

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Kansas City)
Power & Light Company For Authority To)
To Issue Debt Securities.) File No. EF-2018-0114

REPORT REGARDING ISSUANCE OF DEBT SECURITIES

COMES NOW Kansas City Power & Light Company (“KCP&L”) and pursuant to the Missouri Public Service Commission’s (“Commission”) February 7, 2018 *Order Granting Application* (“Order”) in the above file, states:

1. On March 27, 2019, KCP&L issued debt securities (4.125% Notes due 2049) under the financial authority granted by the Commission in its Order.

2. Pursuant to that Order, KCP&L was ordered to:

...file with the Commission within ten (10) days of the issuance of any financing authorized pursuant to a Commission order in this proceeding, a report including the amount of indebtedness issued, date of issuance, interest rate (initial rate if variable), maturity date, redemption schedules or special terms, if any, use of proceeds, estimated expenses, and loan or indenture agreement concerning each issuance. In addition, the Company shall also provide the analysis, to include but not be limited to indicative pricing information provided by the lead investment banks, it performed to determine that the terms for the debt it decided to issue were the most reasonable at the time; (*See Order, Appendix, ¶ b*)

The entirety of the indebtedness is secured; additional information is attached as **Exhibit A**.

3. No portion of the debt securities are subject to a fee schedule in Section 386.300, RSMo 2000, as the proceeds of the issuance were used to retire existing indebtedness.

4. Pursuant to the Order, attached as **Exhibit B** are the Company’s communications with credit rating agencies regarding the debt issuance. (*See Order, Appendix ¶ d*)

5. Finally, pursuant to the Order, attached as **Exhibit C** are three market updates and a transaction summary containing indicative pricing information. (*See Order, Appendix ¶ e*)

Respectfully submitted,

/s/ Roger W. Steiner

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**Counsel for Kansas City Power & Light
Company**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, emailed or mailed, postage prepaid, on this 8th day of April 2019 to all counsel of record in this case.

/s/ Roger W. Steiner

Roger W. Steiner

Final Term Sheet

Kansas City Power & Light Company
4.125% Mortgage Bonds, Series 2019 due 2049

Issuer:	Kansas City Power & Light Company
Trade Date:	March 18, 2019
Settlement Date*:	March 27, 2019 (T+7)
Expected Ratings**:	Moody's Investors Service, Inc.: A2 (stable) S&P Global Ratings: A (stable)
Title of Securities:	4.125% Mortgage Bonds, Series 2019 due 2049
Principal Amount:	\$400,000,000
Maturity Date:	April 1, 2049
Interest Payment Dates:	Semi-annually on April 1 and October 1, beginning on October 1, 2019
Coupon (Interest Rate):	4.125%
Benchmark Treasury:	3.375% due November 15, 2048
Benchmark Treasury Price/Yield:	107-06 / 3.007%
Spread to Benchmark Treasury:	+115 basis points
Yield to Maturity:	4.157%
Price to Public:	99.454% of the principal amount, plus accrued interest from March 27, 2019, if settlement occurs after that date
Optional Redemption Provisions:	
Make-Whole Call:	At any time prior to October 1, 2048 (the date that is six months prior to the maturity date of the mortgage bonds (the "par call date")), in whole or from time to time in part, at a redemption price equal to the greater of (i) 100% of the principal amount of the mortgage bonds being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the mortgage bonds being redeemed that would be due if the mortgage bonds matured on the par call date (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis at the treasury rate plus 20 basis points, plus, in each case, accrued and unpaid interest on the principal amount of the mortgage bonds being redeemed to, but excluding, the redemption date
Par Call:	At any time on or after the par call date, in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of the mortgage bonds being redeemed, plus accrued and unpaid interest to, but excluding, the redemption date

CUSIP/ISIN : 485134 BS8 / US485134BS82

Joint Book-Running Managers: BNP Paribas Securities Corp.
BNY Mellon Capital Markets, LLC
PNC Capital Markets LLC
SunTrust Robinson Humphrey, Inc.

Co-Managers: UMB Financial Services, Inc.
MFR Securities, Inc.
The Williams Capital Group, L.P.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, BNP Paribas Securities Corp., BNY Mellon Capital Markets, LLC, PNC Capital Markets LLC or SunTrust Robinson Humphrey, Inc. can arrange to send you the prospectus if you request it by calling BNP Paribas Securities Corp. toll-free at 1-800-854-5674, BNY Mellon Capital Markets, LLC toll-free at 1-800-269-6864, PNC Capital Markets LLC toll-free at 1-855-881-0697 or SunTrust Robinson Humphrey, Inc. toll-free at 1-800-685-4786.

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- * It is expected that delivery of the mortgage bonds will be made against payment therefor on or about March 27, 2019, which will be the seventh business day (T+7) following the date hereof. Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the mortgage bonds on the date hereof or the next four succeeding business days will be required, by virtue of the fact that the mortgage bonds initially will settle in T+7, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisors.
- ** A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

SEVENTEENTH SUPPLEMENTAL INDENTURE

KANSAS CITY POWER & LIGHT COMPANY

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

DATED AS OF MARCH 27, 2019

CREATING 4.125% MORTGAGE BONDS,
SERIES 2019 DUE 2049

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

SEVENTEENTH SUPPLEMENTAL INDENTURE, dated as of March 27, 2019, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (the “Company”), and UMB BANK, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as Trustee (the “Trustee”) under the Indenture hereinafter mentioned.

WHEREAS, all capitalized terms used in this Supplemental Indenture have the respective meanings set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986, recorded with the Franklin County, Kansas Register of Deeds (the “Franklin Recorder”) on November 25, 1986 in Book 36A at Page 1, recorded with the Jackson County, Missouri Recorder of Deeds (the “Jackson Recorder”) on November 25, 1986 as Document No. K-746018 in Book I-1612 at Page 1 (Kansas City) and as Document No. I-733944 in Book I-1612 at Page 632 (Independence), recorded with the Platte County, Missouri Recorder of Deeds (the “Platte Recorder”) on November 25, 1986 as Document No. 34173 in Book 693 at Page 341, filed with the Missouri Secretary of State (“MO SOS”) on November 25, 1986 under File No. 1393950 and filed with the Kansas Secretary of State (“KS SOS”) on November 25, 1986 under File No. 1127129 (the “Original Indenture”), incorporated as if more fully set forth herein, and, as supplemented, including by the Prior Supplemental Indentures (defined below) and by this Supplemental Indenture (collectively, the “Indenture”), to secure general mortgage bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided (the “Mortgage Bonds”);

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a First Supplemental Indenture, dated as of December 1, 1986, recorded with the Franklin Recorder on November 25, 1986 in Book 36A at Page 197 and recorded with the Jackson Recorder on November 25, 1986 as Document No. K-746019 in Book K-1612 at Page 197 (Kansas City) and as Document No. I-733945 in Book I-1612 at Page 824 (Independence), creating a first series of Mortgage Bonds, later satisfied (the “First Supplemental”); a Second Supplemental Indenture, dated as of April 1, 1988, recorded with the Franklin Recorder on April 8, 1988 in Book 36A at Page 212 and recorded with the Jackson Recorder on April 8, 1988 as Document No. K-822401 in Book K-1788 at Page 183 (Kansas City) and as Document No. I-836341 in Book I-1788 at Page 784 (Independence), creating a second series of Mortgage Bonds, later satisfied (the “Second Supplemental”); a Third Supplemental Indenture, dated as of April 1, 1991, recorded with the Franklin Recorder on April 8, 1991 in Book 36A at Page 408, recorded with the Jackson Recorder on April 8, 1991 as Document No. K-966029 in Book K-2112 at Page 2031 (Kansas City) and as Document No. I-1033656 in Book I-2113 at Page 141 (Independence) and filed with the MO SOS on April 8, 1991 under File No. 1986170, creating a third series of Mortgage Bonds, later satisfied (the “Third Supplemental”); a Fourth Supplemental Indenture, dated as of February 15, 1992, recorded with the Franklin Recorder on February 18, 1992 in Book 36C at Page 1, recorded with the Jackson Recorder on February 18, 1992 as Document No. K-1010515 in Book K-2210 at Page 2020 (Kansas City) and as Document No. I-1088523 in Book I-2211 at Page 49 (Independence) and filed with the MO SOS on February 18, 1992 under File No. 2094948, creating a fourth series of Mortgage Bonds, later satisfied (the “Fourth Supplemental”); a Fifth Supplemental Indenture, dated as of September 1, 1992, recorded with the Franklin Recorder on September 10, 1992 in Book 36C at Page 16, recorded with the Jackson Recorder

on September 10, 1992 as Document No. K-1041360 in Book K-2288 at Page 1240 (Kansas City) and as Document No. I-1131853 in Book I-2288 at Page 1776 (Independence), recorded with the Platte Recorder on September 10, 1992 as Document No. 12560 in Book 776 at Page 783, filed with the MO SOS on September 10, 1992 under File No. 2171335 and filed with the KS SOS on September 10, 1992 under File No. 1832585, creating a fifth series of Mortgage Bonds (the “Fifth Supplemental”); a Sixth Supplemental Indenture, dated as of November 1, 1992, recorded with the Franklin Recorder on November 9, 1992 in Book 36C at Page 32, recorded with the Jackson Recorder on November 9, 1992 as Document No. K-1051904 in Book K-2316 at Page 2354 (Kansas City) and as Document No. I-1147066 in Book I-2317 at Page 365 (Independence) and filed with the MO SOS on November 9, 1992 under File No. 2191784, creating a sixth series of Mortgage Bonds, later satisfied (the “Sixth Supplemental”); a Seventh Supplemental Indenture, dated as of October 1, 1993, recorded with the Franklin Recorder on October 7, 1993 in Book 36C at Page 45, recorded with the Jackson Recorder on October 8, 1993 as Document No. K-1104016 in Book K-2458 (Kansas City) and on October 7, 1993 as Document No. I-1221163 in Book I-2458 at Page 17 (Independence), recorded with the Platte Recorder on October 7, 1993 as Document No. 15580 in Book 799, Page 526, filed with the MO SOS on October 8, 1993 under File No. 2318421 and filed with the KS SOS on October 7, 1993 under File No. 1953548, creating a seventh series of Mortgage Bonds (the “Seventh Supplemental”); an Eighth Supplemental Indenture, dated as of December 1, 1993, recorded with the Franklin Recorder on November 30, 1993 in Book 36C at Page 59, filed with the MO SOS on November 30, 1993 under File No. 2337515 and filed with the KS SOS on November 30, 1993 under File No. 1969459, creating an eighth series of Mortgage Bonds (the “Eighth Supplemental”); a Ninth Supplemental Indenture, dated as of February 1, 1994, recorded with the Franklin Recorder on February 17, 1994 in Book 36C at Page 72 and filed with the MO SOS on February 17, 1994 under File No. 2369932, creating a ninth series of Mortgage Bonds, later satisfied (the “Ninth Supplemental”); a Tenth Supplemental Indenture, dated as of November 1, 1994, recorded with the Franklin Recorder on November 7, 1994 in Book 36C at Page 87 and filed with the MO SOS on November 7, 1994 under File No. 2470773, creating a tenth series of Mortgage Bonds, later satisfied (the “Tenth Supplemental”); an Eleventh Supplemental Indenture, dated as of August 15, 2005, recorded with the Franklin Recorder on August 26, 2005 in Book 36C at Page 101, filed with the MO SOS under File No. 20050087192F and filed with the KS SOS on August 26, 2005 under File No. 6037766, creating an eleventh series of Mortgage Bonds (the “Eleventh Supplemental”); a Twelfth Supplemental Indenture, dated as of March 1, 2009, recorded with the Franklin Recorder on March 23, 2009 in Book 36C at Page 114, filed with the MO SOS on March 23, 2009 under file No. 20090028462E and filed with the KS SOS on March 23, 2009 under File No. 6580088, creating a twelfth series of Mortgage Bonds (the “Twelfth Supplemental”); a Thirteenth Supplemental Indenture, dated as of March 1, 2009, recorded with the Franklin Recorder on March 23, 2009 in Book 36C at Page 173, filed with the MO SOS on March 23, 2009 under File No. 20090028301G and filed with the KS SOS on March 23, 2009 under File No. 6580096, creating a thirteenth series of Mortgage Bonds (the “Thirteenth Supplemental”); a Fourteenth Supplemental Indenture, dated as of March 1, 2009, recorded on March 23, 2009 in Book 36C at Page 190, filed with the MO SOS on March 23, 2009 under File No. 20090028303J, filed with the KS SOS on March 23, 2009 under File No. 6580104, creating a fourteenth series of Mortgage Bonds (the “Fourteenth Supplemental”); a Fifteenth Supplemental Indenture, dated as of June 30, 2011, recorded with the Franklin Recorder on July 12, 2011 in Book 36C at Page 207, filed with the MO SOS on July 12, 2011

under File No. 20110077034G and filed with the KS SOS on July 12, 2011 under File No. 6815559, clarifying and supplementing the procedures applicable in the case of certain generation, transmission and other facilities it has or shall enter into as tenant in common, and eliminating procedural uncertainties under the Original Indenture in the case of such projects (the “Fifteenth Supplemental”); and a Sixteenth Supplemental Indenture, dated as of March 1, 2019, creating a fifteenth, sixteenth, seventeenth, eighteenth, nineteenth and twentieth series of Mortgage Bonds, and also identifying, clarifying, restating and supplementing the property to which the Lien of the Indenture is applicable and confirming unto the Trustee that the interest of the Company in said property is subject to the Lien of the Indenture, and amending and restating all of the Company’s interest in the several parcels of property set forth in Schedule A of the Twelfth Supplemental at Pages 1-39, filed with MO SOS on March 14, 2019 under File No. 1903142700717, filed with the KS SOS on March 14, 2019 under File No. 115941551, recorded with the Jackson Recorder on March 14, 2019 as Instrument No. 2019E0017890, recorded with the Platte Recorder on March 15, 2019 as Instrument No. 2019002550 in Book 1309 at Page 459 and recorded with the Franklin Recorder on March 14, 2019 as Instrument No. 769 in Book 36C at Page 269 (the “Sixteenth Supplemental”) (the sixteen supplemental indentures dated prior to the date hereof collectively referred to as the “Prior Supplemental Indentures”);

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

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

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

DESCRIPTION OF CERTAIN PROPERTY SUBJECT TO THE LIEN OF THE INDENTURE

The Company, in order to secure the payment both of the principal of and interest and premium, if any, of the Mortgage Bonds from time to time issued under the Original Indenture, according to their tenor and effect, and the performance of all the provisions of the Original Indenture and of said Mortgage Bonds, has granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and does by these presents grant, bargain, sell, convey, assign and transfer, mortgage, pledge, set over and confirm unto the

Trustee, and to its successor or successors in said trust and its and their assigns forever, in trust, all of its right, title and interest in and to the property more particularly described in the Indenture, as supplemented by the Prior Supplemental Indentures, including, without limitation, the property described and incorporated into this Supplemental Indenture pursuant to this Article I, except as excepted or otherwise limited pursuant to this Article I, with all rights with respect thereto as the Trustee has been granted in connection with all Mortgaged Property under the Indenture, and together with all after-acquired property in accordance with the terms of the Indenture; TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever, subject however, as to all property embraced herein to all of the restrictions, exceptions and reservations of easements, rights of way or otherwise, contained in any and all deeds and/or other conveyances under or through which the Company acquired or shall acquire and/or claims or shall claim title thereto, and to the restrictions, exceptions, reservations and provisions in the Indenture specifically set forth; and subject further with respect to the premises, property, franchises and rights owned by the Company at the date of execution hereof, to Excepted Property or Permissible Encumbrances as defined in Section 1.03 of the Original Indenture, and subject, with respect to property acquired after the date of execution of the Original Indenture or hereafter acquired, to all excepted encumbrances, all other defects and limitations of title and to all other encumbrances existing at the time of such acquisition, including any purchase money mortgage or lien upon such property created by the Company at the time of the acquisition of such property; IN TRUST NEVERTHELESS, upon the terms and trusts in the Original Indenture and this Supplemental Indenture set forth, for the benefit and security of those who shall hold said Mortgage Bonds and coupons issued and to be issued under the Indenture, or any of them, in accordance with the terms of the Indenture without preference, priority or distinction as to lien of any of said Mortgage Bonds and coupons over any other thereof by reason of priority in the time of the issue or negotiation thereof or for any other reason whatsoever, subject, however, to the provisions in reference to extended, transferred or pledged coupons and claims for interest in the Original Indenture set forth; it being intended that the lien and security of all of said Mortgage Bonds and coupons of all series issued or to be issued under the Indenture shall take effect from the execution and delivery of the Original Indenture, and that the lien and security of the Indenture shall take effect from the date of execution and delivery of the Original Indenture as though all of the said Mortgage Bonds of all series were actually authenticated and delivered and issued upon such date.

For purposes of identifying, clarifying, restating and supplementing the property to which the Lien of this Indenture is applicable, the Company hereby confirms unto the Trustee that the interest of the Company in the following property is subject to the Lien of the Indenture according to its terms:

Confirmed Property. All of the Company's interest in the several parcels of property set forth in Exhibit A of the Original Indenture at Pages A-1 to A-84, on Exhibit A of the Second Supplemental at Pages A-1 to A-3, on Exhibit A of the Third Supplemental at Pages A-1 to A-6, on Exhibit A to the Fourth Supplemental at Pages A-1 to A-2, on Exhibit A of the Fifth Supplemental at Pages A-1 to A-2, on Exhibit A of the Seventh Supplemental consisting of a single page, on Exhibit A of the Ninth Supplemental consisting of a single page, on Schedule A of the Tenth Supplemental at Page 13, on Schedule A of the Fifteenth Supplemental at Pages 1-

52, and in Exhibit B of the Sixteenth Supplemental, all of which property is incorporated herein by reference; and

together with all of the property, rights and interest of the Company in property, whether real, personal or mixed (except as expressly excepted under the Indenture), owned on the date of the execution and delivery of this Supplemental Indenture, acquired by the Company since the date of the execution and delivery of the Fourteenth Supplemental, or hereafter acquired by the Company and wheresoever situated (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or any general description contained in this Supplemental Indenture), including, but not limited to, all real estate, lands, leases, leaseholds (except the last day of any lease or leasehold), easements, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of lands, all rights of way and roads, all plants, containers, buildings and other structures and all offices, buildings and the contents thereof; all fixtures, machinery, engines, boilers, machines, purifiers, scrubbers, retorts, tanks, pumps, regulators, meters, electric and mechanical or gas appliances, conduits or other pipes, service pipes, fittings, valves and connections, tools, implements, apparatus, supplies, furniture and chattels; all federal, state, municipal and other franchises, privileges and permits; all lines for the generation, transmission, distribution, interconnection, or storage of energy from any source, for any purpose; all electric and communication transmission lines, wood and steel poles and towers, lines of poles, anchors, guys, crossarms, insulators, conductors, cables, and other equipment appurtenant thereto for the transmission of energy, apparatus for use in connection therewith; and (except as expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinabove described or referred to or otherwise subject to the Lien of this Indenture; which shall be and are fully granted and conveyed by the Indenture and are fully embraced within the Lien of the Indenture as if such property, rights and interests were specifically described herein, subject to and in accordance with the terms thereof; except such property hereinafter expressly excepted or any parcel or part of such property heretofore released from the Lien of the Indenture or to which the Company and the Trustee have heretofore disclaimed any right, title or interest, unless otherwise subsequently pledged as Mortgaged Property in accordance with the Indenture.

ARTICLE I.

4.125% MORTGAGE BONDS, SERIES 2019 DUE 2049

SECTION 1. (a) There is hereby created a twenty-first series of Mortgage Bonds to be issued under and secured by the Indenture, to be designated as “4.125% Mortgage Bonds, Series 2019 due 2049” of the Company (the “Bonds of the Twenty-first Series”).

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

consent of the Bondholders of the Outstanding Bonds of the Twenty-first Series, issue additional Bonds of the Twenty-first Series ranking equally and ratably with, and having the same interest rate, maturity and other terms (except for the price to the public, the issue date and the first interest payment date, as applicable) as, the Bonds of the Twenty-first Series. Any additional Bonds, together with the Bonds of the Twenty-first Series initially issued, will constitute a single series of general mortgage bonds under the Indenture; provided that if any such additional Bonds are not fungible for U.S. federal income tax purposes with the Bonds of the Twenty-first Series, such additional Bonds will be issued under a separate CUSIP number.

(c) The Bonds of the Twenty-first Series shall be registered Bonds without coupons and shall be dated as described in Section 2.03 of the Indenture except that the Bonds of the Twenty-first Series initially issued shall be dated March 27, 2019. All Bonds of the Twenty-first Series shall mature on April 1, 2049 (the “Maturity Date”), subject to prior redemption pursuant to Section 2 of this Article I.

(d) All Bonds of the Twenty-first Series shall be issued initially in the form of one or more global bonds (each such global bond, a “Global Bond”) to or on behalf of The Depository Trust Company (“DTC”), as depository therefor (in such capacity, the “Depository”), and registered in the name of the Depository or its nominee.

(e) The principal and interest on the Bonds of the Twenty-first Series shall be payable in lawful money of the United States of America. The place where such principal shall be payable shall be at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust). The place where interest shall be payable shall be the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust), or by check mailed to the Registered Holders of the Bonds of the Twenty-first Series. Notwithstanding the foregoing, with respect to Bonds of the Twenty-first Series in the form of one or more Global Bonds registered in the name of DTC or its nominee, the Company may make payments of principal of, redemption price of, and interest on such Global Bond pursuant to and in accordance with such arrangements as are agreed upon by the Company and the Depository.

(f) The Bonds of the Twenty-first Series shall bear interest at the rate of 4.125% per annum from the date of issuance or from the most recent interest payment date to which interest has been paid or provided for, payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2019, to the persons in whose names the Bonds of the Twenty-first Series are registered at the close of business on the record date for such interest payment date, which will be (i) the close of business on the Business Day immediately preceding such interest payment date so long as all of the Bonds of the Twenty-first Series remain in book-entry only form or (ii) the 15th calendar day immediately preceding each interest payment date if any of the Bonds of the Twenty-first Series do not remain in book-entry only form, whether or not such day is a Business Day. The term “Business Day” means, with respect to the Bonds of the Twenty-first Series, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

(g) The Company shall have no obligation to redeem or purchase any Bonds of the Twenty-first Series pursuant to any sinking fund or analogous requirement or upon the

happening of a specified event or at the option of a holder of any Bonds of the Twenty-first Series.

(h) The Bonds of the Twenty-first Series shall be subject to redemption as set forth in Section 2 of this Article I.

(i) So long as there is no existing default in the payment on the Bonds of the Twenty-first Series, the person in whose name any Bond of the Twenty-first Series is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date, notwithstanding any transfer or exchange of such Bond of the Twenty-first Series subsequent to the record date and on or prior to such interest payment date, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted interest shall be paid to the person in whose name such Bond of the Twenty-first Series is registered on the date of payment of such defaulted interest.

As used in this Section 1, the term “default in the payment of interest” means failure to pay interest due on the applicable interest payment date disregarding any period of grace permitted by Section 12.02 of the Original Indenture, and the term “record date” with respect to each interest payment date is defined in Section 1(f) above.

SECTION 2. Except as described in Article IX of the Original Indenture and this Section 2, the Bonds of the Twenty-first Series may not be redeemed prior to the Maturity Date. Prior to the Par Call Date, the Company shall have the right to redeem the Bonds of the Twenty-first Series, at its option, in whole or from time to time in part, at a redemption price equal to the greater of:

(a) 100% of the principal amount of the Bonds of the Twenty-first Series being redeemed; and

(b) the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the Twenty-first Series being redeemed that would be due if the Bonds of the Twenty-first Series matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 20 basis points,

plus, in each case, accrued and unpaid interest on the principal amount of the Bonds of the Twenty-first Series being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, so long as there is no existing default in the payment on the Bonds of the Twenty-first Series, installments of interest on the Bonds of the Twenty-first Series that are due and payable on an interest payment date falling on or prior to a redemption date shall be payable on such interest payment date to the Registered Holders of the Bonds of the Twenty-first Series as of the close of business on the relevant record date according to the Bonds of the Twenty-first Series and the Indenture, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted

interest shall be paid to the person in whose name such Bond of the Twenty-first Series is registered on the date of payment of such defaulted interest.

On or after the Par Call Date, the Company shall have the right to redeem the Bonds of the Twenty-first Series, at its option, in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of the Bonds of the Twenty-first Series being redeemed, plus accrued and unpaid interest on the principal amount of the Bonds of the Twenty-first Series being redeemed to, but excluding, the redemption date.

For purposes of this Section 2:

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Bonds of the Twenty-first Series to be redeemed (assuming, for this purpose, that the Bonds of the Twenty-first Series matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds of the Twenty-first Series.

“Comparable Treasury Price” means, with respect to any redemption date: (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

“Par Call Date” means October 1, 2048.

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

“Reference Treasury Dealer” means: (1) BNP Paribas Securities Corp. or its affiliates and successors, unless it ceases to be a primary U.S. government securities dealer in the United States of America (a “Primary Treasury Dealer”), in which case the Company will substitute therefor another Primary Treasury Dealer; (2) a Primary Treasury Dealer selected by each of BNY Mellon Capital Markets, LLC, PNC Capital Markets LLC and SunTrust Robinson Humphrey, Inc.; and (3) one other Primary Treasury Dealer selected by the Company.

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

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

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

SECTION 3. Bonds of the Twenty-first Series shall be issued in minimum denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof and numbered consecutively from "R1" upward.

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

(FORM OF BOND OF THE TWENTY-FIRST SERIES)

For so long as this Global Bond is deposited with or on behalf of The Depository Trust Company, it shall bear the following legend:

This security is a global security within the meaning of the Indenture hereinafter referred to and is registered in the name of a depository or a nominee thereof. This security may not be exchanged in whole or in part for a security registered, and no transfer of this security in whole or in part may be registered, in the name of any person other than such depository or a nominee thereof, except in the limited circumstances described in the indenture or any supplement thereto.

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

KANSAS CITY POWER & LIGHT COMPANY

4.125% MORTGAGE BONDS, SERIES 2019 DUE 2049

Interest Rate: 4.125% per annum

Principal Sum \$ _____

Maturity Date: April 1, 2049

CUSIP No. 485134 BS8

Registered Holder: _____

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to _____ or registered assigns, on April 1, 2049, at the principal office of the Trustee hereinafter named, in Kansas City, Missouri (or at the principal office of any successor in trust), the sum of \$ _____, and to pay interest thereon from the date hereof at the rate of 4.125% per annum, payable semi-annually as provided in the indenture hereinafter mentioned, on the 1st day of April and on the 1st day of October in each year, commencing October 1, 2019, until the Company's obligation with respect to the payment of such principal sum shall be discharged as provided in the indenture hereinafter mentioned; provided that, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, the interest payable on any interest payment date will be paid to the person in whose name this Bonds was registered at the close of business on the record date for such interest payment date, which will be (i) the close of business on the Business Day immediately preceding such interest payment date so long as all of this Bond of the Twenty-first Series remains in book-entry only form or (ii) the 15th calendar day immediately preceding such interest payment date if any of this Bond of the Twenty-first Series does not remain in book-entry only form, whether or not such day is a Business Day. The term "Business Day" means, with respect to this Bond of the Twenty-first Series, any day other than a day on which banking

institutions in New York, New York are authorized or required by law to close. The principal of and any premium or interest on this Bond of the Twenty-first Series are payable in lawful money of the United States of America.

This Bond of the Twenty-first Series is one, of the series hereinafter specified, of the bonds of the Company ("Bonds") known as its "Mortgage Bonds," issued and to be issued in one or more series under and secured by a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 ("Indenture"), duly executed by the Company to UMB Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.), Trustee ("Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are, and are to be, issued and secured, and the rights of the owners of the Bonds and of the Trustee in respect of such security, and the prior liens to which the security for the Bonds is junior; capitalized terms used in this Bond of the Twenty-first Series have the respective meanings set forth in the Indenture. As provided in the Indenture, the Bonds may be various principal sums, are issuable in series, may mature at different times, may bear interest at different rates and may otherwise vary as therein provided; and this Bond of the Twenty-first Series is one of a series entitled "4.125% Mortgage Bonds, Series 2019 due 2049," created by a Seventeenth Supplemental Indenture dated as of March 27, 2019, as provided for in the Indenture. With the consent of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company and the Trustee may from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of the Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of the Bonds and any coupons; provided, however, that (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or rates or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to certain exceptions, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or any premium or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien, and (ii) no such action which would affect the rights of holders of Bonds of only one series may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that, in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

Prior to October 1, 2048 (the "Par Call Date"), the Company shall have the right to redeem the Bonds of the Twenty-first Series, at its option, in whole or from time to time in part, at a redemption price equal to the greater of: (i) 100% of the principal amount of the Bonds of the Twenty-first Series being redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the Twenty-first Series being

redeemed that would be due if the Bonds of the Twenty-first Series matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 20 basis points, plus, in each case, accrued and unpaid interest on the principal amount of the Bonds of the Twenty-first Series being redeemed to, but excluding, the redemption date.

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

On or after the Par Call Date, the Company shall have the right to redeem the Bonds of the Twenty-first Series, at its option, at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the Bonds of the Twenty-first Series being redeemed, plus accrued and unpaid interest on the principal amount of the Bonds of the Twenty-first Series being redeemed to, but excluding, the redemption date.

For purposes of the third immediately preceding paragraph, the following terms have the following meanings:

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Bonds of the Twenty-first Series to be redeemed (assuming, for this purpose, that the Bonds of the Twenty-first Series matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds of the Twenty-first Series.

“Comparable Treasury Price” means, with respect to any redemption date: (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

“Quotation Agent” means one of the Reference Treasury Dealers appointed by the Company.

“Reference Treasury Dealer” means: (1) BNP Paribas Securities Corp. or its affiliates and successors, unless it ceases to be a primary U.S. government securities dealer in the United States of America (a “Primary Treasury Dealer”), in which case the Company will substitute therefor another Primary Treasury Dealer; (2) a Primary Treasury Dealer selected by each of

BNY Mellon Capital Markets, LLC, PNC Capital Markets LLC and SunTrust Robinson Humphrey, Inc.; and (3) one other Primary Treasury Dealer selected by the Company.

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

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

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

In the event that this Bond of the Twenty-first Series shall not be presented for payment when the principal hereof becomes due, either at maturity or otherwise, and the Company shall have on deposit with the Trustee in trust for the purpose, on the date when this Bond of the Twenty-first Series is due, funds sufficient to pay the principal of this Bond of the Twenty-first Series, together with all interest due hereon to the date of maturity of this Bond of the Twenty-first Series, for the use and benefit of the Registered Owner hereof, then all liability of the Company to the Registered Holder of this Bond of the Twenty-first Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and the right of such Registered Holder of this Bond of the Twenty-first Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and such Registered Holder shall no longer be entitled to any lien or benefit of the Indenture.

In case an event of Default shall occur, the principal of this Bond of the Twenty-first Series may become or be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Bond of the Twenty-first Series is transferable by the Registered Holder hereof in person or by an attorney duly authorized in writing, at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust), upon surrender and

cancellation of this Bond of the Twenty-first Series, and upon any such transfer a new registered Bond of the Twenty-first Series without coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor and Bonds of this series may, at the option of the Registered Holder and upon surrender at said office of the Trustee (or any successor in trust), or at said office or agency of the Company, be exchanged for registered Bonds of this series of the same aggregate principal amount of other authorized denominations, all without service charge (except for any stamp tax or other governmental charge).

The Company and the Trustee may deem and treat the person in whose name this Bond of the Twenty-first Series is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Bond of the Twenty-first Series, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Supplemental Indenture, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor corporation, as such, either directly or through the Company or of any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by every owner hereof by the acceptance of this Bond of the Twenty-first Series and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

This Bond of the Twenty-first Series shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Bond of the Twenty-first Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board, Chief Executive Officer, President or a Vice President, and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

KANSAS CITY POWER & LIGHT
COMPANY

By _____
Authorized Signature

Dated:

Attest:

Secretary or Assistant Secretary

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

(FORM OF TRUSTEE'S CERTIFICATE)

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

UMB BANK, N.A.,
as Trustee

By _____
Authorized Signature

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

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

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

ARTICLE II.

ISSUE OF BONDS OF THE TWENTY-FIRST SERIES

SECTION 1. The Bonds of the Twenty-first Series may be executed, authenticated and delivered from time to time as permitted by the provisions of Article III, IV, V or VI of the Indenture.

ARTICLE III.

THE TRUSTEE

SECTION 1. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture other than as set forth in the Indenture; and this Supplemental Indenture is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE IV.

MISCELLANEOUS PROVISIONS

SECTION 1. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture, as amended, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture; and the Indenture as supplemented and amended by this Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, as amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Supplemental Indenture is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of Bonds of the Twenty-first Series issued and to be issued under and in respect of this Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bonds of the Twenty-first Series issued and to be issued under the Indenture and secured thereby.

SECTION 3. All covenants, stipulations and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture) inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part hereof.

SECTION 5. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall together constitute but one and the same instrument.

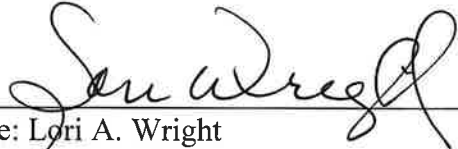
SECTION 6. In case any provision in this Supplemental Indenture or the Bonds of the Twenty-first Series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

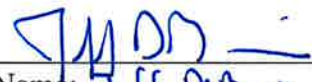
IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board, President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and UMB BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, as of the day and year first above written.



KANSAS CITY POWER & LIGHT COMPANY

By 
Name: Lori A. Wright
Title: Vice President, Corporate Planning,
Investor Relations and Treasurer

Attest:


Name: Jeff DeBruin
Title: Corporate Counsel and Assistant Secretary

UMB BANK, N.A.

By _____
Anthony P. Hawkins
Vice President

[Seal]

Attest:

Secretary or Assistant Secretary

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board, President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and UMB BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY


By _____
Name:
Title:

[Seal]

Attest:

By: _____
Name:
Title:

UMB BANK, N.A., as trustee

By: 
Name: Anthony P. Hawkins
Title: Vice President




Assistant Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 18th day of March, 2019, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Lori A. Wright, to me personally known, who, being by me duly sworn, did say that she is the Vice President, Corporate Planning, Investor Relations and Treasurer of KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, one of the parties described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Lori A. Wright acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Annette Blatter
Notary Public

My commission expires: Oct 6, 2021



ANNETTE G. CARTER
My Commission Expires
October 6, 2021
Jackson County
Commission #13779753

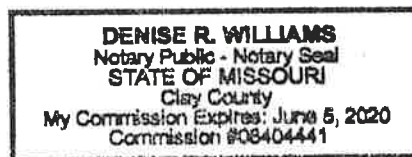
STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 19th day of March, 2019, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Anthony P. Hawkins, to me personally known, who, being by me duly sworn, did say that he is a Vice President of UMB Bank, N.A., a national banking association organized and existing under the laws of the United States of America, one of the parties described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said association, and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and said Anthony Hawkins acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Denise R. Williams
Notary Public

My commission expires: 6-5-2020





Kansas City Power & Light Company

4.125% Mortgage Bonds, Series 2019 due 2049

Kansas City Power & Light Company is offering \$400,000,000 aggregate principal amount of 4.125% Mortgage Bonds, Series 2019 due 2049 (the “Bonds”). The per annum interest rate on the Bonds will be 4.125%. Interest on the Bonds will be payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2019. The Bonds will mature on April 1, 2049. The Bonds may be redeemed at any time in whole or from time to time in part at the applicable redemption price specified in this prospectus supplement.

The Bonds will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Bonds are secured by the lien of the Mortgage Indenture (as defined herein) and will rank equally and ratably (except as to sinking funds and other analogous funds established for the exclusive benefit of a particular series) with all general mortgage bonds, regardless of series, from time to time issued and outstanding under the Mortgage Indenture. The lien of the Mortgage Indenture is discussed under “Description of General Mortgage Bonds — Security and Priority” in the accompanying prospectus. The Bonds will not be listed on any securities exchange or included in any automated dealer quotation system. Currently, there is no public market for the Bonds.

Investing in the Bonds involves risks that are described in the sections entitled “Risk Factors” beginning on page S-10 of this prospectus supplement and page 5 of the accompanying prospectus.

	Price to the Public ⁽¹⁾	Underwriting Discount	Proceeds to Kansas City Power & Light Company Before Expenses
Per Bond	99.454%	0.875%	98.579%
Total Bonds	\$397,816,000	\$3,500,000	\$394,316,000

(1) Plus accrued interest from March 27, 2019, if settlement occurs after that date.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The Bonds will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, including Clearstream Banking, S.A. and Euroclear Bank S.A./N.V., as operator of the Euroclear System, on or about March 27, 2019.

Joint Book-Running Managers

BNP PARIBAS BNY Mellon Capital Markets, LLC PNC Capital Markets LLC SunTrust Robinson Humphrey

Co-Managers

UMB Financial Services, Inc.

MFR Securities, Inc.

The Williams Capital Group, L.P.

Prospectus Supplement dated March 18, 2019

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Prospectus

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the terms of this offering. The second part is the accompanying prospectus dated November 5, 2018, which we refer to as the “accompanying prospectus.” The accompanying prospectus contains a description of the securities we may offer under the registration statement of which this prospectus supplement and the accompanying prospectus form a part and gives more general information, some of which may not apply to the Bonds offered hereby.

This prospectus supplement, the accompanying prospectus and any free writing prospectus that we file with the Securities and Exchange Commission (the “SEC”) contain and incorporate by reference information that you should consider when making your investment decision. We have not, and the underwriters have not, authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates.

We expect to deliver the Bonds against payment for the Bonds on or about the date specified in the last paragraph of the cover page of this prospectus supplement, which will be the seventh business day following the date of this prospectus supplement (“T+7”). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), trades in the secondary market generally are required to settle in two business days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade the bonds on the date of this prospectus supplement or the next four succeeding business days will be required, by virtue of the fact that the Bonds initially will settle in T+7, to specify alternative settlement arrangements to prevent a failed settlement.

Before you invest in the Bonds, you should carefully read the registration statement (including the exhibits thereto) of which this prospectus supplement and the accompanying prospectus form a part, this prospectus supplement, the accompanying prospectus and the documents incorporated by reference into this prospectus supplement and the accompanying prospectus. The incorporated documents are described in this prospectus supplement under “Where You Can Find More Information.”

As described in more detail under “Where You Can Find More Information,” we, our parent company, Evergy, Inc. (“Evergy”), and another wholly-owned subsidiary of Evergy, Westar Energy, Inc. (“Westar Energy”), separately file combined annual and quarterly reports and, at times, combined current reports. However, only the information related to KCP&L and its consolidated subsidiaries is incorporated by reference in this prospectus supplement and the accompanying prospectus. You should not rely on any information relating solely to Evergy or its consolidated subsidiaries (other than KCP&L and its consolidated subsidiaries and the information provided separately by KCP&L or its consolidated subsidiaries) in determining whether to invest in the Bonds. The Bonds are not guaranteed by Evergy or any of its other or our subsidiaries. None of those entities has any obligation to make any capital contribution or distributions or to advance funds to us for the purpose of paying the principal of, or premium, if any, or interest on, the Bonds or any other amount that may be required to be paid under the Mortgage Indenture (as defined herein) or the Bonds, preventing or curing an event of default under the terms of the Mortgage Indenture, complying with any other obligation under the Mortgage Indenture or the Bonds or otherwise.

Unless the context otherwise requires or as otherwise indicated, when we refer to “Kansas City Power & Light,” “KCP&L,” the “Company,” “we,” “us” or “our” in this prospectus supplement or the accompanying prospectus or when we otherwise refer to ourselves herein or therein, we mean Kansas City Power & Light Company and not any of its subsidiaries or other affiliates, unless the context clearly indicates otherwise.

CAUTIONARY STATEMENTS REGARDING CERTAIN FORWARD-LOOKING INFORMATION

Statements made in this prospectus supplement, the accompanying prospectus and the documents incorporated or deemed incorporated by reference as described under the heading “Where You Can Find More Information” that are not based on historical facts are forward-looking, may involve risks and uncertainties, and are intended to be as of the date when made. In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, the Company is providing a number of important factors that could cause actual results to differ materially from the provided forward-looking information. These important factors include:

- future economic conditions and any related impact on sales, prices and costs;
- prices and availability of electricity in wholesale markets;
- market perception of the energy industry and the Company;
- changes in business strategy or operations;
- the impact of unpredictable federal, state and local political, legislative, judicial and regulatory actions or developments, including deregulation, re-regulation and restructuring of the electric utility industry;
- decisions of regulators regarding rates that the Company can charge for electricity;
- changes in applicable laws, regulations, rules, principles or practices, or the interpretations thereof, governing tax, accounting and environmental matters, including air and water quality and waste management and disposal;
- changes in the energy trading markets in which the Company participates, including retroactive repricing of transactions by regional transmission organizations and independent system operators;
- the impact of climate change, including reduced demand for coal-based energy because of actual or perceived climate impacts and the development of alternate energy sources;
- financial market conditions and performance, including changes in interest rates and credit spreads and in availability and cost of capital and the effects on derivatives and hedges, nuclear decommissioning trust and pension plan assets and costs;
- impairments of long-lived assets or goodwill;
- credit ratings; inflation rates; effectiveness of risk management policies and procedures and the ability of counterparties to satisfy their contractual commitments;
- impact of terrorist acts, including cyber terrorism;
- ability to carry out marketing and sales plans;
- weather conditions, including weather-related damage and the impact on sales, prices and costs;
- cost, availability, quality and timely provision of equipment, supplies, labor and fuel;
- the inherent uncertainties in estimating the effects of weather, economic conditions, climate change and other factors on customer consumption and financial results;
- ability to achieve generation goals and the occurrence and duration of planned and unplanned generation outages;
- delays in the anticipated in-service dates and cost increases of generation, transmission, distribution or other projects;
- the inherent risks associated with the ownership and operation of a nuclear facility, including environmental, health, safety, regulatory and financial risks;

- workforce risks, including increased costs of retirement, health care and other benefits; and
- other risks and uncertainties.

This list of factors is not all-inclusive because it is not possible to predict all factors. In addition, actual results may differ materially from those contemplated in any forward-looking statement due to the other risk factors discussed under Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2018, which is incorporated by reference herein.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the SEC through the SEC's Electronic Data Gathering, Analysis and Retrieval system and these filings are publicly available through the SEC's website (<http://www.sec.gov>).

The SEC allows us to "incorporate by reference" into this prospectus supplement the information we file with the SEC. This means that we can disclose important information to you by referring you to the documents containing the information. The information we incorporate by reference is considered to be included in and an important part of this prospectus supplement and should be read with the same care. Information that we file later with the SEC that is incorporated by reference into this prospectus supplement will automatically update and supersede this information. We are incorporating by reference into this prospectus supplement the following documents that we have filed with the SEC and any subsequent filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") until this offering of the Bonds is completed (except to the extent that any information contained in such filings is deemed "furnished" and not "filed" pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K and corresponding exhibits thereto or other applicable SEC rules):

- Our Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on February 22, 2019; and
- Our Current Reports on Form 8-K filed with the SEC on February 15, 2019 and March 14, 2019.

We, our parent company, Evergy, and another wholly-owned subsidiary of Evergy, Westar Energy, separately filed the combined Annual Report on Form 10-K and, as applicable, the Current Reports on Form 8-K listed above. However, the information contained in the combined reports relating solely to our parent and its consolidated subsidiaries (other than KCP&L and its consolidated subsidiaries) was separately filed by Evergy on its behalf, the information contained in the combined reports relating solely to Westar Energy and its consolidated subsidiaries was separately filed by Westar Energy on its behalf and the information contained in the combined reports relating solely to KCP&L and its consolidated subsidiaries was separately filed by us. We do not intend to incorporate by reference into this prospectus supplement the information relating to Evergy and its subsidiaries (other than KCP&L and its consolidated subsidiaries and the information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Evergy and its subsidiaries (other than KCP&L and its consolidated subsidiaries) contained in such combined reports. The only information you should rely upon in determining whether to invest in the Bonds offered hereby is the information of KCP&L and its consolidated subsidiaries contained in this prospectus supplement and the accompanying prospectus, the information separately provided by KCP&L and its consolidated subsidiaries in the documents incorporated by reference herein and therein and any free writing prospectus used in connection with the offering of Bonds described in this prospectus supplement and the accompanying prospectus.

Our website is www.kcpl.com. Information contained on our website is not incorporated herein. We make available, free of charge, on or through the Investor Relations tab on our website, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments to those reports, filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. In addition, we make available on or through our website all other reports, notifications and certifications filed electronically with the SEC. You may obtain a free copy of our filings with the SEC by writing or telephoning us at the following address: Kansas City Power & Light Company, 1200 Main Street, Kansas City, Missouri 64105 (Telephone No.: (816) 556-2200), Attention: Corporate Secretary, or by contacting us on our website.

PROSPECTUS SUPPLEMENT SUMMARY

You should read the following summary in conjunction with the more detailed information in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference.

Our Company

Kansas City Power & Light Company, a Missouri corporation incorporated in 1922 and headquartered in Kansas City, Missouri, is an integrated, regulated electric utility that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2018, we served approximately 549,900 customers located in western Missouri and eastern Kansas. Our customers included approximately 485,300 residences, 62,600 commercial firms, and 2,000 industrials, municipalities and other electric utilities as of December 31, 2018. Our retail revenues averaged approximately 92% of our total operating revenues over the last three years. Wholesale firm power, bulk power sales and miscellaneous electric revenues accounted for the remainder of our revenues. We are significantly impacted by seasonality with approximately one-third of our retail revenues recorded in the third quarter. Missouri and Kansas jurisdictional retail revenues averaged approximately 57% and 43%, respectively, of total retail revenues over the last three years.

Our principal executive offices are located at 1200 Main Street, Kansas City, Missouri 64105, and our telephone number is (816) 556-2200.

Recent Developments

On March 14, 2019, we completed the collateralization of six separate series of our unsecured notes (in the aggregate principal amount of \$1.9 billion) (the “Collateralization”) by delivering general mortgage bonds under the Mortgage Indenture (in the aggregate principal amount of \$1.9 billion) to the unsecured note trustees for the benefit of the holders of each series of unsecured notes (collectively, the “Collateralized Notes”). As a result of the Collateralization, the Collateralized Notes will be secured by the lien of the Mortgage Indenture and will rank equally and ratably (except as to sinking funds and other analogous funds established for the exclusive benefit of a particular series) with all general mortgage bonds, regardless of series, from time to time issued and outstanding under the Mortgage Indenture. As of the date of this prospectus supplement, without giving effect to the Bonds offered hereby or the intended use of proceeds thereof, we had approximately \$2.4 billion aggregate principal amount of general mortgage bonds outstanding (including the Collateralized Notes).

The Offering

The following summary contains basic information about the Bonds. It does not contain all the information that is important to you. For a more complete understanding of the Bonds, please refer to the section of this prospectus supplement entitled “Description of the Bonds” and the section of the accompanying prospectus entitled “Description of General Mortgage Bonds” and the information included or incorporated and deemed to be incorporated by reference herein and therein before making an investment decision.

Issuer	Kansas City Power & Light Company
Bonds Offered	We are offering \$400,000,000 aggregate principal amount of 4.125% Mortgage Bonds, Series 2019 due 2049.
Maturity Date	The Bonds will mature on April 1, 2049.
Interest	The per annum interest rate on the Bonds will be 4.125%.
Interest Payment Dates	Interest on the Bonds will be payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2019.
Ranking and Security	The Bonds will be secured by the lien of the Mortgage Indenture and will rank equally and ratably (except as to sinking fund and other analogous funds established for the benefit of a particular series) with all general mortgage bonds, regardless of series, from time to time issued and outstanding under the Mortgage Indenture. As of the date of this prospectus supplement, without giving effect to the Bonds offered hereby or the intended use of proceeds thereof, we had approximately \$2.4 billion aggregate principal amount of general mortgage bonds outstanding (including the Collateralized Notes).
Optional Redemption	<p>We will have the right to redeem the Bonds at any time prior to October 1, 2048 (the date that is six months prior to the maturity date of the Bonds (the “Par Call Date”)), in whole or from time to time in part, at our option, at a redemption price equal to the greater of (1) 100% of the principal amount of the Bonds being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds being redeemed that would be due if the Bonds matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined herein) plus 20 basis points, plus, in each case, accrued and unpaid interest on the principal amount of the Bonds being redeemed to, but excluding, the redemption date. See “Description of the Bonds — Optional Redemption” in this prospectus supplement.</p> <p>We will have the right to redeem the Bonds, at any time on or after the Par Call Date, in whole or from time to time in part, at our option, at a redemption price equal to 100% of the principal amount of the Bonds being redeemed plus accrued and unpaid interest on the</p>

principal amount of the Bonds being redeemed to, but excluding, the redemption date. See “Description of the Bonds — Optional Redemption” in this prospectus supplement.

Form of Bonds	One or more global securities held in the name of The Depository Trust Company (“DTC”) or its nominee in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.
Further Issuances	Subject to the limits contained in the Mortgage Indenture that are described under “Description of the Bonds — Basis for Issuance of the Bonds” and the limits described under “Description of the Bonds — Ranking and Security” in this prospectus supplement, we may, at any time, without consent of the holders of the Bonds, create and issue additional general mortgage bonds under the Mortgage Indenture ranking equally and ratably with, and having the same terms (except for the price to the public, the issue date and the first interest payment date, as applicable), as the Bonds offered hereby. Any such additional general mortgage bonds, together with the Bonds offered hereby, will constitute a single series of general mortgage bonds under the Mortgage Indenture; provided that if any such additional general mortgage bonds are not fungible for U.S. federal income tax purposes with the Bonds offered hereby, such additional general mortgage bonds will be issued under a separate CUSIP number.
Basis for Issuance of Bonds	<p>We will issue the Bonds under the Mortgage Indenture based upon retirement of previously issued general mortgage bonds. See “Description of General Mortgage Bonds — Security and Priority — Issuance of Additional Mortgage Bonds” in the accompanying prospectus. As of December 31, 2018, and after taking into account the Collateralization, we could issue under the Mortgage Indenture:</p> <ul style="list-style-type: none"> • based upon the value of unbonded bondable property, up to approximately \$4.8 billion of additional general mortgage bonds; and • based upon retirements of previously issued general mortgage bonds, up to \$400.0 million of additional general mortgage bonds (none remaining after giving effect to this offering).
Use of Proceeds	The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$393.5 million. We intend to use the net proceeds from this offering to repay at maturity \$400 million aggregate principal amount of our outstanding 7.15% Mortgage Bonds, Series 2009A due 2019.
Risk Factors	See “Risk Factors” beginning on page S-10 of this prospectus supplement and page 5 of the accompanying prospectus and other information incorporated by reference in this prospectus supplement and the accompanying prospectus for a discussion of factors you should carefully consider before deciding to invest in the Bonds.

No Listing of the Bonds We do not intend to list the Bonds on any securities exchange or seek their quotation on any automated dealer quotation system.

Mortgage Trustee UMB Bank, N.A.

Summary Consolidated Financial Data

The following consolidated summary financial data for the years ended December 31, 2016 through December 31, 2018 have been derived from our audited consolidated financial statements and related notes, incorporated by reference in this prospectus supplement and the accompanying prospectus. The information set forth below is qualified in its entirety by reference to, and therefore should be read together with, the relevant management's discussion and analysis of financial condition and results of operations, financial statements and related notes and other financial information incorporated by reference herein.

	Year Ended December 31,		
	2018	2017	2016
	(\$ in millions)		
Income Statement Data:			
Operating revenues	\$1,823.1	\$1,890.7	\$1,875.4
Operating expenses	1,413.3	1,404.3	1,356.1
Operating income	<u>\$ 409.8</u>	<u>\$ 486.4</u>	<u>\$ 519.3</u>
Net income	<u>\$ 162.9</u>	<u>\$ 179.8</u>	<u>\$ 225.0</u>
Cash Flow Data:			
Cash flows from operating activities	\$ 657.7	\$ 610.9	\$ 623.3
Cash flows used in investing activities	(433.9)	(471.0)	(451.5)
Cash flows used in financing activities	(223.4)	(142.2)	(169.6)
Other Financial Data:			
Depreciation and amortization	\$ 281.3	\$ 266.3	\$ 247.5
Amortization of nuclear fuel	26.2	32.1	26.6
Additions to property, plant and equipment	430.7	468.6	447.9

RISK FACTORS

An investment in the Bonds is subject to various risks. These risks should be considered carefully with the information provided elsewhere and incorporated by reference in this prospectus supplement and the accompanying prospectus before deciding to invest in the Bonds. In addition to the risk factors set forth below, please read the information included or incorporated by reference under “Risk Factors” and “Cautionary Statements Regarding Certain Forward-Looking Information” in this prospectus supplement and our Annual Report on Form 10-K for the year ended December 31, 2018 for a description of additional uncertainties associated with our business, results of operations and financial condition and the forward-looking statements included or incorporated by reference in this prospectus supplement and the accompanying prospectus.

Indebtedness — Our indebtedness could adversely affect our ability to fulfill our obligations under the Bonds.

Our consolidated indebtedness and debt service obligations are significant. Our consolidated interest expense was \$133.7 million for the year ended December 31, 2018. As of December 31, 2018, our total consolidated long-term debt, including current maturities, was \$2.5 billion, excluding contractual obligations and other commitments, and our total shareholder’s equity was \$2.5 billion. We may incur additional short-term and long-term debt from time to time to finance our construction requirements, pension benefit plan funding requirements, dividends to our parent company, working capital or capital expenditures or for other general corporate purposes, subject to the restrictions contained in our master credit agreement that governs our senior unsecured revolving credit facility and in any other agreements under which we incur debt. The Mortgage Indenture does not, in general, restrict our ability to incur additional debt or to guarantee debt of our affiliates.

Our debt could have important consequences to holders of the Bonds, including the following:

- we are required to use a substantial portion of our consolidated cash flow from operations to pay principal and interest on our debt, thereby reducing the availability of our consolidated cash flow to fund our construction requirements, pension benefit plan funding requirements, dividends to our parent company, working capital and capital expenditures and for other general corporate purposes;
- if prevailing interest rates increase, our interest expense could increase because any borrowings under our senior unsecured revolving credit facility and under our commercial paper program and certain tax-exempt bonds on which we are obligated will bear interest at floating rates;
- our leverage increases our vulnerability to economic downturns, and adverse competitive and industry conditions could place us at a competitive disadvantage compared to those of our competitors that are less leveraged; and
- our debt service obligations could limit our flexibility in planning for, or reacting to, changes in our business and our industry and could limit our ability to pursue other business opportunities, borrow more money for operations or raise capital in the future and implement our business strategies.

No Guarantees — Our parent company is not guaranteeing the Bonds and you should not rely upon information relating to our parent company in determining whether to invest in the Bonds.

As described in more detail under “Where You Can Find More Information,” we and our parent company, Evergy, separately file combined annual and quarterly reports and, at times, combined current reports. However, only the information related to KCP&L and its consolidated subsidiaries is incorporated by reference in this prospectus supplement and the accompanying prospectus. You should not rely on any information relating solely to Evergy or its subsidiaries (other than KCP&L and its subsidiaries or information provided separately by KCP&L or its consolidated subsidiaries) in determining whether to invest in the Bonds. The Bonds are not guaranteed by Evergy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or distributions or to advance funds to us for the purpose of paying the principal of, or premium, if any, or interest on, the Bonds or any other amount that may be required to be paid under the Mortgage Indenture or the Bonds, preventing or curing an event of default under the terms of the Mortgage Indenture, complying with any other obligation under the Mortgage Indenture or the Bonds or otherwise.

No Prior Market for the Bonds — There is no prior market for the Bonds, and if a market develops, it may not be liquid and prices of the Bonds may vary.

We do not intend to list the Bonds on any national securities exchange or to seek their quotation on any automated dealer quotation system. We cannot assure holders of the Bonds that any liquid market for the Bonds will ever develop or be maintained. The underwriters have advised us that they currently intend to make a market in Bonds following this offering. However, the underwriters have no obligation to make a market in the Bonds and they may stop at any time. Further, there can be no assurance as to the liquidity of any market that may develop for the Bonds, holders' ability to sell their Bonds or the price at which holders will be able to sell their Bonds. Future trading prices of the Bonds will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Bonds and the market for similar securities. Any trading market that develops would be affected by many factors independent of and in addition to the foregoing, including:

- the time remaining to the maturity of the Bonds;
- the outstanding amount of the Bonds;
- the terms related to optional redemption of the Bonds; and
- the level, direction and volatility of market interest rates generally.

Our credit ratings and ratings on the Bonds may be decreased, suspended or withdrawn and may not reflect all risks of your investment in the Bonds.

KCP&L and certain of its securities are rated by Moody's Investors Service, Inc. and S&P Global Ratings. There is no assurance that such credit ratings will be issued or remain in effect for any given period of time or that such ratings will not be decreased, suspended or withdrawn entirely by the rating agencies, if, in each rating agency's judgment, circumstances so warrant. KCP&L's credit ratings could decrease as a result of events directly affecting Evergy and its subsidiaries (other than KCP&L and its subsidiaries), even though Evergy is not guaranteeing the Bonds and is not generally obligated to provide credit support to us. Holders of Bonds will have no recourse against us or any other parties in the event of a change in or suspension or withdrawal of such ratings. Any decrease, suspension or withdrawal of such ratings may have an adverse effect on the market price or marketability of debt securities issued by us, including the Bonds.

KCP&L's credit ratings are an assessment by rating agencies of our ability to pay our debts when due. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the Bonds. These credit ratings may not reflect the potential impact of risks relating to the terms or market for the Bonds. Credit ratings are not a recommendation to buy, sell or hold any security, and may be revised or withdrawn at any time by the issuing organization. Each rating agency's rating should be evaluated independently of any other rating agency's rating.

USE OF PROCEEDS

The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$393.5 million. We intend to use the net proceeds from this offering to repay at maturity \$400 million aggregate principal amount of our outstanding 7.15% Mortgage Bonds, Series 2009A due 2019.

DESCRIPTION OF THE BONDS

The following description of the particular terms of the Bonds supplements and, to the extent inconsistent therewith, replaces the description of the general terms and provisions of the Bonds set forth in the accompanying prospectus under “Description of General Mortgage Bonds,” to which reference is hereby made. Whenever a defined term is referred to and not herein defined, the definition thereof is contained in the accompanying prospectus or in the Mortgage Indenture referred to therein.

The following description, together with the “Description of General Mortgage Bonds” in the accompanying prospectus, is a summary of the material provisions of the Bonds and the Mortgage Indenture and does not purport to be complete. This summary is subject to and is qualified by reference to all the provisions of the Bonds and the Mortgage Indenture, including the definition of certain terms used in the Mortgage Indenture. We urge you to read the Mortgage Indenture because it, and not this description, defines your rights as a holder of the Bonds.

General

The Bonds constitute a single series of general mortgage bonds to be issued under the General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986, as supplemented from time to time, including by the Seventeenth Supplemental Indenture, to be dated as of March 27, 2019, establishing the terms of the Bonds, each executed by the Company to UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee. We refer in this prospectus supplement to such general mortgage bonds as the “general mortgage bonds,” to such General Mortgage Indenture and Deed of Trust, as supplemented, as the “Mortgage Indenture” and to UMB Bank, N.A. as the “Mortgage Trustee.” The Bonds will initially be limited to \$400,000,000 aggregate principal amount and will mature on April 1, 2049.

The Bonds will bear interest at the rate per annum set forth on the cover page of this prospectus supplement from the date of issuance or from the most recent interest payment date to which interest has been paid or provided for, payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2019, to the persons in whose names the Bonds are registered at the close of business on the record date for the interest payment date, which will be (i) the close of business on the Business Day immediately preceding such interest payment date so long as all of the Bonds remain in book-entry only form or (ii) the fifteenth calendar day immediately preceding each interest payment date if any of the Bonds do not remain in book-entry only form, whether or not such day is a Business Day. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. If any date on which interest is payable on the Bonds is not a Business Day, then payment of the interest payable on that date will be made on the next succeeding day which is a Business Day (and without any additional interest or other payment in respect of any delay).

As used in this section, “Business Day” means, with respect to the Bonds, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

The Bonds will be issued only in registered form in minimum denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof.

We will initially offer \$400,000,000 aggregate principal amount of the Bonds. Subject to the limits contained in the Mortgage Indenture that are described under “— Basis for Issuance of the Bonds” and the limits described under “— Ranking and Security” in this prospectus supplement, we may, at any time, without consent of the holders of the Bonds, issue additional general mortgage bonds under the Mortgage Indenture ranking equally and ratably with, and having the same interest rate, maturity and other terms (except for the price to public, the issue date and the first interest payment date, as applicable), as the Bonds being offered hereby. Any such additional general mortgage bonds, together with the Bonds offered hereby, will constitute a single series of general mortgage bonds under the Mortgage Indenture; provided that if any such additional general mortgage bonds are not fungible for U.S. federal income tax purposes with the Bonds offered hereby, such additional general mortgage bonds will be issued under a separate CUSIP number.

Basis for Issuance of the Bonds

We will issue the Bonds under the Mortgage Indenture based upon retirement of previously issued general mortgage bonds. As of December 31, 2018, and after taking into account the Collateralization, we could issue under the Mortgage Indenture:

- based upon the value of unbonded bondable property, up to approximately \$4.8 billion of additional general mortgage bonds; and
- based upon retirements of previously issued general mortgage bonds, up to \$400.0 million of additional general mortgage bonds (none remaining after giving effect to this offering).

For more information, see “Description of General Mortgage Bonds — Security and Priority — Issuance of Additional Mortgage Bonds” in the accompanying prospectus.

Ranking and Security

The Bonds will be secured by the lien of the Mortgage Indenture and will rank equally and ratably (except as to sinking funds and other analogous funds established for the exclusive benefit of a particular series) with all general mortgage bonds, regardless of series, from time to time issued and outstanding under the Mortgage Indenture. For more information, see “Description of General Mortgage Bonds — Security and Priority” in the accompanying prospectus and “Prospectus Supplement Summary — Recent Developments” in this prospectus supplement. As of the date of this prospectus supplement, without giving effect to the Bonds offered hereby, or the intended use of proceeds thereof, we had approximately \$2.4 billion aggregate principal amount of general mortgage bonds outstanding (including the Collateralized Notes).

Optional Redemption

We will have the right to redeem the Bonds at any time prior to October 1, 2048 (the date that is six months prior to the maturity date of the Bonds (the “Par Call Date”)), in whole or from time to time in part, at our option, at a redemption price equal to the greater of:

- 100% of the principal amount of the Bonds being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds being redeemed that would be due if the Bonds matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined herein) plus 20 basis points,

plus, in each case, accrued and unpaid interest on the principal amount of the Bonds being redeemed to, but excluding, the redemption date. Notwithstanding the foregoing, installments of interest on Bonds that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the Bonds and the Mortgage Indenture.

We will have the right to redeem the Bonds, at any time on or after the Par Call Date, in whole or from time to time in part, at our option, at a redemption price equal to 100% of the principal amount of the Bonds being redeemed plus accrued and unpaid interest on the principal amount of the Bonds being redeemed to, but excluding, the redemption date.

“*Comparable Treasury Issue*” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Bonds to be redeemed (assuming, for this purpose, that the Bonds matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds.

“*Comparable Treasury Price*” means, with respect to any redemption date:

- the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations;

- if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or
- if only one Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

“Quotation Agent” means one of the Reference Treasury Dealers appointed by us.

“Reference Treasury Dealer” means:

- BNP Paribas Securities Corp. or its affiliates and successors, unless it ceases to be a primary U.S. government securities dealer in the United States of America (a “Primary Treasury Dealer”), in which case we will substitute therefor another Primary Treasury Dealer;
- a Primary Treasury Dealer selected by each of BNY Mellon Capital Markets, LLC, PNC Capital Markets LLC and SunTrust Robinson Humphrey, Inc.; and
- one other Primary Treasury Dealer that we select.

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

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

Notice of any redemption will be mailed at least 10 days but not more than 40 days before the redemption date to each holder of the Bonds to be redeemed. Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Bonds or portions thereof called for redemption. If less than all of the Bonds are to be redeemed, the particular Bonds or portions of such Bonds to be redeemed will be selected by DTC in such manner as it shall determine.

Notwithstanding the foregoing, if at the time of mailing any notice of redemption, we have not irrevocably directed the Mortgage Trustee to apply funds to redeem all the Bonds called for redemption, such notice of redemption at our option may state that such redemption is subject to the receipt by the Mortgage Trustee on or prior to the date fixed for such redemption, of money sufficient to pay the principal of and premium, if any, and interest on, such Bonds and that such notice will be of no effect unless moneys are so received before the date fixed for redemption.

Sinking Fund

The Bonds will not be entitled to the benefit of any sinking fund, or to a special redemption by operation of a sinking fund.

No Guarantees

The Bonds are not guaranteed by our parent company, Evergy, or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or distributions or to advance funds to KCP&L for the purpose of paying the principal of, or premium, if any, or interest on, the Bonds or any other amount that may be required to be paid under the Mortgage Indenture or the Bonds, preventing or curing an event of default under the terms of the Mortgage Indenture or complying with any other obligation under the Mortgage Indenture or the Bonds or otherwise.

Concerning the Mortgage Trustee

We and our affiliates maintain corporate trust and other banking relationships with UMB Bank, N.A. and its affiliates. In addition, UMB Financial Services, Inc., one of the underwriters for this offering, is an affiliate of the Mortgage Trustee.

Book-Entry System

Upon issuance, the Bonds will be represented by one or more global securities deposited with, or on behalf of, DTC, as depositary. The global securities representing the Bonds will be registered in the name of the depositary or its nominee. Except under the circumstances described in the accompanying prospectus under “Book-Entry System,” the Bonds will not be issuable in definitive form. So long as the Bonds are represented by one or more global securities, the depositary or its nominee will be considered the sole owner or holder of such Bonds for all purposes under the Mortgage Indenture, and the beneficial owners of such Bonds will be entitled only to those rights and benefits afforded to them in accordance with the depositary’s regular operating procedures. The depositary has confirmed to us, the underwriters and the Mortgage Trustee that it intends to follow such procedures with respect to the Bonds. A further description of the depositary’s procedures with respect to global securities is set forth in the accompanying prospectus under “Book-Entry System.”

Global Clearance and Settlement Procedures

Secondary market trading between Clearstream Banking, S.A. (“Clearstream”) participants and/or Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”) participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream and Euroclear, as applicable.

Cross-market transfers between persons holding directly or indirectly through DTC on the one hand, and directly or indirectly through Clearstream participants or Euroclear participants on the other, will be effected through DTC in accordance with DTC rules on behalf of the relevant European international clearing system by its U.S. depositary; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depositary to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream participants and Euroclear participants may not deliver instructions directly to their respective U.S. depositaries.

Because of time-zone differences, credits of Bonds received in Clearstream or Euroclear as a result of a transaction with a DTC participant will be made during subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits or any transactions in such Bonds settled during such processing will be reported to the relevant Euroclear participant or Clearstream participant on such business day. Cash received in Clearstream or Euroclear as a result of sales of the Bonds by or through a Clearstream participant or a Euroclear participant to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following settlement in DTC.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain material U.S. federal income tax considerations that may be relevant to the purchase, ownership and disposition of the Bonds. Because this section is a summary, it does not address all aspects of taxation that may be relevant to a particular holder of the Bonds in light of the holder's personal investment or tax circumstances, or to certain types of holders that are subject to special treatment under the U.S. federal income tax laws, such as:

- dealers in securities or foreign currency;
- tax-exempt entities;
- banks;
- thrifts;
- regulated investment companies;
- real estate investment trusts;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- controlled foreign corporations;
- passive foreign investment companies;
- insurance companies;
- persons that hold the Bonds as part of a "straddle," a "hedge" or a "conversion transaction";
- persons liable for alternative minimum tax;
- certain former U.S. citizens or long-term residents or expatriates;
- retirement plans;
- any U.S. holder (as defined below) that has a "functional currency" other than the U.S. dollar or that holds Bonds through a non-U.S. broker or other non-U.S. intermediary;
- a person required for U.S. federal income tax purposes to conform the timing of accruals with respect to the Bonds to its financial statements; and
- partnerships (or other pass-through entities or arrangements) or investors in such partnerships (or other pass-through entities or arrangements).

This summary assumes that the Bonds are held as capital assets for U.S. federal income tax purposes, which generally means property held for investment. In addition, except where otherwise provided, this discussion is limited to the U.S. federal income tax consequences to initial investors that purchase the Bonds for cash, at their original issue price, and does not discuss the tax consequences for subsequent purchasers of the Bonds. It does not consider any tax consequences arising out of U.S. federal gift, generation-skipping and estate tax law or under the tax laws of any foreign, state, local or other jurisdiction.

If a partnership, including any entity or arrangement that is treated as a partnership for U.S. federal income tax purposes, is a beneficial owner of Bonds, the treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. If you are a partnership that is considering purchasing Bonds (or a partner in such partnership), you should consult with your tax advisor.

This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), applicable Treasury Regulations promulgated thereunder, judicial authority and administrative interpretations as of the date hereof, all of which are subject to change, possibly with retroactive effect. There can be no assurance that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described herein and we have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of the purchase, ownership and disposition of the Bonds.

We urge you to consult your own tax advisor about the particular U.S. federal, state, local and foreign tax consequences of the purchase, ownership and disposition of the Bonds and the application of the U.S. federal income tax laws to your particular situation.

U.S. Holders

A “U.S. holder” is a beneficial owner of Bonds that, for U.S. federal income tax purposes, is:

- a citizen or resident of the United States;
- a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any of its states or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its sources; or
- any trust if (1) a court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) it has a valid election in place to be treated as a U.S. person.

Interest

If the Bonds are issued at a discount from their stated redemption price at maturity, it is expected, and this discussion assumes, that any such discount will be less than the statutorily defined *de minimis* amount. Accordingly, stated interest on the Bonds generally will be taxable to a U.S. holder as ordinary interest income at the time such interest is received or accrued in accordance with the U.S. holder’s regular method of accounting for U.S. federal income tax purposes.

Sale, Exchange or Other Taxable Disposition of Bonds

A U.S. holder will generally recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Bond. The amount of the U.S. holder’s gain or loss will equal the difference between the amount the U.S. holder receives for the Bond (except to the extent such amount represents accrued but unpaid interest, which will be treated as ordinary interest income to the extent the U.S. holder has not previously included the accrued interest in gross income) minus the U.S. holder’s adjusted tax basis in the Bond. The U.S. holder’s adjusted tax basis in a Bond generally will be the price the U.S. holder paid for the Bond. Any such gain or loss on a taxable disposition of a Bond, as described above, will generally constitute capital gain or loss and will be long-term capital gain or loss if the U.S. holder has held such Bond for more than one year at the time of disposition. Under current U.S. federal income tax law, net long-term capital gains of non-corporate U.S. holders (including individuals) are eligible for taxation at preferential rates. The deductibility of capital losses against ordinary income is subject to limitations.

Net Investment Income Tax

Certain U.S. holders who are individuals, estates or trusts are subject to a 3.8% tax on all or a portion of their “net investment income,” which generally will include interest and gain on a sale in respect of the Bonds, subject to certain exceptions. Each U.S. holder is urged to consult its tax advisors regarding the applicability of the net investment income tax to its income and gains in respect of its investment in the Bonds.

Information Reporting and Backup Withholding

Payments of principal and interest made by us on, or the proceeds of the sale or other disposition of, the Bonds generally will be subject to information reporting unless the U.S. holder is an exempt recipient, such as a corporation, and, if required, demonstrates its status as an exempt recipient. In addition, such payments generally will be subject to U.S. federal backup withholding tax, currently at a rate of 24%, unless the U.S. holder supplies a taxpayer identification number, certified under penalties of perjury, as well as certain other information, or otherwise establishes an exemption from backup withholding. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. holder will be allowed as a credit against the U.S. holder’s U.S. federal income tax liability and may entitle the U.S. holder to a refund provided that the required information is timely furnished to the IRS.

Non-U.S. Holders

A “Non-U.S. holder” is a beneficial owner of Bonds that is neither a partnership nor other pass-through entity or arrangement that is treated as a partnership for U.S. federal income tax purposes (which, as indicated above, we do not address herein) or a U.S. holder.

Payments on the Bonds

Subject to the discussions below concerning backup withholding and FATCA (as defined below) withholding, payments of interest on a Bond to any Non-U.S. holder will generally not be subject to U.S. federal withholding tax, provided that the interest is not effectively connected with a U.S. trade or business conducted by the Non-U.S. holder and:

the holder is not (and, if so requested by the paying agent, certifies that it is not):

- an actual or constructive owner of 10% or more of the total voting power of all our voting stock;
- a controlled foreign corporation related (directly or indirectly) to us through stock ownership; or
- a bank receiving interest on an extension of credit made pursuant to a loan agreement with us entered into in the ordinary course of its trade or business; and

we, or our paying agent, receive:

- from the Non-U.S. holder, a properly completed IRS Form W-8BEN or W-8BEN-E (or substitute Form W-8BEN or W-8BEN-E or the appropriate successor form), signed under penalties of perjury, which provides the Non-U.S. holder’s name and address and certifies that the Non-U.S. holder of the Bond is a Non-U.S. holder; or
- from a securities clearing organization, bank or other financial institution that holds the Bonds in the ordinary course of its trade or business (a “financial institution”) on behalf of the Non-U.S. holder, certification under penalties of perjury that such a Form W-8BEN or W-8BEN-E (or substitute Form W-8BEN or W-8BEN-E or the appropriate successor form) has been received by it, or by another such financial institution, from the Non-U.S. holder, and a copy of the Form W-8BEN or W-8BEN-E (or substitute Form W-8BEN or W-8BEN-E or the appropriate successor form) is furnished to the payor.

Special rules may apply to holders who hold Bonds through “qualified intermediaries” within the meaning of U.S. federal income tax laws.

If interest on a Bond is effectively connected with the conduct by a Non-U.S. holder of a trade or business in the United States and, if the Non-U.S. holder is entitled to the benefits under an applicable tax treaty, is attributable to a permanent establishment or a fixed base in the United States, then such income generally will be subject to U.S. federal income tax on a net basis at the rates applicable to U.S. persons generally (and, if realized by corporate Non-U.S. holders, may also be subject to a branch profits tax at 30% or such lower rate as may be available pursuant to an applicable income tax treaty). If interest is subject to U.S. federal income tax on a net basis in accordance with the rules described in the preceding sentence, payments of such interest will not be subject to U.S. federal withholding tax so long as the holder provides us or the paying agent with a properly completed IRS Form W-8ECI.

A Non-U.S. holder that does not qualify for an exemption from withholding under the preceding paragraphs generally will be subject to withholding of U.S. federal income tax at the rate of 30% (or lower, including a 0%, applicable treaty rate if the Non-U.S. holder qualifies for such applicable treaty benefit and certifies such qualification via a Form W-8BEN or W-8BEN-E) on payments of interest on the Bonds. We will not be obligated to make any “gross up” or additional payments in respect of amounts withheld on the Bonds if we determine that we must so withhold in respect of the amounts described above.

Non-U.S. holders may be required to periodically update their IRS forms.

Non-U.S. holders should consult their tax advisors concerning certification requirements and about any applicable income tax treaties, which may provide for an exemption from or a lower rate of withholding tax, exemption from or reduction of branch profits tax, or other rules different from those described above.

Sale, Exchange or Other Taxable Disposition of Bonds

Subject to the discussions of backup withholding below, any gain realized by a Non-U.S. holder on the sale, exchange, redemption, retirement or other disposition of a Bond generally will not be subject to U.S. federal income tax, unless:

- such gain is effectively connected with the Non-U.S. holder's conduct of a trade or business in the United States and, if the Non-U.S. holder is entitled to the benefits under an applicable tax treaty, is attributable to a permanent establishment or a fixed base in the United States; or
- the Non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are satisfied.

If the first bullet point applies, the Non-U.S. holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as U.S. holders, as described above, unless an applicable income tax treaty provides otherwise. In addition, if such Non-U.S. holder is a corporation, such Non-U.S. holder may also be subject to the branch profits tax described above. If the second bullet point applies, the Non-U.S. holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate under an applicable income tax treaty) on the amount by which capital gains from U.S. sources (including gains from the sale, exchange, redemption, retirement or other disposition of the Bonds) exceed capital losses allocable to U.S. sources.

Gain realized on a disposition of a Bond will not include amounts that represent accrued but unpaid interest, which will be treated as described under “—Payments on the Bonds.”

Information Reporting and Backup Withholding

Payments of interest to a Non-U.S. holder generally will be reported to the IRS and to the Non-U.S. holder. Copies of applicable IRS information returns may be made available under the provisions of a specific tax treaty or agreement to the tax authorities of the country in which the Non-U.S. holder resides. Non-U.S. holders are generally exempt from backup withholding, currently at a rate of 24%, and additional information reporting on payments of principal, premium (if any), or interest on a Bond and the payment of proceeds from the sale of a Bond, provided that the Non-U.S. holder (a) certifies its nonresident status on the appropriate IRS form (or a suitable substitute form) and certain other conditions are met or (b) otherwise establishes an exemption. Backup withholding is not an additional tax. Any backup withholding generally will be allowed as a credit or refund against the Non-U.S. holder's U.S. federal income tax liability provided that the required information is timely furnished to the IRS.

FATCA Withholding

Under the Foreign Account Tax Compliance Act provisions of the Code and related U.S. Treasury guidance (“FATCA”), a U.S. federal withholding tax of 30% will be imposed in certain circumstances on payments of interest on the Bonds. In the case of payments made to a “foreign financial institution” (such as a bank, a broker, an investment fund or, in certain cases, a holding company), as a beneficial owner or as an intermediary, this tax generally will be imposed, subject to certain exceptions, unless such institution (i) has agreed to (and does) comply with the requirements of an agreement with the United States (an “FFI Agreement”) or (ii) is required by (and does comply with) applicable foreign law enacted in connection with an intergovernmental agreement between the United States and a foreign jurisdiction (an “IGA”) to, among other things, collect and provide to the U.S. tax authorities or other relevant tax authorities certain information regarding U.S. account holders of such institution and, in either case, such institution provides the withholding agent with a certification as to its FATCA status. In the case of payments made to a foreign entity that is not a financial institution (as a beneficial owner), the tax generally will be imposed, subject to certain exceptions, unless such entity provides the withholding agent with a certification as to its FATCA status and, in certain cases, identifies any “substantial” U.S. owner (generally, any specified U.S. person that directly or indirectly owns more than a specified percentage of such entity). If a Bond is held through a foreign financial institution that has agreed to comply with the requirements of an FFI Agreement or is subject to similar requirements under applicable foreign law enacted in connection

with an IGA, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign financial institution) generally will be required, subject to certain exceptions, to withhold tax on payments made to (i) a person (including an individual) that fails to provide any required information or documentation or (ii) a foreign financial institution that has not agreed to comply with the requirements of an FFI Agreement and is not subject to similar requirements under applicable foreign law enacted in connection with an IGA. We will not be obligated to make any “gross up” or additional payments in respect of amounts withheld on the Bonds if we determine that we must so withhold in order to comply with FATCA in respect of the amounts described above. Prospective purchasers of the Bonds should consult their own tax advisors regarding the application of FATCA to the purchase, ownership and disposition of Bonds in their particular circumstances.

UNDERWRITING

Subject to the terms and conditions contained in an underwriting agreement, dated the date of this prospectus supplement between us and the underwriters named below, for whom BNP Paribas Securities Corp., BNY Mellon Capital Markets, LLC, PNC Capital Markets LLC and SunTrust Robinson Humphrey, Inc. are acting as representatives, we have agreed to sell to each underwriter, and each underwriter has severally agreed to purchase from us, the principal amount of Bonds that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of Bonds</u>
BNP Paribas Securities Corp.	\$ 90,000,000
BNY Mellon Capital Markets, LLC	90,000,000
PNC Capital Markets LLC	90,000,000
SunTrust Robinson Humphrey, Inc.	90,000,000
UMB Financial Services, Inc.	16,000,000
MFR Securities, Inc.	12,000,000
The Williams Capital Group, L.P.	12,000,000
Total	<u>\$400,000,000</u>

The underwriters are offering the Bonds subject to their acceptance of the Bonds from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the Bonds offered hereby are subject to certain conditions. The underwriting agreement provides that the underwriters are obligated to purchase all of the Bonds, if any are purchased.

The Bonds sold by the underwriters to the public will initially be offered at the initial price to the public set forth on the cover page of this prospectus supplement and may be offered to certain dealers at this price less a concession not in excess of 0.500% of the aggregate principal amount of the Bonds. The underwriters may allow, and those dealers may realow, a discount not in excess of 0.250% of the aggregate principal amount of the Bonds to certain other dealers. If the Bonds are not sold at the initial price to the public, the underwriters may change the price to the public and the other selling terms. The underwriters may offer and sell Bonds through certain of their affiliates.

The following table shows the underwriting discount that we will pay to the underwriters in connection with the offering of the Bonds:

	<u>Paid by Us</u>
Per Bond	0.875%
Total	\$3,500,000

Expenses associated with this offering to be paid by us, other than the underwriting discount, are estimated to be approximately \$800,000.

We have also agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments which the underwriters may be required to make in respect of any such liabilities.

The Bonds are a new issue of securities with no established trading market. We do not intend to list the Bonds on any securities exchange or seek their quotation on any automated dealer quotation system. The underwriters have advised us that they intend to make a market in the Bonds, but they are not obligated to do so. At their sole discretion, the underwriters may discontinue any market making in the Bonds at any time without notice. Accordingly, we cannot assure you that a liquid trading market will develop for the Bonds, that you will be able to sell your Bonds at a particular time or that the price you receive when you sell will be favorable.

In connection with the offering of the Bonds, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Bonds. Specifically, the underwriters may overallocate in connection with the offering of the Bonds, creating syndicate short positions. In addition, the underwriters may bid for and

purchase Bonds in the open market to cover syndicate short positions or to stabilize the price of the Bonds. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Bonds in this offering if the syndicate repurchases previously distributed Bonds in syndicate covering transactions, stabilizing transactions or otherwise. Any of these activities may stabilize or maintain the market price of the Bonds above independent market levels. The underwriters are not required to engage in any of these activities, and may end any of them at any time without notice.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, corporate trust, investment management, investment research, principal investment, hedging, financing and brokerage activities.

Certain of the underwriters and their affiliates have provided and in the future may continue to provide investment banking, commercial banking and other financial services, including the provision of credit facilities, to us and our affiliates in the ordinary course of business for which they have received and will receive customary compensation. Affiliates of certain of the underwriters are lenders under a master revolving credit agreement entered into with Evergy, KCP&L and two other subsidiaries of Evergy. In connection with these arrangements, affiliates of certain of the underwriters act as lenders. In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve our securities and/or instruments. If any of the underwriters or their affiliates has a lending relationship with us, certain of these underwriters or their affiliates routinely hedge, and certain other of these underwriters or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Bonds offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Bonds offered hereby. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

T+7 Settlement Cycle

Delivery of the Bonds is expected to be made against payment therefor on or about the settlement date set forth on the cover page of this prospectus supplement, which will be the seventh business day following the date of this prospectus supplement (such settlement being referred to as “T+7”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Bonds on the date of this prospectus supplement or the next four succeeding business days will be required, by virtue of the fact that the Bonds initially will settle in T+7, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Bonds who wish to trade the Bonds on the date of this prospectus supplement or on the next four succeeding business days should consult their advisors.

Selling Restrictions

Notice to Prospective Investors in Canada

The Bonds may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Bonds must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement or the accompanying prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in the European Economic Area

The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "Prospectus Directive"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This prospectus supplement and the accompanying prospectus have been prepared on the basis that any offer of Bonds in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Bonds. This prospectus supplement and the accompanying prospectus are not a prospectus for the purposes of the Prospectus Directive.

Notice to Prospective Investors in the United Kingdom

In the United Kingdom, this prospectus supplement and the accompanying prospectus is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at, persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This prospectus supplement and the accompanying prospectus must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this prospectus supplement and the accompanying prospectus relate is only available to, and will be engaged in with, relevant persons.

Notice to Prospective Investors in Hong Kong

The Bonds may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Bonds may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to Bonds which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Japan

The Bonds have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Notice to Prospective Investors in Taiwan

The Bonds have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the Bonds in Taiwan.

Notice to Prospective Investors in Switzerland

The Bonds may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. Accordingly, this prospectus supplement and the accompanying prospectus do not constitute a prospectus within the meaning of, and have been prepared without regard to the disclosure standards for issuance prospectuses under article 652a or article 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under article 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Each underwriter has represented and agreed not to publicly distribute or otherwise make publicly available in Switzerland this prospectus supplement or any other offering or marketing material relating to the Bonds.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the Company or the Bonds have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus supplement will not be filed with, and the offer of Bonds will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of Bonds has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the “CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the Bonds.

Notice to Prospective Investors in the United Arab Emirates

The offering of the Bonds has not been approved or licensed by the UAE Central Bank, the UAE Securities and Commodities Authority (“SCA”), the Dubai Financial Services Authority (“DFSA”) or any other relevant licensing authorities in the UAE, and the Bonds may not be offered to the public in the UAE (including the DIFC). This prospectus supplement is being issued to a limited number of institutional and individual investors: (a) who meet the criteria of a “Qualified Investor” as defined in the SCA Board of Directors Decision No. 3 R.M. of 2017 (but excluding subparagraph 1(d) in the “Qualified Investor” definition relating to natural persons); (b) upon their request and confirmation that they understand that the Bonds have not been approved or licensed by or registered with the UAE Central Bank, the SCA, DFSA or any other relevant licensing authorities or governmental agencies in the UAE; and (c) upon their confirmation that they understand that the prospectus supplement must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose.

LEGAL MATTERS

Certain legal matters in connection with the offering of the Bonds will be passed upon for us by Heather A. Humphrey, Senior Vice President, General Counsel and Corporate Secretary of the Company and Hunton Andrews Kurth LLP, New York, New York. Certain legal matters will be passed upon for the underwriters by Pillsbury Winthrop Shaw Pittman LLP, New York, New York. From time to time, Pillsbury Winthrop Shaw Pittman LLP acts as counsel for us and our affiliates for various matters.

At March 1, 2019, Ms. Humphrey owned beneficially a number of shares of common stock of Evergy, Inc., including equity awards that may be paid in shares of common stock at a later date, which represented less than 0.1% of the total outstanding common stock of Evergy, Inc.

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus supplement by reference from the Annual Report on Form 10-K for the year ended December 31, 2018 of Kansas City Power & Light Company have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

PROSPECTUS

KANSAS CITY POWER & LIGHT COMPANY

Notes General Mortgage Bonds

These securities are not obligations of, nor guaranteed by, Evergy, Inc., our corporate parent.

Kansas City Power & Light Company ("KCP&L") may offer and sell, from time to time, notes and general mortgage bonds in one or more offerings. We may offer the securities simultaneously or at different times, in one or more separate series, in amounts, at prices and on terms to be determined at or prior to the time or times of sale.

This prospectus provides you with a general description of these securities. We will provide specific information about the offerings and the terms of these securities in one or more supplements to this prospectus. The supplements may also add, update or change the information contained in this prospectus. This prospectus may not be used to offer and sell our securities unless accompanied by a prospectus supplement. You should read this prospectus and the related prospectus supplements before you invest in these securities.

Our principal executive offices are located at 1200 Main Street, Kansas City, Missouri 64105 and our telephone number is (816) 556-2200.

Investing in these securities involves risks. You should carefully consider the information referred to under the heading "Risk Factors" on page 5 of this prospectus.

We may offer and sell these securities through one or more underwriters, dealers or agents or directly to purchasers, on a continuous or delayed basis. We will set forth in the related prospectus supplement the specific terms of the plan of distribution, including the name of the underwriters, dealers or agents, the discount or commission received by them from us as compensation, our other expenses for the offering and sale of these securities and the net proceeds we receive from the sale. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 5, 2018.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission (the “SEC”), under the Securities Act of 1933, as amended, utilizing a “shelf” registration process. By using this process, we may, from time to time, sell any combination of the securities described in this prospectus in one or more offerings.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide you with a supplement to this prospectus that will describe the specific terms of that offering. The prospectus supplement may also add, update or change the information contained in this prospectus, including information about us. If there is any inconsistency between the information in this prospectus and the prospectus supplement, you should rely on the information in the prospectus supplement. The registration statement we filed with the SEC includes exhibits that provide more detail on descriptions of the matters discussed in this prospectus. Therefore, for a complete understanding of our securities being offered, we urge you to read carefully the registration statement (including the exhibits thereto), this prospectus and any prospectus supplement accompanying this prospectus, together with the information incorporated herein by reference under “Where You Can Find More Information”, before deciding whether to invest in any of our securities being offered.

This prospectus, any prospectus supplement and any free writing prospectus that we file with the SEC contain and incorporate by reference information that you should consider when making your investment decision. We have not, and the underwriters have not, authorized anyone to provide you with different information, and neither we nor the underwriters of any offering of securities will authorize anyone else to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus, any prospectus supplement and the documents incorporated by reference is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates.

As described in more detail below under “Where You Can Find More Information,” we, Evergy, Inc. (“Evergy”), our parent company, and a wholly-owned subsidiary of Evergy, separately filed the combined Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018. However, only the information related to KCP&L and its consolidated subsidiaries is incorporated by reference in this prospectus. You should not rely on any information relating solely to Evergy or its subsidiaries (other than KCP&L and its consolidated subsidiaries and the information provided separately by KCP&L or its consolidated subsidiaries of KCP&L) in determining whether to invest in any securities offered hereby. The securities are not guaranteed by Evergy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or distributions or to advance funds to us for the purpose of paying the principal of, or premium, if any, or interest on, the securities or any other amount that may be required to be paid under any indenture, preventing or curing an event of default under the terms of any indenture, complying with any other obligation under any indenture or the securities or otherwise.

Unless the context otherwise requires or as otherwise indicated, when we refer to “Kansas City Power & Light,” “KCP&L,” the “Company,” “we,” “us” or “our” in this prospectus or when we otherwise refer to ourselves in this prospectus, we mean Kansas City Power & Light Company and not any of its subsidiaries, unless the context clearly indicates otherwise.

CAUTIONARY STATEMENTS REGARDING CERTAIN FORWARD-LOOKING INFORMATION

This prospectus and the documents incorporated or deemed incorporated by reference as described under the heading “Where You Can Find More Information” contain forward-looking statements that are not based on historical facts. In some cases, you can identify forward-looking statements by use of the words “may,” “should,” “expect,” “plan,” “anticipate,” “estimate,” “predict,” “potential,” or “continue.” Forward-looking statements include, but are not limited to, statements regarding the outcome of regulatory proceedings, cost estimates of capital projects and other matters affecting future operations. These forward-looking statements are based on assumptions, expectations, and assessments made by our management in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe to be appropriate. Any forward-looking statements are not guarantees of our future performance and are subject to risks and uncertainties, including those discussed under the heading “Risk Factors” in this prospectus, in any prospectus supplement, and in our other filings with the SEC. These risks and uncertainties could cause actual results, developments and business decisions to differ materially from those contemplated or implied by forward-looking statements. Consequently, you should recognize these statements for what they are and we caution you not to rely upon them as facts. We claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 for all forward-looking statements. We disclaim any duty to update the forward-looking statements, which apply only as of the date of this prospectus. Some of the factors that may cause actual results, developments and business decisions to differ materially from those contemplated by these forward-looking statements include the following:

- future economic conditions in regional, national and international markets and their effects on sales, prices and costs;
- prices and availability of electricity in regional and national wholesale markets;
- market perception of the energy industry and KCP&L;
- changes in business strategy, operations or development plans; the outcome of contract negotiations for goods and services;
- effects of current or proposed state and federal legislative and regulatory actions or developments, including, but not limited to, deregulation, re-regulation and restructuring of the electric utility industry;
- decisions of regulators regarding rates that KCP&L can charge for electricity;
- adverse changes in applicable laws, regulations, rules, principles or practices governing tax, accounting and environmental matters including, but not limited to, air and water quality;
- financial market conditions and performance including, but not limited to, changes in interest rates and credit spreads and in availability and cost of capital and the effects on derivatives and hedges, nuclear decommissioning trust and pension plan assets and costs;
- impairments of long-lived assets or goodwill;
- credit ratings;
- inflation rates;
- effectiveness of risk management policies and procedures and the ability of counterparties to satisfy their contractual commitments;
- impact of terrorist acts, including, but not limited to, cyber terrorism;
- ability to carry out marketing and sales plans;
- weather conditions including, but not limited to, weather-related damage and their effects on sales, prices and costs;

- cost, availability, quality and deliverability of fuel;
- the inherent uncertainties in estimating the effects of weather, economic conditions and other factors on customer consumption and financial results;
- ability to achieve generation goals and the occurrence and duration of planned and unplanned generation outages;
- delays in the anticipated in-service dates and cost increases of generation, transmission, distribution or other projects;
- the inherent risks associated with the ownership and operation of a nuclear facility including, but not limited to, environmental, health, safety, regulatory and financial risks;
- workforce risks, including, but not limited to, increased costs of retirement, health care and other benefits; and
- other risks and uncertainties.

This list of factors is not all-inclusive because it is not possible to predict all factors. You should also carefully consider the information contained under the heading “Risk Factors” in this prospectus, any prospectus supplement, and in our other SEC filings. Additional risks and uncertainties are discussed from time to time in Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K filed by KCP&L with the SEC. Each forward-looking statement speaks only as of the date of the particular statement. KCP&L undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

KANSAS CITY POWER & LIGHT COMPANY

KCP&L, a Missouri corporation incorporated in 1922 and headquartered in Kansas City, Missouri, is an integrated, regulated electric utility that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2017, we served approximately 542,500 customers located in western Missouri and eastern Kansas. Our customers included approximately 479,300 residences, 61,200 commercial firms, and 2,000 industrials, municipalities and other electric utilities as of December 31, 2017. Our retail revenues averaged approximately 92% of our total operating revenues over the last three years. Wholesale firm power, bulk power sales and miscellaneous electric revenues accounted for the remainder of our revenues. We are significantly impacted by seasonality with approximately one-third of our retail revenues recorded in the third quarter. Missouri and Kansas jurisdictional retail revenues averaged approximately 57% and 43%, respectively, of total retail revenues over the last three years. We have one active wholly-owned subsidiary, Kansas City Power & Light Receivables Company.

Our principal executive offices are located at 1200 Main Street, Kansas City, Missouri 64105 and our telephone number is (816) 556-2200.

RISK FACTORS

Investing in our securities involves risks. Our business is influenced by many factors that are difficult to predict, involve uncertainties that may materially affect actual results and are often beyond our control. You should carefully consider the information under the heading “Risk Factors” in:

- any prospectus supplement relating to any securities we are offering;
- our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2018 and June 30, 2018, which are incorporated by reference into this prospectus; and
- documents that we file with the SEC after the date of this prospectus and are deemed incorporated by reference into this prospectus.

USE OF PROCEEDS

Unless we inform you otherwise in a supplement to this prospectus, we anticipate using any net proceeds received by us from the issuance of any of the offered securities for general corporate purposes, including, among others:

- repayment of debt;
- repurchase, retirement or refinancing of other securities;
- funding of construction expenditures; and
- acquisitions.

Pending such uses, we may also invest the proceeds in certificates of deposit, United States government securities or certain other short-term interest-bearing securities. If we decide to use the net proceeds from a particular offering of securities for a specific purpose, we will describe that in the related prospectus supplement.

DESCRIPTION OF NOTES

General

The notes will represent unsecured obligations of the Company. We will issue each series of notes under the Indenture, dated as of May 1, 2007, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee. We refer to this Indenture in this prospectus as the “Indenture” and to The Bank of New York Mellon Trust Company, N.A. as the “trustee.” If at any time there is more than one trustee under the Indenture, the term “trustee” as used in this section with respect to the notes of any series means the trustee with respect to the notes of that series.

We have summarized selected provisions of the Indenture below. However, the following statements are summaries only, do not purport to be complete and are subject to, and qualified in their entirety by, all of the provisions of the Indenture, which is incorporated by reference herein. Certain of the terms used below are used herein with the meanings ascribed to such terms by the Indenture. You should carefully read the summary below and the provisions of the Indenture that may be important to you before investing. The Indenture, and not the description contained herein, defines the rights of the holders of the notes. Copies of the Indenture will be available at the offices of the trustee at 601 Travis Street, 16th Floor, Houston, Texas 77002.

The following sets forth certain general terms and provisions of the notes. The particular terms of the series of notes offered by any prospectus supplement will be described in that prospectus supplement. The Indenture provides that the notes may be issued in one or more series, may be issued at various times, may have differing maturity dates, may bear interest at differing rates and may have other differing terms and conditions, as described below. We need not issue all notes of one series at the same time and, unless otherwise provided, we may reopen a series, without the consent of the holder of the notes of that series for issuances of additional notes. One or more series of the notes may be issued with the same or various maturities at par, above par or at a discount. Notes bearing no interest or interest at a rate which, at the time of issuance, is below the market rate (“Original Issue Discount Securities”) will be sold at a discount (which may be substantial) below their stated principal amount. Federal income tax consequences and other special considerations applicable to any such Original Issue Discount Securities will be described in the prospectus supplement relating to those securities. Unless otherwise described in the applicable prospectus supplement, the Indenture does not limit the aggregate amount of debt, including secured debt, that we or our subsidiaries may incur. There is no limitation of the amount of debt we may issue under the Indenture. The Indenture also permits us to merge or consolidate or to transfer or lease our assets, subject to certain conditions (see “—Consolidation, Merger and Sale or Disposition of Assets” below).

Ranking

Each series of notes will be our direct unsecured general obligations and will rank equally with all of our other unsecured and unsubordinated debt. As of June 30, 2018, our aggregate outstanding debt that would have ranked equally with the notes was approximately \$2,392.3 million.

Unless otherwise provided in a prospectus supplement, the notes will effectively rank junior to our mortgage bonds which were issued under our Mortgage Indenture (as defined below). The Mortgage Indenture constitutes a mortgage lien upon substantially all of our fixed property and franchises, except property that has been, or may in the future be, released from the lien of the Mortgage Indenture. At June 30, 2018, there was approximately \$479.5 million aggregate principal amount of mortgage bonds outstanding, which amount does not include certain tax-exempt bonds secured by our mortgage bonds issued under the Mortgage Indenture that we repurchased in September 2015 and are currently held by us (the “Company-Held Tax-Exempt Bonds”). We have agreed with the issuer of certain bond insurance policies that insure the Company-Held Tax-Exempt Bonds to not issue additional mortgage bonds under the Mortgage Indenture without the insurer’s consent if, after giving effect to the issuance of such additional mortgage bonds, the proportion of mortgage bonds to total

indebtedness exceeded 75%. Additionally, if the long-term rating for such additional mortgage bonds by S&P Global Ratings or Moody's Investors Service, Inc. would be at or below A- or A3, respectively, such agreements would prohibit us from issuing additional mortgage bonds if, after giving effect to such additional mortgage bonds, the proportion of mortgage bonds to total indebtedness exceeded 50%. At June 30, 2018, the proportion of mortgage bonds to total indebtedness was approximately 17%.

Provisions of a Particular Series

The prospectus supplement applicable to each issuance of notes will specify, among other things:

- the title and any limitation on aggregate principal amount of the notes;
- the original issue date of the notes;
- the date or dates on which the principal of any of the notes is payable;
- the fixed or variable interest rate or rates, or method of calculation of such rate or rates, for the notes, and the date from which interest will accrue;
- the terms, if any, regarding the optional or mandatory redemption of any notes, including the redemption date or dates, if any, and the price or prices applicable to such redemption;
- whether the notes are to be issued in whole or in part in the form of one of more global securities and, if so, the identity of the depositary for such global security or global securities;
- the denominations in which such notes will be issuable;
- the maximum annual interest rate, if any, of the notes;
- the period or periods within which, the price or prices at which and the terms and conditions upon which any notes may be repaid, in whole or in part, at the option of the holder thereof;
- the place or places where the principal of, and premium, if any, and interest on, the notes shall be payable;
- any addition, deletion or modification to the events of default applicable to that series of notes and the covenants for the benefit of the holders of that series;
- our obligation, if any, to redeem, purchase, or repay the notes, including, but not limited to, pursuant to any sinking fund or analogous provision or at the option of a holder thereof and the period or periods within which, the price or prices at which, and the terms and conditions upon which the notes shall be redeemed, purchased, or repaid pursuant to such obligation;
- any remarketing features of the notes;
- any collateral, security, assurance, or guarantee for the note;
- if other than the principal amount thereof, the portion of the principal amount of the notes payable upon declaration of acceleration of the maturity of the notes;
- the securities exchange(s), if any, on which the notes will be listed;
- any interest deferral or extension provisions;
- the terms of any warrants we may issue to purchase notes;
- the right, if any, for us to extend the interest payment periods of the notes, including the maximum duration of any extension and additional interest payable upon exercise of such right; and
- any other terms of the notes not inconsistent with the provisions of the Indenture.

Registration, Transfer and Exchange

Unless otherwise indicated in the applicable prospectus supplement, each series of notes will initially be issued in the form of one or more global securities, in registered form, without coupons, as described under “Book-Entry System.” The global securities will be registered in the name of a depository, or its nominee, and deposited with, or on behalf of, the depository. Except in the circumstances described under “Book-Entry System,” owners of beneficial interests in a global security will not be entitled to have notes registered in their names, will not receive or be entitled to receive physical delivery of any notes and will not be considered the registered holders thereof under the Indenture.

Notes of any series will be exchangeable for other notes of the same series of any authorized denominations and of a like aggregate principal amount and tenor. Subject to the terms of the Indenture and the limitations applicable to global securities, notes may be presented for exchange or registration of transfer—duly endorsed or accompanied by a duly executed instrument of transfer—at the office of any transfer agent we may designate for such purpose, without service charge but upon payment of any taxes and other governmental charges, and upon satisfaction of such other reasonable requirements as are described in the Indenture.

Unless otherwise indicated in the applicable prospectus supplement, the transfer agent will be the trustee under the Indenture. We may at any time designate additional transfer agents or rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, except that we will be required to maintain a transfer agent in each place of payment for the notes of each series.

Payment and Paying Agents

Principal of, and premium, if any, and interest on, notes issued in the form of global securities will be paid in the manner described under “Book-Entry System” or as otherwise set forth in the applicable prospectus supplement.

Unless otherwise indicated in the applicable prospectus supplement, the principal of and any premium and interest on notes of a particular series in the form of certificated securities will be payable at the office of the trustee or at the authorized office of any paying agent or paying agents upon presentation and surrender of such notes. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, except that we will be required to maintain a paying agent in each place of payment for the notes of a particular series. Unless otherwise indicated in the applicable prospectus supplement, interest on the notes of a particular series, other than interest at maturity, that are in the form of certificated securities will be paid by check payable in clearinghouse funds mailed to the person entitled thereto at such person’s address as it appears on the register for such notes maintained by the trustee.

All monies we pay to the trustee or a paying agent for the payment of the principal of, and premium or interest, if any, on, any note which remain unclaimed at the end of two years after such principal, premium or interest shall have become due and payable will be repaid to us, and the holder of such note thereafter may look only to us for payment thereof. However, any such payment shall be subject to escheat pursuant to state abandoned property laws.

Redemption

Any terms for the optional or mandatory redemption of the notes will be set forth in the applicable prospectus supplement. Unless otherwise indicated in the applicable prospectus supplement, notes will be redeemable by us only upon notice by mail not less than 30 nor more than 60 days prior to the date fixed for redemption, and, if less than all the notes of a series are to be redeemed, the particular notes to be redeemed will be selected by such method as shall be provided for any particular series, or in the absence of any such provision, by the trustee in such manner as it shall deem fair and appropriate.

Any notice of redemption at our option may state that such redemption will be conditional upon receipt by the trustee or the paying agent or agents, on or prior to the date fixed for such redemption, of money sufficient to pay the principal of and premium, if any, and interest on such notes and that if such money has not been so received, such notice will be of no force and effect and we will not be required to redeem such notes.

Consolidation, Merger and Sale or Disposition of Assets

We may not, without the consent of the holders of any notes, consolidate with or merge into any other corporation or sell, transfer, lease or otherwise dispose of our properties as or substantially as an entirety to any person, unless:

- the successor or transferee corporation or the person which receives such properties pursuant to such sale, transfer, lease or other disposition is a corporation organized and existing under the laws of the United States of America, any state thereof or the District of Columbia;
- the successor or transferee corporation or the person which receives such properties pursuant to such sale, transfer, lease or other disposition assumes by supplemental indenture, in a form reasonably satisfactory to the trustee, the due and punctual payment of the principal of and premium and interest, if any, on all the notes outstanding under the Indenture and the performance of every covenant of the Indenture to be performed or observed by us;
- we have delivered to the trustees for such notes an officer's certificate and an opinion of counsel, each stating that the transaction complies with the Indenture and the applicable conditions precedent; and
- immediately after giving effect to the transaction, no Event of Default (see "—Events of Default") or event that, after notice or lapse of time, or both, would become an Event of Default, shall have occurred and be continuing.

Upon any such consolidation, merger, sale, transfer, lease or other disposition of our properties as or substantially as an entirety, the successor corporation formed by such consolidation or into which we are merged or the person to whom such sale, transfer, lease or other disposition is made, shall succeed to, and be substituted for, and may exercise every right and power of, us under the Indenture with the same effect as if such successor corporation or person had been named as us therein, and we will be released from all obligations under the Indenture.

Modification

Without the consent of any holder of notes, the trustee for such notes and we may enter into one or more supplemental indentures for any of the following purposes:

- to supply omissions, cure any ambiguity or inconsistency or correct defects, which actions, in each case, are not prejudicial to the interests of the holders of notes of any series in any material respect;
- to change or eliminate any provision of the Indenture, provided that any such change or elimination will become effective with respect to such series only when there is no note of such series outstanding created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision, or such change or elimination is applicable only to notes of such series issued after the effective date of such change or elimination;
- to establish the form or terms of notes of any series as permitted by the Indenture;
- to evidence the succession of another corporation to us, and the assumption of our covenants in the Indenture and the notes by any permitted successor;
- to grant to or confer upon the trustee for any notes, for the benefit of the holders of such notes, any additional rights, remedies, powers or authority;

- to permit the trustee for any notes to comply with any duties imposed upon it by law;
- to specify further the duties and responsibilities of, and to define further the relationship among, the trustee for any notes, any authenticating agent and any paying agent, and to evidence the succession of a successor trustee as permitted under the Indenture;
- to add to our covenants for the benefit of the holders of all or any series of outstanding notes, to add to the security of all notes, to surrender any right or power conferred upon us by the Indenture or to add any additional events of default with respect to all or any series of outstanding notes; and
- to make any other change that is not prejudicial to the holders of any notes.

Except as provided above, and except as otherwise provided in the applicable prospectus supplement, the consent of the holders of a majority in aggregate principal amount of the notes of all series then outstanding, considered as one class, is required for the purpose of adding any provisions to, or changing in any manner, or eliminating any of the provisions of, the Indenture pursuant to one or more supplemental indentures or of modifying or waiving in any manner the rights of the holders of the notes; provided, however, that if less than all of the series of notes outstanding are directly affected by a proposed supplemental indenture, then the consent only of the holders of a majority in aggregate principal amount of the outstanding applicable notes of all series so directly affected, considered as one class, will be required.

Notwithstanding the foregoing, no such amendment or modification may, without the consent of each holder of outstanding notes affected thereby:

- change the maturity date of the principal of any note;
- reduce the rate of interest or change the method of calculating such rate, or extend the time of payment of interest, on any note;
- reduce the principal amount of, or premium payable on, any note;
- change the coin or currency of any payment of principal of, or any premium or interest on, any note;
- change the date on which any note may be redeemed;
- adversely affect the rights of a holder to institute suit for the enforcement of any payment of principal of or any premium or interest on any note; or
- modify the foregoing requirements or reduce the percentage of outstanding notes necessary to modify or amend the Indenture or to waive any past default.

A supplemental indenture which changes or eliminates any covenant or other provision of the Indenture which has expressly been included solely for the benefit of one or more series of notes, or which modifies the rights of the holders of notes of such series with respect to such covenant or provision, will be deemed not to affect the rights under the Indenture of the holders of the notes of any other series.

Events of Default

Unless specifically deleted in a supplemental indenture or Board of Directors resolution under which a series of notes is issued, or modified in any such supplemental indenture or resolution, each of the following will constitute an event of default under the Indenture with respect to notes of any series:

- failure to pay interest on the notes of such series within 30 days after the same becomes due and payable;
- failure to pay principal of or premium, if any, on any note of such series, as the case may be, within one day after the same becomes due and payable;

- failure to perform or breach of any of our other covenants or warranties in the Indenture (other than a covenant or warranty solely for the benefit of one or more series of notes other than such series) for 60 days after written notice to us by the trustee or to us and the trustee by the holders of at least 33% in aggregate principal amount of the outstanding applicable notes of such series;
- certain events of bankruptcy, insolvency, reorganization, assignment or receivership; or
- any other event of default specified in the applicable prospectus supplement with respect to notes of a particular series.

Additional events of default with respect to a particular series of notes may be specified in a supplemental indenture or resolution of the Board of Directors establishing that series.

No event of default with respect to the notes of a particular series necessarily constitutes an event of default with respect to the notes of any other series issued under the Indenture.

If an event of default with respect to any series of notes occurs and is continuing, then either the trustee for such series or the holders of a majority in aggregate principal amount of the outstanding notes of such series, by notice in writing, may declare the principal amount of and interest on all of the notes of such series to be due and payable immediately; provided, however, that if an event of default occurs and is continuing with respect to more than one series of notes under the Indenture, the trustee for such series or the holders of a majority in aggregate principal amount of the outstanding notes of all such series, considered as one class, may make such declaration of acceleration and not the holders of the notes of any one of such series.

At any time after an acceleration with respect to the notes of any series has been declared, but before a judgment or decree for the payment of the money due has been obtained, the event or events of default giving rise to such acceleration will be waived, and the acceleration will be rescinded and annulled, if:

- we pay or deposit with the trustee for such series a sum sufficient to pay all matured installments of interest on all notes of such series, the principal of and premium, if any, on the notes of such series which have become due otherwise than by acceleration and interest thereon at the rate or rates specified in such notes, interest upon overdue installments of interest at the rate or rates specified in such notes, to the extent that payment of such interest is lawful, and all amounts due to the trustee for such series under the Indenture; and
- any other event or events of default with respect to the notes of such series, other than the nonpayment of the principal of and accrued interest on the notes of such series which has become due solely by such acceleration, have been cured or waived as provided in the Indenture.

However, no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or impair any related right.

Subject to the provisions of the Indenture relating to the duties of the trustee in case an event of default shall occur and be continuing, the trustee generally will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders unless such holders have offered to the trustee reasonable security or indemnity satisfactory to it. Subject to such provisions for the indemnification of the trustee and certain other limitations contained in the Indenture, the holders of a majority in aggregate principal amount of the outstanding notes of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or of exercising any trust or power conferred on the trustee, with respect to the notes of that series; provided, however, that if an event of default occurs and is continuing with respect to more than one series of notes, the holders of a majority in aggregate principal amount of the outstanding notes of all those series, considered as one class, will have the right to make such direction, and not the holders of the notes of any one series. Any direction provided by the holders shall not be in conflict with any rule of law or with the Indenture and will not involve the trustee in personal liability in circumstances

where reasonable indemnity would not, in the trustee's sole discretion, be adequate and the trustee may take any other action it deems proper that is not inconsistent with such direction.

The holders of a majority in aggregate principal amount of the outstanding notes of any series may waive any past default or event of default under the Indenture on behalf of all holders of notes of that series with respect to the notes of that series, except a default in the payment of principal of or any premium or interest on such notes. No holder of notes of any series may institute any proceeding with respect to the Indenture, or for the appointment of a receiver or a trustee, or for any other remedy, unless such holder has previously given to the trustee for such series written notice of a continuing event of default with respect to the notes of such series, the holders of a majority in aggregate principal amount of the outstanding notes of all series in respect of which an event of default has occurred and is continuing, considered as one class, have made written request to the trustee for such series to institute such proceeding and have offered such reasonable indemnity as the trustee may require, and the trustee for such series has failed to institute such proceeding within 60 days after such notice, request and offer. Furthermore, no holder of notes of any series will be entitled to institute any such action if and to the extent that such action would disturb or prejudice the rights of other holders of those notes.

Notwithstanding the foregoing, each holder of notes of any series has the right, which is absolute and unconditional, to receive payment of the principal of, and premium, if any, and interest on, such notes when due and to institute suit for the enforcement of any such payment, and such rights may not be impaired without the consent of that holder of notes.

The trustee, within 90 days after it receives notice of the occurrence of a default with respect to the notes of any series, is required to give the holders of the notes of that series notice of such default, unless cured or waived, but, except in the case of default in the payment of principal of, or premium, if any, or interest on, the notes of that series, the trustee may withhold such notice if it determines in good faith that it is in the interest of such holders to do so. We will be required to deliver to the trustee for the notes each year a certificate as to whether or not, to the knowledge of the officers signing such certificate, we are in compliance with all conditions and covenants under the Indenture, determined without regard to any period of grace or requirement of notice under the Indenture.

Defeasance

Unless the applicable prospectus supplement states otherwise, we may elect either:

- (1) to defease and be discharged from any and all obligations in respect of the notes of any series then outstanding under the Indenture (except for certain obligations to register the transfer or exchange of the notes of such series, replace stolen, lost or mutilated notes, maintain paying agencies and hold monies for payment in trust); or
- (2) to be released from the obligations of the Indenture with respect to the notes of any series under any covenants applicable to the notes of such series which are subject to covenant defeasance as described in the Indenture, supplemental indenture or other instrument establishing such series.

In the case of either (1) or (2), the following conditions, among others, must be met:

- we will be required to deposit, in trust, with the trustee money or U.S. government obligations, which through the payment of interest on those obligations and principal of those obligations in accordance with their terms will provide money, in an amount sufficient (in the opinion of a nationally recognized firm of independent accountants, certified to the trustee in writing), without reinvestment, to pay all the principal of, and premium, if any, and interest on, the notes of such series on the dates payments are due (which may include one or more redemption dates designated by us),
- no event of default or event which with the giving of notice or lapse of time, or both, would become an event of default under the Indenture must have occurred and be continuing on the date of the deposit,

and 91 days must have passed after the deposit has been made and, during that period, certain events of default must not have occurred and be continuing as of the end of that period,

- the deposit must not cause the trustee to have any conflicting interest with respect to our other securities,
- we must have delivered an opinion of counsel to the effect that the holders will not recognize income, gain or loss for federal income tax purposes (and, in the case of paragraph (1) above, such opinion of counsel must be based on a ruling of the Internal Revenue Service or other change in applicable federal income tax law) as a result of the deposit or defeasance and will be subject to federal income tax in the same amounts, in the same manner and at the same times as if the deposit and defeasance had not occurred, and
- we must have delivered an officer's certificate and an opinion of counsel to the trustee as provided in the Indenture.

We may exercise our defeasance option under paragraph (1) above with respect to notes of any series notwithstanding our prior exercise of our covenant defeasance option under paragraph (2) above. If we exercise our defeasance option under paragraph (1) above for notes of any series, payment of the notes of such series may not be accelerated because of a subsequent event of default. If we exercise our covenant defeasance option for notes of any series, payment of the notes of such series may not be accelerated by reference to a subsequent breach of any of the covenants noted under paragraph (2) above. In the event we fail to comply with our remaining obligations with respect to the notes of any series under the Indenture after exercising our covenant defeasance option and the notes of such series are declared due and payable because of the subsequent occurrence of any event of default, the amount of money and U.S. government obligations on deposit with the trustee may be insufficient to pay amounts due on the notes of such series at the time of the acceleration resulting from that event of default. However, we will remain liable for those payments.

Resignation or Removal of Trustee

The trustee may resign at any time upon written notice to us specifying the day upon which the resignation is to take effect and such resignation will take effect immediately upon the later of the appointment of a successor trustee and such specified day. The trustee may be removed at any time with respect to notes of any series by an instrument or concurrent instruments in writing filed with the trustee and signed by the holders, or their attorneys-in-fact, of a majority in aggregate principal amount of that series of notes then outstanding. In addition, so long as no event of default or event which, with the giving of notice or lapse of time or both, would become an event of default has occurred and is continuing, we may remove the trustee upon notice to the holder of each note outstanding and the trustee, and appoint a successor trustee.

Concerning the Trustee

We and our affiliates maintain corporate trust and other banking relationships with The Bank of New York Mellon Trust Company, N.A. and its affiliates.

Governing Law

The Indenture is, and the related notes will be, governed by New York law.

DESCRIPTION OF GENERAL MORTGAGE BONDS

We will issue each series of general mortgage bonds under the General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986, as supplemented from time to time, executed by the Company to UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee. We refer in this prospectus to the general mortgage bonds as the “mortgage bonds,” to the mortgage as the “Mortgage Indenture” and to UMB Bank, N.A. as the “Mortgage Trustee.”

We have summarized selected provisions of the Mortgage Indenture below. However, the following statements are an outline only, do not purport to be complete, and are qualified in their entirety by reference to the Mortgage Indenture, which is incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. Certain of the terms used below are used in this prospectus with the meanings ascribed to such terms by the Mortgage Indenture.

The following sets forth certain general terms and provisions of the mortgage bonds. The particular terms of the series of mortgage bonds offered by any prospectus supplement will be described in that prospectus supplement. Any terms of the mortgage bonds that are not summarized herein will be described in the applicable prospectus supplement.

Security and Priority

The Company’s principal plants and properties, insofar as they constitute real estate, are owned; certain other facilities of the Company are located on premises held by the Company under leases, permits or easements; and the Company’s electric transmission and distribution lines and systems (which constitute a substantial portion of the Company’s investment in physical property) are for the most part located over or under highways, streets, other public places or property owned by others for which permits, grants, easements, licenses or franchises (deemed satisfactory but without examination of underlying land titles) have been obtained.

The Mortgage Indenture constitutes a mortgage lien upon substantially all of the fixed property and franchises of the Company (except property that has been, or may in the future be, released from the lien of the Mortgage Indenture, as described below), consisting principally of electric generating plants, electric transmission and distribution lines and systems, and buildings, subject to encumbrances permitted under the Mortgage Indenture. (*Mortgage Indenture Section 1.03(ff).*) The Mortgage Indenture subjects to the lien thereof property, of the character initially mortgaged, which is acquired by the Company subsequent to December 1, 1986. Such after-acquired property may be subject to prior liens which secure debt outstanding at the time of such acquisition in an amount not in excess of 75% of the cost or fair value, whichever is less, of such after-acquired property at such time. (*Mortgage Indenture Section 1.03(ff)(xv).*)

The property excepted from the lien of the Mortgage Indenture consists principally of: cash and securities (unless deposited with the Mortgage Trustee); accounts receivable; contracts and operating agreements not pledged or required to be pledged with the Mortgage Trustee; equipment, spare parts, tools, materials, supplies and fuel held for sale or lease in the ordinary course of business or for use or consumption in, or the operation of, any properties of, or for the benefit of, the Company, or held in advance of use thereof for maintenance or fixed capital purposes; electricity, gas, steam, water, ice and other materials, products or services for sale, distribution or use; vehicles; leasehold interests and leasehold improvements; minerals and mineral rights; nuclear fuel, cores and materials; communications equipment, computers and office furniture; and other real and personal property which is not an integral part of the electric and any steam generating, transmission and distribution operations of the Company. (*Mortgage Indenture Section 1.03(s).*)

The mortgage bonds will rank equally and ratably (except as to sinking funds and other analogous funds established for the exclusive benefit of a particular series) with all mortgage bonds, regardless of series, from time to time issued and outstanding under the Mortgage Indenture.

The Mortgage Indenture provides that the Mortgage Trustee shall have a lien on the mortgaged property, prior to the mortgage bonds, for the payment of its reasonable compensation and expenses and for indemnity against certain liabilities. (*Mortgage Indenture Section 14.09.*)

Issuance of Additional Mortgage Bonds. The maximum principal amount of mortgage bonds which may be issued under the Mortgage Indenture is not limited. Mortgage bonds of any series may be issued from time to time in principal amounts:

- not exceeding 75% of the amount of unbonded “bondable property;”
- equal to the principal amount of mortgage bonds and “prior lien bonds” which have been retired or purchased or acquired by the Company since the date of the Mortgage Indenture or are then being retired or purchased or acquired by the Company, and which have not theretofore been bonded; or
- equal to the amount of cash deposited with the Mortgage Trustee for such purpose.

(*Mortgage Indenture Articles III, IV, V and VI.*)

“Bondable property” includes: the Company’s electric and any steam generating, transmission and distribution properties; construction work in progress; property in the process of purchase to which the Company has legal title; fractional and undivided interests of the Company in certain property owned jointly or in common with other persons; engineering, financial, economic, environmental, geological and legal or other surveys, data processing equipment and software associated with the acquisition or construction of property; paving, grading and other improvements to property owned by others but used by the Company; and certain property owned by the Company located on property owned by others, including governments. (*Mortgage Indenture Section 1.03(h).*)

“Prior lien bonds” means any indebtedness secured by liens either (i) existing both at and immediately prior to the acquisition of the property by the Company, or (ii) created as purchase money mortgages at the time the Company acquires the property, and in each case ranking prior to, or on a parity with, the lien of the Mortgage Indenture. (*Mortgage Indenture Sections 1.03(hh) and 1.03(ii).*)

The amount of bondable property is the lesser of its cost or fair value determined in accordance with generally accepted accounting principles in effect at December 1, 1986 or, at the option of the Company, at the date of their determination, minus 133 1/3% of the principal amount of all prior lien bonds which are (a) outstanding and secured by a prior lien on bondable property owned by the Company at December 1, 1986, and (b) outstanding and secured by a prior lien, other than due solely to an after-acquired property clause, on bondable property at the date of its acquisition by the Company after such date. (*Mortgage Indenture Section 1.03(h).*) In determining generally accepted accounting principles, the Company may conform to accounting orders from any governmental regulatory commission. (*Mortgage Indenture Section 1.03(u).*)

Withdrawal of Certain Cash

Cash deposited with the Mortgage Trustee as a basis for the issue of additional mortgage bonds may be withdrawn by the Company in the amount of 75% of the lesser of the cost or fair value of unbonded bondable property that is bonded, after deducting 133 1/3% of the principal amount of all prior lien bonds which are (a) outstanding and secured by a prior lien on such bondable property owned by the Company at December 1, 1986, and (b) outstanding and secured by a prior lien, other than due solely to an after-acquired property clause, on bondable property at the date of its acquisition by the Company after such date.

Any other cash deposited with the Mortgage Trustee may be withdrawn by the Company in the amount of:

- 100% of the lesser of the cost or fair value of unbonded bondable property that is bonded, after deducting 133 1/3% of the principal amount of all prior lien bonds which are (a) outstanding and

secured by a prior lien on such bondable property owned by the Company at December 1, 1986, and (b) outstanding and secured by a prior lien, other than due solely to an after-acquired property clause, on bondable property at the date of its acquisition by the Company after such date; or

- the principal amount of mortgage bonds and prior lien bonds which have been retired or purchased or acquired by the Company since the date of the Mortgage Indenture or are then being retired or purchased or acquired by the Company, and which have not theretofore been bonded.

(Mortgage Indenture Article XI.)

Release and Substitution of Property

Mortgaged property may be released from the lien of the Mortgage Indenture:

- if after such release the fair value of the remaining mortgaged property equals or exceeds a sum equal to 133 1/3% of the aggregate principal amount of outstanding mortgage bonds and prior lien bonds outstanding; or
- if, with some limitations, the fair value of the mortgaged property to be released is less than 1/2 of 1% of the aggregate principal amount of mortgage bonds and prior lien bonds outstanding, provided that the aggregate fair value of mortgaged property released in this manner in any period of 12 consecutive calendar months shall not exceed 1% of the aggregate principal amount of the outstanding mortgage bonds and prior lien bonds outstanding; or
- on the basis of (a) the deposit of cash, governmental obligations or purchase money obligations, (b) bondable property to be acquired by the Company with the proceeds of, or otherwise in connection with, such release, or (c) a waiver of the right to issue mortgage bonds on the basis of mortgage bonds or prior lien bonds which have been retired or purchased or acquired by the Company after December 1, 1986, and have not theretofore been bonded.

(Mortgage Indenture Article X.)

Events of Default

The Mortgage Indenture provides generally that a default occurs upon:

- failure for 90 days to pay interest when due on any mortgage bonds;
- failure to pay when due the principal of, and premium, if any, on any mortgage bonds issued under the Mortgage Indenture or the principal of, or premium, if any, or interest on, any outstanding prior lien bonds, beyond any specified grace period;
- failure to perform or observe for 90 days after notice of such failure any other of the covenants or conditions of the Company in the Mortgage Indenture, any applicable supplemental indenture, or any of the mortgage bonds issued under the Mortgage Indenture or any applicable supplemental indenture; and
- the occurrence of insolvency, bankruptcy, receivership or similar events.

In case of default, the Mortgage Trustee or the holders of a majority in principal amount of the outstanding mortgage bonds may declare the principal of and interest on all mortgage bonds to be immediately due and payable, but the holders of a majority in principal amount of the outstanding mortgage bonds may rescind such declaration if such default has been cured. *(Mortgage Indenture Sections 12.02 and 12.04.)*

The Company is required to file with the Mortgage Trustee such information, documents and reports with respect to compliance by the Company with the conditions and covenants of the Mortgage Indenture as may be required by the rules and regulations of the SEC. *(Mortgage Indenture Section 17.02.)* The Company is not required to furnish any statement as to the absence of any default.

Modification of the Mortgage Indenture

In general, modifications or alterations of the Mortgage Indenture and any applicable supplemental indenture and of the rights or obligations of the Company and of the bondholders, as well as waivers of compliance with the Mortgage Indenture (including any applicable supplemental indenture) may be made, with the consent of the holders of a majority in principal amount of the outstanding mortgage bonds affected by the proposed action, if approved by the Company. Provisions relating to such modifications or alterations and waivers of compliance are subject to certain restrictions designed to safeguard the positions of the bondholders and the Mortgage Trustee with respect to certain matters of basic importance, including payment of principal of and interest and premium (if any) on mortgage bonds and creation of liens ranking prior to or on a parity with the lien of the Mortgage Indenture as to any mortgaged property. (Mortgage Indenture Section 12.24 and Article XV.)

Concerning the Mortgage Trustee

We and our affiliates maintain corporate trust and other banking relationships with UMB Bank, N.A. and its affiliates.

BOOK-ENTRY SYSTEM

Unless otherwise indicated in the applicable prospectus supplement, each series of notes or general mortgage bonds will initially be issued in the form of one or more global securities, in registered form, without coupons. The global securities will be deposited with, or on behalf of, the depository, and registered in the name of the depository or a nominee of the depository. Unless otherwise indicated in the applicable prospectus supplement, the depository for any global securities will be The Depository Trust Company, or DTC.

So long as the depository, or its nominee, is the registered owner of a global security, such depository or such nominee, as the case may be, will be considered the owner of such global security for all purposes under the applicable indenture, including for any notices and voting. Except in limited circumstances, the owners of beneficial interests in a global security will not be entitled to have securities registered in their names, will not receive or be entitled to receive physical delivery of any such securities and will not be considered the registered holder thereof under the applicable indenture. Accordingly, each person holding a beneficial interest in a global security must rely on the procedures of the depository and, if such person is not a direct participant, on procedures of the direct participant through which such person holds its interest, to exercise any of the rights of a registered owner of such security.

Except as otherwise provided in any applicable prospectus supplement, global securities may be exchanged in whole for certificated securities only if the depository notifies us that it is unwilling or unable to continue as depository for the global securities or the depository has ceased to be a clearing agency registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and, in either case, we thereupon fail to appoint a successor depository within 90 days. We may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository), subject to DTC’s or such successor’s procedures, as the case may be.

In any such case, we have agreed to notify the applicable trustee in writing that, upon surrender by the direct participants and indirect participants of their interest in such global securities, certificated securities representing the applicable securities will be issued to each person that such direct participants and indirect participants and the depository identify as being the beneficial owner of such securities.

The following is based solely on information furnished by DTC:

DTC will act as depository for the global securities. The global securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered global security certificate will be issued for each issue of the global securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue of a series of debt securities exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such series. DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for securities that its direct participants deposit with DTC. DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between direct participants’ accounts. This eliminates the need for physical movement of securities certificates.

Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing

Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly, which are referred to as indirect participants and, together with the direct participants, the participants. The DTC rules applicable to its participants are on file with the SEC. More information about DTC can be found at www.dtcc.com. The contents of such website do not constitute part of this prospectus.

Purchases of global securities under the DTC system must be made by or through direct participants, who will receive a credit for the global securities on DTC's records. The ownership interest of each actual purchaser of each global security, or beneficial owner, is in turn to be recorded on the direct and indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners, however, are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the global securities are to be accomplished by entries made on the books of direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the global securities, except in the event that use of the book-entry system for the global securities is discontinued.

To facilitate subsequent transfers, all global securities deposited by direct participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of global securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the global securities; DTC's records reflect only the identity of the direct participants to whose accounts such global securities are credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners of global securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the global securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, beneficial owners of global securities may wish to ascertain that the nominee holding the global securities for their benefit has agreed to obtain and transmit notices to beneficial owners. In the alternative, beneficial owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

If the global securities are redeemable, redemption notices shall be sent to DTC. If less than all of the global securities are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the global securities unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the global securities are credited on the record date, identified in a listing attached to the omnibus proxy.

Principal, interest and premium payments, if any, on the global securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from us or the trustee for such securities, on the payable date in accordance with their respective holdings shown on DTC's

records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such participant and not of DTC, the trustee for such securities, or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on any of the aforementioned securities represented by global securities to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the appropriate trustee and us. Disbursement of such payments to direct participants shall be the responsibility of DTC, and disbursement of such payments to the beneficial owners shall be the responsibility of the participants.

DTC may discontinue providing its services as depository with respect to the global securities at any time by giving reasonable notice to us or the applicable trustee. Under such circumstances, in the event that a successor depository is not obtained, securities certificates will be required to be printed and delivered to the holders of record. Additionally, we may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) with respect to the global securities.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources, including DTC, that we believe to be reliable, but we take no responsibility for the accuracy thereof.

The underwriters, dealers or agents of any of the securities may be direct participants of DTC.

None of the trustees, us or any agent for payment on or registration of transfer or exchange of any global security will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in such global security or for maintaining, supervising or reviewing any records relating to such beneficial interests.

PLAN OF DISTRIBUTION

We may sell the securities in one or more of the following ways from time to time: (i) to underwriters for resale to the public or to institutional investors; (ii) directly to institutional investors; or (iii) through dealers or agents to the public or to institutional investors. The prospectus supplement with respect to each series of securities will set forth the specific terms of the offering of such securities, including the name or names of any underwriters, dealers or agents, the purchase price of such securities, and the proceeds to us from such sale, any underwriting discounts or agency fees and other items constituting underwriters', dealers' or agents' compensation, any initial public offering price, any discounts or concessions allowed or reallocated or paid to dealers and any securities exchange on which such securities may be listed.

If underwriters participate in the sale, such securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The securities may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more of those firms. The specific managing underwriter or underwriters, if any, will be named in the prospectus supplement relating to the particular securities together with the members of the underwriting syndicate, if any.

Unless otherwise set forth in the applicable prospectus supplement, the obligations of the underwriters to purchase any series of securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all of such securities being offered, if any are purchased.

We may sell the securities directly or through agents we designate from time to time. The applicable prospectus supplement will set forth the name of any agent involved in the offer or sale of the securities in respect of which such prospectus supplement is delivered and any commissions payable by us to such agent. Unless otherwise indicated in the applicable prospectus supplement, any agent will be acting on a best efforts basis for the period of its appointment.

Underwriters and agents may be entitled under agreements entered into with us to indemnification against certain civil liabilities, including liabilities under the Securities Act of 1933, as amended. Underwriters and agents may engage in transactions with, or perform services for, us in the ordinary course of business.

Each series of securities will be a new issue of securities and will have no established trading market. Any underwriters to whom securities are sold for public offering and sale may make a market in such securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. The securities may or may not be listed on a national securities exchange.

LEGAL MATTERS

Legal matters with respect to the securities offered under this prospectus will be passed upon for us by Heather A. Humphrey, Senior Vice President, General Counsel and Corporate Secretary of the Company and Hunton Andrews Kurth LLP. Pillsbury Winthrop Shaw Pittman LLP will pass on certain matters for the underwriters, dealers, purchasers, or agents. From time to time, Pillsbury Winthrop Shaw Pittman LLP acts as counsel for us and our affiliates for various matters. As of the date of this prospectus, Ms. Humphrey owned beneficially a number of shares of common stock of Evergy, Inc., including restricted stock, and performance shares which may be paid in shares of common stock at a later date based on Evergy, Inc.'s performance, which represented less than 0.1% of the total outstanding common stock of Evergy, Inc.

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus by reference from the Annual Report on Form 10-K of Kansas City Power & Light Company, and the effectiveness of Kansas City Power & Light Company and subsidiaries' internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the SEC through the SEC's Electronic Data Gathering, Analysis and Retrieval system and these filings are publicly available through the SEC's website (<http://www.sec.gov>).

The SEC allows us to “incorporate by reference” into this prospectus the information we file with it. This means that we can disclose important information to you by referring you to the documents containing the information. The information we incorporate by reference is considered to be included in and an important part of this prospectus and should be read with the same care. Information that we file later with the SEC that is incorporated by reference into this prospectus will automatically update and supersede this information. We are incorporating by reference into this prospectus the following documents that we have filed with the SEC and any subsequent filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act until the offering of the securities described in this prospectus is completed (except to the extent that any information contained in such filings is deemed “furnished” and not “filed” pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K and corresponding exhibits thereto or other applicable SEC rules):

- Our Annual Report on Form 10-K for the year ended December 31, 2017, as filed with the SEC on February 21, 2018⁽¹⁾;
- Our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2018 and June 30, 2018, as filed with the SEC on May 2, 2018 and August 8, 2018, respectively; and
- Our Current Reports on Form 8-K, as filed with the SEC on January 12, 2018, February 20, 2018, March 1, 2018, March 8, 2018, May 25, 2018, June 4, 2018 and September 18, 2018.

We and our parent company, Evergy and a wholly-owned subsidiary of Evergy, separately filed the combined Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018. However, the information contained in the combined report relating solely to our parent and its subsidiaries (other than KCP&L and its consolidated subsidiaries), including KCP&L Greater Missouri Operations Company, was separately filed by Evergy, Inc. on its behalf, and the information contained in the combined report relating solely to KCP&L and its consolidated subsidiaries was separately filed by us. We do not intend to incorporate by reference into this prospectus the information relating to Evergy and its subsidiaries (other than KCP&L and its consolidated subsidiaries or the information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Evergy and its subsidiaries (other than KCP&L and its consolidated subsidiaries) contained in such combined reports. The only information you should rely upon in determining whether to invest in the securities offered hereby is the information of KCP&L and its consolidated subsidiaries contained in this prospectus and any prospectus supplement, the information separately provided by KCP&L and its consolidated subsidiaries in the documents incorporated by reference herein and therein and any free writing prospectus used in connection with the offering of securities described in this prospectus.

Our website is www.kcpl.com. Information contained on our website is not incorporated herein. We make available, free of charge, on or through the Investor Relations tab on our website, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports, filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. In addition, we make available on or through our website all other reports, notifications and certifications filed electronically with the SEC. You may obtain a

⁽¹⁾ KCP&L retrospectively adopted Accounting Standards Update (ASU) 2017-07, Compensation—Retirement Benefits, effective on January 1, 2018, which requires issuers to separate the service cost component from the other components of net periodic benefit cost. In 2017, 2016 and 2015, the adjustment for the other components of net periodic benefit costs from operating expenses to other income (expense) would be \$42.5 million, \$37.2 million and \$35.7 million, respectively, with no impact to net income during these periods. Periods presented in KCP&L's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 have not been adjusted to reflect the effect of this retrospective change.

free copy of our filings with the SEC by writing or telephoning us at the following address: Kansas City Power & Light Company, 1200 Main Street, Kansas City, Missouri 64105 (Telephone No.: 816-556-2200), Attention: Corporate Secretary, or by contacting us on our website.

\$400,000,000



Kansas City Power & Light Company

4.125% Mortgage Bonds, Series 2019 due 2049

PROSPECTUS SUPPLEMENT

March 18, 2019

Joint Book-Running Managers

BNP PARIBAS BNY Mellon Capital Markets, LLC PNC Capital Markets LLC SunTrust Robinson Humphrey

Co-Managers

UMB Financial Services, Inc.

MFR Securities, Inc.

The Williams Capital Group, L.P.

March 19th, 2019

Susan McGrath
Director, Corporate Finance
KCP&L and Westar, Evergy Companies
1200 Main Street; 28th Floor
P.O. Box 418679
Kansas City, MO 64141

Re: Kansas City Power & Light Company's,
USD 400,000,000 Fixed Rate (4.125%) Senior Secured First Mortgage Bonds Series 2019,
due April 1st, 2049

Dear Madam:

At your request and based on the Final Term Sheet dated March 18th, 2019, which we understand is in final form, Moody's has assigned an **A2 Rating** to the above referenced obligations.

Moody's monitoring of the rating is dependent upon receipt of all relevant information, financial or otherwise, from the issuer or its agents. Failure to submit such information in a timely manner may result in the withdrawal of the rating.

In accordance with our usual policy, assigned ratings are subject to revision or withdrawal by Moody's at any time, without notice, in the sole discretion of Moody's. For the most current rating, please visit www.moodys.com.

Credit ratings issued by Moody's are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility.

Moody's credit ratings are not and do not provide investment advice or recommendations to purchase, sell, or hold particular securities. Moody's issues its credit ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, holding, or sale.

Moody's adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources Moody's considers to be reliable including, when appropriate, independent third-party sources. However, Moody's is not an auditor and cannot in every instance

independently verify or validate information received in the rating process. Under no circumstances shall Moody's have any liability to any person or entity for (a) any loss or damage in whole or in part caused by, resulting from, or relating to, any error (negligent or otherwise) or other circumstance or contingency within or outside the control of Moody's or any of its directors, officers, employees or agents in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any such information, or (b) any direct, indirect, special, consequential, compensatory or incidental damages whatsoever (including without limitation, lost profits), even if Moody's is advised in advance of the possibility of such damages, resulting from the use of or inability to use, any such information.

The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of the rating. Moody's has not consented to and will not consent to being named as an "expert" under the applicable securities laws, including, without limitation, Section 7 of the Securities Act of 1933.

This letter is strictly confidential and you may not disclose it to any other person except: (i) to your legal counsel acting in their capacity as such; (ii) to your other authorized agents, acting in their capacity as such, that have entered into non-disclosure agreements with Moody's in the form provided by Moody's; (iii) as required by the law or regulation; or (iv) with the prior written consent of Moody's, in which case Moody's reserves the right to impose conditions upon such consent such as requiring that you only disclose this letter in its entirety and/or requiring any third party to enter into a non-disclosure agreement with Moody's in the form provided by Moody's.

Yours faithfully,

Moody's Investors Service, Inc.

Moody's Investors Service, Inc.

cc: TC, Rating Desk Services

March 18, 2019

Kansas City Power & Light Co.
1200 Main Street
Kansas City, Missouri 64105

Attention: Lori Wright, VP Corp Planning, IR and Treasurer

Re: USD 400,000,000 4.125% Mortgage Bond due 01 April 2049, Kansas City Power & Light Co. (US485134BS82/485134BS8)

Dear Ms. Wright:

Pursuant to your request for a rating on the above-referenced securities, S&P Global Ratings has assigned an issue credit rating of “A”, and a recovery rating of “1+”.

This letter constitutes S&P Global Ratings’ permission for you to disseminate the above-assigned rating to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we’ve released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings’ intellectual property for which a fee is charged. To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P Global Ratings may choose to acknowledge such a rating and denote such acknowledgement on www.standardandpoors.com with an alphabetic or other identifier affixed to such rating or by other means.

To maintain the rating, S&P Global Ratings must receive all information as indicated in the applicable Terms and Conditions. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: william.hernandez@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website, please send hard copies to: S&P Global Ratings, 55 Water Street, New York, New York 10041-0003, Attention: William Hernandez.

The rating is subject to the Terms and Conditions attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

In accordance with the Terms and Conditions, S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a withdrawal of a credit rating or termination of the Engagement Letter.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

A handwritten signature in dark ink that reads "S & P Global Ratings". The signature is written in a cursive, flowing style.

S&P Global Ratings, acting through
Standard & Poor's Financial Services LLC

Analytical Contact
William Hernandez
+ 1 (214) 765-5877



S&P Global Ratings Terms and Conditions Applicable To Credit Ratings

You understand and agree that:

General. The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. S&P Global Ratings owns and hereby reserves all right, title and interest in and to (i) the credit ratings, analytical reports and other views, opinions, data and information provided hereunder and (ii) its trademarks and service marks.

All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of this Agreement.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate the credit rating provided hereunder and any analytical reports, including the rationale for the credit rating, unless you specifically request in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of you or at your request. Notwithstanding anything to the contrary herein, S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and nothing in this Agreement shall be construed as limiting S&P Global Ratings' ability to modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate. The provisions of this paragraph are subject to the restrictions on disclosure of Confidential Information set forth in this Agreement.

Information to be Provided by You. For so long as this Agreement is in effect, in connection with the credit rating provided hereunder, you will provide, or cause to be provided, as promptly as practicable, to S&P Global Ratings all information requested by S&P Global Ratings in accordance with its applicable published credit ratings criteria. The credit rating, and the maintenance of the credit rating, may be affected by S&P Global Ratings' opinion of the information received from you or your authorized agents and advisors. Except for "Excluded Information", as defined below, all information provided to S&P Global Ratings by you or your authorized agents and advisors regarding the credit rating or, if applicable, surveillance of the credit rating, will, as of the date such information is provided, contain no untrue statement of material fact nor omit a material fact necessary in order to make such information, in light of the circumstances in which it was

provided, not misleading. Excluded Information means information you cause to be provided by your authorized agents and advisors pursuant to the first sentence of this paragraph with respect to which such agent or advisor has agreed in a writing provided to S&P Global Ratings to make the agreements in this paragraph and to be liable to S&P Global Ratings for breaches of such agreements to the same extent as if you provided the information directly to S&P Global Ratings hereunder. A material breach of the agreements in this paragraph shall constitute a material breach of this Agreement.

Liability Relating to Information to be Provided by You. To the extent permitted by applicable law, you will be liable to S&P Global Ratings and its affiliates for all Losses actually incurred and directly resulting from (x) a material breach of the agreements in the immediately preceding paragraph or (y) a claim that the provision by you or your authorized agents and advisors of information to S&P Global Ratings hereunder infringes or violates the intellectual property rights of a third party. For purposes of this paragraph, “Losses” means losses, damages, liabilities, judgments, costs, charges, expenses and reasonable attorneys’ fees, including any such losses arising from claims asserted by a third party against S&P Global Ratings, in each case as finally determined by a court of competent jurisdiction in a proceeding in which you are a party. Losses do not include amounts resulting from S&P Global Ratings’ gross negligence, intentional wrongdoing or willful misconduct as finally determined by a court of competent jurisdiction in a proceeding in which you are a party.

Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean verbal or written information that you or your authorized agents and advisors have provided to S&P Global Ratings and, in connection with providing such information, have indicated in writing that the information is “Confidential.” Notwithstanding the foregoing, information disclosed by you or your authorized agents and advisors to S&P Global Ratings shall not be deemed to be Confidential Information, and S&P Global Ratings shall have no obligation to treat such information as Confidential Information, if such information (i) was known by S&P Global Ratings at the time of such disclosure and was not known by S&P Global Ratings to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of S&P Global Ratings or its affiliates) subsequent to such disclosure, (iv) is disclosed to S&P Global Ratings by a third party subsequent to such disclosure and S&P Global Ratings reasonably believes that such third party’s disclosure to S&P Global Ratings was not prohibited, (v) is developed independently by S&P Global Ratings or its affiliates without reference to the Confidential Information, or (vi) is approved in writing by you or your authorized agents and advisors for public disclosure. S&P Global Ratings is aware that U.S. and state securities laws may impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading and communication policies to that effect.

S&P Global Ratings’ Use of Information. Except as required by applicable law or regulation or otherwise provided herein, S&P Global Ratings shall not disclose Confidential Information to third parties.

S&P Global Ratings may (i) use Confidential Information for its credit rating activities, including without limitation, to assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, as well as to make internal determinations about commercial arrangements for its credit rating activities, and (ii) share Confidential Information with its affiliates or agents engaged in the credit ratings business who are bound by appropriate confidentiality obligations (“Ratings Affiliates and Agents”).

Subject to the other provisions herein, S&P Global Ratings may also use, and share Confidential Information with any of its affiliates or agents engaged in other financial services businesses who are bound by appropriate confidentiality obligations (“Other Affiliates and Agents”, and together with Ratings Affiliates and Agents, “Affiliates and Agents”), for modelling, benchmarking and research purposes.

Subject to the other provisions herein, S&P Global Ratings may publish and/or share with its Affiliates and Agents, who also may publish, data aggregated or derived from Confidential Information, excluding data that is specific to and identifies individual debtors, customers or clients.

S&P Global Ratings will comply with all applicable U.S. and state laws, rules and regulations protecting personally-identifiable information and the privacy rights of individuals. S&P Global Ratings acknowledges for itself and on behalf of its affiliates that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for S&P Global Ratings’ or its affiliates’ disclosure of Confidential Information in violation of this Agreement. S&P Global Ratings

and its Affiliates and Agents reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you or your authorized agents and advisors.

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an “expert” or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings is not an “underwriter” or “seller” as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. S&P Global Ratings has not performed the role or tasks associated with an “underwriter” or “seller” under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer’s subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC Sanctions”), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of you or the issuer (if you are not the issuer). For so long as this Agreement is in effect, you will promptly notify S&P Global Ratings if any of these circumstances change.

S&P Global Ratings’ Use of Confidential and Private Credit Ratings. S&P Global Ratings may use confidential and private credit ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. S&P Global Ratings may disclose a confidential or private credit rating as a confidential credit estimate or assessment to the managers of CDO and similar investment vehicles. S&P Global Ratings may permit CDO managers to use and disseminate credit estimates or assessments on a limited basis and subject to various restrictions; however, S&P Global Ratings cannot control any such use or dissemination.

S&P Global Ratings may provide private ratings and related rating letters and reports, including any updates to the foregoing and any Confidential Information contained in such rating letters or reports, to the National Association of Insurance Commissioners and any of its offices (“NAIC”) for use on a limited basis, provided they are bound by appropriate confidentiality obligations; however, S&P Global Ratings cannot control any such use. In addition, S&P Global Ratings may provide certain identifying details regarding the rated obligation, such as the CUSIP or ISIN number, to the NAIC.

Entire Agreement. Nothing in this Agreement shall prevent you, the issuer (if you are not the issuer) or S&P Global Ratings from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the credit rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to S&P Global Ratings by you or your authorized agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your authorized agents and advisors make such information available to S&P Global Ratings, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to S&P Global Ratings.

Limitation on Damages. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses

(including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the credit rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and S&P Global Ratings are parties to result from gross negligence, intentional wrongdoing or willful misconduct of S&P Global Ratings. In furtherance and not in limitation of the foregoing, S&P Global Ratings will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that S&P Global Ratings is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall S&P Global Ratings be liable in an aggregate amount in excess of seven times the aggregate fees paid to S&P Global Ratings for the credit rating giving rise to the cause of action, up to a maximum of US\$5,000,000 except to the extent such monetary damages directly result from S&P Global Ratings' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Credit Ratings Acknowledged for Use in Other Jurisdictions. To the extent that regulatory authorities allow a credit rating agency to acknowledge in one jurisdiction a credit rating issued in another jurisdiction for certain regulatory purposes, S&P Global Ratings may choose to acknowledge such a credit rating and denote such acknowledgement on www.standardandpoors.com with an alphabetic or other identifier affixed to such credit rating or by other means. S&P Global Ratings reserves the right to assign, withdraw or suspend such acknowledgement at any time and in its sole discretion. If S&P Global Ratings acknowledges such a credit rating for regulatory purposes, all limitations set out herein with respect to a credit rating will apply to such acknowledgment of the credit rating, including without limitation, that such acknowledgement is not a recommendation to purchase, hold, or sell any securities nor does it comment on market price, marketability, investor preference or suitability of any security. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the assignment, withdrawal, or suspension of such acknowledgement, even if advised of the possibility of such damages or other amounts, except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and S&P Global Ratings are parties to result from gross negligence, intentional wrongdoing or willful misconduct of S&P Global Ratings.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the credit rating. No person is intended as a third party beneficiary of this Agreement or of the credit rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. Subject to the limitations contained in this Agreement, S&P Global Ratings shall be liable for the conduct of its affiliates that would otherwise constitute a breach of the terms of this Agreement if S&P Global Ratings had engaged in such conduct itself.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Governing Law. This Agreement and the credit rating letter(s) shall be governed by the internal laws of the State of New York. The parties irrevocably agree that the state and federal courts of New York located in the County of New York shall be the exclusive forums for any dispute arising out of or relating to this Agreement or the credit rating letter(s) and the parties hereby consent to the personal jurisdiction of such courts.

S&P Global Ratings – Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("**Appendix**") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "**Agreement**") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.
2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**", "**process**", "**special categories of personal data**" and "**joint controller**" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"**Analytical Data**" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"**Applicable Data Protection Law**" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries;

"**Client Data**" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"**Data**" means Analytical Data and Client Data;

"**Permitted Purpose**" means processing:

 - (A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;
 - (B) of personal data by you to access and use the Services;

"**Standard Contractual Clauses**" means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**."
3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.
4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further

information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Investigations:** Except where and to the extent prohibited by applicable law, each party (“**Notifier**”) will inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.
6. **Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.
7. **Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.
8. **International Transfers of Data outside the EEA:**
 - 8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area (“**EEA**”) to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.
 - 8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows:
 - (1) **Data Subjects to whom the personal data relates:**
 - (i) *Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and*
 - (ii) *persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.*
 - (2) **Purposes for which the data transfer is made:**
The Permitted Purpose.
 - (3) **Categories of personal data transferred:**
Client Data and Analytical Data.
 - (4) **Categories of recipients to whom the personal data is transferred or disclosed:**
Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law.
 - (5) **Sensitive data or categories of sensitive data to be transferred (special category personal data):**
Not applicable.
 - (6) **Contact Point for the Data Importer:**
RatingsGDPR@spglobal.com
 - 8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them:

“(1) Each party shall perform its obligations under these clauses at its own cost.”

9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

KANSAS CITY POWER & LIGHT CO.



Market Update Materials
March 8, 2019



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KCP&L Secondary Comparables

Ticker	Coupon	Maturity	Amt (\$mn)	Issue Date	Issue Spread	Benchmark	UST Yield	UST Spread	Curve Adj.	Price	Yield
Kansas City Power & Light Company (Baa1/A-) (STABLE/STABLE)											
EVRG	4.200%	6/15/2047	300	6/13/2017	+135	30 Year	3.02%	+133	-	97.6	4.35
EVRG	4.200%	3/15/2048	300	2/26/2018	+105	30 Year	3.02%	+133	-	97.6	4.35
Westar Energy, Inc. (A2/A) (STABLE/STABLE) [Secured]											
EVRG	4.250%	12/1/2045	300	11/5/2015	+125	30 Year	3.02%	+115	-	101.3	4.17
Union Electric Company (A2/A) (STABLE/STABLE) [Secured]											
AEE	3.500%	3/15/2029	450	3/4/2019	+78	10 Year	2.63%	+84	+85	100.3	3.46
AEE	4.000%	4/1/2048	425	4/3/2018	+100	30 Year	3.02%	+105	-	98.9	4.07
Ameren Illinois Company (A1/A) (STABLE/STABLE) [Secured]											
AEE	4.500%	3/15/2049	500	11/5/2018	+107	30 Year	3.02%	+105	-	107.6	4.06
Entergy Louisiana, LLC (A2/A) (STABLE/STABLE)											
ETR	4.200%	4/1/2050	525	3/6/2019	+117	30 Year	3.02%	+119	-	100.0	4.20
Entergy Texas, Inc. (Baa1/A) (STABLE/STABLE) [Secured]											
ETR	4.000%	3/30/2029	300	1/3/2019	+145	10 Year	2.63%	+114	+115	101.9	3.77
ETR	4.500%	3/30/2039	400	1/3/2019	+160	30 Year	3.02%	+130	-	102.4	4.32
Duke Energy Ohio, Inc. (A2/A) (STABLE/STABLE) [Secured]											
DUK	3.650%	2/1/2029	400	1/3/2019	+110	10 Year	2.63%	+77	+78	102.0	3.40
DUK	4.300%	2/1/2049	400	1/3/2019	+140	30 Year	3.02%	+110	-	103.1	4.12
Public Service Company of Colorado (A1/A) (STABLE/STABLE) [Secured]											
XEL	3.700%	6/15/2028	350	6/14/2018	+78	10 Year	2.63%	+73	+78	102.5	3.36
XEL	4.050%	9/15/2049	400	3/6/2019	+103	30 Year	3.02%	+104	-	99.9	4.06
Southwestern Public Service Company (A3/A) (STABLE/STABLE) [Secured]											
XEL	4.400%	11/15/2048	300	10/29/2018	+110	30 Year	3.02%	+111	-	104.6	4.13
Commonwealth Edison Company (A1/A) (STABLE/STABLE) [Secured]											
EXC	3.700%	8/15/2028	550	8/7/2018	+75	10 Year	2.63%	+83	+86	102.0	3.45
EXC	4.000%	3/1/2049	400	2/11/2019	+105	30 Year	3.02%	+108	-	98.3	4.10



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KCP&L Indicative New Issue Pricing

Expected First Mortgage Bonds Rating: A2 / A

Kansas City Power & Light Co. FMB Pricing:

Issue Maturity	30 Year
Benchmark UST	3.375% due 11/15/2048
Benchmark Yield	3.016%
Re-Offer Spread (bps)	+115 - 120
Re-Offer Yield	4.166 - 4.216%
Re-Offer Spread to LIBOR (bps)	+134 - 139



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KANSAS CITY POWER & LIGHT CO.



Market Update Materials
March 12, 2019



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KCP&L Secondary Comparables

Kansas City Power & Light Co. FMB Pricing:

Issue Maturity	30 Year
Benchmark UST	3.375% due 11/15/2048
Benchmark Yield	2.980%
Re-Offer Spread (bps)	+115 - 120
Re-Offer Yield	4.13 - 4.18%
Re-Offer Spread to LIBOR (bps)	+134 - 139

Secondary Trading Levels

Ticker	Coupon	Maturity	Amt (\$mn)	Issue Date	Issue Spread	Benchmark	UST Yield	UST Spread	Curve Adj.	Price	Yield
Kansas City Power & Light Company (Baa1/A-) (STABLE/STABLE)											
EVRG	4.200%	6/15/2047	300	6/13/2017	+135	30 Year	2.99%	+134	-	98.0	4.32
EVRG	4.200%	3/15/2048	300	2/26/2018	+105	30 Year	2.99%	+133	-	98.2	4.31
Westar Energy, Inc. (A2/A) (STABLE/STABLE) [Secured]											
EVRG	4.250%	12/1/2045	300	11/5/2015	+125	30 Year	2.99%	+114	-	102.0	4.12
Union Electric Company (A2/A) (STABLE/STABLE) [Secured]											
AEE	3.500%	3/15/2029	450	3/4/2019	+78	10 Year	2.60%	+84	+85	100.5	3.44
AEE	4.000%	4/1/2048	425	4/3/2018	+100	30 Year	2.99%	+105	-	99.5	4.03
Ameren Illinois Company (A1/A) (STABLE/STABLE) [Secured]											
AEE	4.500%	3/15/2049	500	11/5/2018	+107	30 Year	2.99%	+105	-	108.0	4.03
Entergy Louisiana, LLC (A2/A) (STABLE/STABLE)											
ETR	4.200%	4/1/2050	525	3/6/2019	+117	30 Year	2.99%	+117	-	100.8	4.15
Entergy Texas, Inc. (Baa1/A) (STABLE/STABLE) [Secured]											
ETR	4.000%	3/30/2029	300	1/3/2019	+145	10 Year	2.60%	+116	+116	101.9	3.76
ETR	4.500%	3/30/2039	400	1/3/2019	+160	30 Year	2.99%	+130	-	102.9	4.28
Duke Energy Ohio, Inc. (A2/A) (STABLE/STABLE) [Secured]											
DUK	3.650%	2/1/2029	400	1/3/2019	+110	10 Year	2.60%	+78	+79	102.2	3.38
DUK	4.300%	2/1/2049	400	1/3/2019	+140	30 Year	2.99%	+110	-	103.7	4.08
Public Service Company of Colorado (A1/A) (STABLE/STABLE) [Secured]											
XEL	3.700%	6/15/2028	350	6/14/2018	+78	10 Year	2.60%	+75	+79	102.6	3.35
XEL	4.050%	9/15/2049	400	3/6/2019	+103	30 Year	2.99%	+101	-	101.0	3.99
Southwestern Public Service Company (A3/A) (STABLE/STABLE) [Secured]											
XEL	4.400%	11/15/2048	300	10/29/2018	+110	30 Year	2.99%	+111	-	105.2	4.09
Commonwealth Edison Company (A1/A) (STABLE/STABLE) [Secured]											
EXC	3.700%	8/15/2028	550	8/7/2018	+75	10 Year	2.60%	+82	+85	102.2	3.42
EXC	4.000%	3/1/2049	400	2/11/2019	+105	30 Year	2.99%	+108	-	98.9	4.06



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KANSAS CITY POWER & LIGHT CO.



Market Update Materials
March 12, 2019



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KCP&L Secondary Comparables

Kansas City Power & Light Co. FMB Pricing (Expected Ratings: A2/A)

Issue Maturity	30 Year
Benchmark	3.375% due 11/15/2048
Benchmark Yield	3.019%
Re-Offer Spread (bps)	+120 - 125
Re-Offer Yield	4.219 - 4.269%
Re-Offer Spread to LIBOR (bps)	+142 - 147

Secondary Trading Levels

Ticker	Coupon	Maturity	Amt (\$mn)	Issue Date	Issue Spread	Benchmark	UST Yield	UST Spread	Curve Adj.	Price	Yield
Kansas City Power & Light Company (A2/A-) (STABLE/STABLE) [Secured]											
EVRG	4.200%	6/15/2047	300	6/13/2017	+135	30 Year	3.03%	+127	-	98.5	4.29
EVRG	4.200%	3/15/2048	300	2/26/2018	+105	30 Year	3.03%	+133	-	97.5	4.35
Westar Energy, Inc. (A2/A) (STABLE/STABLE) [Secured]											
EVRG	4.250%	12/1/2045	300	11/5/2015	+125	30 Year	3.03%	+115	-	101.3	4.17
Union Electric Company (A2/A) (STABLE/STABLE) [Secured]											
AEE	3.500%	3/15/2029	450	3/4/2019	+78	10 Year	2.60%	+80	+81	100.8	3.40
AEE	4.000%	4/1/2048	425	4/3/2018	+100	30 Year	3.03%	+107	-	98.5	4.09
Entergy Arkansas, LLC (A2/A) (STABLE/STABLE) [Secured]											
ETR	4.200%	4/1/2049	350	3/13/2019	+123	30 Year	3.03%	+125	-	98.8	4.27
Entergy Louisiana, LLC (A2/A) (STABLE/STABLE)											
ETR	4.200%	4/1/2050	525	3/6/2019	+117	30 Year	3.03%	+117	-	100.2	4.19
Entergy Texas, Inc. (Baa1/A) (STABLE/STABLE) [Secured]											
ETR	4.000%	3/30/2029	300	1/3/2019	+145	10 Year	2.60%	+116	+116	102.0	3.76
ETR	4.500%	3/30/2039	400	1/3/2019	+160	30 Year	3.03%	+130	-	102.4	4.32
Duke Energy Ohio, Inc. (A2/A) (STABLE/STABLE) [Secured]											
DUK	3.650%	2/1/2029	400	1/3/2019	+110	10 Year	2.60%	+79	+80	102.1	3.39
DUK	4.300%	2/1/2049	400	1/3/2019	+140	30 Year	3.03%	+110	-	103.0	4.12
Public Service Company of Colorado (A1/A) (STABLE/STABLE) [Secured]											
XEL	4.050%	9/15/2049	400	3/6/2019	+103	30 Year	3.03%	+102	-	100.2	4.04
Southwestern Public Service Company (A3/A) (STABLE/STABLE) [Secured]											
XEL	4.400%	11/15/2048	300	10/29/2018	+110	30 Year	3.03%	+115	-	103.9	4.17
Commonwealth Edison Company (A1/A) (STABLE/STABLE) [Secured]											
EXC	4.000%	3/1/2049	400	2/11/2019	+105	30 Year	3.03%	+110	-	97.9	4.12



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\$400 million General Mortgage Bond Offering - Transaction Summary



March 2019



SUNTRUST
ROBINSON HUMPHREY

Kansas City Power & Light \$400 million 30-year General Mortgage Bond Offering

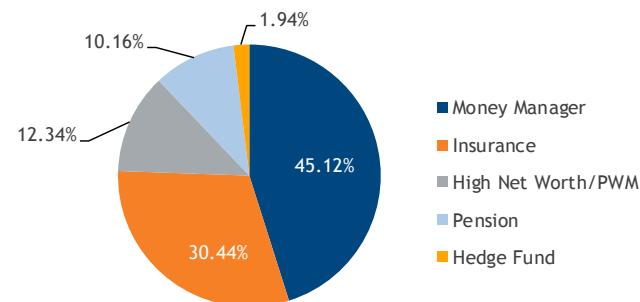
Transaction Summary Terms

			SUNTRUST ROBINSON HUMPHREY
Issuer	Kansas City Power & Light Co		
Trade Date	March 18, 2019		
Securities	General Mortgage Bonds		
Format	SEC Registered		
Ratings	A2 (Stable) / A (Stable) / NR		
Tenor	30-year		
Amount	\$400 million		
Maturity	April 1, 2049		
Initial Price Talk	T+135 area		
Guidance	T+120 area (+/- 5 bps)		
Pricing Spread	T+115		
Coupon	4.125%		
Par Call	6-months		
Make-Whole Call	T+20		
Settle Date	March 27, 2019		
Use of Proceeds	To repay at maturity \$400mn 7.15% Mortgage Bonds, Series 2009A due April 1, 2019		

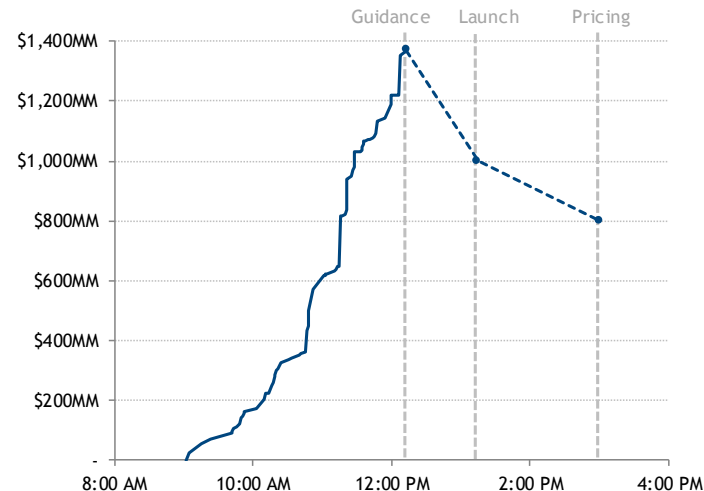
Transaction Summary

- On March 18th, Kansas City Power & Light (“KCP&L” or “the Utility”) priced a \$400 million 30-year general mortgage bond offering at T+115/4.125% coupon
- KCP&L elected to preempt this week’s FOMC meeting and announce its transaction to the market, given the stable backdrop this morning and the opportunity to monetize on KCP&L’s post-collateralization spread tightening
- The Utility introduced a \$400 million 30-year at an initial price talk of T+135 area, which implied a starting concession of 19 bps. Early goings of the book build were measured as some investors likely used the morning to complete relative value analysis of KCP&L versus other announced utility deals (Louisville Gas & Electric and Kentucky Utilities). The order book received a large pop mid-morning, and three high-quality investors submitted indications in excess of \$100 million. Ultimately, KCP&L’s order book finished just shy of \$1.4 billion prior to guidance
- Strong demand, including sixteen orders of \$25+ million, enabled KCP&L to announce price guidance at T+120 area (+/- 5 bps). Kansas City Power & Light subsequently launched at T+115, the tight end of guidance, in spite of \$600 million drops and scales
- New issue concession was -1 bp, and the new KCP&L 30-year freed to trade at +115/+112 same day

Account Breakdown



Book Build



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Corporate New Issue Market Leading Into Deal Day

Issue Date	Issuer	Sector	Coupon	Amount (\$MM)	Maturity	Ratings M/SP/F	Spreads			Change Since Pricing	NIC	Book	Liquidity Gauge		
							IPT	Pricing	Current				5	10	20
03/18/19	GlaxoSmithKline Capital PLC	Healthcare	2.875%	\$1,500	06/01/22	A2/A+/-	+65-70	+50	+44	-6 bps	3 bps	1.5x			
03/18/19	GlaxoSmithKline Capital PLC	Healthcare	3.000%	\$1,000	06/01/24	A2/A+/-	+85 area	+70	+66	-4 bps	2 bps	2.9x			
03/18/19	GlaxoSmithKline Capital PLC	Healthcare	3.375%	\$1,000	06/01/29	A2/A+/-	+105-110	+90	+89	-1 bps	4 bps	2.6x			
03/18/19	Kansas City Power & Light Co	Utility	4.125%	\$400	04/01/49	A2/A/-	+135 area	+115	+113	-2 bps	-1 bps	2.0x			
09/21/15	Kentucky Utilities Co	Utility	4.375%	\$300	10/01/45	A1/A/-	+120-125	+125	+125	0 bps	10 bps	1.3x			
03/18/19	Louisville Gas & Electric Co	Utility	4.250%	\$400	04/01/49	A1/A/-	+120-125	+125	+115	-10 bps	10 bps	1.3x			
03/18/19	Target Corp	Consumer/Retail	3.375%	\$1,000	04/15/29	A2/A/A-	+95 area	+78	+78	0 bps	-3 bps	3.0x			
03/13/19	Entergy Arkansas LLC	Utility	4.200%	\$350	04/01/49	A2/A/-	+135 area	+123	+122	-1 bps	4 bps	2.0x			
03/13/19	Husky Energy Inc	Energy	4.400%	\$750	04/15/29	Baa2/BBB/-	+187.5 area	+180	+178	-2 bps	7 bps	1.7x			
03/13/19	KLA-Tencor Corp	TMT	4.100%	\$800	03/15/29	Baa1/BBB/BBB+	+180 area	+155	+149	-6 bps	3 bps	4.4x			
03/13/19	KLA-Tencor Corp	TMT	5.000%	\$400	03/15/49	Baa1/BBB/BBB+	+235 area	+205	+197	-8 bps	3 bps	5.8x			
03/13/19	United Parcel Service Inc	Industrial	3.400%	\$750	03/15/29	A1/A+/-	+95-100	+80	+79	-1 bps	3 bps	3.1x			
03/13/19	United Parcel Service Inc	Industrial	4.250%	\$750	03/15/49	A1/A+/-	+137.5 area	+125	+126	1 bps	3 bps	2.9x			
06/12/18	Alexandria Real Estate Equities Inc	Real Estate	4.000%	\$650	01/15/24	Baa2/BBB/-	+130 area	+105	+100	-5 bps	-13 bps	6.5x			
03/12/19	Alexandria Real Estate Equities Inc	Real Estate	FRN	\$350	04/15/26	Baa1/BBB+/-	+160 area	+132	+127	-5 bps	-9 bps	6.9x			
03/12/19	Alexandria Real Estate Equities Inc	Real Estate	4.850%	\$300	04/15/49	Baa1/BBB+/-	+215 area	+187	+175	-12 bps	-1 bps	8.7x			
03/12/19	American Tower Corp	Real Estate	3.375%	\$650	05/15/24	Baa3/BBB-/BBB	+120-125	+103	+101	-2 bps	-4 bps	1.9x			
03/12/19	American Tower Corp	Real Estate	3.950%	\$600	03/15/29	Baa3/BBB-/BBB	+155-160	+148	+148	0 bps	0 bps	2.2x			
03/12/19	Southern California Edison Co	Utility	4.200%	\$500	03/01/29	A3/A-/BBB+	+200 area	+165	+162	-3 bps	-2 bps	4.8x			
03/12/19	Southern California Edison Co	Utility	4.875%	\$600	03/01/49	A3/A-/BBB+	+230 area	+190	+183	-7 bps	2 bps	5.0x			
03/11/19	Dominion Energy Inc	Utility	4.250%	\$500	06/01/28	Baa2/BBB/BBB+	+145 area	+123	+123	0 bps	-5 bps	3.0x			
03/11/19	Dominion Energy Inc	Utility	4.600%	\$400	03/15/49	Baa2/BBB/BBB+	+175-180	+158	+156	-2 bps	3 bps	2.3x			
03/11/19	ONEOK Inc	Energy	4.350%	\$700	03/15/29	Baa3/BBB/-	+195 area	+175	+172	-3 bps	-3 bps	2.9x			
03/11/19	ONEOK Inc	Energy	5.200%	\$1,000	07/15/48	Baa3/BBB/-	+240 area	+223	+222	-1 bps	3 bps	2.0x			
03/11/19	RELX Capital Inc	TMT	4.000%	\$950	03/18/29	Baa1/BBB+/BBB+	+165 area	+150	+143	-7 bps	2 bps	2.1x			

Data as of March 18, 2019

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Participation of Existing Kansas City Power & Light Investors in the March 18th Offering

6 of the top 25 existing KCP&L investors were allocated notes in the offering

Rank	Name	Fund Type	KCP&L Holdings Prior to Transaction	30-yr Indication Amount	30-yr Allocation Amount	KCP&L Current Holdings ¹
1	Nuveen Asset Management	Insurance	137.4	5.4	5.4	142.8
2	Nationwide Mutual Insurance	Insurance	96.2	-	-	96.2
3	Macquarie Investment Management	Money Manager	94.3	-	-	94.3
4	New York Life Investment Mgmt	Insurance	63.3	-	-	63.3
5	State Farm	Insurance	58.0	-	-	58.0
6	TCW Asset Management	Money Manager	53.7	-	-	53.7
7	Vanguard	Money Manager	51.2	-	-	51.2
8	Prudential	Insurance	50.5	85.3	50.0	100.5
9	WAMCO	Money Manager	44.7	-	-	44.7
10	Protective Life	Insurance	37.0	-	-	37.0
11	Babson Capital Management	Money Manager	33.5	-	-	33.5
12	American Financial Group	Money Manager	32.8	-	-	32.8
13	Thrivent Asset Management	Insurance	32.0	-	-	32.0
14	AEGON Investment Management	Insurance	32.0	-	-	32.0
15	Blackrock	Money Manager	31.8	45.3	45.3	77.1
16	PIMCO	Money Manager	30.6	-	-	30.6
17	PacLife	Money Manager	29.5	-	-	29.5
18	40/86 Advisors	Money Manager	29.2	-	-	29.2
19	Northwestern Mutual Life	Insurance	28.2	11.5	11.5	39.7
20	AIG	Insurance	25.5	10.0	10.0	35.5
21	American Equity	Insurance	22.0	-	-	22.0
22	Liberty Mutual Insurance	Insurance	20.5	-	-	20.5
23	JP Morgan Investment Management	Money Manager	20.5	0.6	0.6	21.1
24	MetLife	Insurance	20.4	-	-	20.4
25	MacKay Shields	Money Manager	19.7	-	-	19.7

(1) Current Holdings include investments in this transaction; Top 25 investors of Kansas City Power & Light prior to offering shown here

Participation of Existing Evergy Complex Investors in the March 18th Offering

5 of the top 25 existing Evergy Complex investors were allocated notes in the offering

Rank	Name	Fund Type	EVRG Complex Holdings	KCP&L Holdings Prior to Transaction	30-yr Indication Amount	30-yr Allocation Amount	KCP&L Current Holdings ¹
1	Nuveen Asset Management	Insurance	277.6	137.4	5.4	5.4	142.8
2	Prudential	Insurance	264.1	50.5	85.3	50.0	100.5
3	Macquarie Investment Management	Money Manager	223.2	94.3	-	-	94.3
4	Nationwide Mutual Insurance	Insurance	220.0	96.2	-	-	96.2
5	New York Life Investment Mgmt	Insurance	191.2	63.3	-	-	63.3
6	State Farm	Insurance	173.6	58.0	-	-	58.0
7	Vanguard	Money Manager	148.4	51.2	-	-	51.2
8	Northwestern Mutual Life	Insurance	115.6	28.2	11.5	11.5	39.7
9	Allstate	Insurance	110.0	8.0	-	-	8.0
10	John Hancock	Insurance	106.9	-	-	-	-
11	GE Asset Management	Money Manager	87.7	15.8	-	-	15.8
12	WAMCO	Money Manager	80.0	44.7	-	-	44.7
13	Babson Capital Management	Money Manager	76.5	33.5	-	-	33.5
14	PPM America	Money Manager	73.2	18.4	-	-	18.4
15	Thrivent Asset Management	Insurance	66.0	32.0	-	-	32.0
16	Protective Life	Insurance	55.6	37.0	-	-	37.0
17	TCW Asset Management	Money Manager	55.2	53.7	-	-	53.7
18	OneAmerica Financial Partners	Insurance	53.8	-	-	-	-
19	MacKay Shields	Money Manager	50.5	19.7	-	-	19.7
20	American Financial Group	Money Manager	50.1	32.8	-	-	32.8
21	Blackrock	Money Manager	49.3	31.8	45.3	45.3	77.1
22	PIMCO	Money Manager	48.5	30.6	-	-	30.6
23	Unum Insurance	Insurance	47.5	17.5	-	-	17.5
24	PacLife	Money Manager	45.4	29.5	-	-	29.5
25	AIG	Insurance	44.6	25.5	10.0	10.0	35.5

(1) Current Holdings include investments in this transaction; Top 25 investors of Evergy Complex prior to offering shown here

Participation of Select Utility Peer Investors in the March 18th Offering

6 of the top 25 Select Utility Peer Investors were allocated notes in the offering

Rank	Name	Fund Type	Peer Holdings ²	KCP&L Holdings Prior to Transaction	30-yr Indication Amount	30-yr Allocation Amount	KCP&L Current Holdings ¹
1	Vanguard	Money Manager	5422.8	51.2	-	-	51.2
2	Nuveen Asset Management	Insurance	4815.9	137.4	5.4	5.4	142.8
3	State Farm	Insurance	4264.5	58.0	-	-	58.0
4	Prudential	Insurance	3989.8	50.5	85.3	50.0	100.5
5	Northwestern Mutual Life	Insurance	3064.5	28.2	11.5	11.5	39.7
6	MetLife	Insurance	2227.9	20.4	-	-	20.4
7	Macquarie Investment Management	Money Manager	2144.3	94.3	-	-	94.3
8	New York Life Investment Mgmt	Insurance	1961.3	63.3	-	-	63.3
9	John Hancock	Insurance	1885.0	-	-	-	-
10	AIG	Insurance	1594.1	25.5	10.0	10.0	35.5
11	GE Asset Management	Money Manager	1460.8	15.8	-	-	15.8
12	Wellington Management Company	Money Manager	1353.4	-	165.0	40.2	40.2
13	Voya Asset Management	Insurance	1268.3	-	-	-	-
14	Nationwide Mutual Insurance	Insurance	1260.7	96.2	-	-	96.2
15	PIMCO	Money Manager	1227.7	30.6	-	-	30.6
16	Guardian Life Insurance	Insurance	1213.3	10.0	-	-	10.0
17	Babson Capital Management	Money Manager	1169.5	33.5	-	-	33.5
18	WAMCO	Money Manager	1149.6	44.7	-	-	44.7
19	AllianceBernstein	Money Manager	1076.0	-	-	-	-
20	Blackrock	Money Manager	1066.2	31.8	45.3	45.3	77.1
21	AEGON Investment Management	Insurance	1061.1	32.0	-	-	32.0
22	PPM America	Money Manager	981.3	18.4	-	-	18.4
23	Thrivent Asset Management	Insurance	967.1	32.0	-	-	32.0
24	The Travelers Companies	Insurance	964.2	13.8	-	-	13.8
25	Allstate	Insurance	953.0	8.0	-	-	8.0

(1) Current Holdings include investments in this transaction

(2) Top 25 investors of Westar Energy, MidAmerican Energy, Florida Power & Light, Duke Energy Carolinas, Consumers Energy, Public Service Electric & Gas, Duke Energy Progress, DTE Electric, PECO Energy, PacifiCorp[®], Ameren Illinois, Duke Energy Ohio, Southern California Gas, Public Service Co of Colorado, Duke Energy Florida, Louisville Gas & Electric, CenterPoint Energy Houston Electric, Commonwealth Edison, Oncor Electric Delivery Co, Sierra Pacific Power, Nevada Power, Union Electric, Entergy Texas, Duke Energy Indiana, Northern States Power Co/MN, Connecticut Light & Power, PPL Electric Utilities, Southwestern Public Service Co[®]

Kansas City Power & Light - Transaction Allocation List

Rank	Name	Fund Type	30-yr Indication Amount	30-yr Allocation Amount
1	Goldman Sachs AM	High Net Worth/PWM	100.0	50.0
2	Prudential	Insurance	85.3	50.0
3	Blackrock	Money Manager	45.3	45.3
4	Wellington Management Company	Money Manager	165.0	40.2
5	State of New Jersey	Pension	75.0	40.0
6	Wells Capital Management	Money Manager	45.5	25.5
7	State Street Global	Money Manager	18.0	18.0
8	Legal & General Investment Management	Insurance	16.9	16.9
9	Asset Allocation and Management	Money Manager	25.5	15.0
10	Logan Circle	Money Manager	15.0	15.0
11	Mutual Of Omaha	Insurance	15.0	15.0
12	Northwestern Mutual Life	Insurance	11.5	11.5
13	AIG	Insurance	10.0	10.0
14	Athene Asset Management	Insurance	45.0	10.0
15	Pinebridge	Money Manager	20.0	10.0
16	Nuveen Asset Management	Insurance	5.4	5.4
17	Balysany AM	Money Manager	25.0	5.0
18	MEMBERS Capital Advisors	Money Manager	10.0	5.0
19	Oppenheimer Funds	Money Manager	7.0	5.0
20	Sentinel Asset Management	Money Manager	5.0	5.0
21	Assurant Inc	Insurance	8.0	3.0
22	Loews Corp Investments	Insurance	20.0	3.0
23	North Carolina Retirement Systems	Pension	2.0	2.0
24	Aabako Investment	Hedge Fund	3.0	1.0
25	Aesir Capital Management	Hedge Fund	10.0	1.0

Blue shading represents participation in this transaction by investors that were Top 25 Holders of KCP&L notes prior to the offering

Kansas City Power & Light - Transaction Allocation List

Rank	Name	Fund Type	30-yr Indication Amount	30-yr Allocation Amount
26	Coherence	Hedge Fund	10.0	1.0
27	Dominion Capital	Hedge Fund	2.0	1.0
28	Jane Street	Hedge Fund	1.0	1.0
29	Kansas City Life	Insurance	1.0	1.0
30	Kornitzer Capital Management	Money Manager	5.0	1.0
31	Mid Atlantic Capital Management, LLC	Money Manager	3.0	1.0
32	Millennium Partners	Hedge Fund	14.0	1.0
33	RBC Global Asset Management	High Net Worth/PWM	25.0	1.0
34	Ryan Labs	Hedge Fund	10.0	1.0
35	Tudor Investment	Hedge Fund	10.0	1.0
36	JP Morgan Investment Management	Money Manager	0.6	0.6
37	Catholic United Financial	Money Manager	0.5	0.5
38	CKC Capital	Hedge Fund	1.0	0.5
39	Madison Investment Advisors	Money Manager	5.0	0.5
40	PRP	Hedge Fund	5.0	0.5
41	Sagicor Financial Corporation	Insurance	2.0	0.5
42	Seelaus	Money Manager	3.0	0.5
43	Eaton Vance Management	Money Manager	0.2	0.2
Total			794.5 ¹	421.5

(1) Includes indications from accounts who were not allocated bonds

Blue shading represents participation in this transaction by investors that were Top 25 Holders of KCP&L notes prior to the offering

Kansas City Power & Light - Transaction Summary

Price Sensitivity Analysis and Investor Feedback

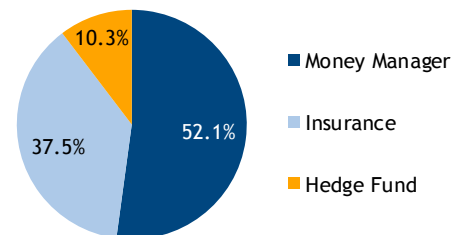
Drops & Decreases

Investor	Investor Type	30-yr (\$MM)
Wellington Management Company	Money Manager	(124.9)
Loomis Sayles & Co - San Fran	Money Manager	(50.0)
Prudential	Insurance	(49.7)
Allstate	Insurance	(40.0)
Legal & General Investment Management	Insurance	(33.1)
Centiva Capital	Hedge Fund	(30.0)
Pugh Capital Management	Money Manager	(30.0)
Scout Investments	Money Manager	(30.0)
Macquarie Investment Management	Money Manager	(20.0)
NY State Insurance	Insurance	(20.0)
Protective Life	Insurance	(15.0)
TIAA-CREF	Insurance	(15.0)
Tudor Investment	Hedge Fund	(15.0)
Voya Asset Management	Insurance	(15.0)
40/86 Advisors	Money Manager	(10.0)
Americo Life	Insurance	(10.0)
Magnetar	Hedge Fund	(10.0)
Vanguard	Money Manager	(10.0)
BCBS	Insurance	(5.0)
BlueFin Trading	Hedge Fund	(5.0)
Genworth Financial	Insurance	(5.0)
JP Morgan Investment Management	Money Manager	(5.0)
CUNA	Insurance	(5.0)
Smith Affiliated	Money Manager	(3.0)
Standard Insurance	Insurance	(3.0)
JP Morgan Investment Management	Money Manager	(5.0)
ICC	Money Manager	(2.0)
Sun Life Financial	Insurance	(2.0)
Vanguard	Money Manager	(10.0)
Blackrock	Money Manager	(2.0)
PPM America	Money Manager	(0.8)
Total		(580.4)

Commentary

- The final order book was ~\$920 million, post \$580 million in drops and scales. There was some price discovery in your transaction, given this deal marked KCP&L's first secured offering in recent memory and moderate liquidity in Westar Energy's 30-year FMBs
- Some investors penciled in T+120 as KCP&L's 30-year fair value, and these accounts dropped or scaled their orders when guidance was announced at T+120 (+/- 5 bps). Additionally, Louisville Gas & Electric and Kentucky Utilities' guidance announcement of T+125 "the number" likely swayed some investors away from your order book
 - Stating a spread limit of T+120, Loomis Sayles (San Francisco) and Allstate completely dropped their \$50 million and \$40 million indications, respectively
 - Two anchors in your order book, Wellington Management and Prudential, scaled their orders from \$165 million to \$40.1 million (Wellington) and \$85.3 million to \$50 million after guidance was announced
 - GSAM and State of New Jersey notably maintained their \$100 million and \$75 million orders, respectively, from start to finish
- KCP&L's execution was attractive, pricing with a negative concession relative to the outstanding KCP&L 2047s & 2048s and pricing 10bps inside LG&E and KU. However, attrition from the order book was notable post-launch when guidance on PPL's utilities emerged

Composition of Drops / Decreases



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