

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

AMENDMENT NO. 5 TO  
FORM U-1  
APPLICATION/DECLARATION  
UNDER THE  
PUBLIC UTILITY HOLDING COMPANY ACT OF 1935

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Great Plains Energy Incorporated  
Kansas City Power & Light Company  
Great Plains Energy Services Incorporated\*  
1201 Walnut Street  
Kansas City, MO 64106

Wolf Creek Nuclear Operating Corporation  
1550 Oxen Lane N.E.  
P.O. Box 411  
Burlington, KS 66839-0411

(Names of companies filing this statement and addresses of principal executive offices)

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Great Plains Energy Incorporated

(Name of top registered holding company of each applicant or declarant)

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Bernard J. Beaudoin  
Chairman of the Board, President and Chief Executive Officer  
Great Plains Energy Incorporated  
1201 Walnut Street  
Kansas City, MO 64106

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The Commission is requested to mail copies of all orders, notices and other communications to:

William G. Riggins, Esq.  
General Counsel  
Great Plains Energy  
Incorporated  
1201 Walnut Street  
Kansas City, MO 64106

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\* To be formed upon approval of the Commission

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The Application/Declaration filed in this proceeding on April 19, 2002, is hereby amended and restated in its entirety to read as follows:

**Item 1. Description of the Proposed Transactions**

**A. Introduction and General Request**

**1. General**

Pursuant to the Commission's Order Authorizing Corporate Reorganization and Financing Transactions; Reservation of Jurisdiction (the "Order"), dated September 7, 2001 (HCAR 27436), on October 1, 2001, Great Plains Energy Incorporated ("GPE") and Kansas City Power & Light Company ("KCPL") consummated an Agreement of Merger and Reorganization (the "Reorganization") that resulted in GPE becoming a holding company over KCPL, Great Plains Power Incorporated and KLT Inc.

Prior to the Reorganization, KCPL provided to certain of its subsidiaries services such as accounts payable, information technology, investor relations, legal, office space and other general administrative and support services. In their U-1 Application/Declaration seeking authorization for the Reorganization, the applicants stated that KCPL was then in the process of

evaluating the most economical and effective manner of providing support services to affiliate companies following the Reorganization, and that KCPL intended to file with the Commission not later than April 30, 2002, an application/declaration seeking authority to create a service company and to implement the final support service structure for the Great Plains Energy system.

The Order (at pages 15-16) noted KCPL's intention to file an application/declaration seeking authority to create a service company ("Future Service Company Application") and to implement the final support service structure for the GPE holding company system. The Order authorized KCPL and the nonutility Subsidiaries<sup>1</sup>, until the Future Service Company Application is made effective, to provide support services on an interim basis, as well as sell goods, to each other and to GPE consistent with current practice (as well as services and goods of a substantially similar nature) (the "Interim Period"). The Order provided that the Interim Period would be up to fourteen months, beginning with the grant of authority contained in the underlying application.

## 2. General Request

This Application/Declaration seeks the authorization and approval by the Commission with respect to the provision of intra-system services and goods following the expiration of the Interim Period, pursuant to Section 13 of the Public Utility Holding Company Act of 1935, as amended (the "Act") and the Rules thereunder. Specifically, GPE requests that the Commission

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<sup>1</sup>GPE's direct and indirect utility and nonutility subsidiaries are referred to in this Application/Declaration individually as a "Subsidiary" and collectively as "Subsidiaries". A "nonutility Subsidiary" is a Subsidiary which is not a public utility company under Section 2(5) of the Act.

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approve the designation of Great Plains Energy Services Incorporated ("GPES") as a subsidiary service company in accordance with the provisions of Rule 88 under the Act and the Service Agreement (as defined below) and find that GPES is so organized and will conduct its operations so as to meet the requirements of Section 13 of the Act and the Commission's Rules under the Act. GPE also requests authority, to the extent not exempted under Rules 81 and 87, for its subsidiaries to provide certain services and goods among themselves, as more fully described below.

The Applicants requested, as set out more fully in Item 1.D., below, that the Interim Period in which KCPL and the nonutility Subsidiaries may provide support services on an interim basis, as well as sell goods, to each other and to GPE consistent with current practice (as well as services and goods of a substantially similar nature) be extended to March 31, 2003. The Commission granted this request by Order dated November 4, 2002 (HCAR 35-25792).

## B. Description of the Parties to the Transaction

GPE is a registered holding company under the Act. GPE currently has four direct subsidiaries: KCPL, KLT Inc., Innovative Energy Consultants Inc. and Great Plains Power Incorporated ("GPP"). GPE is proposing in this proceeding to create GPES as a subsidiary service company. These subsidiaries are described in more detail in the following paragraphs. A corporate organization chart of GPE, showing the identity, relationship and classification of the current direct and indirect subsidiaries of GPE, is attached hereto as Exhibit A-3.

### 1. KCPL

KCPL is the only public utility company in the GPE system, and provides electricity at retail in portions of Kansas and Missouri and at wholesale.

KCPL has three directly-owned subsidiaries. Wolf Creek Nuclear Operating Corporation ("WCNOC") is a nonutility subsidiary which provides operation, maintenance, repair and decommissioning services at cost solely as agent for the owners of Wolf Creek Generating Station. KCPL holds an undivided 47% ownership interest in Wolf Creek Generating Station and holds 47% of the voting securities of WCNOC<sup>2</sup>. Home Service Solutions, Inc., is an intermediate holding company which holds interests in energy-related companies. Kansas City Power & Light Receivables Company is a special purpose entity established to purchase customer accounts receivable from KCPL.

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<sup>2</sup> KCPL's ownership of WCNOC is the subject of a No-Action Letter dated December 11, 1995 (1995 SEC No- Action 918; 1995 WL 737158), in which the Staff of the Commission stated that, based on the facts and representations presented, it would not recommend any enforcement action to the Commission under the Act, including Section 2(a)(3), against KCPL with respect to WCNOC. The facts and representations remain true, except that (a) Westar Energy, Inc., an owner of Wolf Creek Generating Station, rather than the respective owners, dispatches the output of the Station; (b) WCNOC either furnishes, or informs the owners regarding, major communications between WCNOC and the NRC to the owners of the Station; and (c) the legal name of of WCNOC is Wolf Creek Nuclear Operating Corporation. None of these changes affect the analysis presented in the No-Action Letter.

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### 2. KLT Inc.

KLT Inc. is an intermediate holding company. KLT Inc.'s primary subsidiaries engage in energy-related services and natural gas development activities. Certain other subsidiaries hold investments in exempt telecommunications companies or passive investments in affordable housing partnerships or community, economic development and energy-related opportunities.

3. Innovative Energy Consultants Inc.

Innovative Energy Consultants Inc. is an intermediate holding company which holds interests in energy-related companies as defined in Rule 58.

4. Great Plains Power Incorporated

GPP was established to hold interests in independent power plants ("IPPs"), which may be either public utility companies or exempt wholesale generators under the Act. GPP currently does not hold any interests in IPPs. During the second quarter of 2002, GPE management revised its corporate business strategy. As a result of this revision, management has decided to limit the operations of GPP until market conditions improve, or GPE changes its business strategy.

5. Great Plains Energy Services Incorporated

GPE proposes to create GPES as a direct, wholly-owned subsidiary of GPE. GPES, as a subsidiary service company, will enter into service agreements (each a "Service Agreement") with GPE, KCPL, KLT Inc., and certain other subsidiaries, associates and affiliates of associates (subsidiaries, associates and affiliates of associates who execute Service Agreements are referred to as "Clients"). A copy of the proposed form of the Service Agreement and the proposed form of Great Plains Energy Services Incorporated Service Agreement Procedures are filed as Exhibits B-1 and B-2, respectively<sup>3</sup>. Following the Commission's authorization, GPES will provide the Clients with a variety of administrative, management, environmental and support services, either directly or through agreements with associate or non-associate companies, as needed.

It is anticipated that GPES will be incorporated as a Missouri corporation and have a minimal equity capitalization - not more than 1,000 shares with total equity capital of not more than \$10,000. It is anticipated that GPES will finance its business through the issuance of debt securities exempted under Rule 52(b) to GPE or unaffiliated parties, or as otherwise authorized by the Act, Rules and Commission orders. Notwithstanding the foregoing, GPES will not borrow money from an associate company other than GPE unless specifically authorized by the Commission in a further proceeding.

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<sup>3</sup> The Service Agreement between GPES and KCPL must be filed with the Kansas Corporation Commission (the "KCC") to be effective, pursuant to K.S.A. 66-1402. The filing will be made on or about April 1, 2003. No KCC approval is required for the Service Agreement to be effective; however, the KCC may, after hearing, disapprove the agreement if it finds the agreement is not in the public interest.

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## C. Intra-system Provision of Services

### 1. GPES

In order to ensure adequate oversight and realize economies of scale, certain administrative and service functions for the GPE system will be consolidated and provided, either in whole or in part, through GPES. As a general rule, the individual system companies will maintain services that can benefit from individualized application at the company level, with GPES offering system-wide coordination and strategy, compliance, oversight and other services where economies can be captured by the centralization of services. In this Application/Declaration, only KCPL and WCNOG are requesting authority to provide goods and services beyond the scope of Rule 87; no other system company is requesting authority in this Application/Declaration to provide goods and services beyond the scope of Rule 87. Excluding KCPL and WCNOG, the following associate companies currently provide services to other associate companies as indicated: (i) R. S. Andrews Enterprises, Inc., provides services to its subsidiaries; (ii) KLT Inc. provides services to its subsidiaries; (iii) KLT Gas Inc. provides services to its subsidiaries; (iv) Custom Energy, L.L.C., provides services to its subsidiaries; and (v) Digital Teleport, Inc., an exempt telecommunications company, provides services to DTI Holdings, Inc. and Digital Teleport of Virginia, Inc., which are also exempt telecommunications companies.

In particular, it is anticipated that, subject to the requirements or limitations of state and federal law, the following classes of service may be offered by GPES, through departments that will be established following its formation and that may offer more than one class of services, to system companies<sup>4</sup>. These classes are grouped into two categories: corporate services and shared services. Clients will be required to take the services in the first category; Clients may choose which services to take in the shared services category, subject to the terms and conditions of the Service Agreement.

#### a. Corporate Services

##### 1. Corporate Secretary

These services include maintaining corporate documents; preparing and filing all documents necessary to maintain the corporate existence of Clients; and preparing and filing all necessary documents with the Securities Exchange Commission

## **2. Corporate Ethics & Governance**

These services include developing and administering strategies that create a work climate of high ethics and respect for others.

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<sup>4</sup> These classes of services, with a more detailed explanation of each service, are contained in Appendix A to the Service Agreement, Exhibit B-1.

## **3. Legal Liability Assessment and PUHCA**

These services include corporate liability assessment of contracts and agreements and legal services respecting matters under the Act.

## **4. Executive Benefits**

These services include supplemental benefits to the executives of GPE and its Subsidiaries.

## **5. Internal Audits**

These services include the identification, review, and prioritization of corporate risks, controls, and governance processes.

## **6. Investor Relations**

These services include responses to investor inquiries (current and potential) and to the financial analyst community and monitoring and maintaining of all GPE stock records.

## **7. Corporate Communications**

These services include the preparation and dissemination of information to associates, customers, governmental agencies, communities and the media.

## **8. Corporate Finance**

These services include recommending, coordinating and administering of all financial decisions affecting GPE and its Subsidiaries, including capital structure, financings, investments and dividends; manages system-wide risk.

## **9. External Reporting**

These services include development and reporting of the GPE system's external financial filings.

## **10. Executive Services**

These services include executive management, service on Client boards of directors and general administrative services.

## **11. Environmental Services**

These services include managing, monitoring, and providing guidance on compliance with all environmental legislation and regulations; developing and recommending environmental programs; performing remediation; and obtaining required environmental permits.

## **12. Corporate Security Services**

These services include developing and monitoring associate, physical asset, and information technology security policies and standards.

## **13. Governmental Affairs Services**

These services include providing legislative support and guidance on governmental matters.

#### **14. Community Relations**

These services include coordinating and monitoring corporate contributions and corporate volunteer programs.

#### **15. Corporate Accounting Services**

These services include the provision of accounting guidance, properly recording all known financial transactions in the period incurred, and providing and maintaining accounting systems, including book and tax property systems, with adequate and accessible detail to provide sufficient reporting.

#### **16. Corporate Development and Strategic Planning**

These services include resource planning and business analysis services, strategic planning, assisting GPE and its Subsidiaries to develop business plans and actions, consulting services related to cost reduction opportunities, strategic acquisitions and investments, and process enhancements to GPE and its subsidiaries.

#### **17. Tax Services**

These services include managing all GPE and Subsidiary tax issues, the preparation and filing of all federal, state and local tax returns, and the accounting for such taxes.

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#### **18. Corporate Budgeting**

These services include creating, coordinating, analyzing, and revising all capital and operating budgets for GPE and its Subsidiaries.

#### **19. Insurance Services**

These services include managing the insurance programs of GPE and its Subsidiaries.

#### **20. Leadership Services**

These services include identifying and developing talent throughout the GPE system.

#### **21. Diversity Services**

These services include the promoting of equity and fairness throughout the GPE system.

#### **22. Associate Services**

These services include employee issue resolution services.

### **b. Shared Services**

#### **1. Associate Benefits Services**

These services include developing, designing and administering associate benefit programs.

#### **2. Associate Relations Services**

These services include negotiating union labor contracts, advising on labor contract compliance, facilitating the associate selection process (union and non-union positions), and administering skills testing.

#### **3. Associate Compensation Services**

These services include designing and administering compensation programs (base salary and incentive plans) and maintaining the associate master information file.

#### **4. Associate Communication Services**

These services include providing information to associates.

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## **5. Employment Involvement Services**

These services include facilitating associate participation in work teams, committees, task forces, future search teams, and decision making.

## **6. Associate Training Services**

These services include developing and administering technical, job performance, and associate development skills training.

## **7. Safety & Medical Services**

These services include providing information, education and training for associates to comply with governmental regulations and corporate policy, providing electrical safety information to the public, providing medical services for treatment of associates sustaining work related injuries and illnesses and administering physical exams.

## **8. Mail Services**

These services include mail receipt, sorting and delivery service.

## **9. Document Processing Services**

These services include document publishing and document distribution services, graphic design capabilities and design, layout and production of signage and posters.

## **10. Facility Services**

These services include operating, maintaining, leasing and subleasing facilities and maintaining building grounds and equipment at acceptable and approved industry standards.

## **11. Legal Services**

These services include client contract and procedural review and negotiation, litigation, bankruptcy and collection, regulatory, employment and labor relations, and other legal services.

## **12. Security Services**

These services include personal and physical security services including facilities, property ingress/egress, investigations, and background checks.

## **13. Purchasing Services**

These services include processing requisitions for stock and non-stock materials, labor and contractors requested by Clients; negotiating material and contract labor contracts, disposition of obsolete assets, and managing business credit card programs.

## **14. Operational Audit Services**

These services include consulting services focusing on efficiency, effectiveness and economy, assistance in designing control systems, and related business planning.

## **15. Telecommunication Services**

These services include monitoring and operating the wide area network infrastructure, voice and data networks, telephone services, and broadcast teleconferencing services.

## **16. Network Services**

These services include providing internet, intranet, and extranet support and services, web-enablement support and electronic messaging and calendaring support.

## **17. Mapping & Drafting Services**

These services include creating, revising, and maintaining maps, drawings, or blueprints related to generating stations, transmission substations and systems and the distributions systems, and maintaining general office structure documents.

## **18. IT System Delivery Services**

These services include user system support, maintaining computer systems and developing new computer applications.

#### **19. IT System Operation Services**

These services include designing and managing local area networks, procuring and supporting desktop devices, managing data center, providing bill insert service, help desk support and database hardware and software operating systems monitoring and support.

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#### **20. Infrastructure Services**

These services include planning, designing, procuring, building, deploying, supporting, troubleshooting, operating and maintaining servers, middleware, and networks.

#### **21. Accounts Payable Services**

These services include the processing of vendor payments and the coordination and resolution of vendor inquiries.

#### **22. Payroll Services**

These services include processing all wage and labor related payments to active associates, including the withholding and deposit of all applicable Federal, State and Local associate and employer taxes, and preparing associate W-2's.

#### **23. Customer Billing Services**

These services include printing and mailing of bills to Clients' customers.

#### **24. Cashier Services**

These services include processing Clients' customer payments, handling exception items, including returned checks, and handling the printing of Client checks.

#### **25. Cash Management Services**

These services include managing funds and liquidity for Clients.

#### **26. Contract Management Services**

These services include negotiating and managing intra-system agreements and agreements between Clients and third parties.

#### **27. Account Management Services**

These services include administering and managing Service Agreements.

#### **28. Invoicing/Charge-Back Services**

These services include developing, recommending and implementing processes to appropriately bill Clients for the various services rendered.

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Applicants wish to note that no core public utility operations or functions will be performed by GPES. There is only one public utility - KCPL - currently in the GPE system, and it is anticipated that no economies would be realized by transferring these functions and related personnel to GPES at this time. Changes to the scope or character of the services to be rendered by GPES shall be done pursuant to the Act and its regulations.

As compensation for the services to be rendered under the Service Agreements, Clients shall pay to GPES all costs which reasonably can be identified and related to particular services performed by Service Company for or on their behalf. All charges for services shall be distributed among Clients, to the extent possible, based on direct assignment. The amounts remaining after direct assignment shall be allocated among the Clients using the allocation methods set forth in Appendix B of the Service Agreement, Exhibit B-1. Thus, charges for all services provided by GPES to its affiliated utility company and non-utility companies under the Service Agreements will be on an "at cost" basis as determined under Rules 90 and 91 of the Act.

GPES's accounting and cost allocation methods and procedures are structured so as to comply with the Commission's standards for service companies in registered holding company systems. GPES's billing system will use the "Uniform System of Accounts for Mutual Service Companies", established by the Commission for holding company systems, as may be adjusted to use the FERC uniform system of accounts.

Exhibit B-2 contains the proposed Service Agreement Procedures to be used in implementing and administering the Service Agreements. Services will be provided pursuant to work orders, in the form of "Service Requests", specifying the services to be performed by GPES for each Client<sup>5</sup>. Each Service Request will be approved by GPES and the Client, and will contain one or more Project IDs which will be used to accumulate the costs of providing services under the Service Request. The GPES Accounting Division will be responsible for authorizing new Service Requests, and for reviewing, monitoring and maintaining the Service Request system, including assignment of Project IDs.

The Service Agreement Procedures require all GPES employees, including executives, to keep, within reasonable cost, time records supporting labor charged to separately identifiable goods and services performed for Clients. Employees will record time daily in a minimum of half-hour increments. The employee's supervisor or authorized delegate will review and approve time reports. GPES will use an electronic time entry system for its employees. Time records will be maintained in accordance with record retention requirements set forth in 17 CFR 257, but in any event will be maintained for at least six years. Training sessions regarding time keeping requirements were held with KCPL employees who are expected to be transferred to GPES, and periodic training sessions regarding the Service Agreement procedures, including time keeping, will be held after the establishment of GPES.

The GPES Audit Services Department will conduct periodic reviews of GPES's business processes and systems to ensure that the services provided are properly documented and charged to the Clients on an appropriate basis.

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<sup>5</sup> The form of Service Request is attached as Exhibit B to Exhibit B-2.

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It is anticipated that GPES will be initially staffed by transfers of approximately 400 personnel from KCPL. A preliminary functional organization chart of GPES is attached as Exhibit B-8.

KCPL is currently the owner or lessee of certain office space, computer hardware, communications facilities (including local, long distance, internet and wireless services), office equipment and furnishings and vehicles, and is the licensee under certain software license agreements. It is anticipated that GPES will occupy portions of the owned or leased office space and will use portions of the owned or leased computer hardware, communications facilities, office equipment and furnishings and vehicles. Further, GPES will also use software currently licensed by KCPL. KCPL will provide for such occupancy and use under license, lease, sublease or service arrangements with GPES which will be in accordance with Rules 87, 90 and 91. Applicants state that none of the property proposed to be occupied or used by, or provided to, GPES constitute facilities used for the production, transmission, transportation or distribution of electric energy or natural or manufactured gas.

GPES may, in the future, enter into various leases of office space or personal property or licenses where such leases or licenses will pertain to more than a single company in the GPE system. A general form of office space sublease between GPES, as sublessor, and Clients is attached hereto as Exhibit B-7. GPES will charge each affected Client for the cost thereof pursuant to the Service Agreement and associated Service Requests and office space subleases (where applicable) and the Commission's rules.

No change in the organization of GPES, the type and character of the companies to be serviced, the methods of allocating cost to Clients, or in the scope or character of the services to be rendered subject to Section 13 of the Act, or any rule, regulation or order thereunder, shall be made unless and until GPES shall first have given the Commission written notice of the proposed change not less than 60 days prior to the proposed effectiveness of any such change. If, upon the receipt of any such notice, the Commission shall notify GPES within the 60-day period that a question exists as to whether the proposed change is consistent with the provisions of Section 13 of the Act, or of any rule, regulation or order thereunder then the proposed change shall not become effective unless and until GPES shall have filed with the Commission an appropriate declaration regarding such proposed change and the Commission shall have permitted such declaration to become effective.

Rule 88(b) provides that "(A) finding by the commission that a subsidiary company of a registered holding company ... is so organized and conducted, or is to be so conducted, as to meet the requirements of Section 13(b) of the Act with respect to reasonable assurance of efficient and economical performance of services or construction or sale of goods for the benefit of associate companies, at cost fairly and equitably allocated among them (or as

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permitted by [Rule 90]), will be made only pursuant to a declaration filed with the Commission on Form U-13-1, as specified in the instructions for that form, by such company or the persons proposing to organize it." Notwithstanding the foregoing language, the Commission has on at least two recent occasions made findings under Section 13(b) based on information set forth in an application on Form U-1, without requiring the formal filing on Form U-13-1. See Unitil Corp., 51 SEC Docket 562 (April 24, 1992); CINergy Corp.,



57 SEC Docket 2353 (October 21, 1994). The Order as well contemplates that an application/declaration would be filed by GPE seeking authority to create a service company (Order at 15). In this Application/Declaration, GPE has submitted substantially the same application information as would have been submitted in a Form U-13-1.

Accordingly, it is submitted that it is appropriate to find that GPES will be so organized and shall be so conducted as to meet the requirements of Section 13(b) of the Act, and that the filing of a Form U-13-1 is unnecessary or, alternatively, that this Application/Declaration should be deemed to constitute a filing on Form U-13-1 for purposes of Rule 88.

## **2. Services, Goods and Assets Involving KCPL**

### **a. Generally**

As described in Section C.1. of Item 1, above, KCPL, currently the only public utility in the GPE system, will provide to GPES occupancy and use of office space, computer hardware, communications facilities, office equipment and furnishings and vehicles leased or owned by KCPL, and the use of software licensed by KCPL. To the extent such matters do not fall within the exception provided in Rule 87(a)(3), Applicants request authorization for KCPL to engage in such activities. All such goods and services will be provided in accordance with Rules 87, 90 and 91, or as specifically authorized by the Commission. Applicants state that none of the property proposed to be occupied or used by, or provided to, GPES or any other associate company, constitute facilities used for the production, transmission, transportation or distribution of electric energy or natural or manufactured gas.

### **b. Wolf Creek Nuclear Operating Corporation**

Wolf Creek Nuclear Operating Corporation ("WCNOC"), a nonutility subsidiary of KCPL, provides operation, maintenance, repair and decommissioning services at cost solely as agent for the owners of Wolf Creek Generating Station<sup>6</sup>. WCNOC has been providing these services to the owners since 1987 pursuant to a certain Wolf Creek Generating Station Operating Agreement dated April 15, 1986, attached hereto as Exhibit B-3 (the "Operating Agreement"). The Operating Agreement provides (in Section 4.02) that all of the services rendered by WCNOC will be at actual cost without profit.

Further, the owners of Wolf Creek Generating Station may from time to time provide services and goods to WCNOC pursuant to a General Support Services Agreement dated January 1, 1987, and an Emergency Plan Support Services Agreement dated January 1, 1987, which are attached hereto as Exhibits B-4 and B-5, respectively. Goods and services provided to WCNOC pursuant to those agreements are provided at cost (which is defined to be direct cost plus percentage indirect cost adders for applicable fringe benefits and overheads)<sup>7</sup>. These indirect costs adders are subject to periodic adjustment to reflect the actual costs of each owner providing such goods and services. Applicants state that these agreements conform to Rules 90 and 91.

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<sup>6</sup> KCPL holds an undivided 47% ownership interest in Wolf Creek Generating Station, and 47% of the voting securities of WCNOC.

<sup>7</sup> KCPL's provision of goods and services to WCNOC is incidental to its business as a public utility and thus is exempt under Rule 87(a)(3).

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Pursuant to the Order, nonutility subsidiaries were authorized to provide goods and services to each other, and to KCPL, during the Interim Period. Applicants request authorization for WCNOC, as a nonutility subsidiary, to continue to provide goods and services to KCPL and the other owners of Wolf Creek Generating Station pursuant to these existing agreements. Applicants further request, to the extent not exempted under Rule 87(a)(3), authorization for KCPL to continue to provide goods and services to WCNOC pursuant to these existing agreements.

WCNOC, KCPL and Kansas Gas and Electric Company (an owner of Wolf Creek Generating Station) also have entered into a Service Reciprocity Agreement dated June 20, 1986, providing for the recognition of pension service credits earned by employees who transfer to or from WCNOC, which is attached hereto as Exhibit B-6. To the extent the Service Reciprocity Agreement may be deemed jurisdictional, Applicants request authorization for KCPL and WCNOC to continue with such agreement.

## **D. Request for Extension of Interim Period.**

As described above, the Order authorized KCPL and the nonutility subsidiaries, during the Interim Period, to provide support services as well as sell goods to each other and to GPE consistent with current practice, as well as services and goods of a substantially similar nature. The Interim Period was initially set to expire on November 6, 2002. Applicants requested that the Interim Period be extended to March 31, 2003. By Order of the Commission dated November 4, 2002, the Interim Period was extended through March 31, 2003.

**Item 2. Fees, Commissions and Expenses.**

The fees, commissions and expenses incurred or to be incurred in connection with the transactions proposed herein are anticipated to not exceed \$50,000.

**Item 3. Applicable Statutory Provisions.**

Sections 6, 7, 9, 10 and 13 of the Act and Rules 88, 90 and 91 are considered applicable to the proposed transactions.

Rule 54, which provides that in determining whether to approve transactions by a registered holding company or its subsidiaries other than with respect to exempt wholesale generators ("EWGs") or foreign utility companies ("FUCOs"), the Commission shall not consider the effect of the capitalization or earnings of any subsidiary which is an EWG or a FUCO upon the registered holding company system if Rule 53(a), (b) and (c) are satisfied, is not applicable to the proposed transactions in that GPE has no aggregate investment (as that term is defined in Rule 53 (a) (1) (i)) in an EWG or FUCO.

To the extent that the proposed transactions are considered by the Commission to require authorization, exemption or approval under any section of the Act or the rules and regulations other than those set forth above, request for such authorization, exemption or approval is hereby made.

**Item 4. Regulatory Approvals.**

The Missouri Public Service Commission (the "MPSC") has enacted rules governing the transactions among utilities and affiliated companies, 4 CSR 240-20.015.

Kansas law provides that no management, construction, engineering or similar contracts between a public utility and an affiliate shall be effective unless first filed with the Kansas Corporation Commission (the "KCC"), K.S.A. 66-1402. No KCC approval is required for such contracts to be effective; however, the KCC may disapprove such contract, after hearing, if it is found to not be in the public interest.

Pursuant to stipulations approved by the Missouri Public Service Commission (the "MPSC") and the KCC in Case No. EM-2001-464 and Docket No. 01-KCPE-708-MIS, respectively, KCPL is required to file with those agencies copies of all documents that must be filed with the Commission or FERC relating to the creation of GPES. KCPL also agreed to seek agreement with those agencies' staffs, and others, concerning an appropriate notification procedure to be utilized regarding the transfer of functions from KCPL to GPES. Further, KCPL and its affiliates agreed in those stipulations that they will not seek to overturn, reverse, set aside, change or enjoin a decision or order of those agencies which pertains to recovery, disallowance, deferral or ratemaking treatment of any expense, charge cost or allocation incurred or accrued by KCPL respecting a contract, agreement, arrangement or transaction with any affiliate, associate, holding, mutual service or subsidiary company on the basis that such expense, charge, cost or allocation has itself been filed with or approved by the Commission or was incurred pursuant to a contract, arrangement, agreement or allocation method that was filed with or approved by the

Commission. Finally, the stipulations include a contingent jurisdictional stipulation regarding contracts between KCPL and its affiliate and associate companies, which shall apply in the exclusive event that a court invalidates a decision of these state agencies pertaining to recovery, disallowance, deferral or ratemaking treatment of any expense, charge, cost or allocation incurred or accrued by KCPL on the basis that such expense, charge, cost or allocation has itself been filed with or approved by the Commission.

If the state commission finds the contracts to not be in the public interest, then the Applicants shall file with the Commission any order issued by the state commission and seek any necessary approval of the Commission. Except as stated above, no state or federal regulatory agency other than the Commission under the Act has jurisdiction over the proposed transactions.

**Item 5. Procedure**

Applicants/declarants respectfully request the Commission issue and publish not later than October 10, 2002, the requisite notice under Rule 23 with respect to the filing of this Application/Declaration, such notice to specify a date not later than October 25, 2002, by which comments may be entered and a date not later than November 1, 2002, as a date after which an order of the Commission granting and permitting this Application/Declaration to become effective may be entered by the Commission.

Applicants/declarants submit that a recommended decision by a hearing or other responsible officer of the Commission is not needed for approval of the financing requests made herein. The Division of Investment Management may assist in the preparation of the Commission's decision. The Applicants/declarants further request that there be no waiting period between the issuance of the Commission's order and the date on which it is to become effective.

**Item 6. Exhibits and Financial Statements**

**A. Exhibits**

- A-1 Articles of Incorporation of Great Plains Energy Services Incorporated
- A-2 Bylaws of Great Plains Energy Services Incorporated
- A-3 Corporate Organization Chart of Great Plains Energy Incorporated and Subsidiaries
- B-1 Form of Service Agreement\*
- B-2 Form of Service Agreement Procedures
- B-3 Wolf Creek Generating Station Operating Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company, Kansas Electric Power Cooperative, Inc. and Wolf Creek Nuclear Operating Corporation, dated April 15, 1986.\*
- B-4 General Support Services Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company and Kansas Electric Power Cooperative, Inc., dated January 1, 1987.\*

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- B-5 Emergency Plan Support Services Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company, Kansas Electric Power Cooperative, Inc. and Wolf Creek Nuclear Operating Corporation, dated January 1, 1987.\*
  - B-6 Service Reciprocity Agreement among Kansas City Power & Light Company, Kansas Gas and Electric Company and Wolf Creek Nuclear Operating Corporation, dated June 20, 1986.\*
  - B-7 Form of sublease agreement\*
  - B-8 Functional Organization Chart of Great Plains Energy Services Incorporated.
  - F-1 Opinion of Counsel
  - F-2 Past Tense Opinion of Counsel (to be filed by amendment)
  - H-1 Form of Notice\*

\* Previously filed.

**Item 7. Information as to Environmental Effects.**

The transactions proposed herein will not involve major federal actions significantly affecting the quality of human environment as those terms are used in Section 102(2)(C) of the National Environmental Policy Act, 42 U.S.C. 4321 et seq. Second, consummation of these transactions will not result in changes in the operations of GPE or its subsidiaries that would have any significant impact on the environment. To the knowledge of Applicants/declarants, no federal agency is preparing an environmental impact statement with respect to this matter.

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**SIGNATURES**

Pursuant to the requirements of the Public Utility Holding Company Act of 1935, the undersigned Applicants/Declarants have duly caused this Application/Declaration on Form U-1 to be signed on their behalf by the undersigned thereunto duly authorized.

GREAT PLAINS ENERGY INCORPORATED  
1201 Walnut  
Kansas City, MO 64106

          /s/Jeanie Sell Latz            
Name: Jeanie Sell Latz  
Title: Executive Vice President-  
Corporate and Shared Services  
and Corporate Secretary

Date: March 31, 2003

KANSAS CITY POWER & LIGHT COMPANY  
1201 Walnut

/s/Jeanie Sell Latz  
Name:      Jeanie Sell Latz  
Title:      Secretary

Date:  March 31, 2003

WOLF CREEK NUCLEAR OPERATING  
CORPORATION  
1550 Oxen Lane N.E.  
P.O. Box 411  
Burlington, KS 66839-0411

          /s/Richard A. Muench  
Name:      Richard A. Muench  
Title:      President and Chief  
            Executive Officer

Date:  March 31, 2003

**Articles of Incorporation For  
A Close Corporation Law**

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a statutory close corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

Article One

The name of the Corporation is Great Plains Energy Services Incorporated and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Jeanie Sell Latz,      1201 Walnut,      Kansas City, Missouri  
64106-2124

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Name	Address	City/State/Zip
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Article Three

A. The aggregate number, class and par value, if any, of shares which the corporation shall have the authority to issue are as follows:

One Hundred (100) shares, all of which shall be no par common stock.

B. The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions or special or relative rights, including convertible rights, in respect to the shares herein authorized.

Article Four

A. The transfer of shares by a living shareholder are as follows:

1. Governed by section 351.770; or
2. Stated as follows (state conditions for transfer):

There are no conditions or restrictions on transfer.

A. The transfer of shares of a deceased shareholder are as follows:

1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

2. Governed by the following conditions:

There are no conditions or restrictions on transfer.

Article Five

The name and place of residence of each incorporator is as follows:

Bernard J. Beaudoin      11439 West 105<sup>th</sup> Terrace      Overland Park,  
Kansas 66214

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Name	Address	City/State/Zip
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Article Six

(Choose one)

The corporation does not have a board of directors; or

The number of directors to constitute the first board of directors is \_\_\_\_\_. Thereafter the number of directors shall be fixed by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

The number of directors to constitute the board of directors is \_\_\_\_\_. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

#### Article Seven

The duration of the corporation is perpetual.

#### Article Eight

The corporation is formed for the following purposes:

In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto, and to carry on, transact and engage in any and every lawful business or other lawful thing calculated to be of gain, profit or benefit to the Corporation as fully and freely as a natural person might do, to the extent and in the manner, anywhere within and without the State of Missouri, as it may from time to time determine, and to have and exercise each and all of the powers and privileges, either direct or incidental, which are given and provided by or are available under the laws of the State of Missouri in respect of business corporations organized for profit thereunder; provided, however, that the Corporation shall not engage in any activity for which a corporation may not be formed under the laws of the State of Missouri.

#### Article Nine

This close corporation shall be dissolved in the following manner (complete both A & B):

A. The following shareholder or shareholders have authority to dissolve the corporation (indicate all if all have authority and the percentage of votes required to vote on the dissolution, otherwise list name of individual shareholders with authority to dissolve):

All shareholders have authority to vote on a proposal of dissolution. Such proposal must be approved by at least 2/3 of the votes entitled to be cast on the proposal.

B. The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here ); or
2. Upon the occurrence or the following specified event(s) or contingency(ies):

#### Article Ten

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation (351.760, RSMo)

#### Article Eleven

(Any additional optional statements)

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

April 1, 2003

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

/s/B. J. Beaudoin            Bernard J. Beaudoin            3/25/2003

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Signature of Incorporator	Printed or Typed Name of Incorporator(s)	Date of Signature
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FILED  
MAR 25 2003  
Matt Blunt  
SECRETARY OF STATE

GREAT PLAINS ENERGY SERVICES INCORPORATED

BY-LAWS

April 1, 2003

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GREAT PLAINS ENERGY SERVICES INCORPORATED

BY-LAWS

ARTICLE I

Offices

Section 1. The registered office of the Corporation in the State of Missouri shall be at 1201 Walnut, in Kansas City, Jackson County, Missouri.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shareholders

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the first Tuesday of May in each year, if not a legal holiday, and if a legal holiday, then on the first succeeding day which is not a legal holiday, at ten o'clock in the forenoon, for the purpose of electing directors of the Company and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

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Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Failure to comply with the requirements of this Section shall not affect the validity of any action taken at any such meeting.

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

In all elections for directors, each shareholder shall be entitled to one vote for each share owned by him or her, and each shareholder may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates. There shall be no cumulative voting.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these By-Laws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

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Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the by-laws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Articles of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

### ARTICLE III

#### Board of Directors

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as "designated directors".

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Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

## ARTICLE IV

### Officers

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of a majority of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

## ARTICLE V

### Powers and Duties of Officers

Section 1. The President shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the shareholders and shall perform such other duties as the shareholders shall from time to time prescribe.

Section 2. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time.

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Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking

proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

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## ARTICLE VI

### Certificates of Stock

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

## ARTICLE VII

### Dividends

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

## ARTICLE VIII

### Fiscal Year

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the President shall cause a report of the business and affairs of the Corporation to be made to the shareholders.

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## ARTICLE IX

### Waiver of Notice

Whenever by statute or by the Articles of Incorporation or by these By-Laws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE X

### Indemnification by the Corporation

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE XI

### Amendments

The shareholders may make, alter, amend or repeal By-Laws of the Corporation by a majority vote of the shareholders at any regular meeting of the shareholders or at any special meeting of the shareholders if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal By-Laws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

## Great Plains Energy Incorporated and Subsidiaries

Name of Company	Type of Business and Jurisdictional Basis
Great Plains Energy Incorporated	Registered holding company
Great Plains Power Incorporated	Power generation (note 1)
Innovative Energy Consultants Inc.	Intermediate holding company; Rule 58(b)(1)(v) (note 2)
Kansas City Power & Light Company	Electric utility company (note 3)
Kansas City Power & Light Receivables Company	Accounts receivable management (note 4)
Wolf Creek Nuclear Operating Corporation	Nuclear operation and management company; Rule 58(b)(1)(vii)
Home Service Solutions Inc.	Intermediate holding company; Rule 58(b)(1)(iv) (note 5)
Worry Free Service, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 6)
R.S. Andrews Enterprises, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
RSA Services Termite & Pest Control, Inc.	Inactive; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews Enterprises of Charleston, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews Enterprises of Dallas, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews Enterprises of Kansas, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R. S. Andrews Enterprises of South Carolina, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews of Chattanooga, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews of Fairfax, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews of Maryland, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews Services, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)

R.S. Andrews of Stuart II, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews of Tidewater, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
R.S. Andrews of Wilmington, Inc.	Energy-related company; Rule 58(b)(1)(iv) (note 7)
KLT Inc.	Intermediate holding company (note 8)
KLT Investments Inc.	Intermediate holding company (note 9)
KLT Investments II Inc.	Intermediate holding company (note 10)
KLT Energy Services Inc.	Intermediate holding company; Rule 58(b)(i) and (v) (note 11)
Custom Energy, L.L.C.	Energy-related company; Rule 58(b)(1)(i) (note 12)
Custom Energy/M&E Sales, LLC	Energy-related company; Rule 58(b)(i) (note 12)
CM2, LLC	Inactive (note 12)
Custom Energy Holdings, L.L.C.	Energy-related company; Rule 58(b)(1)(v) (note 13)
Strategic Energy, L.L.C.	Energy-related company; Rule 58(b)(1)(v) (note 14)
KLT Gas Inc.	Gas exploration and production (note 15)
Apache Canyon Gas, L.L.C.	Inactive (note 15)
FAR Gas Acquisitions Corporation	Intermediate holding company (note 15)
Forest City, LLC	Gas exploration and production (note 15)
Forest City Gathering, LLC	Inactive (note 15)
KLT Gas Operating Company	Inactive (note 15)
Patrick KLT Gas, LLC	Inactive (note 15)
KLT Telecom Inc.	Exempt Telecommunications Company; Section 34 (note 16)
Advanced Measurement Solutions, Inc.	Inactive (note 16)
Copier Solutions, LLC	Inactive (note 16)

eChannel, Inc.	Inactive (note 16)
Municipal Solutions, L.L.C.	Inactive (note 16)
Telemetry Solutions, L.L.C.	Inactive (note 16)
Globalutilityexchange.com, LLC	Inactive (note 16)
DTI Holdings, Inc.	Exempt Telecommunications Company; Section 34 (note 16)
Digital Teleport, Inc.	Exempt Telecommunications Company; Section 34 (note 16)
Digital Teleport Nationwide LLC	Inactive; Section 34 (note 16)
Digital Teleport of Virginia, Inc.	Exempt Telecommunications Company; Section 34 (note 16)

Note: Kansas City Power & Light Company is the trustor of KCPL Financing I and the Kansas City Power & Light Wolf Creek Decommissioning Trust.

Companies which are noted as "inactive" are not presently conducting business on an ongoing basis.

Note 1: See Paragraph 3 of Appendix A to September 7, 2001 Order. Great Plains Power Incorporated currently owns no facilities, in place, for the production, transmission, transportation or distribution of electric energy or natural or manufactured gas.

Note 2: The September 7, 2001 Order authorized Great Plains Energy to acquire, directly or indirectly through a nonutility subsidiary, the securities or one or more new intermediate subsidiaries which may be organized exclusively for the purpose of acquiring, holding and/or financing the acquisition of the securities of or other interests in one or more exempt wholesale generators, foreign utility companies, exempt telecommunications companies, Rule 58 companies or other non-exempt non-utility subsidiaries. Innovative Energy Consultants Inc. was formed to acquire interests in Rule 58 companies. The company currently holds interests in Custom Energy Holdings, L.L.C.

Note 3: September 7, 2001 Order.

Note 4: See Paragraph 2 of Appendix A to September 7, 2001 Order.

Note 5: See Paragraph 1 of Appendix A to September 7, 2001 Order.

Note 6: See Paragraph 1.1 of Appendix A to September 7 2001 Order.

Note 7: See Paragraph 1.2 of Appendix A to September 7 2001 Order.

Note 8: See Paragraph 4 of Appendix A to September 7 2001 Order.

Note 9: See Paragraph 4.4 of Appendix A to September 7 2001 Order.

Note 10: See Paragraph 4.5 of Appendix A to September 7 2001 Order. The Commission has reserved jurisdiction over the retention of KLT Investments II and its subsidiaries for a period of three years from Great Plains Energy's registration under the Act.

Note 11: See Paragraph 4.1 of Appendix A to September 7 2001 Order.

Note 12: See Paragraph 4.1.3 of Appendix A to September 7 2001 Order.

Note 13: See Paragraph 4.1.2 of Appendix A to September 7, 2001 Order.

Note 14: See Paragraph 4.1.4 of Appendix A to September 7 2001 Order.

Note 15: See Paragraph 4.2 of Appendix A to September 7 2001 Order.

Note 16: See Paragraph 4.3 of Appendix A to September 7 2001 Order.





**GREAT PLAINS ENERGY  
SERVICES INCORPORATED**

**SERVICE AGREEMENT  
PROCEDURES**



\_\_\_\_\_, 2003

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**Introduction**

Great Plains Energy Services Incorporated ("GPES") will provide a variety of administrative, management and support services to Great Plains Energy Incorporated ("GPE") and other GPE system companies and business units (Client Companies). GPES will be subject to the rules and regulations of the Securities and Exchange Commission (SEC) pursuant to the Public Utility Holding Company Act of 1935 (PUHCA), and in particular, to Section 13 thereof.

**Service Agreements and Service Requests**

GPES will enter into a Service Agreement with a Client Company that is substantially similar to the Service Agreement attached hereto as Exhibit A. The Service Agreement will set forth in general terms the services to be performed by GPES directly or indirectly for a Client Company. GPES and each Client Company will prepare work orders, in the form of Service Requests, to specify the services to be performed by GPES for a Client Company. A sample Service Request is attached hereto as Exhibit B. Additional documentation of work to be performed pursuant to Service Requests may be used by the parties.

The purpose of the Service Request is to establish service expectations between GPES and each Client Company. Each Service Request will be reviewed and agreed upon on an as needed basis by authorized representatives of GPES and each Client Company. In

conjunction with this review of Service Requests, the allocation methods and ratios presented in Service Agreement Appendices A and B shall be reviewed and agreed upon by the parties.

Each Service Request is approved by the individual(s) authorized to represent GPES and the Client Company related to the services to be provided.

## **Accounting Procedures**

GPES will maintain a process which allows it to accumulate costs in Project IDs. Where possible, these costs will be charged out to Client Companies using direct charging methodologies, including time and materials. Project IDs collect resource costs for services and activities described in the Service Request. This process supports the philosophy of billing costs to the Client Company on an appropriate basis. GPES will use this process to maintain accounting systems to record all of its costs.

Costs will be billed to Client Companies as work is performed and costs are incurred. The GPES Accounting Division is responsible for ensuring that all of the billing methodologies are consistent with the Service Agreement approved by the SEC.

Direct Costs are defined as those that can be identified as being applicable to services performed for a single Client Company or group of Client Companies. Direct costs include the fully distributed cost of providing that particular service. The fully distributed costs include labor costs, labor related costs (such as pensions and benefit costs, and facility costs), IT costs, outside services where applicable, back office support costs of running GPES, and other non-labor costs such as materials and supplies. Direct Costs will be charged to the Client Company or Client Companies responsible for the activity.

Indirect Costs include those costs of a general nature such as general services, and other support costs which cannot be specifically identified to a client company or companies or to a specific service and therefore must be allocated. An example of Indirect Costs is Corporate Services, which consists of, for example, functions such as corporate finance, corporate secretary, internal audits, investor relations, external reporting and corporate communications. The allocation to Client Companies will be based on factors identified in Appendix B attached to the Service Agreement.

## **Services and Service Requests**

Initially, GPES and the Client Companies will have the responsibility to determine which services will be provided by GPES, except for Corporate Services (as defined in the Service Agreement), which shall be provided by the Service Company and cannot be declined by the Client Companies. Thereafter, Client Companies will have the responsibility to request new or additional services from GPES.

Services provided will be reviewed on an as needed basis by GPES and Client Companies. Service Requests will be prepared for on-going or special services which benefit one or more Client Companies. Examples of on-going services are payroll processing and IT desktop support. Examples of special services include requests to prepare FERC Form 1 schedules, projects and special studies and analyses. Service Requests will be approved by the individual(s) authorized to represent GPES and each Client Company in accordance with applicable policies and procedures (an example of such policies and procedures is the excerpt from Kansas City Power & Light Company Policy and Procedure KCPL-103, attached hereto as Exhibit C solely for purposes of illustration). In all cases, the authorized approvers representing GPES and the Client Company will be different individuals.

Each Service Request will contain one or more Project IDs which will be used to accumulate the costs to the Service Company of providing the services under the Service Request. A new Service Request will be executed by Service Company and Client in the event a new service category is added to Appendix A of the Service Agreement (subject, however, to the provisions of Section 1.1 of the Service Agreement). A new Service Request, establishing new or different Project IDs, may be also appropriate for a project or activity falling within the categories of services contained in Appendix A. However, the cost of the activity or project may be able to be captured in an existing Service Request. The following items, among others, may be considered in determining the need for a new Service Request:

1. No existing Service Request uses a billing methodology that is appropriate for the activity or project.
2. No existing Service Request distributes costs to GPE, the desired Client Company or affiliates for the activity or project.
3. The total estimated annual cost of the activity or project is greater than \$100,000.
4. There is a regulatory or corporate requirement to allocate or accumulate costs in a specific manner for an activity or project.

## **Service Request Monitoring and Control**

GPES Accounting Division is responsible for reviewing, monitoring and maintaining the Service Request system. GPES Accounting Division will also authorize new Service Requests. All Service Requests will be maintained in a common depository that lists each

Project ID, brief description, and the method of allocation. The listing will be reviewed at least annually and updated for all new and outdated Service Requests/Project IDs.

### **Allocation Factors Update and Revisions**

Allocation factors will be based on cost drivers specifically applicable to the service provided. GPES Accounting Division will have the primary responsibility for ensuring that allocation factors are correct, accurate and current. Allocation factors utilized by GPES must be approved by the SEC. The raw data used for the allocations will be updated at least annually, and more frequently for major occurrences such as acquisitions and sale of assets.

GPES Accounting Division will be responsible for evaluating new allocation methodologies and will coordinate SEC approval efforts with the Legal Department. Changes to allocations require advance written notice to the SEC of not less than 60 days prior to the proposed effective date of the change. If a formula is used to allocate costs, then changes to the formula require advance notice to the SEC as described. Updates to variables in the formula do not require SEC notification.

A list of current allocations will be filed annually with the SEC on Form U-13-60.

### **Time Reporting**

All GPES employees, including executives, shall keep, within reasonable cost, time records supporting labor charged to separately identifiable goods and services performed for Client Companies.

Employees will record time daily in a minimum of half-hour increments. The employee's supervisor or authorized delegate will review and approve time reports. Time records will be maintained in accordance with record retention requirements set forth in 17 CFR 257, but in any event, will be maintained for at least six years.

### **Billing and Review**

GPES shall prepare a monthly invoice detailing the work performed by Service Request for each Client Company. Payment shall be made by the Client Company by making remittance or by making (offsetting) accounting entries of the amount billed. Payment term (or appropriate offsetting accounting entries) is thirty days of receipt.

### **Dispute Resolution Procedure**

In the event there is a dispute between the Client Company and GPES regarding a billing methodology and/or amount, GPES Accounting Division and representatives of the Client Company will meet to discuss the issue. If a resolution cannot be reached among the parties, the issue will be referred to the GPE Advisory Committee for final disposition.

### **Internal Audit Control**

Audit Services, under the direction of the Senior Vice President - Corporate Services, will conduct periodic reviews of GPES's business processes and systems to ensure that the services provided are properly documented and charged to the Client Companies on an appropriate basis. Reviews shall be performed such that all major service areas are evaluated over time. Audit Services will also conduct reviews of transactions and Service Request charge methods to assess whether they comply with SEC requirements.

Audit Services maintains an independent role and has direct contact to GPE's Audit Committee. Audit findings, recommendations and progress toward resolution of findings are reported to the Audit Committee and senior management as appropriate.

### **Budgeting**

After the transition phase, budgeting for GPES will be a joint effort between it and other Client Companies. Renewal / revision of Service Requests for the upcoming budget period will provide the basis for preparing budgets.

### **Evaluation**

GPES will review its costs for competitiveness on a regular basis. Benchmarking and other measurement techniques will be used to the extent deemed appropriate and agreed-to between GPES and Client Companies. Additionally, GPES will also initiate a customer

review process to gauge the value and quality of the services provided. Results will be shared with the Client Companies to allow them to evaluate cost effectiveness and assess alternate options.

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**Exhibit A**  
**Service Agreement**

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**Exhibit B**  
**Service Request**

To Be Completed by Requestor:

<b>Description/Scope of Service Requested:</b>
<b>Requestor/Sponsor:</b>
<b>Term of Service Requested:</b> c From: _____ To: _____ or c Ongoing

To Be Completed by Service Provider:

**Project ID**

**Description**

<b>Service Provided:</b>
<b>Estimated cost:</b>
<b>Project Type:</b> c O&M c CONST (Note: if this is a Construction project, additional forms and approvals should be submitted to Property Accounting ).
<b>Contact Person/ Project Leader:</b>
<b>How to be Billed:</b>  Direct Bill to: c GPE (Holding Co.) c HSS c KCP&L c WFINC c Great Plains Power c KLT Subs c _____  or if Allocated: Factor Used

**APPROVALS**

<b>SERVICE COMPANY</b>	<b>CLIENT COMPANY</b>
------------------------	-----------------------

Signature	Signature
Name	Name
Title	Title

**Exhibit C**

Excerpt from Kansas City Power & Light Company  
Policy and Procedure KCPL-103

KCP&L - 103

**APPROVAL AUTHORITY FOR  
BUSINESS TRANSACTIONS**

**OVERVIEW**

*All business transactions must be approved by an associate who has the required authority and responsibility to verify that the transaction is proper. The purpose of this procedure is to establish the approval authority for transactions that are necessary to conduct KCP&L business. This includes approval authority for employment related matters, ie: hiring, promotions.*

**DEFINITION OF  
BUSINESS  
TRANSACTIONS**

A business transaction is any economic event that impacts KCP&L's financial statements (assets, liabilities, capital, revenue or expenses), stated in a form that can be accepted and processed in one or more of KCP&L's accounting systems.

**CORPORATE  
APPROVAL SYSTEM**

KCP&L business transactions can be approved based on authorizations documented in the Corporate Approval System. This system lists eligible associates and the approval authorizations granted to that associate by KCP&L's Officers for the major types of business transactions. All business transactions will be approved by an authorized associate knowledgeable enough to verify that the transaction is proper. Approval authorizations can be verified by department cost center for approvals through the Corporate Approval System on the Accounting Division's intranet site.

Regardless of authorization amount granted to an associate, every business transaction must be approved by a position higher than the associate initiating the transaction except one initiated by the KCP&L President or where specifically exempted in this policy.

**KCP&L  
TRANSACTION  
APPROVALS**

To provide for increased consistency and control, certain transactions have been excluded from the Corporate Approval System. Approval requirements for these transactions, also listed in Section 1 below, have been set at a Company level and can only be changed by the KCP&L President or a KCP&L Vice President.

Generally, only supervisory associates are eligible to approve business transactions, unless justified by the nature of an associate's job

**ELIGIBILITY FOR APPROVAL AUTHORIZATION**

responsibilities. Supervisors include those temporarily stepped-up from their Union position.

**DELEGATION**

When operationally necessary, approval authority may be temporarily delegated to a person with a lower level of responsibility as long as the person to whom authority is delegated has sufficient knowledge to verify the correctness of the business transactions. The delegated approval authority can not exceed the authority of the person delegating it.

**FORM OF APPROVAL**

Approval shall be designated at least by first initial and last name, of the person giving approval to the business transactions. A person acting temporarily on behalf of an absent associate shall indicate approval in the following manner:

John Doe  
for  
James Smith

Manually written approval is not necessary when a business transaction is approved through the Voucher Imaging Payable System (VIPS). All invoices that do not bear a manually written approval shall be submitted to the VIPS system for an electronic approval. The VIPS system shall identify the approver based upon an assigned Operator ID and password, and will allow the associate the capability to approve a voucher based upon the dollar limits as defined by the Corporate Approval System. A record of the approver shall be maintained by the system for historical purposes.

For some approval transactions, an additional or higher level of approval than stipulated in the Corporate Approval System is sometimes required. See Section 1 below for these requirements.

**ESTABLISHING AND UPDATING APPROVAL AUTHORIZATION**

Establishment of new or revised approval authorizations can be made by submitting a properly approved request to the Accounting Division.

When establishing a new position in which the associate will require approval authority, the Vice President or a management associate two levels above the level being established will be responsible to approve the authorization and ensure the following steps are completed:

- (a) Determine and advise associate of assigned approval authority.
- (b) Forward approved authorizations to the Accounting Division.

**FURTHER INFORMATION**

If further information is desired on this procedure, contact the Accounting Division.

**BUSINESS TRANSACTION APPROVALS**

- Section 1 - Dollar Transactions
- Section 2 - Employment Related Transactions
- Section 3 - Other

**SECTION 1 - APPROVAL OF DOLLAR TRANSACTIONS**

**CORPORATE APPROVAL SYSTEM**

*Subject to the limitations shown under "Corporate Established Approvals" below, associates can approve the following transactions based on authorizations documented in the Corporate Approval System.*

**Items to be approved**

**Position(s) Approving**

Authorizations for construction projects:

Per the Corporate Approval System

Purchase Requisitions:

Per the Corporate Approval System

Not Under Approved Authorizations

Under Approved Authorizations

Invoices:

Per the Corporate Approval System

Purchase Orders:

Invoices that cause accumulated expenditures to exceed the purchase order (P.O.) authorized amount or lease term require approvals as follows:

- |   |                            |
|---|----------------------------|
| - - Invoices which when added to prior invoices exceed the P.O. by 10% or \$50,000  | Director or Vice President |
| - - Invoices which when added to prior invoices exceed the P.O. by both 10% and \$50,000  | Vice President             |
| - - Invoices for lease periods which cause the lease to exceed the approved term by 4 or more months  | Director or Vice President |
| - - Invoices for lease periods which cause the approved lease to exceed the approved term by 4 or more months and which when added to prior invoices exceed the approved lease amount by \$50,000 | Vice President             |

Direct Pay and Check Requests:

Per the Corporate Approval System

Out-of-Town Travel:

Per the Corporate Approval System

Reimbursement of Expenses to Associate

Contracts:

Certain contracts require approvals in addition to those stipulated in the Corporate Approval System:

- |   |  |
|---|--|
| Nonstandard contracts                               | General Counsel or designee, Purchasing, or KCP&L Vice President, Department |
| Standard contracts -<br>Development of initial form | General Counsel or designee  |

### **PROCEDURAL OR OPERATIONAL APPROVALS**

#### **Item To Be Approved**

#### **Position(s) Approving**

- |   |   |
|---|---|
| Desktop Computer Equipment or Software  | Information Technology Services and KCP&L department head |
| Information Technology projects   | KCP&L President or designee                               |
| Contributions/Donations   | Superintendents-South, and East Districts                 |
| Up to \$100 each if within approved contribution budgets  |   |
| If within the Board of Directors' allocated budget  | KCP&L Vice President                                      |
| Other monetary or property contributions within Board of Director guidelines  | KCP&L President   |
| Damage Settlement Claims  |   |
| Property Damage Claims - Settlement authority (except where precedent setting or where associate is empowered under the customer guarantee program) |   |

- Up to \$100	1st level Supervisor in Customer Service
-- Up to \$500	2nd level Supervisor in Customer Service
-- Up to \$1,000 -Related to alleged inadequate or faulty electric service	Manager, Customer Communications Center or designee
-- Other to \$2,000	Superintendent, Distribution up to Manager, Distribution
-- Current contract levels	
-- Above \$2,000	Authorized Risk Management Contractor  KCP&L Vice President concerned with concurrence of any other potentially affected areas
Damage settlement claims which may set precedence	General Counsel or designee
Personal injury claims	Law Department Attorneys
Combination personal injury and property	Law Department Attorneys
Vehicular accidents	Law Department Attorneys; Authorized Risk Management Contractor (to current contract levels)
Fleet equipment acquisitions and modifications over \$500, regardless of power source	Manager, Support Operations KCP&L V.P. if unbudgeted
Materials	
- Overshipments	Manager or Superintendent if overshipment is over \$500 or 10% of order total. Director if overshipment is \$10,000 or more
-- Stores Requisitions	First level Supervision - May be after the fact approval based on monthly report of associate requisitions
Cellular telephones	Department Head
Moving Expenses	KCP&L Vice President and Human Resources Division
Office furniture over \$500/piece or \$1,000 total purchase	
Budgeted	Budget in individual departments. Purchase by Facilities Construction and Maintenance to provide adherence to Company standards
Unbudgeted	
Purchase Orders	Purchasing Department
Reimbursement of associate incurred business expenses other than out of town travel and other costs specifically identified above	Immediate Supervisor
Remittance to outside agencies of amounts withheld from associate paychecks or collected from customers	Asst. Controller or KCP&L Vice President
Establishment of repetitive wire transfers of Company funds	Two officers
Use of repetitive wire transfers of Company funds	Treasury Dept. associates One officer
Non-repetitive wire transfers of Company funds	





Great Plains Energy Services Incorporated

Preliminary Functional Organization Chart

Corporate and Shared Services	Finance and Treasury	Public Affairs	Strategic Planning
<p>Corporate Secretary                      Corporate Ethics and Governance                      Legal Liability Assessment and PUHCA                      Executive Benefits                      Internal Audits                      Executive Services                      Environmental Services                      Corporate Security Services                      Leadership Services                      Diversity Services                      Associate Services                      Associate Benefits                      Associate Relations                      Associate Compensation                      Associate Communication                      Employment Involvement                      Associate Training                      Safety and Medical                      Mail Services                      Document Processing                      Facilities Services                      Legal Services                      Security Services                      Purchasing Services                      Operational Audit Services                      Telecommunication Services                      Network Services                      IT System Delivery Services                      Infrastructure Services                      Contract Management                      Account Management</p>	<p>Corporate Finance                      External Reporting                      Corporate Accounting Services                      Tax Services                      Corporate Budgeting                      Insurance Services                      Accounts Payable Services                      Payroll Services                      Customer Billing Services                      Cashier Services                      Cash Management Services                      Invoicing/Charge-Back Services</p>	<p>Investor Relations                      Corporate Communications                      Governmental Affairs Services                      Community Relations</p>	<p>Corporate Development and Strategic Planning</p>

March 31, 2003

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, DC 20549

RE: Great Plains Energy Incorporated  
File No. 070-10064

Ladies and Gentlemen:

This opinion is furnished to the Securities and Exchange Commission (the "Commission") in connection with the filing of the Application/Declaration on Form U-1 (File No. 070-10064) under the Public Utility Holding Company Act of 1935, as amended (the "Act") by Great Plains Energy Incorporated ("Great Plains Energy") and its subsidiaries Kansas City Power & Light Company ("KCPL") and Wolf Creek Nuclear Operating Corporation ("WCNOC") (collectively, the "Applicants").

Applicants seek authorization and approval of the Commission related to (i) the formation of Great Plains Energy Services Incorporated ("GPES") as a direct, wholly-owned subsidiary of Great Plains Energy and its designation as a subsidiary service company in accordance with Rule 88 under the Act, (ii) the adoption of a service agreement to permit, under Section 13 of the Act, to permit GPES to render services to Great Plains Energy and its subsidiaries, (iii) the provision of certain services by KCPL to WCNOC and GPES to the extent not exempted under Rule 87 under the Act, and (iv) the provision of certain services by WCNOC to KCPL and the other owners of Wolf Creek Generating Station to the extent not exempted under Rule 87 of the Act, all as more fully described in the Application (the "Transactions"). All terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

I have acted as counsel to Great Plains Energy in connection with the filing of the Application. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Application.

In connection with this opinion, I have examined the Application and the exhibits thereto, and originals, or copies certified to my satisfaction, of such corporate records of the Applicants and other entities, and such other documents, records and matters of law as I have deemed necessary for the purposes of this opinion. I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals and the conformity to the original documents of all documents submitted to me as copies. As to any facts material to my opinion, I have, when relevant facts were not independently established, relied upon the Application and the aforesaid documents.

Based on the foregoing, and subject to the assumptions, qualifications and limitations hereinafter specified, I am of the opinion that, in the event the Transactions are completed as described in the Application:

1. All state laws applicable to the proposed Transactions will have been complied with.
2. GPES will be validly organized and duly existing under the laws of the state of Missouri, the equity securities to be issued by GPES will be validly issued, fully paid and nonassessable, and holders thereof will be entitled to the rights and privileges appertaining thereto set forth in the articles of incorporation and related documents of GPES which define such rights and privileges.
3. The debt securities proposed to be issued by GPES as part of the proposed Transactions will be valid and binding obligations of GPES in accordance with the terms thereof, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting the enforceability of creditors' rights generally and to general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing) regardless of whether considered in a proceeding in equity or at law.
4. Great Plains Energy will legally acquire the equity and debt securities of GPES proposed to be issued as part of the proposed Transactions.
5. The consummation of the proposed Transactions will not violate the legal rights of the holders of any securities issued by the Applicants or any associate company thereof.

The opinions expressed above are subject to the following assumptions and conditions:

- a. The Commission shall have duly entered an appropriate order or orders with respect to the Transactions granting and permitting the Application to become effective under the Act and the rules and regulations thereunder and the Transactions are consummated in accordance therewith.
- b. The Transactions shall have been accomplished in accordance with required approvals, authorizations, consents, certificates, filings and orders of all state and federal commissions or regulatory authorities having jurisdiction over any of the Transactions, and all such required approvals, authorizations, consents, certificates, filings and orders shall remain in effect at the closings of the Transactions.
- c. The Transactions shall have been duly authorized and approved, to the extent required by applicable governing corporate documents and applicable state laws by the boards of directors of the Applicants. The Applicants, GPES and each of their

subsidiaries and associate companies involved in the proposed Transactions will be, at the time of the proposed Transactions, validly organized and duly existing under the laws of the jurisdiction under which they are created.

d. The Applicants shall have obtained all consents, waivers and releases, if any, required for the Transactions under all applicable governing corporate documents, contracts, agreements, debt instruments, indentures, franchises, licenses and permits.

I am a member of the State Bar of Missouri and, for purposes of this opinion, do not hold myself out as an expert of the laws of any jurisdiction other than the State of Missouri and the federal laws of the United States of America. I hereby consent to the filing of this opinion as an exhibit to the Application.

Very truly yours,

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