN	STRANGER CREEK JCT	11.90
0011	STRANGER CREEK JCT	CRAIG	28.14
0017	CRAIG	W GARDNER	16.19
0018	DC W GARDNER	LACYGNE/CRAIG	0.05
0019	DC W GARDNER	LACYGNE/OTTAWA	0.49
706	WOLF CREEK	—	

Line No.	OVERHEAD TRANSMISSION LINE DESCRIPTIONS		Pole Miles
	From	To	
	KANSAS		
161 KV LINES			
0115	LEEDS	ROELAND PARK	0.17
0117	GREENWOOD	SHAWNEE	3.12
0118	OXFORD	OLATHE	3.08
0120	MISSION JCT	KENILWORTH	4.79
0121	OVERLAND PARK	ROELAND PARK	7.26
0123	COMMON R/W	SHAWNEE-FISHER JT	
0126	MAYWOOD	WEATHERBY	5.30
0133	MONTROSE	STIWELL #13	3.26
0134	MONTROSE	ARCHIE-STIWELL	3.14
0136	STILWELL	HICKMAN	6.94
0137	BROOKRIDGE	OVERLAND PARK	1.92
0139	STILWELL	ANTIOCH	8.45
0140	WAGSTAFF	CENTENNIAL	11.33
0141	PAOLA	MARMATON	51.33
0142	PAOLA	SOUTH OTTAWA	21.81
0154	MERRIAM	GREENWOOD	4.41
0156	GREENWOOD	MIDLAND	2.23
0157	GREENWOOD	METROPOLITAN	4.98
0160	KENILWORTH	LENEXA	11.43
0161	COLLEGE	OLATHE	3.72
0501	WINDFARM	SPEARVILLE	0.31
0162	CRAIG	LENEXA	0.22
0163	CRAIG	COLLEGE	0.47
0164	CRAIG	GREENWOOD	3.98
0167	DC CRAIG-GRNWD	LENEXA-KENILWORTH	0.11
0168	DC CRAIG	LENEXA/GREENWOOD	2.73
0171	DC MOONLIGHT	MUR LEN/GARDNER	0.39
0172	MOONLIGHT	W GARDNER	5.39
0173	SWITZER	RILEY	1.82
0174	SWITZER	OLATHE	4.01
0175	DC SWITZER	RILEY/OLATHE	0.22
0176	DC OXFORD	ANTIOCH/OLATHE	1.30
0177	OLATHE	MURLEN	4.58
0180	KENILWORTH	OVERLAND PARK	3.28
0181	DC OVERLAND PARK	BRKRDG/KENILWTH	0.12
0188	CENTENNIAL	PAOLA	2.86
0193	GARDNER	OTTAWA	24.34
0194	STILWELL	SPRING HILL	9.07
0195	DC STIWELL	REDEL/SPRING HILL	1.31
0198	ANTIOCH	OXFORD	3.25
0219	W GARDNER	CEDAR CREEK	14.46
0220	MARTIN CITY	REDEL	2.74
0221	REDEL	STILWELL	4.21
0222	CRAIG	PFLUMM	4.36
0223	PFLUMM	OVERLAND PARK	1.83
0224	METROPOLITAN	MAYWOOD	4.97

OVERHEAD TRANSMISSION LINE DESCRIPTIONS

Line No.	From		To	Pole Miles
	KANSAS			
0225	CEDAR CREEK	GREENWOOD	9.89	
0226	DC CRAIG	PFLUMM/COLLEGE	1.77	
0229	LENEXA TAP	CRAIG-GREENWOOD	0.06	
0232	DC RILEY	BROOKRIDGE/SWITZER	1.53	
0233	BROOKRIDGE	RILEY	2.56	
0238	CRAIG	CEDAR CREEK	1.30	
0242	TOMAHAWK	MISSION JCT	1.73	
0243	RILEY	SPRINT	0.90	
0244	SPRINT	MISSION JCT	2.63	
0245	BUCYRUS	WAGSTAFF	4.22	
0246	STILWELL	BUCYRUS	3.05	
0247	BUCYRUS	N LOUISBURG	7.85	
0249	PAOLA	OSAWATOMIE	0.32	
0250	W GARDNER	CEDAR NILES	8.20	
0251	DC SE OTTWA	GARDNER/S OTTWA	1.34	
0252	MOONLIGHT	QUARRY	4.82	
0253	QUARRY	MURLEN	5.62	
0254	SE OTTAWA	S OTTAWA	1.46	
0255	W GARDNER	BULL CREEK	0.26	

UNDERGROUND TRANSMISSION LINE DESCRIPTIONS

Line No.	From		To	Pole Miles
	MISSOURI			
161 KV LINES				
0114	GRAND AVE	GUINOTTE TS	1.34	
0116	MIDTOWN	BRUSH CRK TS	2.06	
0117	MIDTOWN	ROE TS	2.00	
0118	GRAND AVE	CROSSTOWN	2.06	
0119	CROSSTOWN	GUINOTTE TS	2.69	
0122	GRAND AVE	NAVY-TERRACE	0.18	
161 KV LINES				
0117	MIDTOWN	ROE TS	1.83	

TRANSMISSION AND DISTRIBUTION SUBSTATIONS

NAME/ LOCATION OF SUBSTATION	CHARACTER OF SUBSTATION	VOLTAGE (IN MVA)		
		Primary	Secondary	Tertiary
Birmingham / 7th & Milwaukee, Clay Co, Mo.	AC Distribution	161.00	13.00	
Barry / Tiffany Springs Rd, Platte Co, Mo.	AC Distribution	161.00	13.00	
Brookridge / 10001 W. 103rd St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Shawnee / 12501 W. 51st St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Grand Ave West / 2nd & Grand Ave, Jackson Co, Mo.	AC Distribution	161.00	13.00	

NAME/ LOCATION OF SUBSTATION	CHARACTER OF SUBSTATION	VOLTAGE (IN MVA)		
		Primary	Secondary	Tertiary
Stillwell	AC Transmission	345.00		
6300 W. 191st St, Johnson Co, Ks.	AC Distribution	161.00	161.00	13.00
Navy / 115 N. Main St, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Riley / 12100 Metcalf Ave, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Reeder / 7545 Reeder Rd, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Switzer / 9900 W. 127th St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Southtown / 8627 Troost Ave, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Crosstown / 1801 Cherry, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Glasgow / 819 2nd St, Howard Co, Mo.	AC Distribution	34.00	13.00	
Avondale / 3150 Walker Rd, Clay Co, Mo.	AC Distribution	161.00	13.00	
Sweet Springs / Broadway & Oak St, Saline Co, Mo.	AC Distribution	34.00	13.00	
Lenexa / 15730 W. 95th St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Swope / 6330 E. 63rd St Tfwy, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Forest / 1105 E. 61st St, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Loma Vista / 6620 E. 91st St, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Terrace / 1837 Terrace St, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Oxford / 14540 Antioch Rd, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Tiffany / NW of I-29 & Hwy 152, Platte Co, Mo.	AC Distribution	161.00	13.00	
Olathe / Olathe-Martin City Rd, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Brunswick	AC Transmission	161.00	34.00	13.00
U.S. Hwy 24, Chariton Co., Mo.	AC Distribution	34.00	13.00	
Chouteau / 1400 Chouteau, Jackson Co, Mo.	AC Distribution	161.00	13.00	
South Ottawa	AC Transmission	161.00	34.00	
N. I-35 & W. U.S.-59, Franklin Co, Ks.	AC Distribution	34.00	13.00	
Overland Park / 9521 W. 88th St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Tomahawk / 910 W. 103rd St, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Weatherby / 45 Hwy & Garden Rd, Platte Co, Mo.	AC Distribution	161.00	13.00	
Kenilworth / 4601 W. 90th Terr, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Cedar Creek / K-7 & K-10 Highways, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Claycomo / Ravena Rd, E. U.S.-69, Clay Co, Mo.	AC Distribution	161.00	13.00	
Blue Valley / 7801 U.S.-24, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Paola / U.S.-169, Miami Co, Ks.	AC Transmission	161.00	34.00	
Hickman / 11500 Grandview Rd, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Leeds / 4210 Raytown Rd, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Line Creek / 3810 N.W. 64th St, Platte Co, Mo.	AC Distribution	161.00	13.00	
Antioch / 9608 W. 167 th St. Johnson Co., Ks.	AC Distribution	161.00	13.00	
Martin City / 13701 Wyandotte, Jackson Co., Mo.	AC Distribution	161.00	13.00	
Lakeview / 1/4 Mi. S. of Louisburg on Metcalf, Miami Co., Ks.	AC Distribution	34.00	13.00	
Roeland Park / 4702 Roe Blvd., Johnson Co., Ks	AC Distribution	161.00	13.00	
Moonlight / .17508 Moonlight Rd., Johnson Co., Ks.	AC Distribution	161.00	13.00	
Shoal Creek / 8500 N Brighton, North KC, Clay Co, Mo.	AC Distribution	161.00	13.00	
Randolph / Birmingham & Eldon Rds, Clay Co, Mo.	AC Distribution	161.00	13.00	
Craig / 10859 Woodland Rd, Johnson Co, Ks.	AC Transmission	345.00	161.00	13.00
Centennial / Popular Ridge Rd, Miami Co, Ks.	AC Distribution	161.00	13.00	

NAME/ LOCATION OF SUBSTATION	CHARACTER OF SUBSTATION	VOLTAGE (IN MVA)		
		Primary	Secondary	Tertiary
Northeast	AC Transmission	13.00	161.00	
2000 River Front Rd., Jackson Co., Mo.	AC Distribution	161.00	13.00	
Midtown / 1223 E. 48th St, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Gladstone / 2101 E. 72nd St North, Clay Co, Mo.	AC Distribution	161.00	13.00	
Blue Mills / Atherton & Courtney Rds, Jackson Co, Mo.	AC Distribution	161.00	69.00	13.00
West Gardner	AC Transmission	345.00	161.00	13.00
18827 Dillie Rd., Johnson Co., Ks.	AC Transmission	161.00	34.00	
Murlen / 15900 W. 159th St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Salisbury / U.S.-24 & Mo.Hwy-5, Chariton Co, Mo.	AC Transmission	161.00	34.00	13.00
Bunker Ridge / 10001 Marion Park Dr, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Blue Springs / Mo.Hwy-7 & Truman Rd, Jackson Co, Mo.	AC Distribution	69.00	13.00	
College / 16300 W. 110th St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Merriam / 6412 Carter St, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Greenwood / 65th & Lackman Rd, Johnson Co, Ks.	AC Distribution	161.00	13.00	
North Kansas City / 840 Swift St, Clay Co, Mo.	AC Distribution	161.00	13.00	
Norton / Missouri Highway-O, Saline Co, Mo.	AC Transmission	161.00	34.00	
Hawthorne	AC Transmission			
8700 Hawthorne Rd., Jackson Co., Mo.				
Hawthorn Unit 5 GSU	AC Transmission	21.00	161.00	
Hawthorn Unit 6 GSU	AC Transmission	16.00	161.00	
Hawthorn Unit 9 GSU	AC Transmission	13.00	161.00	
Hawthorn Bank 1	AC Transmission	66.00	13.00	
Hawthorn Bank 2 & 32	AC Distribution	161.00	13.00	
Hawthorn Bank 11 & 12	AC Transmission	159.00	66.00	
Hawthorn Bank 20	AC Transmission	161.00	345.00	13.00
Hawthorn Bank 22	AC Transmission	161.00	345.00	13.00
Riverside / 4101 N. Tillison Lane, Platte Co, Mo.	AC Distribution	161.00	13.00	
Carrollton	AC Transmission	161.00	34.00	
N.E. of Carrollton, Carrol Co, Mo.	AC Distribution	34.00	13.00	
Centerville / W. of Centerville, Linn Co, Ks.	AC Transmission	161.00	34.00	
Montrose Station / Montrose Station, Henry Co, Mo.	AC Transmission	22.00	161.00	
Wagstaff / 247th St, W. of 69 Hwy, Miami Co, Ks.	AC Transmission	161.00	34.00	
Redel / 4409 W 159th St. Johnson Co, Ks.	AC Distribution	161.00	13.00	
Bucyrus / 21801 Antioch Road, Miami Co, Ks	AC Distribution	161.00	13.00	
Duncan	AC Transmission	161.00	69.00	
2200 N.E. Duncan Rd, Jackson Co, Mo.	AC Distribution	161.00	13.00	
North Louisburg / N. of Louisburg, Miami Co, Ks.	AC Distribution	161.00	13.00	
Pflumm / Pflumm & Marshall Dr, Johnson Co, Ks.	AC Distribution	161.00	13.00	
South Waverly	AC Transmission	161.00	69.00	
S. of Waverly, Lafayette Co, Mo.	AC Transmission	161.00	34.00	
Quarry / 24651 W. Hwy 56, Johnson Co, Ks.	AC Distribution	161.00	13.00	
Cedar Niles / 22046 Cedar Niles Rd, Miami Co, Ks.	AC Distribution	161.00	13.00	

NAME/ LOCATION OF SUBSTATION	CHARACTER OF SUBSTATION	VOLTAGE (IN MVA)		
		Primary	Secondary	Tertiary
Malta Bend / 65 & 127 Hwy, Saline Co, Mo.	AC Distribution	161.00	13.00	
Lynn Valley / N. of K-152 & 69 Hwy, Linn Co, Ks.	AC Distribution	34.00	13.00	
Michigan Valley / S. of Michigan Valley, Osage Co, Ks.	AC Distribution	34.00	13.00	
Chiles / 69 Hwy & Cleveland-Chiles Rd, Mi. Co, Ks.	AC Distribution	34.00	13.00	
Walmart / E. of I-35 on K-68, Franklin Co, Ks.	AC Distribution	34.00	13.00	
La Cygne	AC Transmission	22.00	345.00	
East side of La Cygne Station, Linn Co. Ks.	AC Transmission	345.00	69.00	
Iatan / Iatan Station, Platte Co, Mo.	AC Transmission	22.00	345.00	
Wolf Creek / Wolf Creek Station, Coffey Co, Ks.	AC Transmission	25.00	345.00	
Levee / Hawthorn Station, Jackson Co, Mo.	AC Transmission	13.00	161.00	
Bull Creek / 18827 Dillie Rd, Gardner, Johnson Co, Ks.	AC Transmission	13.00	161.00	
Osawatomie / 32808 Lone Star Rd, Miami Co, Ks.	AC Transmission	13.00	161.00	
Spearville Wind Farm	AC Transmission	34.00	230.00	
Spearville, Ford Co., Ks.	AC Transmission	.058	34.00	
Grand Avenue / 115 Grand Ave, Jackson Co, Mo.	AC Distribution	161.00	13.00	
Liberty South / 2000 Birmingham Rd, Liberty, Clay Co, Mo.	AC Transmission	161.00	69.00	

ELECTRICAL DISTRIBUTION SYSTEMS

MUNICIPALITY	COUNTY	STATE
County	Bates	Missouri
County	Buchanan	Missouri
Bogard	Carroll	Missouri
Bosworth	Carroll	Missouri
Carrollton (trans.)	Carroll	Missouri
Dewitt	Carroll	Missouri
Tina	Carroll	Missouri
County	Carroll	Missouri
Belton	Cass	Missouri
Cleveland	Cass	Missouri
West Line	Cass	Missouri
County	Cass	Missouri
Brunswick	Chariton	Missouri
Dalton	Chariton	Missouri
Keytesville	Chariton	Missouri
Mendon	Chariton	Missouri
Sumner	Chariton	Missouri
Triplett	Chariton	Missouri
County	Chariton	Missouri
Avondale	Clay	Missouri
Birmingham	Clay	Missouri
Claycomo	Clay	Missouri
Gladstone	Clay	Missouri

MUNICIPALITY	COUNTY	STATE
Liberty	Clay	Missouri
North Kansas City	Clay	Missouri
Oaks	Clay	Missouri
Oakview	Clay	Missouri
Oakwood	Clay	Missouri
Oakwood Manor – Consolidated into Gladstone	Clay	Missouri
Oakwood Park	Clay	Missouri
Pleasant Valley	Clay	Missouri
Randolph County	Clay	Missouri
Sugar Creek	Clay	Missouri
Kansas City County	Clay, Jackson	Missouri
Armstrong County	Clay, Jackson, Platte	Missouri
Glasgow	Henry	Missouri
Blue Springs	Howard	Missouri
Grain Valley	Howard	Missouri
Grandview	Howard, Chariton	Missouri
Raytown	Jackson	Missouri
County	Jackson	Missouri
Alma	Jackson	Missouri
Aullville	Jackson	Missouri
Concordia	Jackson	Missouri
Corder	Jackson	Missouri
Mayview	Jackson	Missouri
Waverly County	Jackson	Missouri
Blackburn	Lafayette	Missouri
Emma	Lafayette	Missouri
Houstonia	Lafayette	Missouri
County	Lafayette	Missouri
Houston Lake	Lafayette	Missouri
Lake Waukomis	Lafayette	Missouri
Northmoor	Lafayette, Saline	Missouri
Parkville	Lafayette, Saline	Missouri
Platte Woods	Pettis	Missouri
Riverside	Pettis	Missouri
Weatherby Lake County	Platte	Missouri
County	Platte	Missouri
County	Platte	Missouri
Arrow Rock	Platte	Missouri
Gilliam	Platte	Missouri
Grand Pass	Platte	Missouri
Malta Bend	Platte	Missouri
Miami	Platte	Missouri
Mount Leonard	Platte	Missouri
	Randolph	Missouri
	Ray	Missouri
	Saline	Missouri
	Saline	Missouri
	Saline	Missouri
	Saline	Missouri
	Saline	Missouri
	Saline	Missouri
	Saline	Missouri

MUNICIPALITY	COUNTY	STATE
Sweet Springs	Saline	Missouri
County	Saline	Kansas
Garnett	Anderson	Kansas
Greeley	Anderson	Kansas
Harris	Anderson	Kansas
Fulton	Bourbon	Kansas
Mapleton	Bourbon	Kansas
Baldwin	Douglas	Kansas
Lane	Franklin	Kansas
Ottawa	Franklin	Kansas
Princeton	Franklin	Kansas
Rantoul	Franklin	Kansas
Richmond	Franklin	Kansas
Wellsville	Franklin	Kansas
Williamsburg	Franklin	Kansas
Countryside Consolidated into Mission	Johnson	Kansas
Edgerton	Johnson	Kansas
Fairway	Johnson	Kansas
Gardner	Johnson	Kansas
Lake Quivira	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
Roeland Park	Johnson	Kansas
Shawnee	Johnson	Kansas
Westwood	Johnson	Kansas
Westwood Hills	Johnson	Kansas
Spring Hill	Johnson	Kansas
County	Johnson	Kansas
LaCygne	Linn	Kansas
Linn Valley	Linn	Kansas
Mound City	Linn	Kansas
Parker	Linn	Kansas
Pleasanton	Linn	Kansas
Fontana	Miami	Kansas
Louisburg	Miami	Kansas
Osawatomie	Miami	Kansas
Paola	Miami	Kansas
Spring Hill	Miami	Kansas
County	Miami	Kansas
Lyndon	Osage	Kansas
Melvern	Osage	Kansas

MUNICIPALITY
Quenemo
Bonner Springs
Edwardsville

COUNTY
Osage
Wyandotte
Wyandotte

STATE
Kansas
Kansas
Kansas

THIRTEENTH SUPPLEMENTAL INDENTURE
KANSAS CITY POWER & LIGHT COMPANY

UMB BANK, N.A.
(FORMERLY UNITED MISSOURI BANK OF KANSAS CITY, N.A.)

DATED AS OF MARCH 1, 2009

CREATING A MORTGAGE BOND
SERIES 2005 EIRR INSURER DUE 2035

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of March 1, 2009, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (“Company”), and UMB 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 has heretofore executed and delivered to the Trustee, an Eighth Supplemental Indenture, dated as of December 1, 1993, creating an eighth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Ninth Supplemental Indenture, dated as of February 1, 1994, creating a ninth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Tenth Supplemental Indenture, dated as of November 1, 1994, creating a tenth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, an Eleventh Supplemental Indenture, dated as of August 15, 2005, creating an eleventh series of Mortgage Bonds;

WHEREAS, the Company is executing and delivering to the Trustee, a Twelfth Supplemental Indenture, dated as of March 1, 2009, creating a twelfth series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a thirteenth series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date or dates, interest rate or rates and the form and other terms of such Mortgage Bonds;

WHEREAS, Section 15.01(c) of the Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Indenture to establish the form and other terms of such Mortgage Bonds consistent with the provisions of the Indenture; and

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 2005 EIRR INSURER DUE 2035

SECTION 1. (a) There is hereby created a thirteenth series of Mortgage Bonds to consist of one Mortgage Bond issued under and secured by the Indenture, to be designated as "Mortgage Bond Series 2005 EIRR Insurer Due 2035" of the Company ("Bond of the Thirteenth Series").

(b) The Bond of the Thirteenth Series shall be issued in the principal amount of \$50,000,000, but the principal amount of the Bond of the Thirteenth 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) Series 2005" ("Refunding Bonds") which at such particular time are outstanding under the Indenture of Trust dated as of September 1, 2005 ("Refunding Bond Indenture"), between the City of Burlington, Kansas and The Bank of New York, as trustee ("Refunding Bond Trustee").

(c) The Bond of the Thirteenth Series shall be a registered Bond without coupons and shall be dated March 24, 2009. The Bond of the Thirteenth Series shall mature on the same date or dates as the Refunding Bonds, subject to prior redemption. The Bond of the Thirteenth Series shall be issued and delivered to Syncora Guarantee Inc. (formerly XL Capital Assurance Inc.) (“Insurer”), as insurer of the Refunding Bonds under an Insurance Agreement, dated as of September 1, 2005, by and between the Company and Syncora (the “Insurance Agreement”).

(d) Interest will accrue on the unpaid portion of the principal of the Bond of the Thirteenth Series from March 24, 2009 until the entire principal amount of the Bond of the Thirteenth Series is paid. The Bond of the Thirteenth Series shall bear interest at the rate or rates per annum borne by the Refunding Bonds as provided for in Section 2.02 of the Refunding Bond Indenture and in the Refunding 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 Refunding Bonds.

(e) The payment or payments of principal of the Bond of the Thirteenth Series shall be equal to the principal amount of, and any premium on, the Refunding Bonds which is due and payable under the Refunding 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 Refunding Bonds.

(f) The Bond of the Thirteenth Series shall be subject to redemption at the same times and in the same amounts as the Refunding Bonds.

(g) The principal amount of and interest on the Bond of the Thirteenth Series shall be payable in lawful money of the United States of America.

SECTION 2. At such time or times that all or a portion of the principal amount of the Refunding Bonds shall be redeemed or otherwise deemed to have been paid, the Company shall deliver a notice to the Trustee directing the Trustee to reduce the principal amount of the Bond of the Thirteenth Series 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 Refunding Bonds shall become immediately due and payable, pursuant to the provisions of the first paragraph of Section 8.02 of the Refunding Bond Indenture (by reason of the occurrence and continuance of an “Event of Default” under Section 8.01 of the Refunding Bond Indenture), the Bond of the Thirteenth Series shall be subject to redemption in whole. The Trustee shall redeem the Bond of the Thirteenth Series upon receipt of a written notice (hereinafter referred to as the “Notice”) from the Company stating that the Refunding Bonds have become immediately due and payable. The Notice shall direct the Trustee to call the Bond of the Thirteenth Series for redemption. No notice of redemption of the Bond of the Thirteenth Series shall be required in connection with such redemption under Article IX of the Indenture. The Bond of the Thirteenth 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 Thirteenth Series shall be at a redemption price equal to the principal amount of the Bond of the

Thirteenth 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, subject to Section 5(b) hereof, with the Trustee, in accordance with Article IX of the Indenture, an amount in cash sufficient to redeem the Bond of the Thirteenth Series so called for redemption.

SECTION 4. The Bond of the Thirteenth Series is not transferable except as may be required to effect a transfer to any successor insurer or assignee under the Insurance Agreement.

SECTION 5. (a) The Bond of the Thirteenth Series shall be pledged by the Company with and delivered to the Insurer to secure payment of the principal of premium, if any, and interest on the Refunding 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 Thirteenth 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 Refunding Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged, excluding, however, amounts paid by the Insurer under the municipal bond insurance policy with respect to the Refunding Bonds.

(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 Thirteenth 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 Insurer, signed by an authorized officer thereof, stating that the payments of principal of and premium or interest on the Refunding 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 Thirteenth Series shall be substantially as follows:

(FORM OF BOND OF THE THIRTEENTH SERIES)

KANSAS CITY POWER & LIGHT COMPANY

MORTGAGE BOND SERIES 2005 EIRR INSURER DUE 2035

\$50,000,000

Bond Number R-1

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to Syncora Guarantee Inc. (formerly XL Capital Assurance Inc.) ("Syncora") or registered assigns, the sum of \$50,000,000 or, if less, the

aggregate unpaid principal amount of all City of Burlington, Kansas Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Projects) Series 2005 (“Refunding Bonds”) outstanding under the Refunding Bond Indenture, and to pay interest thereon and premium, if any, as set forth herein. 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 Refunding Bonds as set forth in the Refunding Indenture. The principal of and any premium or interest on this Bond of the Thirteenth Series are payable in lawful money of the United States of America.

THIS BOND OF THE THIRTEENTH SERIES IS NOT TRANSFERABLE EXCEPT TO EFFECT A TRANSFER TO ANY SUCCESSOR INSURER FOR THE REFUNDING BONDS OR ANY ASSIGNEE UNDER THE INSURANCE AGREEMENT REFERENCED BELOW, SUBJECT TO UNITED STATES SECURITIES LAWS.

The obligation of the Company to make any payment of the principal of or any premium or interest on this Bond of the Thirteenth 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 Refunding Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged, excluding, however, amounts paid by the Insurer under the municipal bond insurance policy with respect to the Refunding Bonds.

This Bond of the Thirteenth 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 UMB 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 is junior; capitalized terms used in this Bond of the Thirteenth 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 Thirteenth Series is the only one of the series entitled “Mortgage Bonds Series 2005 EIRR Insurer Due 2035,” created by a Thirteenth Supplemental Indenture dated as of March 1, 2009, 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 the 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 Thirteenth Series shall not be presented for payment when all Refunding Bonds issued are no longer outstanding under the Refunding Bond Indenture, then all liability of the Company to the Registered Holder of this Bond of the Thirteenth 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 Thirteenth 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 Thirteenth 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 Thirteenth Series is not transferable by the Registered Holder hereof in person or by an attorney duly authorized in writing, except as may be required to effect a transfer to any assignee or successor to Syncora under the Insurance Agreement, dated as of September 1, 2005, by and between the Company and Syncora, 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 Thirteenth Series, and upon any such transfer a new registered Bond of the Thirteenth 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 Thirteenth 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 Thirteenth 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 Thirteenth 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 Thirteenth 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 Thirteenth Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board, Chief Executive Officer, President or a Vice President, 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

By _____
Authorized Signature

Dated: _____

Attest: _____
Secretary or Assistant Secretary

The form of Trustee's certificate to appear on the Bond of the Thirteenth Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Thirteenth Series is the Bond of the series designated therein, described in the within-mentioned Indenture and Thirteenth Supplemental Indenture.

UMB BANK, N.A.,
as Trustee.

By _____
Authorized Signature

ARTICLE II.

ISSUE OF BOND OF THE THIRTEENTH SERIES

SECTION 1. The Bond of the Thirteenth 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 Thirteenth Series issued and to be issued under and 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 the Bond of the Thirteenth 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.

SECTION 6. In case any provision in this Supplemental Indenture or the Bond of the Thirteenth Series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 7. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board, President 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 UMB 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/ Terry Bassham
Terry Bassham
Executive Vice President – Finance and
Strategic Development and Chief Financial
Officer

[Seal]

Attest:

/s/ Mark G. English
Mark G. English
Assistant Secretary

UMB BANK, N.A.

By /s/ Anthony P. Hawkins
Anthony P. Hawkins
Vice President

[Seal]

Attest:

/s/ Jason E. McConnell
Secretary or Assistant Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of March, 2009, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Terry Bassham, to me personally known, who, being by me duly sworn, did say that he is Executive Vice President – Finance and Strategic Development 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 Terry Bassham acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

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/ Renee Ray
Notary Public

My commission expires: 8/30/2010

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of March, 2009, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Anthony P. Hawkins, to me personally known, who, being by me duly sworn, did say that he is Vice President of UMB 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 Anthony P. Hawkins acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

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/ Della Jones
Notary Public

My commission expires: 2/21/2011

FOURTEENTH SUPPLEMENTAL INDENTURE
KANSAS CITY POWER & LIGHT COMPANY
UMB BANK, N.A.
(FORMERLY UNITED MISSOURI BANK OF KANSAS CITY, N.A.)
DATED AS OF MARCH 1, 2009
CREATING A MORTGAGE BOND
SERIES 2007 EIRR INSURER DUE 2035
SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

FOURTEENTH SUPPLEMENTAL INDENTURE, dated as of March 1, 2009, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (“Company”), and UMB 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 has heretofore executed and delivered to the Trustee, an Eighth Supplemental Indenture, dated as of December 1, 1993, creating an eighth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Ninth Supplemental Indenture, dated as of February 1, 1994, creating a ninth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Tenth Supplemental Indenture, dated as of November 1, 1994, creating a tenth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, an Eleventh Supplemental Indenture, dated as of August 15, 2005, creating an eleventh series of Mortgage Bonds;

WHEREAS, the Company is executing and delivering to the Trustee, a Twelfth Supplemental Indenture, dated as of March 1, 2009, creating a twelfth series of Mortgage Bonds;

WHEREAS, the Company is executing and delivering to the Trustee, a Thirteenth Supplemental Indenture, dated as of March 1, 2009, creating a thirteenth series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a fourteenth series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date or dates, interest rate or rates and the form and other terms of such Mortgage Bonds;

WHEREAS, Section 15.01(c) of the Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Indenture to establish the form and other terms of such Mortgage Bonds consistent with the provisions of the Indenture; and

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 2007 EIRR INSURER DUE 2035

SECTION 1. (a) There is hereby created a fourteenth series of Mortgage Bonds to consist of one Mortgage Bond issued under and secured by the Indenture, to be designated as "Mortgage Bond Series 2007 EIRR Insurer Due 2035" of the Company ("Bond of the Fourteenth Series").

(b) The Bond of the Fourteenth Series shall be issued in the principal amount of \$146,500,000, but the principal amount of the Bond of the Fourteenth 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) Series 2007A” (“2007A Refunding Bonds”) and “City of Burlington, Kansas Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Series 2007B (“2007B Refunding Bonds” and, together with the 2007A Refunding Bonds, “Refunding Bonds”) which at such particular time are outstanding under the Indenture of Trust dated as of September 1, 2007 (“Refunding Bond Indenture”), between the City of Burlington, Kansas and The Bank of New York, as trustee (“Refunding Bond Trustee”).

(c) The Bond of the Fourteenth Series shall be a registered Bond without coupons and shall be dated March 24, 2009. The Bond of the Fourteenth Series shall mature on the same date or dates as the Refunding Bonds, subject to prior redemption. The Bond of the Fourteenth Series shall be issued and delivered to Financial Guaranty Insurance Company (“Insurer”), as insurer of the Refunding Bonds under an Insurance Agreement, dated September 19, 2007, by and between the Company and the Insurer (the “Insurance Agreement”).

(d) Interest will accrue on the unpaid portion of the principal of the Bond of the Fourteenth Series from March 24, 2009 until the entire principal amount of the Bond of the Fourteenth Series is paid. The Bond of the Fourteenth Series shall bear interest at the rate or rates per annum borne by the Refunding Bonds as provided for in Section 2.02 of the Refunding Bond Indenture and in the Refunding 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 Refunding Bonds.

(e) The payment or payments of principal of the Bond of the Fourteenth Series shall be equal to the principal amount of, and any premium on, the Refunding Bonds which is due and payable under the Refunding 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 Refunding Bonds.

(f) The Bond of the Fourteenth Series shall be subject to redemption at the same times and in the same amounts as the Refunding Bonds.

(g) The principal amount of and interest on the Bond of the Fourteenth Series shall be payable in lawful money of the United States of America.

SECTION 2. At such time or times that all or a portion of the principal amount of the Refunding Bonds shall be redeemed or otherwise deemed to have been paid, the Company shall deliver a notice to the Trustee directing the Trustee to reduce the principal amount of the Bond of the Fourteenth Series 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 Refunding Bonds shall become immediately due and payable, pursuant to the provisions of the first paragraph of Section 8.02 of the Refunding Bond Indenture (by reason of the occurrence and continuance of an “Event of Default” under Section 8.01 of the Refunding Bond Indenture), the Bond of the Fourteenth Series shall be subject to redemption in whole. The Trustee shall redeem the Bond of the Fourteenth Series upon receipt of a written notice (hereinafter referred to as the “Notice”) from the Company stating that the

Refunding Bonds have become immediately due and payable. The Notice shall direct the Trustee to call the Bond of the Fourteenth Series for redemption. No notice of redemption of the Bond of the Fourteenth Series shall be required in connection with such redemption under Article IX of the Indenture. The Bond of the Fourteenth 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 Fourteenth Series shall be at a redemption price equal to the principal amount of the Bond of the Fourteenth 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, subject to Section 5(b) hereof, with the Trustee, in accordance with Article IX of the Indenture, an amount in cash sufficient to redeem the Bond of the Fourteenth Series so called for redemption.

SECTION 4. The Bond of the Fourteenth Series is not transferable except as may be required to effect a transfer to any successor insurer or assignee under the Insurance Agreement.

SECTION 5. (a) The Bond of the Fourteenth Series shall be pledged by the Company with and delivered to the Insurer to secure payment of the principal of premium, if any, and interest on the Refunding 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 Fourteenth 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 Refunding Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged, excluding, however, amounts paid by the Insurer under the municipal bond insurance policy with respect to the Refunding Bonds.

(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 Fourteenth 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 Insurer, signed by an authorized officer thereof, stating that the payments of principal of and premium or interest on the Refunding 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 Fourteenth Series shall be substantially as follows:

(FORM OF BOND OF THE FOURTEENTH SERIES)

KANSAS CITY POWER & LIGHT COMPANY

MORTGAGE BOND SERIES 2007 EIRR INSURER DUE 2035

\$146,500,000

Bond Number R-1

Kansas City Power & Light Company, a Missouri corporation (“Company”), for value received, hereby promises to pay to Financial Guaranty Insurance Company (“FGIC”) or registered assigns, the sum of \$146,500,000 or, if less, the aggregate unpaid principal amount of all City of Burlington, Kansas Environmental Improvement Revenue Refunding Bands (Kansas City Power & Light Company Projects) Series 2007A and City of Burlington, Kansas Environmental Improvement Revenue Refunding Bands (Kansas City Power & Light Company Projects) Series 2007B (collectively, “Refunding Bonds”) outstanding under the Refunding Bond Indenture, and to pay interest thereon and premium, if any, as set forth herein. 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 Refunding Bonds as set forth in the Refunding Indenture. The principal of and any premium or interest on this Bond of the Fourteenth Series are payable in lawful money of the United States of America.

THIS BOND OF THE FOURTEENTH SERIES IS NOT TRANSFERABLE EXCEPT TO EFFECT A TRANSFER TO ANY SUCCESSOR INSURER FOR THE REFUNDING BONDS OR ANY ASSIGNEE UNDER THE INSURANCE AGREEMENT REFERENCED BELOW, SUBJECT TO UNITED STATES SECURITIES LAWS.

The obligation of the Company to make any payment of the principal of or any premium or interest on this Bond of the Fourteenth 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 Refunding Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged, excluding, however, amounts paid by the Insurer under the municipal bond insurance policy with respect to the Refunding Bonds.

This Bond of the Fourteenth 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 UMB 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 is junior; capitalized terms used in this Bond of the Fourteenth 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 Fourteenth Series is the only one of the series entitled “Mortgage Bonds Series 2007 EIRR Insurer Due 2035,” created by a Fourteenth Supplemental Indenture dated as of March 1, 2009, 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 the 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 Fourteenth Series shall not be presented for payment when all Refunding Bonds issued are no longer outstanding under the Refunding Bond Indenture, then all liability of the Company to the Registered Holder of this Bond of the Fourteenth 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 Fourteenth 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 Fourteenth 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 Fourteenth Series is not transferable by the Registered Holder hereof in person or by an attorney duly authorized in writing, except as may be required to effect a transfer to any assignee or successor to FGIC under the Insurance Agreement, dated September 19, 2007, by and between the Company and FGIC, 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 Fourteenth Series, and upon any such transfer a new registered Bond of the Fourteenth 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 Fourteenth 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 Fourteenth 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 Fourteenth 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 Fourteenth 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 Fourteenth Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board, Chief Executive Officer, President or a Vice President, 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

By _____
Authorized Signature

Dated: _____

Attest: _____
Secretary or Assistant Secretary

The form of Trustee's certificate to appear on the Bond of the Fourteenth Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Fourteenth Series is the Bond of the series designated therein, described in the within-mentioned Indenture and Fourteenth Supplemental Indenture.

UMB BANK, N.A.,
as Trustee.

By _____
Authorized Signature

ARTICLE II.

ISSUE OF BOND OF THE FOURTEENTH SERIES

SECTION 1. The Bond of the Fourteenth 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 Fourteenth Series issued and to be issued under and 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 the Bond of the Fourteenth 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.

SECTION 6. In case any provision in this Supplemental Indenture or the Bond of the Fourteenth Series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 7. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board, President 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 UMB 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/ Terry Bassham
Terry Bassham
Executive Vice President – Finance and
Strategic Development and Chief Financial Officer

[Seal]

Attest:

/s/ Mark G. English
Mark G. English
Assistant Secretary

UMB BANK, N.A.

By /s/ Anthony P. Hawkins
Anthony P. Hawkins
Vice President

[Seal]

Attest:

/s/ Jason E. McConnell
Secretary or Assistant Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of March, 2009, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Terry Bassham, to me personally known, who, being by me duly sworn, did say that he is Executive Vice President – Finance and Strategic Development 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 Terry Bassham acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

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/ Renee Ray
Notary Public

My commission expires: 8/30/2010

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of March, 2009, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Anthony P. Hawkins, to me personally known, who, being by me duly sworn, did say that he is Vice President of UMB 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 Anthony P. Hawkins acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

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/ Della Jones
Notary Public

My commission expires: 2/21/2011

March 24, 2009

Kansas City Power & Light Company
1201 Walnut Street
Kansas City, Missouri 64106

Re: Kansas City Power & Light Company
Registration Statement on Form S-3

Ladies and Gentlemen:

I have served as assistant general counsel to Kansas City Power & Light Company, a Missouri corporation (the "Company"), in connection with the issuance and sale by the Company of \$400,000,000 aggregate principal amount of 7.15% Mortgage Bonds, Series 2009A due 2019 (the "Bonds"), covered by the Registration Statement on Form S-3 (No. 333-148136) (the "Registration Statement") filed on December 18, 2007 by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended.

The Bonds were issued under and secured by the General Mortgage and Deed of Trust, dated as of December 1, 1986 (the "Indenture"), between the Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.) (the "Trustee"). The Bonds were sold by the Company pursuant to the Underwriting Agreement, dated March 19, 2009, between the Company and Banc of America Securities LLC, BNP Paribas Securities Corp. and J.P. Morgan Securities Inc., as representatives of the several underwriters named therein.

In rendering the opinion expressed below, I have examined and relied upon a copy of the Registration Statement and the exhibits filed therewith. I have also examined originals, or copies of originals certified to my satisfaction, of such agreements, documents, certificates and statements of government officials and other instruments, and have examined such questions of law and have satisfied myself as to such matters of fact, as I have considered relevant and necessary as the basis for this opinion letter. I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to me for examination. I have also assumed that the Indenture is the valid and binding obligation of the Trustee.

Based on the foregoing, and subject to the qualifications and limitations hereinafter set forth, I am of the opinion that the Bonds are legally issued and constitute the valid and binding obligations of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency or other laws affecting enforcement of mortgagees' or other creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

For purposes of this opinion letter, I have further assumed that the Bonds will be governed by the laws of the State of Missouri. I am licensed to practice law in the State of Missouri and the foregoing opinion is limited to the laws of the State of Missouri.

I hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to all references to me included in or made a part of the Registration Statement.

Very truly yours,

/s/ Mark G. English

Mark G. English

Assistant General Counsel and Assistant Secretary