

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

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

**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 1, 2018, KCP&L issued debt securities (4.20% Notes due 2048) under the financial authority granted by the Commission in its February 7, 2018 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*, ¶ b.)

None of the indebtedness is secured and the remainder of the requested information is attached as **Exhibit A**.

3. Pursuant to 4 CSR 240-3.120(1)(F), 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 repay short term and long term debt.

4. Pursuant to the February 7, 2018 Order, attached as **Exhibit B** are the Company’s communications with credit rating agencies regarding the debt issuance. (*See Order*, ¶ d.)

5. Finally, pursuant to the February 7, 2018 Order, attached as **Exhibit C** are our analysis including indicative pricing information. (See Order, ¶ b.)

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 9<sup>th</sup> day of March, 2018 to all counsel of record in this case.

/s/ Roger W. Steiner

Roger W. Steiner

**Final Term Sheet**

**Kansas City Power & Light Company**  
**4.20% Notes due 2048**

Issuer:	Kansas City Power & Light Company
Trade Date:	February 26, 2018
Settlement Date*:	March 1, 2018 (T+3)
Expected Ratings**:	Moody's Investors Service, Inc.: Baa1 (stable) S&P Global Ratings: BBB+ (positive)
Title of Securities:	4.20% Notes due 2048
Principal Amount:	\$300,000,000
Maturity Date:	March 15, 2048
Interest Payment Dates:	Semi-annually on March 15 and September 15, beginning on September 15, 2018
Coupon (Interest Rate):	4.20%
Benchmark Treasury:	2.75% due November 15, 2047
Benchmark Treasury Price / Yield:	92-07 / 3.155%
Spread to Benchmark Treasury:	+105 basis points
Yield to Maturity:	4.205%
Price to Public:	99.913% of the principal amount, plus accrued interest from March 1, 2018, if settlement occurs after that date
Optional Redemption Provisions:	
Make-Whole Call:	At any time prior to September 15, 2047 (the date that is six months prior to the maturity date of the notes (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 notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed that would be due if the notes 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 notes being redeemed to, but excluding, the redemption date

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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 notes being redeemed, plus accrued and unpaid interest to, but excluding, the redemption date
CUSIP / ISIN:	485134 BR0 / US485134BR00
Joint Book-Running Managers:	J.P. Morgan Securities LLC Merrill Lynch, Pierce, Fenner & Smith Incorporated MUFG Securities Americas Inc. Wells Fargo Securities, LLC
Co-Managers:	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](http://www.sec.gov). Alternatively, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. or Wells Fargo Securities, LLC can arrange to send you the prospectus if you request it by calling J.P. Morgan Securities LLC collect at 212-834-4533, Merrill Lynch, Pierce, Fenner & Smith Incorporated toll-free at 1-800-294-1322, MUFG Securities Americas Inc. toll-free at 1-877-649-6848 or Wells Fargo Securities, LLC toll-free at 1-800-645-3751.

\* It is expected that delivery of the notes will be made against payment therefor on or about March 1, 2018, which will be the third business day (T+3) 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 notes on the date hereof will be required, by virtue of the fact that the notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes on the date hereof 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.



# Kansas City Power & Light Company

## 4.20% Notes due 2048

Kansas City Power & Light Company is offering \$300,000,000 aggregate principal amount of 4.20% Notes due 2048 (the “Notes”). The per annum interest rate on the Notes will be 4.20%. Interest on the Notes will be payable semi-annually in arrears on March 15 and September 15 of each year, beginning on September 15, 2018. The Notes will mature on March 15, 2048. The Notes 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 Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes will be senior unsecured obligations of Kansas City Power & Light Company exclusively and will rank equally with any existing and future senior unsecured indebtedness of Kansas City Power & Light Company. The Notes will not be listed on any securities exchange or included in any automated dealer quotation system. Currently, there is no public market for the Notes.

**Investing in the Notes involves risks that are described in the sections entitled “Risk Factors” beginning on page S-9 of this prospectus supplement and page 5 of the accompanying prospectus.**

	Price to Public <sup>(1)</sup>	Underwriting Discount	Proceeds to Kansas City Power & Light Company Before Expenses
Per Note .....	99.913%	0.875%	99.038%
Total Notes .....	\$299,739,000	\$2,625,000	\$297,114,000

(1) Plus accrued interest from March 1, 2018, 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 Notes 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 1, 2018.

### *Joint Book-Running Managers*

**BofA Merrill Lynch**

**J.P. Morgan**

**MUFG**

**Wells Fargo Securities**

### *Co-Managers*

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

Prospectus Supplement dated February 26, 2018

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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 September 27, 2016, 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 Notes 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.

Before you invest in the Notes, 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 and our parent company, Great Plains Energy Incorporated (“Great Plains Energy”), separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture (as defined herein) or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes 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**

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” 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 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 supplement. 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, Great Plains Energy and the Company;
- 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 the Company 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.

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, 2017, 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>). You may read and copy such material at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus supplement 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 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") (excluding information deemed to be furnished and not filed with the SEC), until this offering of the Notes is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 21, 2018; and
- Our Current Reports on Form 8-K dated January 12, 2018 and filed with the SEC on January 12, 2018; and dated February 13, 2018 and filed with the SEC on February 20, 2018.

We and our parent company, Great Plains Energy, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports 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 Great Plains Energy on its behalf, and the information contained in those 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 Great Plains Energy and its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy 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 Notes 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 Notes described in this prospectus supplement and the accompanying prospectus.

Our website is [www.kcpl.com](http://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, 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.

## The Offering

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

<b>Issuer</b> .....	Kansas City Power & Light Company
<b>Notes Offered</b> .....	We are offering \$300,000,000 aggregate principal amount of 4.20% Notes due 2048.
<b>Maturity Date</b> .....	The Notes will mature on March 15, 2048.
<b>Interest</b> .....	The per annum interest rate on the Notes will be 4.20%.
<b>Interest Payment Dates</b> .....	Interest on the Notes will be payable semi-annually in arrears on March 15 and September 15 of each year, beginning on September 15, 2018.
<b>Ranking</b> .....	The Notes will be our senior unsecured obligations exclusively. They will rank equal in right of payment with our existing and future senior unsecured indebtedness and will be senior in right of payment to any existing and future subordinated indebtedness. The Notes will be effectively subordinated to all of our existing and any future secured indebtedness, including our general mortgage bonds, to the extent of the collateral securing that indebtedness, and to all existing and future liabilities, including trade payables, of our subsidiaries. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).
<b>Optional Redemption</b> .....	We will have the right to redeem the Notes at any time prior to September 15, 2047 (the date that is six months prior to the maturity date of the Notes (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 Notes being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

<b>Form of Notes</b> .....	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.
<b>Further Issuances</b> .....	We may create and issue additional notes ranking equally and ratably with, and having the same terms (except for the price to public, the issue date and the first interest payment date, as applicable), as the Notes offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.
<b>Use of Proceeds</b> .....	The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$296.7 million. We intend to use the net proceeds of this offering to repay at maturity a portion of \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.
<b>Risk Factors</b> .....	See “Risk Factors” beginning on page S-9 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 Notes.
<b>No Listing of the Notes</b> .....	We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system.
<b>Governing Law</b> .....	The Indenture and the Notes will be governed by New York law.
<b>Trustee</b> .....	The Bank of New York Mellon Trust Company, N.A.

### Summary Consolidated Financial Data

The following consolidated summary financial data for the years ended December 31, 2015 through December 31, 2017 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,		
	2017	2016	2015
	(\$ in millions)		
<b>Income Statement Data</b>			
Operating revenues .....	\$1,890.7	\$1,875.4	\$1,713.8
Operating expenses .....	1,447.0	1,393.3	1,349.8
Operating income .....	<u>\$ 443.7</u>	<u>\$ 482.1</u>	<u>\$ 364.0</u>
Net income .....	<u>\$ 179.8</u>	<u>\$ 225.0</u>	<u>\$ 152.8</u>
<b>Cash Flow Data:</b>			
Net cash from operating activities .....	\$ 610.9	\$ 623.3	\$ 481.3
Net cash from investing activities .....	(471.0)	(451.5)	(551.0)
Net cash from financing activities .....	(142.2)	(169.6)	69.3
<b>Other Financial Data:</b>			
Depreciation and amortization .....	\$ 266.3	\$ 247.5	\$ 235.7
Amortization of:			
Nuclear fuel .....	32.1	26.6	26.8
Other .....	30.2	33.9	29.1
Utility capital expenditures .....	(437.7)	(418.8)	(518.3)

## RISK FACTORS

*An investment in the Notes 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 Notes. 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, 2017 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. As used in this section, “we,” “our,” “us” and the “Company” refer to Kansas City Power & Light Company and not to any of its subsidiaries.*

### **Indebtedness — Our indebtedness could adversely affect our ability to fulfill our obligations under the Notes.**

Our consolidated indebtedness and debt service obligations are significant. Our consolidated interest expense was \$138.8 million for the year ended December 31, 2017. As of December 31, 2017, our total consolidated long-term debt, including current maturities, was \$2.6 billion, excluding unused commitments and 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 the credit agreement that governs our senior unsecured revolving credit facility and in any other agreements under which we incur debt.

The Indenture does not limit the amount of secured or unsecured debt that we may incur. As described more fully under “Description of Notes – Ranking” in the accompanying prospectus, pursuant to insurance policies and related agreements with respect to two series of our tax-exempt bonds, we have agreed with the issuer of such insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded certain thresholds. In September 2015, we repurchased these tax-exempt bonds and they are currently held by us.

The covenants contained in the Indenture do not afford the holders of Notes any protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders.

Our debt could have important consequences to holders of the Notes, 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 requirements;
- if prevailing interest rates increase, our interest expense could increase because any borrowings under our senior unsecured revolving credit facility 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.

**Unsecured Obligations — Because the Notes are not secured and are effectively subordinated to the rights of secured creditors, the Notes will be subject to the prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the Notes.**

The Notes are senior unsecured obligations and will rank equally with any future unsecured and unsubordinated debt and will be effectively junior to our existing secured debt and any future secured debt we may incur. The Indenture does not limit the amount of unsecured debt that we may incur or restrict us from entering into sale and leaseback transactions. In general, the Indenture also does not limit the amount of secured debt that we may incur. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).

Our assets and those of our subsidiaries which secure our existing or future secured debt will be subject to prior claims by our and their respective secured creditors. In the event of our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up, assets that secure debt will be available to pay obligations on the Notes only after all debt secured by those assets has been repaid in full. Holders of the Notes will participate in any remaining assets ratably with all of our unsecured and unsubordinated creditors, including trade creditors. If we incur any additional obligations that rank equally with the Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Notes in any proceeds distributed upon our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up. This may have the effect of reducing the amount of proceeds paid to holders of the Notes. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the Notes then outstanding would remain unpaid.

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

As described in more detail under “Where You Can Find More Information,” we and our parent company, Great Plains Energy, separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes or otherwise.

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

We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system. We cannot assure holders of the Notes that any liquid market for the Notes will ever develop or be maintained. The underwriters have advised us that they currently intend to make a market in the Notes following this offering. However, the underwriters have no obligation to make a market in the Notes 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 Notes, holders’ ability to sell their Notes or the price at which holders will be able to sell their Notes. Future trading prices of the Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Notes 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 Notes;
- the outstanding amount of the Notes;
- the terms related to optional redemption of the Notes; and
- the level, direction and volatility of market interest rates generally.

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 Great Plains Energy and its subsidiaries (other than KCP&L and its subsidiaries), even though Great Plains Energy is not guaranteeing the Notes and is not generally obligated to provide credit support to us. Holders of Notes 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 Notes.

#### **RATIO OF EARNINGS TO FIXED CHARGES**

The following table shows our ratio of earnings to fixed charges for the periods indicated:

<b>Year Ended December 31,</b>				
<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
3.05	3.30	2.57	2.69	2.76

For purposes of computing the ratio of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.

## **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 \$296.7 million. We intend to use the net proceeds of this offering to repay at maturity a portion of \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.

## DESCRIPTION OF THE NOTES

*The following description of the particular terms of the Notes supplements and, to the extent inconsistent therewith, replaces the description of the general terms and provisions of the Notes set forth in the accompanying prospectus under “Description of Notes,” 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 Indenture. As used in this section, the terms “we,” “us,” “our” and “KCP&L” refer to Kansas City Power & Light Company only and not to its subsidiaries or other affiliates.*

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

### General

The Notes constitute a single series of debt securities to be issued pursuant to an indenture, dated as of May 1, 2007, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as Trustee (the “Trustee”), as to be supplemented by a supplemental indenture establishing the terms of the Notes (as so supplemented, the “Indenture”). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes will initially be limited to \$300,000,000 aggregate principal amount and will mature on March 15, 2048.

The Notes 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 March 15 and September 15 of each year, beginning on September 15, 2018, to the persons in whose names the Notes are registered at the close of business on the fifteenth calendar day prior to such interest payment date, 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 (and for any partial periods shall be calculated on the basis of the number of days elapsed in a 360-day year of twelve 30-day months). If any date on which interest is payable on the Notes 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 Notes, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

The Notes will be direct unsecured obligations of KCP&L exclusively, and not the obligation of any of our subsidiaries or affiliates. The Notes will (i) rank equally with our existing and future senior unsecured indebtedness, (ii) be effectively subordinated (with respect to underlying collateral) to any secured indebtedness now outstanding or that we may incur in the future, and (iii) be structurally subordinated to all indebtedness of our subsidiaries.

The Notes 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 \$300,000,000 aggregate principal amount of the Notes. Subject to the terms of the Indenture, we may, at any time, without consent of the holders of the Notes, issue additional notes 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 Notes being offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.

## Optional Redemption

We will have the right to redeem the Notes at any time prior to September 15, 2047 (the date that is six months prior to the maturity date of the Notes (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 Notes being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 Notes being redeemed to, but excluding, the redemption date. Notwithstanding the foregoing, installments of interest on Notes 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 Notes and the Indenture.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes 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 Notes to be redeemed (assuming, for this purpose, that the Notes 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 Notes.

“*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 the Reference Treasury Dealer appointed by us.

“*Reference Treasury Dealer*” means:

- each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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 given at least 10 days but not more than 60 days before the redemption date to each holder of the Notes 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 Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the particular Notes or portions of such Notes to be redeemed will be selected by DTC in such manner as it shall determine.

Notwithstanding the foregoing, any notice of redemption at our option may state that such redemption will be conditional upon receipt by the 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 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.

### **No Guarantees**

The Notes are not guaranteed by our parent company, Great Plains Energy, 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture or complying with any other obligation under the Indenture or the Notes or otherwise.

### **Book-Entry System**

Upon issuance, the Notes will be represented by one or more global securities deposited with, or on behalf of, DTC, as depositary. The global securities representing the Notes 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 Notes will not be issuable in definitive form. So long as the Notes are represented by one or more global securities, the depositary or its nominee will be considered the sole owner or holder of such Notes for all purposes under the Indenture, and the beneficial owners of such Notes 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 Trustee that it intends to follow such procedures with respect to the Notes. 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 Notes 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 Notes 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 Notes 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 Notes. Because this section is a summary, it does not address all aspects of taxation that may be relevant to a particular holder of the Notes 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 Notes 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 Notes through a non-U.S. broker or other non-U.S. intermediary; 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 Notes 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 Notes for cash, at their original issue price, and does not discuss the tax consequences for subsequent purchasers of the Notes. 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 Notes, 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 Notes (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 Notes.

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 Notes 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 Notes 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 Notes 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 Notes 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 Notes***

A U.S. holder will generally recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Note. 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 Note (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 Note. The U.S. holder’s adjusted tax basis in a Note generally will be the price the U.S. holder paid for the Note. Any such gain or loss on a taxable disposition of a Note, 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 Note 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 Notes, 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 Notes.

### ***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 Notes 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 Notes 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 Notes***

Subject to the discussions below concerning backup withholding and FATCA withholding, payments of interest on a Note 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 Note is a Non-U.S. holder; or
- from a securities clearing organization, bank or other financial institution that holds the Notes 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 Notes through "qualified intermediaries" within the meaning of U.S. federal income tax laws.

If interest on a Note 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 Notes. We will not be obligated to make any "gross up" or additional payments in respect of amounts withheld on the Notes 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 Notes***

Subject to the discussions of backup withholding and FATCA withholding below, any gain realized by a Non-U.S. holder on the sale, exchange, redemption, retirement or other disposition of a Note 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 Notes) exceed capital losses allocable to U.S. sources.

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

### ***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 Note and the payment of proceeds from the sale of a Note, 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 (i) interest on the Notes and (ii) the gross proceeds (including the return of principal) from the disposition, including a redemption or retirement, of the Notes occurring on or after January 1, 2019. 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 Note 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 Notes 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 Notes should consult their own tax advisors regarding the application of FATCA to the purchase, ownership and disposition of Notes 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 J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. and Wells Fargo Securities, LLC 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 Notes that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of Notes</u>
J.P. Morgan Securities LLC .....	\$ 70,500,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated .....	70,500,000
MUFG Securities Americas Inc. ....	70,500,000
Wells Fargo Securities, LLC .....	70,500,000
MFR Securities, Inc. ....	9,000,000
The Williams Capital Group, L.P. ....	9,000,000
Total .....	<u>\$300,000,000</u>

The underwriters are offering the Notes subject to their acceptance of the Notes 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 Notes offered hereby are subject to certain conditions. The underwriting agreement provides that the underwriters are obligated to purchase all of the Notes, if any are purchased.

The Notes 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 Notes. The underwriters may allow, and those dealers may reallow, a discount not in excess of 0.250% of the aggregate principal amount of the Notes to certain other dealers. If the Notes 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 Notes 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 Notes:

	<u>Paid by Us</u>
Per Note .....	0.875%
Total .....	\$2,625,000

Expenses associated with this offering to be paid by us, other than the underwriting discount, are estimated to be approximately \$400,000.

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

In connection with the offering of the Notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the underwriters may overallot in connection

with the offering of the Notes, creating syndicate short positions. In addition, the underwriters may bid for and purchase Notes in the open market to cover syndicate short positions or to stabilize the price of the Notes. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Notes in this offering if the syndicate repurchases previously distributed Notes in syndicate covering transactions, stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market prices of the Notes 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 revolving credit agreements entered into separately with Great Plains Energy, KCP&L and GMO. 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 Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes 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+3 Settlement Cycle**

We expect that delivery of the Notes will be made against payment therefor on the third business day after the date specified on the cover page of this prospectus supplement (such settlement being referred to as “T+3”). Pursuant to Rule 15c6-1 under the Exchange Act, 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 Notes on the date of this prospectus supplement will be required, by virtue of the fact that the Notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of this prospectus supplement should consult their own advisors.

### **Selling Restrictions**

#### ***Notice to Prospective Investors in Canada***

The Notes 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 Notes 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 Notes 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"); (ii) a customer within the meaning of Directive 2002/92/EC, 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, 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 Notes or otherwise making them available to retail investors in the EEA has been prepared, and therefore offering or selling the Notes 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 Notes 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 Notes. 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 Notes 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 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 Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes 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 Notes 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 Notes 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 Singapore***

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

### ***Notice to Prospective Investors in Taiwan***

The Notes 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 Notes in Taiwan.

### ***Notice to Prospective Investors in Switzerland***

The Notes 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 Notes.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the Company or the Notes 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 Notes will not be supervised by, the

Swiss Financial Market Supervisory Authority, and the offer of Notes 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 Notes.

***Notice to Prospective Investors in the United Arab Emirates***

The offering of the Notes 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 Notes 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 Notes 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 Notes will be passed upon for us by Heather A. Humphrey, our General Counsel and Senior Vice President — Corporate Services, and Hunton & Williams 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 February 20, 2018, Ms. Humphrey owned beneficially a number of shares of Great Plains Energy’s common stock, including restricted stock, and performance shares which may be paid in shares of Great Plains Energy common stock at a later date based on Great Plains Energy’s performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy.

**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 of Kansas City Power & Light Company and subsidiaries for the year ended December 31, 2017, 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.

PROSPECTUS

# KANSAS CITY POWER & LIGHT COMPANY

## Notes General Mortgage Bonds

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**These securities are not obligations of, nor guaranteed by, Great Plains Energy Incorporated, 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 offering and the terms of these securities in one or more supplements to this prospectus. The supplements may also add, update or change 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.

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**Investing in these securities involves risks. You should carefully consider the information referred to under the heading “Risk Factors” beginning 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.**

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**The date of this prospectus is September 27, 2016.**

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission, or 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.

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement, or in any free writing prospectus. 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 and Great Plains Energy Incorporated (“Great Plains Energy”), our parent company, separately file combined annual, quarterly and current reports. 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 Great Plains Energy or its subsidiaries (other than the information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in any securities offered hereby. The securities are not guaranteed by Great Plains Energy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or to advance funds to us for the purpose of paying the principal of, or premium, if any, and 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, except as expressly stated or if the context requires otherwise, not any of its subsidiaries.

## **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 described or referred to under the heading “Risk Factors” in this prospectus, in any prospectus supplement, and in our other SEC filings. 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 the Company and Great Plains Energy;
- 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 the Company 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 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.

## **KANSAS CITY POWER & LIGHT COMPANY**

Kansas City Power & Light Company (“KCP&L”) is an integrated, regulated electric utility, headquartered in Kansas City, Missouri, that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2014, we served approximately 520,700 customers located in western Missouri and eastern Kansas. Our customers included approximately 459,000 residences, 59,600 commercial firms, and 2,100 industrials, municipalities and other electric utilities as of December 31, 2014. Our retail revenues averaged approximately 87% 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.

## **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, 2014, which is incorporated by reference into this prospectus; and
- documents we file with the SEC after the date of this prospectus and which are deemed incorporated by reference into this prospectus.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Fiscal Years Ended December 31,				
2014	2013	2012	2011	2010
2.69	2.76	2.58	2.52	2.86

For purposes of computing the ratios of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt, amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.

## 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 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602.

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 December 31, 2014, our aggregate outstanding debt that would have ranked equally with the notes was approximately \$2,078.2 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. 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 December 31, 2014, there was approximately \$596.4 million aggregate principal amount of mortgage bonds outstanding. We have agreed with the issuer of certain bond insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded 75%. Additionally, if the long term rating for such mortgage bonds by Standard & Poor’s or Moody’s Investors Service 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 secured debt to total indebtedness exceeded 50%. At December 31, 2014, the proportion of secured debt to total indebtedness was approximately 22%.

### **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 depository 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, if any, 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 interest and premium, if any, 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 trustees 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) with respect to notes of any series notwithstanding our prior exercise of our covenant defeasance option under paragraph (2). If we exercise our defeasance option under paragraph (1) 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**

As of December 31, 2014, The Bank of New York Mellon Trust Company, N.A., which is the trustee under the Indenture, and its affiliates were the trustees for \$1,916.3 million of our secured and unsecured debt (including Environmental Improvement Revenue debt and Environmental Improvement Revenue Refunding debt issued by certain governmental entities) and \$737.5 million of the unsecured debt of Great Plains Energy Incorporated under several separate indentures. In addition, an affiliate of The Bank of New York Mellon Trust Company, N.A. is one of the lenders under separate credit agreements with us, our parent and an affiliate and is the trustee under our nuclear decommissioning fund trust. Affiliates of The Bank of New York Mellon Trust Company, N.A. also perform other services for, and transact other banking business with, our affiliates and us in the normal course and may do so in the future. The Indenture provides that our obligations to compensate the trustee and reimburse the trustee for expenses, disbursements and advances will be secured by a lien prior to that of the notes upon the property and funds held or collected by the trustee as such, except funds held in trust for the benefit of the holders of particular notes.

### **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**

As of December 31, 2014, the Mortgage Trustee was the trustee for \$400.0 million of mortgage bonds issued under the Mortgage Indenture. In addition, the Company and its affiliates maintain general banking accounts with the Mortgage Trustee. The Mortgage Trustee is also one of the lenders under separate credit agreements with us, our parent and one of our affiliates.

The Mortgage Indenture provides that the holders of a majority in principal amount of the outstanding mortgage bonds have the right to require the Mortgage Trustee to take certain action on behalf of the bondholders, but under certain circumstances the Mortgage Trustee may decline to follow such directions or to exercise certain of its powers. (*Mortgage Indenture Section 12.05.*) Prior to taking any such action the Mortgage Trustee is entitled to indemnity satisfactory to the Mortgage Trustee against costs, expenses and liabilities which may be incurred in the course of such action. (*Mortgage Indenture Section 12.16.*) This right does not, however, impair the absolute right of any holder of mortgage bonds to enforce payment of the principal of, or premium, if any, and interest on such mortgage bonds when due. (*Mortgage Indenture Section 12.23.*) The Company has the right to remove the Mortgage Trustee and appoint a successor Mortgage Trustee not more frequently than once in any ten-year period. (*Mortgage Indenture Section 14.18.*)

## 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 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](http://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, distributions, 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, distributions, interest and premium, if any, 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 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 Jaileah X. Huddleston, Assistant Secretary and Corporate Counsel—Securities and Finance and Hunton & Williams LLP. Davis Polk & Wardwell LLP will pass on certain matters for the underwriters, dealers, purchasers, or agents. At February 13, 2015, Ms. Huddleston owned beneficially a number of shares of common stock of Great Plains Energy Incorporated, including restricted stock, and performance shares which may be paid in shares of common stock at a later date based on Great Plains Energy Incorporated's performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy Incorporated.

## EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus by reference from Kansas City Power & Light Company's Annual Report on Form 10-K for the year ended December 31, 2014, 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 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>). You may read and copy such material at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with them. 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 Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (excluding information deemed to be furnished and not filed with the SEC) until the offering of the securities described in this prospectus is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 25, 2015;
- Our Current Reports on Form 8-K dated January 2, 2015 and filed with the SEC on January 2, 2015; and February 10, 2015 and filed with the SEC on February 17, 2015.

We and our parent company, Great Plains Energy Incorporated, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports relating solely to our parent and its subsidiaries (other than KCP&L and its consolidated subsidiaries) was separately filed by Great Plains Energy Incorporated on its behalf, and the information contained in those 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 the information relating to Great Plains Energy Incorporated and its subsidiaries (other than KCP&L and its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy Incorporated 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](http://www.kcpl.com). Information contained on our website is not incorporated herein. We make available, free of charge, on or through 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 Securities Exchange Act of 1934, as amended 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.

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**\$300,000,000**



# **Kansas City Power & Light Company**

**4.20% Notes due 2048**

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## **PROSPECTUS SUPPLEMENT**

February 26, 2018

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*Joint Book-Running Managers*

**BofA Merrill Lynch**

**J.P. Morgan**

**MUFG**

**Wells Fargo Securities**

*Co-Managers*

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

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SUPPLEMENTAL INDENTURE NO. 7

Dated as of March 1, 2018

Between

KANSAS CITY POWER & LIGHT COMPANY,

As Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

As Trustee

Creating a series of Notes to be designated as:

4.20% Notes Due 2048

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THIS SUPPLEMENTAL INDENTURE NO. 7 (this “*Supplemental Indenture*”), dated as of March 1, 2018, is between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (“*Company*”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (formerly The Bank of New York Trust Company, N.A.), as Trustee (“*Trustee*”).

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of May 1, 2007 (the “*Original Indenture*” and, as hereby supplemented, the “*Indenture*”), providing for the issuance from time to time of one or more series of the Company’s Notes;

WHEREAS, pursuant to the terms of the Indenture, the Company desires to provide for the establishment of a series of Notes to be designated as the “4.20% Notes due 2048” (the “*2048 Notes*”), the form and substance of the 2048 Notes and the terms, provisions and conditions thereof to be set forth as provided in the Original Indenture and this Supplemental Indenture;

WHEREAS, Section 2.05(c) of the Original Indenture provides that various matters with respect to any series of Notes issued under the Indenture may be established in an indenture supplemental to the Indenture;

WHEREAS, Section 13.01(a)(3) of the Original Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Indenture to establish the form of Notes of any series as permitted by Section 2.01 of the Original Indenture or to establish or reflect any terms of any Note of any series determined pursuant to Section 2.05 of the Original 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 foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the Company and the Trustee for the equal and ratable benefit of the Holders of the 2048 Notes and for the benefit of the Trustee as follows:

**ARTICLE ONE**

**Relation to Indenture; Additional Definitions**

Section 1.01. *Relation to Indenture.* This Supplemental Indenture constitutes an integral part of the Original Indenture.

Section 1.02. *Additional Definitions.* Unless the context otherwise requires, a term defined in the Original Indenture has the same meaning when used in this Supplemental

Indenture; provided, however, that, where a term is defined both in this Supplemental Indenture and in the Original Indenture, the meaning given to such term in this Supplemental Indenture shall control for purposes of this Supplemental Indenture and the Original Indenture.

*“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 2048 Notes to be redeemed (assuming, for this purpose, that the 2048 Notes 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 2048 Notes.

*“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 quotations, or (3) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

*“Corporate Trust Office”* means the designated office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the date hereof is located at 2 North LaSalle Street, 7<sup>th</sup> Floor, Chicago, Illinois 60602, Attention: Corporate Trust Administration; telecopy: (312) 827-8542.

*“DTC”* has the meaning set forth in Section 2.05

*“Maturity Date”* has the meaning set forth in Section 2.03.

*“Note Registrar”* means The Bank of New York Mellon Trust Company, N.A., hereby appointed as an agency of the Company in accordance with Section 6.02 of the Original Indenture.

*“Original Indenture”* has the meaning set forth in the first paragraph of the Recitals hereof.

*“Par Call Date”* means September 15, 2047.

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

*“Reference Treasury Dealer”* means (1) each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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.

*“2048 Notes”* has the meaning set forth in the second paragraph of the Recitals hereof.

All references herein to Articles, Sections or Exhibits, unless otherwise specified, refer to the corresponding Articles, Sections or Exhibits of this Supplemental Indenture. The terms *“herein,” “hereof,” “hereunder”* and other words of similar import refer to this Supplemental Indenture.

## **ARTICLE TWO**

### **The Series of Notes**

Section 2.01. *Title of the Notes.* The 2048 Notes shall be designated as the *“4.20% Notes due 2048.”*

Section 2.02. *Limitation on Aggregate Principal Amount.* The Trustee shall authenticate and deliver 2048 Notes for original issue on the Original Issue Date in the aggregate principal amount of \$300,000,000, upon a Company Order for the authentication and delivery thereof and satisfaction of Sections 2.01(a) and 2.05(c) of the Original Indenture. Such order shall specify the amount of the 2048 Notes to be authenticated, the date on which the original issue of 2048 Notes is to be authenticated and the name or names of the initial Holder or Holders. The aggregate principal amount of 2048 Notes that may initially be outstanding shall not exceed \$300,000,000; *provided, however,* that the authorized aggregate principal amount of the 2048 Notes may be increased above such amount without the consent of the Holders of any then outstanding 2048 Notes by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must rank equally and ratably with, and have the same interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as, the 2048 Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the 2048 Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the 2048 Notes, will constitute a single series of notes under the Indenture.

Section 2.03. *Stated Maturity.* The Stated Maturity of the 2048 Notes shall be March 15, 2048 (the *“Maturity Date”*).

Section 2.04. *Interest and Interest Rate.*

(a) The 2048 Notes shall bear interest at the rate of 4.20% per annum, from and including their Original Issue Date of March 1, 2018, or from the most recent Interest Payment Date to which interest has been paid, to, but excluding, the Maturity Date. Such interest shall be payable semi-annually in arrears, on the Interest Payment Dates of March 15 and September 15 in each year, commencing on September 15, 2018. Interest accrued on the 2048 Notes from the last Interest Payment Date before the Maturity Date shall be payable on the Maturity Date.

(b) The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Persons in whose names the 2048 Notes (or one or more predecessor securities) are registered on the Regular Record Date for such Interest Payment Date, being the close of business on the fifteenth calendar day prior to such Interest Payment Date, whether or not such day is a Business Day.

Section 2.05. *Place of Payment.* Principal and interest payments on the 2048 Notes will be made by the Company to The Depository Trust Company (“DTC”) while it is the Depository for the 2048 Notes, or if DTC shall cease to be the Depository for the 2048 Notes, to the Trustee at its offices, as paying agent.

Section 2.06. *Place of Registration or Exchange; Notices and Demands With Respect to the 2048 Notes.* The place where the Holders of the 2048 Notes may present the 2048 Notes for registration of transfer or exchange and may make notices and demands to or upon the Company in respect of the 2048 Notes shall be the Corporate Trust Office of the Trustee.

Section 2.07. *Global Notes.*

(a) The 2048 Notes shall be issuable in whole or in part in the form of one or more permanent Global Notes in definitive, fully registered, book-entry form, without interest coupons. The Global Note shall be deposited on the Original Issue Date with, or on behalf of, the Depository.

(b) DTC shall initially serve as Depository with respect to the Global Note. Such Global Note shall bear the legend set forth in the form of 2048 Note attached as *Exhibit A*.

Section 2.08. *Form of Securities.* The Global Note shall be substantially in the form attached as *Exhibit A*.

Section 2.09. *Note Registrar.* The Trustee shall initially serve as the Note Registrar for the 2048 Notes.

Section 2.10. *Sinking Fund Obligations.* The Company shall have no obligation to redeem or purchase any 2048 Notes pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of Holder thereof.

## ARTICLE THREE

### Optional Redemption of the 2048 Notes

Section 3.01. *Redemption.* Except as described in Article III of the Original Indenture and this Section 3.01, the 2048 Notes may not be redeemed prior to the Maturity Date; provided however, that, to the extent any provision of Article Three of this Supplemental Indenture is inconsistent with Article III of the Original Indenture, the provisions of Article Three of this Supplemental Indenture shall supersede the provisions of Article III of the Original Indenture with respect to the 2048 Notes (but not any other series of Notes). Prior to the Par Call Date, the Company shall have the right to redeem the 2048 Notes, at its option, at any time 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 2048 Notes being redeemed;
- and
- (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2048 Notes being redeemed that would be due if the 2048 Notes 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 2048 Notes being redeemed to, but excluding, the redemption date.

On or after the Par Call Date, the Company shall have the right to redeem the 2048 Notes, 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 2048 Notes being redeemed, plus accrued and unpaid interest on the principal amount of the 2048 Notes being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, installments of interest on the 2048 Notes 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 Holders as of the close of business on the relevant Regular Record Date.

Notice of redemption to each Holder of 2048 Notes to be redeemed as a whole or in part shall be given by the Trustee, in the manner provided in Section 15.10 of the Original Indenture, no less than 10 or more than 60 days prior to the date fixed for redemption. Any notice which is given in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Noteholder receives the notice. In any case, failure duly to give such notice, or any defect in such notice, to the Holder of any 2048 Note designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other 2048 Note.

## ARTICLE FOUR

### Miscellaneous Provisions

Section 4.01. The Original Indenture, as supplemented by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 4.02. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 4.03. THIS SUPPLEMENTAL INDENTURE AND EACH 2048 NOTE SHALL BE GOVERNED BY AND DEEMED TO BE A CONTRACT MADE UNDER, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

Section 4.04. 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.

Section 4.05. In case any provision in this Supplemental Indenture or the 2048 Notes 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.

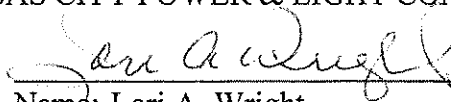
Section 4.06. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the proper authorization or due execution hereof or of the 2048 Notes by the Company or as to the validity or sufficiency of this Supplemental Indenture or the 2048 Notes. The Trustee shall not be accountable for the use or application by the Company of the 2048 Notes or the proceeds of the 2048 Notes. All of the rights, protections, benefits, immunities and indemnities afforded or given to the Trustee pursuant to the Original Indenture shall apply to and be enforceable by the Trustee acting in each of its capacities relating to the 2048 Notes and pursuant to this Supplemental Indenture *mutatis mutandi* as if set forth and incorporated herein. The Trustee is acting hereunder, not in its individual capacity, but solely in its capacity as Trustee, Note Registrar and paying agent for the 2048 Notes under the Indenture.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

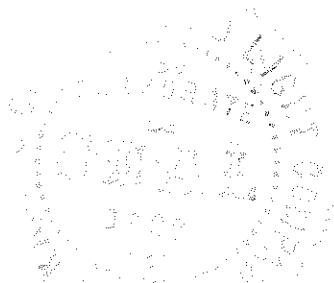
KANSAS CITY POWER & LIGHT COMPANY

By



Name: Lori A. Wright

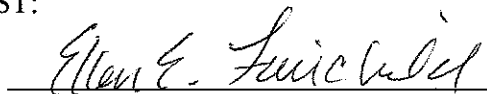
Title: Vice President – Corporate Planning,  
Investor Relations and Treasurer



[CORPORATE SEAL]

ATTEST:

By:



Name: Ellen E. Fairchild

Title: Vice President, Chief Compliance  
Officer and Corporate Secretary

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Trustee

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed 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

[CORPORATE SEAL]

ATTEST:

By:

\_\_\_\_\_  
Name: Ellen E. Fairchild

Title: Vice President, Chief Compliance  
Officer and Corporate Secretary

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Trustee

By

  
\_\_\_\_\_  
Name: Valere Boyd

Title: Vice President

STATE OF MISSOURI     )  
                                      )  
COUNTY OF JACKSON    )     ss.

On the 1st day of March, 2018, before me personally came Lori A. Wright, to me known, who, being by me duly sworn, did depose and say that she is Vice President – Corporate Planning, Investor Relations and Treasurer of KANSAS CITY POWER & LIGHT COMPANY, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

[NOTARIAL SEAL]



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

Annette G. Carter  
Notary Public

STATE OF MISSOURI       )  
                                      )  
COUNTY OF JACKSON    )       ss.

On the 1st day of March, 2018, before me personally came Ellen E. Fairchild, to me known, who, being by me duly sworn, did depose and say that she is Vice President, Chief Compliance Officer and Corporate Secretary of KANSAS CITY POWER & LIGHT COMPANY, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

[NOTARIAL SEAL]



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

Annette G. Carter  
Notary Public

**Exhibit A**

[FORM OF NOTE]

[Global Note]

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

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 PAYMENTS 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**

**4.20% Notes due 2048**

Interest Rate: 4.20% per annum

Principal Sum \$300,000,000

Maturity Date: March 15, 2048

CUSIP No. 485134 BR0

Registered Holder: \_\_\_\_\_

KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (hereinafter called the "*Company*", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to the registered Holder named above or registered assigns, on the maturity date stated above, the principal sum stated above and to pay interest thereon from March 1, 2018, or from the most recent Interest Payment Date to which interest has been duly paid or provided for, initially on September 15, 2018, and thereafter semi-annually on March 15 and September 15 of each year, at the interest rate stated above, until the date on which payment of such principal sum has been made or duly provided for. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Note is registered at the close of business on the fifteenth calendar day prior to such Interest Payment Date (whether or not such day is a Business Day), except as otherwise provided in the Indenture.

The principal and interest payments on this Note will be made by the Company to the registered Holder named above. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legally tender for payment of public and private debts.

This Note is one of a duly authorized issue of notes of the Company (herein called the “Notes”), issued under an Indenture, dated as of May 1, 2007, as supplemented by Supplemental Indenture No. 7, dated as of March 1, 2018 (herein called the “Indenture,” which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture). Reference is made to the Indenture and any supplemental indenture thereto for the provisions relating, among other things, to the respective rights of the Company, the Trustee and the Holders of the Notes, and the terms on which the Notes are authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to \$300,000,000; *provided, however*, that the authorized aggregate principal amount of the Notes may be increased above such amount by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must rank equally and ratably with, and have the same interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as, the Notes. Any additional notes, together with the Notes, will constitute a single series of Notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes, such additional notes will be issued under a separate CUSIP number.

Prior to the Par Call Date, the Company shall have the right to redeem the Notes, at its option, at any time 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 Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 Notes being redeemed to, but excluding, the redemption date.

On or after the Par Call Date, the Company shall have the right to redeem the Notes, 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 Notes being redeemed, plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date.

For purposes of determining the redemption price:

“*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 Notes to be redeemed (assuming, for this purpose, that the Notes 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 Notes.

“*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 such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

*“Par Call Date”* means September 15, 2047.

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

*“Reference Treasury Dealer”* means (1) each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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.

The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of this Note and (ii) the Company’s obligations under the Indenture and this Note with respect to certain covenants and related Events of Default, upon compliance by the Company with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the securities at the time Outstanding of all series to be affected, considered as one class. The Indenture contains provisions permitting the Holders of a majority in aggregate principal amount of the securities of any series at the time Outstanding, on behalf of the Holders of all securities of such series, to waive certain past defaults or Events of Default under the Indenture, and their consequences. Any such consent or waiver by the Holder of this Note shall

be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued in exchange, substitution or upon the registration or transfer hereof, irrespective of whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein provided.

This Note is issuable as a registered Note only, in the minimum denomination of \$2,000 and integral multiples of \$1,000 in excess thereof.

As provided in the Indenture, this Note is transferable by the registered Holder hereof in person or by his attorney duly authorized in writing on the books of the Company at the office or agency to be maintained by the Company for that purpose. Upon any registration of transfer, a new registered Note or Notes, of authorized denomination or denominations, and in the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Company, the Trustee, any paying agent and any Authenticating Agent may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of the principal of (and premium, if any) and interest on this Note as herein provided and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Authenticating Agent 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 Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator or against any past, present or future stockholder, officer or member of the Board of Directors, as such, of the Company, whether by virtue of any constitution, state or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be governed by and deemed to be a contract made under, and construed in accordance with, the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.

All terms used in this Note which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture.

This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until the certificate of authentication on the face hereof is manually signed by the Trustee.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by the manual or facsimile signatures of the Senior Vice President – Finance and Strategy and Chief Financial Officer and the Vice President – Corporate Planning, Investor Relations and Treasurer of the Company, and a facsimile of its corporate seal to be affixed or reproduced hereon.

KANSAS CITY POWER & LIGHT COMPANY

By: \_\_\_\_\_  
Name:  
Title:

(SEAL)

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

TRUSTEE'S CERTIFICATE OF  
AUTHENTICATION

This is one of the Notes of the series designated  
herein issued under the Indenture described herein.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated: \_\_\_\_\_

---

**From:** Jim Gilligan  
**Sent:** Friday, February 23, 2018 10:54 AM  
**To:** gerrit.jepsen@spglobal.com  
**Cc:** william.hernandez@spglobal.com  
**Subject:** FW: Rating agencies  
**Attachments:** KCP&L - Preliminary Prospectus Supplement Proof.pdf  
  
**Importance:** High

Per our discussion, attached is the Preliminary Prospectus Supplement for our proposed offering.

Jim

**James P. Gilligan, CTP, FP&A**  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

-----Original Message-----

From: Jamieson, Patrick C. [mailto:PJamieson@hunton.com]  
Sent: Friday, February 23, 2018 9:52 AM  
To: Leah Huddleston <Leah.Huddleston@kcpl.com>  
Cc: Jim Gilligan <Jim.Gilligan@kcpl.com>; Kwon, S. Christina <CKwon@hunton.com>  
Subject: RE: Rating agencies

This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.

---

Please feel free to send the attached near final version of the pro supp.

Best,

Patrick

Patrick Jamieson  
Associate  
pjamieson@hunton.com  
p 212.309.1049  
f 212.309.1814

Hunton & Williams LLP  
200 Park Avenue  
53rd Floor  
New York, NY 10166  
www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.



This preliminary prospectus supplement relates to an effective registration statement under the Securities Act of 1933, as amended, but is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not offers to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

**Subject to Completion**  
**Preliminary Prospectus Supplement dated February 26, 2018**

PRELIMINARY PROSPECTUS SUPPLEMENT  
(To Prospectus dated September 27, 2016)



# Kansas City Power & Light Company

## % Notes due

Kansas City Power & Light Company is offering \$ \_\_\_\_\_ aggregate principal amount of \_\_\_\_\_ % Notes due \_\_\_\_\_ (the “Notes”). The per annum interest rate on the Notes will be \_\_\_\_\_. Interest on the Notes will be payable semi-annually in arrears on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018. The Notes will mature on \_\_\_\_\_. The Notes 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 Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes will be senior unsecured obligations of Kansas City Power & Light Company exclusively and will rank equally with any existing and future senior unsecured indebtedness of Kansas City Power & Light Company. The Notes will not be listed on any securities exchange or included in any automated dealer quotation system. Currently, there is no public market for the Notes.

**Investing in the Notes involves risks that are described in the sections entitled “Risk Factors” beginning on page S-9 of this prospectus supplement and page 5 of the accompanying prospectus.**

	Price to Public <sup>(1)</sup>	Underwriting Discount	Proceeds to Kansas City Power & Light Company Before Expenses
Per Note .....	%	%	%
Total Notes .....	\$	\$	\$

(1) Plus accrued interest from March \_\_\_\_\_, 2018, 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 Notes 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 \_\_\_\_\_, 2018.

### Joint Book-Running Managers

**BofA Merrill Lynch      J.P. Morgan      MUFG      Wells Fargo Securities**

### Co-Managers

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

Prospectus Supplement dated February \_\_\_\_\_, 2018



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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 September 27, 2016, 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 Notes 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.

Before you invest in the Notes, 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 and our parent company, Great Plains Energy Incorporated (“Great Plains Energy”), separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture (as defined herein) or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes 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

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” 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 supplement and in our other filings with the SEC. These risks and



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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 supplement. 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, Great Plains Energy and the Company;
- 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 the Company 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;



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- 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.

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, 2017, 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>). You may read and copy such material at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus supplement 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 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") (excluding information deemed to be furnished and not filed with the SEC), until this offering of the Notes is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 21, 2018; and
- Our Current Reports on Form 8-K dated January 12, 2018 and filed with the SEC on January 12, 2018; and dated February 13, 2018 and filed with the SEC on February 20, 2018.

We and our parent company, Great Plains Energy, separately filed the combined Annual Report on Form 10-K and the Current Report on Form 8-K listed above. However, the information contained in those combined reports 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 Great Plains Energy on its behalf, and the information contained in those 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 Great Plains Energy and its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy 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 Notes 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 Notes described in this prospectus supplement and the accompanying prospectus.

Our website is [www.kcpl.com](http://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, 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.



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**The Offering**

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

<b>Issuer</b> .....	Kansas City Power & Light Company
<b>Notes Offered</b> .....	We are offering \$            aggregate principal amount of            % Notes due            .
<b>Maturity Date</b> .....	The Notes will mature on            .
<b>Interest</b> .....	The per annum interest rate on the Notes will be            %.
<b>Interest Payment Dates</b> .....	Interest on the Notes will be payable semi-annually in arrears on            and            of each year, beginning on            , 2018.
<b>Ranking</b> .....	The Notes will be our senior unsecured obligations exclusively. They will rank equal in right of payment with our existing and future senior unsecured indebtedness and will be senior in right of payment to any existing and future subordinated indebtedness. The Notes will be effectively subordinated to all of our existing and any future secured indebtedness, including our general mortgage bonds, to the extent of the collateral securing that indebtedness, and to all existing and future liabilities, including trade payables, of our subsidiaries. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).
<b>Optional Redemption</b> .....	<p>We will have the right to redeem the Notes at any time prior to (the date that is            months prior to the maturity date of the Notes (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 Notes being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 basis points, plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See "Description of the Notes — Optional Redemption" in this prospectus supplement.</p> <p>We will have the right to redeem the Notes, at any time on or after the Par Call Date, in whole or from time to time in part, at our</p>



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option, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

<b>Form of Notes</b> .....	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.
<b>Further Issuances</b> .....	We may create and issue additional notes ranking equally and ratably with, and having the same terms (except for the price to public, the issue date and the first interest payment date, as applicable), as the Notes offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.
<b>Use of Proceeds</b> .....	The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.
<b>Risk Factors</b> .....	See “Risk Factors” beginning on page S-9 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 Notes.
<b>No Listing of the Notes</b> .....	We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system.
<b>Governing Law</b> .....	The Indenture and the Notes will be governed by New York law.
<b>Trustee</b> .....	The Bank of New York Mellon Trust Company, N.A.



### Summary Consolidated Financial Data

The following consolidated summary financial data for the years ended December 31, 2015 through December 31, 2017 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,		
	2017	2016	2015
	(\$ in millions)		
<b>Income Statement Data</b>			
Operating revenues .....	\$1,890.7	\$1,875.4	\$1,713.8
Operating expenses .....	1,447.0	1,393.3	1,349.8
Operating income .....	\$ 443.7	\$ 482.1	\$ 364.0
Net income .....	\$ 179.8	\$ 225.0	\$ 152.8
<b>Cash Flow Data:</b>			
Net cash from operating activities .....	\$ 610.9	\$ 623.3	\$ 481.3
Net cash from investing activities .....	(471.0)	(451.5)	(551.0)
Net cash from financing activities .....	(142.2)	(169.6)	69.3
<b>Other Financial Data:</b>			
Depreciation and amortization .....	\$ 266.3	\$ 247.5	\$ 235.7
Amortization of:			
Nuclear fuel .....	32.1	26.6	26.8
Other .....	30.2	33.9	29.1
Utility capital expenditures .....	(437.7)	(418.8)	(518.3)



## RISK FACTORS

*An investment in the Notes 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 Notes. 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, 2017 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. As used in this section, “we,” “our,” “us” and the “Company” refer to Kansas City Power & Light Company and not to any of its subsidiaries.*

### **Indebtedness — Our indebtedness could adversely affect our ability to fulfill our obligations under the Notes.**

Our consolidated indebtedness and debt service obligations are significant. Our consolidated interest expense was \$138.8 million for the year ended December 31, 2017. As of December 31, 2017, our total consolidated long-term debt, including current maturities, was \$2.6 billion, excluding unused commitments and 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 the credit agreement that governs our senior unsecured revolving credit facility and in any other agreements under which we incur debt.

The Indenture does not limit the amount of secured or unsecured debt that we may incur. As described more fully under “Description of Notes – Ranking” in the accompanying prospectus, pursuant to insurance policies and related agreements with respect to two series of our tax-exempt bonds, we have agreed with the issuer of such insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded certain thresholds. In September 2015, we repurchased these tax-exempt bonds and they are currently held by us.

The covenants contained in the Indenture do not afford the holders of Notes any protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders.

Our debt could have important consequences to holders of the Notes, 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 requirements;
- if prevailing interest rates increase, our interest expense could increase because any borrowings under our senior unsecured revolving credit facility 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.



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**Unsecured Obligations — Because the Notes are not secured and are effectively subordinated to the rights of secured creditors, the Notes will be subject to the prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the Notes.**

The Notes are senior unsecured obligations and will rank equally with any future unsecured and unsubordinated debt and will be effectively junior to our existing secured debt and any future secured debt we may incur. The Indenture does not limit the amount of unsecured debt that we may incur or restrict us from entering into sale and leaseback transactions. In general, the Indenture also does not limit the amount of secured debt that we may incur. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).

Our assets and those of our subsidiaries which secure our existing or future secured debt will be subject to prior claims by our and their respective secured creditors. In the event of our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up, assets that secure debt will be available to pay obligations on the Notes only after all debt secured by those assets has been repaid in full. Holders of the Notes will participate in any remaining assets ratably with all of our unsecured and unsubordinated creditors, including trade creditors. If we incur any additional obligations that rank equally with the Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Notes in any proceeds distributed upon our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up. This may have the effect of reducing the amount of proceeds paid to holders of the Notes. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the Notes then outstanding would remain unpaid.

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

As described in more detail under “Where You Can Find More Information,” we and our parent company, Great Plains Energy, separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes or otherwise.

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

We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system. We cannot assure holders of the Notes that any liquid market for the Notes will ever develop or be maintained. The underwriters have advised us that they currently intend to make a market in the Notes following this offering. However, the underwriters have no obligation to make a market in the Notes 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 Notes, holders’ ability to sell their Notes or the price at which holders will be able to sell their Notes. Future trading prices of the Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Notes 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 Notes;
- the outstanding amount of the Notes;
- the terms related to optional redemption of the Notes; and
- the level, direction and volatility of market interest rates generally.



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 Great Plains Energy and its subsidiaries (other than KCP&L and its subsidiaries), even though Great Plains Energy is not guaranteeing the Notes and is not generally obligated to provide credit support to us. Holders of Notes 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 Notes.

**RATIO OF EARNINGS TO FIXED CHARGES**

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Year Ended December 31,				
2017	2016	2015	2014	2013
3.05	3.30	2.57	2.69	2.76

For purposes of computing the ratio of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.



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 \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.



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**DESCRIPTION OF THE NOTES**

*The following description of the particular terms of the Notes supplements and, to the extent inconsistent therewith, replaces the description of the general terms and provisions of the Notes set forth in the accompanying prospectus under "Description of Notes," 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 Indenture. As used in this section, the terms "we," "us," "our" and "KCP&L" refer to Kansas City Power & Light Company only and not to its subsidiaries or other affiliates.*

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

**General**

The Notes constitute a single series of debt securities to be issued pursuant to an indenture, dated as of May 1, 2007, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as Trustee (the "Trustee"), as to be supplemented by a supplemental indenture establishing the terms of the Notes (as so supplemented, the "Indenture"). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes will initially be limited to \$ \_\_\_\_\_ aggregate principal amount and will mature on \_\_\_\_\_.

The Notes 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 \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018, to the persons in whose names the Notes are registered at the close of business on the fifteenth calendar day prior to such interest payment date, 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 (and for any partial periods shall be calculated on the basis of the number of days elapsed in a 360-day year of twelve 30-day months). If any date on which interest is payable on the Notes 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 Notes, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

The Notes will be direct unsecured obligations of KCP&L exclusively, and not the obligation of any of our subsidiaries or affiliates. The Notes will (i) rank equally with our existing and future senior unsecured indebtedness, (ii) be effectively subordinated (with respect to underlying collateral) to any secured indebtedness now outstanding or that we may incur in the future, and (iii) be structurally subordinated to all indebtedness of our subsidiaries.

The Notes 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 \$ \_\_\_\_\_ aggregate principal amount of the Notes. Subject to the terms of the Indenture, we may, at any time, without consent of the holders of the Notes, issue additional notes 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 Notes being offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.



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**Optional Redemption**

We will have the right to redeem the Notes at any time prior to \_\_\_\_\_ (the date that is \_\_\_\_\_ months prior to the maturity date of the Notes (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 Notes being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 \_\_\_\_\_ basis points,

plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. Notwithstanding the foregoing, installments of interest on Notes 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 Notes and the Indenture.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes 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 Notes to be redeemed (assuming, for this purpose, that the Notes 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 Notes.

“*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 the Reference Treasury Dealer appointed by us.

“*Reference Treasury Dealer*” means:

- each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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.



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*“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 given at least 10 days but not more than 60 days before the redemption date to each holder of the Notes 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 Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the particular Notes or portions of such Notes to be redeemed will be selected by DTC in such manner as it shall determine.

Notwithstanding the foregoing, any notice of redemption at our option may state that such redemption will be conditional upon receipt by the 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 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.

#### **No Guarantees**

The Notes are not guaranteed by our parent company, Great Plains Energy, 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture or complying with any other obligation under the Indenture or the Notes or otherwise.

#### **Book-Entry System**

Upon issuance, the Notes will be represented by one or more global securities deposited with, or on behalf of, DTC, as depositary. The global securities representing the Notes 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 Notes will not be issuable in definitive form. So long as the Notes are represented by one or more global securities, the depositary or its nominee will be considered the sole owner or holder of such Notes for all purposes under the Indenture, and the beneficial owners of such Notes 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 Trustee that it intends to follow such procedures with respect to the Notes. 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 Notes 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 Notes 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 Notes 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.



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**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 Notes. Because this section is a summary, it does not address all aspects of taxation that may be relevant to a particular holder of the Notes 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 Notes 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 Notes through a non-U.S. broker or other non-U.S. intermediary; 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 Notes 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 Notes for cash, at their original issue price, and does not discuss the tax consequences for subsequent purchasers of the Notes. 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 Notes, 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 Notes (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 Notes.

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 Notes 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 Notes 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 Notes 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 Notes 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 Notes

A U.S. holder will generally recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Note. 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 Note (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 Note. The U.S. holder’s adjusted tax basis in a Note generally will be the price the U.S. holder paid for the Note. Any such gain or loss on a taxable disposition of a Note, 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 Note 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 Notes, 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 Notes.

## 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 Notes 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 Notes 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 Notes*

Subject to the discussions below concerning backup withholding and FATCA withholding, payments of interest on a Note 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 Note is a Non-U.S. holder; or
- from a securities clearing organization, bank or other financial institution that holds the Notes 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 Notes through "qualified intermediaries" within the meaning of U.S. federal income tax laws.

If interest on a Note 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 Notes. We will not be obligated to make any "gross up" or additional payments in respect of amounts withheld on the Notes 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.



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***Sale, Exchange or Other Taxable Disposition of Notes***

Subject to the discussions of backup withholding and FATCA withholding below, any gain realized by a Non-U.S. holder on the sale, exchange, redemption, retirement or other disposition of a Note 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 Notes) exceed capital losses allocable to U.S. sources.

Gain realized on a disposition of a Note will not include amounts that represent accrued but unpaid interest, which will be treated as described under "—Payments on the Notes."

***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 Note and the payment of proceeds from the sale of a Note, 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 (i) interest on the Notes and (ii) the gross proceeds (including the return of principal) from the disposition, including a redemption or retirement, of the Notes occurring on or after January 1, 2019. 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 Note 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 Notes 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 Notes should consult their own tax advisors regarding the application of FATCA to the purchase, ownership and disposition of Notes 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 J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. and Wells Fargo Securities, LLC 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 Notes that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of Notes</u>
J.P. Morgan Securities LLC .....	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated .....	
MUFG Securities Americas Inc. ....	
Wells Fargo Securities, LLC .....	
MFR Securities, Inc. ....	
The Williams Capital Group, L.P. ....	
Total .....	\$

The underwriters are offering the Notes subject to their acceptance of the Notes 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 Notes offered hereby are subject to certain conditions. The underwriting agreement provides that the underwriters are obligated to purchase all of the Notes, if any are purchased.

The Notes 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 % of the aggregate principal amount of the Notes. The underwriters may allow, and those dealers may realow, a discount not in excess of % of the aggregate principal amount of the Notes to certain other dealers. If the Notes 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 Notes 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 Notes:

	<u>Paid by Us</u>
Per Note .....	%
Total .....	\$

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

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

In connection with the offering of the Notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the underwriters may overalloc in connection



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with the offering of the Notes, creating syndicate short positions. In addition, the underwriters may bid for and purchase Notes in the open market to cover syndicate short positions or to stabilize the price of the Notes. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Notes in this offering if the syndicate repurchases previously distributed Notes in syndicate covering transactions, stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market prices of the Notes 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.

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 revolving credit agreements entered into separately with Great Plains Energy, KCP&L and GMO. 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 Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes 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.

The net proceeds from this offering will be used to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018 (the “6.375% Notes”). See “Use of Proceeds.” To the extent any of the underwriters or their affiliates owns some of the 6.375% Notes on the date of such repayment, such party would receive a portion of the net proceeds from this offering. Accordingly, any such underwriter may have a conflict of interest, in that it has an interest in this offering beyond the underwriting discount it receives in connection with this offering.

### **T+3 Settlement Cycle**

We expect that delivery of the Notes will be made against payment therefor on the third business day after the date specified on the cover page of this prospectus supplement (such settlement being referred to as “T+3”). Pursuant to Rule 15c6-1 under the Exchange Act, 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 Notes on the date of this prospectus supplement will be required, by virtue of the fact that the Notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of this prospectus supplement should consult their own advisors.



## Selling Restrictions

### *Notice to Prospective Investors in Canada*

The Notes 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 Notes 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 Notes 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"); (ii) a customer within the meaning of Directive 2002/92/EC, 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, 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 Notes or otherwise making them available to retail investors in the EEA has been prepared, and therefore offering or selling the Notes 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 Notes 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 Notes. 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 Notes 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 Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571,



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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 Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes 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 Notes 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 Notes 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 Singapore***

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

#### ***Notice to Prospective Investors in Taiwan***

The Notes 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 Notes in Taiwan.

#### ***Notice to Prospective Investors in Switzerland***

The Notes 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 Notes.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the Company or the Notes 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 Notes will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of Notes 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 Notes.

#### ***Notice to Prospective Investors in the United Arab Emirates***

The offering of the Notes 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 Notes 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 Notes 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 Notes will be passed upon for us by Heather A. Humphrey, our General Counsel and Senior Vice President — Corporate Services, and Hunton & Williams 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 February 20, 2018, Ms. Humphrey owned beneficially a number of shares of Great Plains Energy’s common stock, including restricted stock, and performance shares which may be paid in shares of Great Plains Energy common stock at a later date based on Great Plains Energy’s performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy.

#### **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 of Kansas City Power & Light Company and subsidiaries for the year ended December 31, 2017, 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.



PROSPECTUS

# KANSAS CITY POWER & LIGHT COMPANY

## Notes General Mortgage Bonds

**These securities are not obligations of, nor guaranteed by, Great Plains Energy Incorporated, 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 offering and the terms of these securities in one or more supplements to this prospectus. The supplements may also add, update or change 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” beginning 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 September 27, 2016.



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**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission, or 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.

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement, or in any free writing prospectus. 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 and Great Plains Energy Incorporated (“Great Plains Energy”), our parent company, separately file combined annual, quarterly and current reports. 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 Great Plains Energy or its subsidiaries (other than the information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in any securities offered hereby. The securities are not guaranteed by Great Plains Energy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or to advance funds to us for the purpose of paying the principal of, or premium, if any, and 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, except as expressly stated or if the context requires otherwise, not any of its subsidiaries.



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**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 described or referred to under the heading “Risk Factors” in this prospectus, in any prospectus supplement, and in our other SEC filings. 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 the Company and Great Plains Energy;
- 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 the Company 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 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.



KANSAS CITY POWER & KCP&L PROS SUPP	Donnelley Financial START PAGE	ADGP64RS04 12.6.28	ADG pf_end HOU	21-Feb-2018 01:47 EST	501003 TXB 4	2*
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### KANSAS CITY POWER & LIGHT COMPANY

Kansas City Power & Light Company (“KCP&L”) is an integrated, regulated electric utility, headquartered in Kansas City, Missouri, that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2014, we served approximately 520,700 customers located in western Missouri and eastern Kansas. Our customers included approximately 459,000 residences, 59,600 commercial firms, and 2,100 industrials, municipalities and other electric utilities as of December 31, 2014. Our retail revenues averaged approximately 87% 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.



### 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, 2014, which is incorporated by reference into this prospectus; and
- documents we file with the SEC after the date of this prospectus and which are deemed incorporated by reference into this prospectus.



### RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Fiscal Years Ended December 31,				
2014	2013	2012	2011	2010
2.69	2.76	2.58	2.52	2.86

For purposes of computing the ratios of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt, amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.



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.



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## 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 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602.

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 December 31, 2014, our aggregate outstanding debt that would have ranked equally with the notes was approximately \$2,078.2 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. 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 December 31, 2014, there was approximately \$596.4 million aggregate principal amount of mortgage bonds outstanding. We have agreed with the issuer of certain bond insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded 75%. Additionally, if the long term rating for such mortgage bonds by Standard & Poor’s or Moody’s Investors Service 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 secured debt to total indebtedness exceeded 50%. At December 31, 2014, the proportion of secured debt to total indebtedness was approximately 22%.



### 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 depository 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, if any, 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 interest and premium, if any, 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 trustees 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) with respect to notes of any series notwithstanding our prior exercise of our covenant defeasance option under paragraph (2). If we exercise our defeasance option under paragraph (1) 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**

As of December 31, 2014, The Bank of New York Mellon Trust Company, N.A., which is the trustee under the Indenture, and its affiliates were the trustees for \$1,916.3 million of our secured and unsecured debt (including Environmental Improvement Revenue debt and Environmental Improvement Revenue Refunding debt issued by certain governmental entities) and \$737.5 million of the unsecured debt of Great Plains Energy Incorporated under several separate indentures. In addition, an affiliate of The Bank of New York Mellon Trust Company, N.A. is one of the lenders under separate credit agreements with us, our parent and an affiliate and is the trustee under our nuclear decommissioning fund trust. Affiliates of The Bank of New York Mellon Trust Company, N.A. also perform other services for, and transact other banking business with, our affiliates and us in the normal course and may do so in the future. The Indenture provides that our obligations to compensate the trustee and reimburse the trustee for expenses, disbursements and advances will be secured by a lien prior to that of the notes upon the property and funds held or collected by the trustee as such, except funds held in trust for the benefit of the holders of particular notes.

### **Governing Law**

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



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**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.



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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

As of December 31, 2014, the Mortgage Trustee was the trustee for \$400.0 million of mortgage bonds issued under the Mortgage Indenture. In addition, the Company and its affiliates maintain general banking accounts with the Mortgage Trustee. The Mortgage Trustee is also one of the lenders under separate credit agreements with us, our parent and one of our affiliates.

The Mortgage Indenture provides that the holders of a majority in principal amount of the outstanding mortgage bonds have the right to require the Mortgage Trustee to take certain action on behalf of the bondholders, but under certain circumstances the Mortgage Trustee may decline to follow such directions or to exercise certain of its powers. (*Mortgage Indenture Section 12.05.*) Prior to taking any such action the Mortgage Trustee is entitled to indemnity satisfactory to the Mortgage Trustee against costs, expenses and liabilities which may be incurred in the course of such action. (*Mortgage Indenture Section 12.16.*) This right does not, however, impair the absolute right of any holder of mortgage bonds to enforce payment of the principal of, or premium, if any, and interest on such mortgage bonds when due. (*Mortgage Indenture Section 12.23.*) The Company has the right to remove the Mortgage Trustee and appoint a successor Mortgage Trustee not more frequently than once in any ten-year period. (*Mortgage Indenture Section 14.18.*)



### 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 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 its participants are on file with the SEC. More information about DTC can be found at [www.dtcc.com](http://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, distributions, 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



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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, distributions, interest and premium, if any, 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 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.



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## LEGAL MATTERS

Legal matters with respect to the securities offered under this prospectus will be passed upon for us by Jaileah X. Huddleston, Assistant Secretary and Corporate Counsel—Securities and Finance and Hunton & Williams LLP. Davis Polk & Wardwell LLP will pass on certain matters for the underwriters, dealers, purchasers, or agents. At February 13, 2015, Ms. Huddleston owned beneficially a number of shares of common stock of Great Plains Energy Incorporated, including restricted stock, and performance shares which may be paid in shares of common stock at a later date based on Great Plains Energy Incorporated's performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy Incorporated.

## EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus by reference from Kansas City Power & Light Company's Annual Report on Form 10-K for the year ended December 31, 2014, 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 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>). You may read and copy such material at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with them. 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 Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (excluding information deemed to be furnished and not filed with the SEC) until the offering of the securities described in this prospectus is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 25, 2015;
- Our Current Reports on Form 8-K dated January 2, 2015 and filed with the SEC on January 2, 2015; and February 10, 2015 and filed with the SEC on February 17, 2015.

We and our parent company, Great Plains Energy Incorporated, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports relating solely to our parent and its subsidiaries (other than KCP&L and its consolidated subsidiaries) was separately filed by Great Plains Energy Incorporated on its behalf, and the information contained in those 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 the information relating to Great Plains Energy Incorporated and its subsidiaries (other than KCP&L and its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy Incorporated 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](http://www.kcpl.com). Information contained on our website is not incorporated herein. We make available, free of charge, on or through 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 Securities Exchange Act of 1934, as amended 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.



\$



# Kansas City Power & Light Company

% Notes due

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## PROSPECTUS SUPPLEMENT

February , 2018

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*Joint Book-Running Managers*

**BofA Merrill Lynch    J.P. Morgan    MUFG    Wells Fargo Securities**

*Co-Managers*

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

---

**From:** Jim Gilligan  
**Sent:** Friday, February 23, 2018 10:58 AM  
**To:** Robert Petrosino ("Robert Petrosino" <robert.petrosino@moodys.com>)  
**Subject:** Pro Supp  
**Attachments:** KCP&L - Preliminary Prospectus Supplement Proof.pdf

**Importance:** High

Per my voice mail and our previous discussion, attached is the Preliminary Prospectus Supplement for our proposed offering.

Jim

**James P. Gilligan, CTP, FP&A**  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

-----Original Message-----

From: Jamieson, Patrick C. [<mailto:PJamieson@hunton.com>]  
Sent: Friday, February 23, 2018 9:52 AM  
To: Leah Huddleston <[Leah.Huddleston@kcpl.com](mailto:Leah.Huddleston@kcpl.com)>  
Cc: Jim Gilligan <[Jim.Gilligan@kcpl.com](mailto:Jim.Gilligan@kcpl.com)>; Kwon, S. Christina <[CKwon@hunton.com](mailto:CKwon@hunton.com)>  
Subject: RE: Rating agencies

This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.

---

Please feel free to send the attached near final version of the pro supp.

Best,

Patrick

Patrick Jamieson  
Associate  
[pjamieson@hunton.com](mailto:pjamieson@hunton.com)  
p 212.309.1049  
f 212.309.1814

Hunton & Williams LLP  
200 Park Avenue  
53rd Floor  
New York, NY 10166

[www.hunton.com](http://www.hunton.com)

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.



This preliminary prospectus supplement relates to an effective registration statement under the Securities Act of 1933, as amended, but is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not offers to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

**Subject to Completion**  
**Preliminary Prospectus Supplement dated February 26, 2018**

PRELIMINARY PROSPECTUS SUPPLEMENT  
(To Prospectus dated September 27, 2016)



# Kansas City Power & Light Company

## % Notes due

Kansas City Power & Light Company is offering \$ \_\_\_\_\_ aggregate principal amount of \_\_\_\_\_ % Notes due \_\_\_\_\_ (the “Notes”). The per annum interest rate on the Notes will be \_\_\_\_\_. Interest on the Notes will be payable semi-annually in arrears on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018. The Notes will mature on \_\_\_\_\_. The Notes 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 Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes will be senior unsecured obligations of Kansas City Power & Light Company exclusively and will rank equally with any existing and future senior unsecured indebtedness of Kansas City Power & Light Company. The Notes will not be listed on any securities exchange or included in any automated dealer quotation system. Currently, there is no public market for the Notes.

**Investing in the Notes involves risks that are described in the sections entitled “Risk Factors” beginning on page S-9 of this prospectus supplement and page 5 of the accompanying prospectus.**

	Price to Public <sup>(1)</sup>	Underwriting Discount	Proceeds to Kansas City Power & Light Company Before Expenses
Per Note .....	%	%	%
Total Notes .....	\$	\$	\$

(1) Plus accrued interest from March \_\_\_\_\_, 2018, 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 Notes 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 \_\_\_\_\_, 2018.

### Joint Book-Running Managers

**BofA Merrill Lynch      J.P. Morgan      MUFG      Wells Fargo Securities**

### Co-Managers

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

Prospectus Supplement dated February \_\_\_\_\_, 2018



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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 September 27, 2016, 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 Notes 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.

Before you invest in the Notes, 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 and our parent company, Great Plains Energy Incorporated (“Great Plains Energy”), separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture (as defined herein) or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes 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**

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” 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 supplement and in our other filings with the SEC. These risks and



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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 supplement. 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, Great Plains Energy and the Company;
- 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 the Company 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;



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- 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.

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, 2017, 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>). You may read and copy such material at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus supplement 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 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") (excluding information deemed to be furnished and not filed with the SEC), until this offering of the Notes is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 21, 2018; and
- Our Current Reports on Form 8-K dated January 12, 2018 and filed with the SEC on January 12, 2018; and dated February 13, 2018 and filed with the SEC on February 20, 2018.

We and our parent company, Great Plains Energy, separately filed the combined Annual Report on Form 10-K and the Current Report on Form 8-K listed above. However, the information contained in those combined reports 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 Great Plains Energy on its behalf, and the information contained in those 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 Great Plains Energy and its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy 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 Notes 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 Notes described in this prospectus supplement and the accompanying prospectus.

Our website is [www.kcpl.com](http://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



KANSAS CITY POWER & KCP&L PROS SUPP	Donnelley Financial	ADGP64RS28 12.6.28	ADG pf_end	21-Feb-2018 14:18 EST	501003 S 4	5*
			HOU	CLN	PS PMT	1C

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, 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.



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**The Offering**

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

<b>Issuer</b> .....	Kansas City Power & Light Company
<b>Notes Offered</b> .....	We are offering \$            aggregate principal amount of            % Notes due            .
<b>Maturity Date</b> .....	The Notes will mature on            .
<b>Interest</b> .....	The per annum interest rate on the Notes will be            %.
<b>Interest Payment Dates</b> .....	Interest on the Notes will be payable semi-annually in arrears on            and            of each year, beginning on            , 2018.
<b>Ranking</b> .....	The Notes will be our senior unsecured obligations exclusively. They will rank equal in right of payment with our existing and future senior unsecured indebtedness and will be senior in right of payment to any existing and future subordinated indebtedness. The Notes will be effectively subordinated to all of our existing and any future secured indebtedness, including our general mortgage bonds, to the extent of the collateral securing that indebtedness, and to all existing and future liabilities, including trade payables, of our subsidiaries. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).
<b>Optional Redemption</b> .....	<p>We will have the right to redeem the Notes at any time prior to (the date that is            months prior to the maturity date of the Notes (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 Notes being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 basis points, plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See "Description of the Notes — Optional Redemption" in this prospectus supplement.</p> <p>We will have the right to redeem the Notes, at any time on or after the Par Call Date, in whole or from time to time in part, at our</p>



	option, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.
<b>Form of Notes</b> .....	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.
<b>Further Issuances</b> .....	We may create and issue additional notes ranking equally and ratably with, and having the same terms (except for the price to public, the issue date and the first interest payment date, as applicable), as the Notes offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.
<b>Use of Proceeds</b> .....	The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.
<b>Risk Factors</b> .....	See “Risk Factors” beginning on page S-9 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 Notes.
<b>No Listing of the Notes</b> .....	We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system.
<b>Governing Law</b> .....	The Indenture and the Notes will be governed by New York law.
<b>Trustee</b> .....	The Bank of New York Mellon Trust Company, N.A.



### Summary Consolidated Financial Data

The following consolidated summary financial data for the years ended December 31, 2015 through December 31, 2017 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,		
	2017	2016	2015
	(\$ in millions)		
<b>Income Statement Data</b>			
Operating revenues .....	\$1,890.7	\$1,875.4	\$1,713.8
Operating expenses .....	1,447.0	1,393.3	1,349.8
Operating income .....	\$ 443.7	\$ 482.1	\$ 364.0
Net income .....	\$ 179.8	\$ 225.0	\$ 152.8
<b>Cash Flow Data:</b>			
Net cash from operating activities .....	\$ 610.9	\$ 623.3	\$ 481.3
Net cash from investing activities .....	(471.0)	(451.5)	(551.0)
Net cash from financing activities .....	(142.2)	(169.6)	69.3
<b>Other Financial Data:</b>			
Depreciation and amortization .....	\$ 266.3	\$ 247.5	\$ 235.7
Amortization of:			
Nuclear fuel .....	32.1	26.6	26.8
Other .....	30.2	33.9	29.1
Utility capital expenditures .....	(437.7)	(418.8)	(518.3)



## RISK FACTORS

*An investment in the Notes 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 Notes. 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, 2017 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. As used in this section, “we,” “our,” “us” and the “Company” refer to Kansas City Power & Light Company and not to any of its subsidiaries.*

### **Indebtedness — Our indebtedness could adversely affect our ability to fulfill our obligations under the Notes.**

Our consolidated indebtedness and debt service obligations are significant. Our consolidated interest expense was \$138.8 million for the year ended December 31, 2017. As of December 31, 2017, our total consolidated long-term debt, including current maturities, was \$2.6 billion, excluding unused commitments and 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 the credit agreement that governs our senior unsecured revolving credit facility and in any other agreements under which we incur debt.

The Indenture does not limit the amount of secured or unsecured debt that we may incur. As described more fully under “Description of Notes – Ranking” in the accompanying prospectus, pursuant to insurance policies and related agreements with respect to two series of our tax-exempt bonds, we have agreed with the issuer of such insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded certain thresholds. In September 2015, we repurchased these tax-exempt bonds and they are currently held by us.

The covenants contained in the Indenture do not afford the holders of Notes any protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders.

Our debt could have important consequences to holders of the Notes, 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 requirements;
- if prevailing interest rates increase, our interest expense could increase because any borrowings under our senior unsecured revolving credit facility 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.



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**Unsecured Obligations — Because the Notes are not secured and are effectively subordinated to the rights of secured creditors, the Notes will be subject to the prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the Notes.**

The Notes are senior unsecured obligations and will rank equally with any future unsecured and unsubordinated debt and will be effectively junior to our existing secured debt and any future secured debt we may incur. The Indenture does not limit the amount of unsecured debt that we may incur or restrict us from entering into sale and leaseback transactions. In general, the Indenture also does not limit the amount of secured debt that we may incur. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).

Our assets and those of our subsidiaries which secure our existing or future secured debt will be subject to prior claims by our and their respective secured creditors. In the event of our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up, assets that secure debt will be available to pay obligations on the Notes only after all debt secured by those assets has been repaid in full. Holders of the Notes will participate in any remaining assets ratably with all of our unsecured and unsubordinated creditors, including trade creditors. If we incur any additional obligations that rank equally with the Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Notes in any proceeds distributed upon our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up. This may have the effect of reducing the amount of proceeds paid to holders of the Notes. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the Notes then outstanding would remain unpaid.

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

As described in more detail under “Where You Can Find More Information,” we and our parent company, Great Plains Energy, separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes or otherwise.

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

We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system. We cannot assure holders of the Notes that any liquid market for the Notes will ever develop or be maintained. The underwriters have advised us that they currently intend to make a market in the Notes following this offering. However, the underwriters have no obligation to make a market in the Notes 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 Notes, holders’ ability to sell their Notes or the price at which holders will be able to sell their Notes. Future trading prices of the Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Notes 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 Notes;
- the outstanding amount of the Notes;
- the terms related to optional redemption of the Notes; and
- the level, direction and volatility of market interest rates generally.



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 Great Plains Energy and its subsidiaries (other than KCP&L and its subsidiaries), even though Great Plains Energy is not guaranteeing the Notes and is not generally obligated to provide credit support to us. Holders of Notes 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 Notes.

**RATIO OF EARNINGS TO FIXED CHARGES**

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Year Ended December 31,				
2017	2016	2015	2014	2013
3.05	3.30	2.57	2.69	2.76

For purposes of computing the ratio of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.



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 \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.



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**DESCRIPTION OF THE NOTES**

*The following description of the particular terms of the Notes supplements and, to the extent inconsistent therewith, replaces the description of the general terms and provisions of the Notes set forth in the accompanying prospectus under "Description of Notes," 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 Indenture. As used in this section, the terms "we," "us," "our" and "KCP&L" refer to Kansas City Power & Light Company only and not to its subsidiaries or other affiliates.*

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

**General**

The Notes constitute a single series of debt securities to be issued pursuant to an indenture, dated as of May 1, 2007, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as Trustee (the "Trustee"), as to be supplemented by a supplemental indenture establishing the terms of the Notes (as so supplemented, the "Indenture"). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes will initially be limited to \$ \_\_\_\_\_ aggregate principal amount and will mature on \_\_\_\_\_.

The Notes 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 \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018, to the persons in whose names the Notes are registered at the close of business on the fifteenth calendar day prior to such interest payment date, 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 (and for any partial periods shall be calculated on the basis of the number of days elapsed in a 360-day year of twelve 30-day months). If any date on which interest is payable on the Notes 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 Notes, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

The Notes will be direct unsecured obligations of KCP&L exclusively, and not the obligation of any of our subsidiaries or affiliates. The Notes will (i) rank equally with our existing and future senior unsecured indebtedness, (ii) be effectively subordinated (with respect to underlying collateral) to any secured indebtedness now outstanding or that we may incur in the future, and (iii) be structurally subordinated to all indebtedness of our subsidiaries.

The Notes 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 \$ \_\_\_\_\_ aggregate principal amount of the Notes. Subject to the terms of the Indenture, we may, at any time, without consent of the holders of the Notes, issue additional notes 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 Notes being offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.



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**Optional Redemption**

We will have the right to redeem the Notes at any time prior to (the date that is months prior to the maturity date of the Notes (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 Notes being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 basis points,

plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. Notwithstanding the foregoing, installments of interest on Notes 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 Notes and the Indenture.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes 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 Notes to be redeemed (assuming, for this purpose, that the Notes 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 Notes.

“*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 the Reference Treasury Dealer appointed by us.

“*Reference Treasury Dealer*” means:

- each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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.



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*“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 given at least 10 days but not more than 60 days before the redemption date to each holder of the Notes 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 Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the particular Notes or portions of such Notes to be redeemed will be selected by DTC in such manner as it shall determine.

Notwithstanding the foregoing, any notice of redemption at our option may state that such redemption will be conditional upon receipt by the 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 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.

#### **No Guarantees**

The Notes are not guaranteed by our parent company, Great Plains Energy, 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture or complying with any other obligation under the Indenture or the Notes or otherwise.

#### **Book-Entry System**

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



Because of time-zone differences, credits of Notes 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 Notes 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 Notes 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 Notes. Because this section is a summary, it does not address all aspects of taxation that may be relevant to a particular holder of the Notes 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 Notes 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 Notes through a non-U.S. broker or other non-U.S. intermediary; 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 Notes 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 Notes for cash, at their original issue price, and does not discuss the tax consequences for subsequent purchasers of the Notes. 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 Notes, 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 Notes (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 Notes.

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 Notes and the application of the U.S. federal income tax laws to your particular situation.



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**U.S. Holders**

A “U.S. holder” is a beneficial owner of Notes 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 Notes 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 Notes 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 Notes***

A U.S. holder will generally recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Note. 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 Note (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 Note. The U.S. holder’s adjusted tax basis in a Note generally will be the price the U.S. holder paid for the Note. Any such gain or loss on a taxable disposition of a Note, 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 Note 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 Notes, 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 Notes.

***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 Notes 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 Notes 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 Notes*

Subject to the discussions below concerning backup withholding and FATCA withholding, payments of interest on a Note 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 Note is a Non-U.S. holder; or
- from a securities clearing organization, bank or other financial institution that holds the Notes 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 Notes through "qualified intermediaries" within the meaning of U.S. federal income tax laws.

If interest on a Note 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 Notes. We will not be obligated to make any "gross up" or additional payments in respect of amounts withheld on the Notes 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 Notes***

Subject to the discussions of backup withholding and FATCA withholding below, any gain realized by a Non-U.S. holder on the sale, exchange, redemption, retirement or other disposition of a Note 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 Notes) exceed capital losses allocable to U.S. sources.

Gain realized on a disposition of a Note will not include amounts that represent accrued but unpaid interest, which will be treated as described under "—Payments on the Notes."

### ***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 Note and the payment of proceeds from the sale of a Note, 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 (i) interest on the Notes and (ii) the gross proceeds (including the return of principal) from the disposition, including a redemption or retirement, of the Notes occurring on or after January 1, 2019. 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 Note 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 Notes 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 Notes should consult their own tax advisors regarding the application of FATCA to the purchase, ownership and disposition of Notes 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 J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. and Wells Fargo Securities, LLC 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 Notes that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of Notes</u>
J.P. Morgan Securities LLC .....	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated .....	
MUFG Securities Americas Inc. ....	
Wells Fargo Securities, LLC .....	
MFR Securities, Inc. ....	
The Williams Capital Group, L.P. ....	
Total .....	\$

The underwriters are offering the Notes subject to their acceptance of the Notes 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 Notes offered hereby are subject to certain conditions. The underwriting agreement provides that the underwriters are obligated to purchase all of the Notes, if any are purchased.

The Notes 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 % of the aggregate principal amount of the Notes. The underwriters may allow, and those dealers may realow, a discount not in excess of % of the aggregate principal amount of the Notes to certain other dealers. If the Notes 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 Notes 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 Notes:

	<u>Paid by Us</u>
Per Note .....	%
Total .....	\$

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

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

In connection with the offering of the Notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the underwriters may overallocate in connection



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with the offering of the Notes, creating syndicate short positions. In addition, the underwriters may bid for and purchase Notes in the open market to cover syndicate short positions or to stabilize the price of the Notes. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Notes in this offering if the syndicate repurchases previously distributed Notes in syndicate covering transactions, stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market prices of the Notes 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.

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 revolving credit agreements entered into separately with Great Plains Energy, KCP&L and GMO. 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 Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes 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.

The net proceeds from this offering will be used to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018 (the “6.375% Notes”). See “Use of Proceeds.” To the extent any of the underwriters or their affiliates owns some of the 6.375% Notes on the date of such repayment, such party would receive a portion of the net proceeds from this offering. Accordingly, any such underwriter may have a conflict of interest, in that it has an interest in this offering beyond the underwriting discount it receives in connection with this offering.

### **T+3 Settlement Cycle**

We expect that delivery of the Notes will be made against payment therefor on the third business day after the date specified on the cover page of this prospectus supplement (such settlement being referred to as “T+3”). Pursuant to Rule 15c6-1 under the Exchange Act, 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 Notes on the date of this prospectus supplement will be required, by virtue of the fact that the Notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of this prospectus supplement should consult their own advisors.



## Selling Restrictions

### *Notice to Prospective Investors in Canada*

The Notes 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 Notes 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 Notes 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"); (ii) a customer within the meaning of Directive 2002/92/EC, 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, 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 Notes or otherwise making them available to retail investors in the EEA has been prepared, and therefore offering or selling the Notes 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 Notes 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 Notes. 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 Notes 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 Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571,



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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 Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes 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 Notes 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 Notes 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 Singapore***

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

#### ***Notice to Prospective Investors in Taiwan***

The Notes 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 Notes in Taiwan.

#### ***Notice to Prospective Investors in Switzerland***

The Notes 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 Notes.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the Company or the Notes 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 Notes will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of Notes 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 Notes.

#### ***Notice to Prospective Investors in the United Arab Emirates***

The offering of the Notes 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 Notes 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 Notes 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 Notes will be passed upon for us by Heather A. Humphrey, our General Counsel and Senior Vice President — Corporate Services, and Hunton & Williams 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 February 20, 2018, Ms. Humphrey owned beneficially a number of shares of Great Plains Energy’s common stock, including restricted stock, and performance shares which may be paid in shares of Great Plains Energy common stock at a later date based on Great Plains Energy’s performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy.

#### **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 of Kansas City Power & Light Company and subsidiaries for the year ended December 31, 2017, 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.



PROSPECTUS

# KANSAS CITY POWER & LIGHT COMPANY

## Notes General Mortgage Bonds

**These securities are not obligations of, nor guaranteed by, Great Plains Energy Incorporated, 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 offering and the terms of these securities in one or more supplements to this prospectus. The supplements may also add, update or change 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” beginning 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 September 27, 2016.



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**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission, or 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.

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement, or in any free writing prospectus. 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 and Great Plains Energy Incorporated (“Great Plains Energy”), our parent company, separately file combined annual, quarterly and current reports. 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 Great Plains Energy or its subsidiaries (other than the information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in any securities offered hereby. The securities are not guaranteed by Great Plains Energy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or to advance funds to us for the purpose of paying the principal of, or premium, if any, and 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, except as expressly stated or if the context requires otherwise, not any of its subsidiaries.



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**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 described or referred to under the heading “Risk Factors” in this prospectus, in any prospectus supplement, and in our other SEC filings. 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 the Company and Great Plains Energy;
- 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 the Company 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 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.



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**KANSAS CITY POWER & LIGHT COMPANY**

Kansas City Power & Light Company (“KCP&L”) is an integrated, regulated electric utility, headquartered in Kansas City, Missouri, that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2014, we served approximately 520,700 customers located in western Missouri and eastern Kansas. Our customers included approximately 459,000 residences, 59,600 commercial firms, and 2,100 industrials, municipalities and other electric utilities as of December 31, 2014. Our retail revenues averaged approximately 87% 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.



### 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, 2014, which is incorporated by reference into this prospectus; and
- documents we file with the SEC after the date of this prospectus and which are deemed incorporated by reference into this prospectus.



### RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Fiscal Years Ended December 31,				
2014	2013	2012	2011	2010
2.69	2.76	2.58	2.52	2.86

For purposes of computing the ratios of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt, amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.



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.



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## 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 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602.

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 December 31, 2014, our aggregate outstanding debt that would have ranked equally with the notes was approximately \$2,078.2 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. 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 December 31, 2014, there was approximately \$596.4 million aggregate principal amount of mortgage bonds outstanding. We have agreed with the issuer of certain bond insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded 75%. Additionally, if the long term rating for such mortgage bonds by Standard & Poor’s or Moody’s Investors Service 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 secured debt to total indebtedness exceeded 50%. At December 31, 2014, the proportion of secured debt to total indebtedness was approximately 22%.



### 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 depository 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, if any, 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 interest and premium, if any, 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 trustees 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.



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We may exercise our defeasance option under paragraph (1) with respect to notes of any series notwithstanding our prior exercise of our covenant defeasance option under paragraph (2). If we exercise our defeasance option under paragraph (1) 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**

As of December 31, 2014, The Bank of New York Mellon Trust Company, N.A., which is the trustee under the Indenture, and its affiliates were the trustees for \$1,916.3 million of our secured and unsecured debt (including Environmental Improvement Revenue debt and Environmental Improvement Revenue Refunding debt issued by certain governmental entities) and \$737.5 million of the unsecured debt of Great Plains Energy Incorporated under several separate indentures. In addition, an affiliate of The Bank of New York Mellon Trust Company, N.A. is one of the lenders under separate credit agreements with us, our parent and an affiliate and is the trustee under our nuclear decommissioning fund trust. Affiliates of The Bank of New York Mellon Trust Company, N.A. also perform other services for, and transact other banking business with, our affiliates and us in the normal course and may do so in the future. The Indenture provides that our obligations to compensate the trustee and reimburse the trustee for expenses, disbursements and advances will be secured by a lien prior to that of the notes upon the property and funds held or collected by the trustee as such, except funds held in trust for the benefit of the holders of particular notes.

### **Governing Law**

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



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**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

As of December 31, 2014, the Mortgage Trustee was the trustee for \$400.0 million of mortgage bonds issued under the Mortgage Indenture. In addition, the Company and its affiliates maintain general banking accounts with the Mortgage Trustee. The Mortgage Trustee is also one of the lenders under separate credit agreements with us, our parent and one of our affiliates.

The Mortgage Indenture provides that the holders of a majority in principal amount of the outstanding mortgage bonds have the right to require the Mortgage Trustee to take certain action on behalf of the bondholders, but under certain circumstances the Mortgage Trustee may decline to follow such directions or to exercise certain of its powers. (*Mortgage Indenture Section 12.05.*) Prior to taking any such action the Mortgage Trustee is entitled to indemnity satisfactory to the Mortgage Trustee against costs, expenses and liabilities which may be incurred in the course of such action. (*Mortgage Indenture Section 12.16.*) This right does not, however, impair the absolute right of any holder of mortgage bonds to enforce payment of the principal of, or premium, if any, and interest on such mortgage bonds when due. (*Mortgage Indenture Section 12.23.*) The Company has the right to remove the Mortgage Trustee and appoint a successor Mortgage Trustee not more frequently than once in any ten-year period. (*Mortgage Indenture Section 14.18.*)



### 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 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 its participants are on file with the SEC. More information about DTC can be found at [www.dtcc.com](http://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, distributions, 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



KANSAS CITY POWER & KCP&L PROS SUPP	Donnelley Financial	NC8600AC691500	ADG HOU	21-Feb-2018 01:38 EST	501003 TXB 22	1*
				CLN	PS	1C

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, distributions, interest and premium, if any, 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.**



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<b>KANSAS CITY POWER &amp; KCP&amp;L PROS SUPP</b>	Donnelley Financial START PAGE	ADGP64RS34 12.6.28	ADG pf_rend HOU	21-Feb-2018 01:47 EST	<b>501003 TXB 23</b>	2*
				CLN	PS PMT	1C

### 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 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 Jaileah X. Huddleston, Assistant Secretary and Corporate Counsel—Securities and Finance and Hunton & Williams LLP. Davis Polk & Wardwell LLP will pass on certain matters for the underwriters, dealers, purchasers, or agents. At February 13, 2015, Ms. Huddleston owned beneficially a number of shares of common stock of Great Plains Energy Incorporated, including restricted stock, and performance shares which may be paid in shares of common stock at a later date based on Great Plains Energy Incorporated's performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy Incorporated.

#### EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus by reference from Kansas City Power & Light Company's Annual Report on Form 10-K for the year ended December 31, 2014, 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 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>). You may read and copy such material at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with them. 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 Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (excluding information deemed to be furnished and not filed with the SEC) until the offering of the securities described in this prospectus is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 25, 2015;
- Our Current Reports on Form 8-K dated January 2, 2015 and filed with the SEC on January 2, 2015; and February 10, 2015 and filed with the SEC on February 17, 2015.

We and our parent company, Great Plains Energy Incorporated, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports relating solely to our parent and its subsidiaries (other than KCP&L and its consolidated subsidiaries) was separately filed by Great Plains Energy Incorporated on its behalf, and the information contained in those 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 the information relating to Great Plains Energy Incorporated and its subsidiaries (other than KCP&L and its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy Incorporated 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](http://www.kcpl.com). Information contained on our website is not incorporated herein. We make available, free of charge, on or through 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 Securities Exchange Act of 1934, as amended 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.



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# Kansas City Power & Light Company

% Notes due

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## PROSPECTUS SUPPLEMENT

February , 2018

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*Joint Book-Running Managers*

**BofA Merrill Lynch   J.P. Morgan   MUFG   Wells Fargo Securities**

*Co-Managers*

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

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**From:** Petrosino, Robert <Robert.Petrosino@moodys.com>  
**Sent:** Friday, February 23, 2018 3:26 PM  
**To:** Jim Gilligan; Wang, Cliff  
**Subject:** RE: Pro Supp

**This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.**

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Hi Jim,  
Please provide expected date of launch and size? When will you need verbal / ratings letter?  
Thanks

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**From:** Jim Gilligan [mailto:Jim.Gilligan@kcpl.com]  
**Sent:** Friday, February 23, 2018 11:58 AM  
**To:** Petrosino, Robert <Robert.Petrosino@moodys.com>  
**Subject:** Pro Supp  
**Importance:** High

Per my voice mail and our previous discussion, attached is the Preliminary Prospectus Supplement for our proposed offering.

Jim

**James P. Gilligan, CTP, FP&A**  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

-----Original Message-----

From: Jamieson, Patrick C. [mailto:PJamieson@hunton.com]  
Sent: Friday, February 23, 2018 9:52 AM  
To: Leah Huddleston <Leah.Huddleston@kcpl.com>  
Cc: Jim Gilligan <Jim.Gilligan@kcpl.com>; Kwon, S. Christina <CKwon@hunton.com>  
Subject: RE: Rating agencies

This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.

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Please feel free to send the attached near final version of the pro supp.

Best,

Patrick

Patrick Jamieson  
Associate  
pjamieson@hunton.com  
p 212.309.1049  
f 212.309.1814

Hunton & Williams LLP  
200 Park Avenue  
53rd Floor  
New York, NY 10166  
www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.

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**From:** Jim Gilligan  
**Sent:** Monday, February 26, 2018 2:17 PM  
**To:** Robert Petrosino (Robert.Petrosino@moodys.com)  
**Cc:** Wang, Cliff  
**Subject:** FW: KCP&L - Bannerless Preliminary Prospectus Supplement  
**Attachments:** KCP&L - Bannerless E-RED.PDF

Prelim Pro-Supp file with SEC

**James P. Gilligan, CTP, FP&A**  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

---

**From:** Jamieson, Patrick C. [mailto:PJamieson@hunton.com]  
**Sent:** Monday, February 26, 2018 7:34 AM  
**To:** todd.eckland@pillsburylaw.com; stephanie.langan@pillsburylaw.com; de la Parra, Julia <julia.delaparra@pillsburylaw.com>  
**Cc:** Leah Huddleston <Leah.Huddleston@kcpl.com>; Lori Wright <Lori.Wright@kcpl.com>; Jim Gilligan <Jim.Gilligan@kcpl.com>; Leighanne A Jones <Leighanne.Jones@kcpl.com>; O'Brien, Peter K. <POBrien@hunton.com>; Kwon, S. Christina <CKwon@hunton.com>; Luz, Paloma H. <PLuz@hunton.com>  
**Subject:** KCP&L - Bannerless Preliminary Prospectus Supplement

**This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.**

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Pillsbury team –

Attached please find the bannerless preliminary prospectus supplement for use in today's KCP&L transaction.

Best,

Patrick



**Patrick Jamieson**  
Associate  
pjamieson@hunton.com  
p 212.309.1049  
f 212.309.1814

Hunton & Williams LLP  
200 Park Avenue

53rd Floor  
New York, NY 10166  
hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.

**Subject to Completion**  
**Preliminary Prospectus Supplement dated February 26, 2018**

PRELIMINARY PROSPECTUS SUPPLEMENT  
 (To Prospectus dated September 27, 2016)



# Kansas City Power & Light Company

## % Notes due

Kansas City Power & Light Company is offering \$ \_\_\_\_\_ aggregate principal amount of \_\_\_\_\_ % Notes due \_\_\_\_\_ (the “Notes”). The per annum interest rate on the Notes will be \_\_\_\_\_. Interest on the Notes will be payable semi-annually in arrears on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018. The Notes will mature on \_\_\_\_\_. The Notes 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 Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes will be senior unsecured obligations of Kansas City Power & Light Company exclusively and will rank equally with any existing and future senior unsecured indebtedness of Kansas City Power & Light Company. The Notes will not be listed on any securities exchange or included in any automated dealer quotation system. Currently, there is no public market for the Notes.

**Investing in the Notes involves risks that are described in the sections entitled “Risk Factors” beginning on page S-9 of this prospectus supplement and page 5 of the accompanying prospectus.**

	Price to Public <sup>(1)</sup>	Underwriting Discount	Proceeds to Kansas City Power & Light Company Before Expenses
Per Note .....	%	%	%
Total Notes .....	\$	\$	\$

(1) Plus accrued interest from March \_\_\_\_\_, 2018, 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 Notes 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 \_\_\_\_\_, 2018.

### Joint Book-Running Managers

**BofA Merrill Lynch      J.P. Morgan      MUFG      Wells Fargo Securities**

### Co-Managers

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

Prospectus Supplement dated February \_\_\_\_\_, 2018

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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 September 27, 2016, 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 Notes 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.

Before you invest in the Notes, 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 and our parent company, Great Plains Energy Incorporated (“Great Plains Energy”), separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture (as defined herein) or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes 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**

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” 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 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 supplement. 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, Great Plains Energy and the Company;
- 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 the Company 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.

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, 2017, 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>). You may read and copy such material at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus supplement 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 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") (excluding information deemed to be furnished and not filed with the SEC), until this offering of the Notes is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 21, 2018; and
- Our Current Reports on Form 8-K dated January 12, 2018 and filed with the SEC on January 12, 2018; and dated February 13, 2018 and filed with the SEC on February 20, 2018.

We and our parent company, Great Plains Energy, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports 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 Great Plains Energy on its behalf, and the information contained in those 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 Great Plains Energy and its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy 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 Notes 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 Notes described in this prospectus supplement and the accompanying prospectus.

Our website is [www.kcpl.com](http://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, 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.

## The Offering

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

<b>Issuer</b> .....	Kansas City Power & Light Company
<b>Notes Offered</b> .....	We are offering \$            aggregate principal amount of            % Notes due            .
<b>Maturity Date</b> .....	The Notes will mature on            .
<b>Interest</b> .....	The per annum interest rate on the Notes will be            %.
<b>Interest Payment Dates</b> .....	Interest on the Notes will be payable semi-annually in arrears on            and            of each year, beginning on            , 2018.
<b>Ranking</b> .....	The Notes will be our senior unsecured obligations exclusively. They will rank equal in right of payment with our existing and future senior unsecured indebtedness and will be senior in right of payment to any existing and future subordinated indebtedness. The Notes will be effectively subordinated to all of our existing and any future secured indebtedness, including our general mortgage bonds, to the extent of the collateral securing that indebtedness, and to all existing and future liabilities, including trade payables, of our subsidiaries. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).
<b>Optional Redemption</b> .....	We will have the right to redeem the Notes at any time prior to            (the date that is            months prior to the maturity date of the Notes (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 Notes being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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            basis points, plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

<b>Form of Notes</b> .....	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.
<b>Further Issuances</b> .....	We may create and issue additional notes ranking equally and ratably with, and having the same terms (except for the price to public, the issue date and the first interest payment date, as applicable), as the Notes offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.
<b>Use of Proceeds</b> .....	The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.
<b>Risk Factors</b> .....	See “Risk Factors” beginning on page S-9 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 Notes.
<b>No Listing of the Notes</b> .....	We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system.
<b>Governing Law</b> .....	The Indenture and the Notes will be governed by New York law.
<b>Trustee</b> .....	The Bank of New York Mellon Trust Company, N.A.

### Summary Consolidated Financial Data

The following consolidated summary financial data for the years ended December 31, 2015 through December 31, 2017 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,		
	2017	2016	2015
	(\$ in millions)		
<b>Income Statement Data</b>			
Operating revenues .....	\$1,890.7	\$1,875.4	\$1,713.8
Operating expenses .....	1,447.0	1,393.3	1,349.8
Operating income .....	<u>\$ 443.7</u>	<u>\$ 482.1</u>	<u>\$ 364.0</u>
Net income .....	<u>\$ 179.8</u>	<u>\$ 225.0</u>	<u>\$ 152.8</u>
<b>Cash Flow Data:</b>			
Net cash from operating activities .....	\$ 610.9	\$ 623.3	\$ 481.3
Net cash from investing activities .....	(471.0)	(451.5)	(551.0)
Net cash from financing activities .....	(142.2)	(169.6)	69.3
<b>Other Financial Data:</b>			
Depreciation and amortization .....	\$ 266.3	\$ 247.5	\$ 235.7
Amortization of:			
Nuclear fuel .....	32.1	26.6	26.8
Other .....	30.2	33.9	29.1
Utility capital expenditures .....	(437.7)	(418.8)	(518.3)

## RISK FACTORS

*An investment in the Notes 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 Notes. 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, 2017 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. As used in this section, “we,” “our,” “us” and the “Company” refer to Kansas City Power & Light Company and not to any of its subsidiaries.*

### **Indebtedness — Our indebtedness could adversely affect our ability to fulfill our obligations under the Notes.**

Our consolidated indebtedness and debt service obligations are significant. Our consolidated interest expense was \$138.8 million for the year ended December 31, 2017. As of December 31, 2017, our total consolidated long-term debt, including current maturities, was \$2.6 billion, excluding unused commitments and 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 the credit agreement that governs our senior unsecured revolving credit facility and in any other agreements under which we incur debt.

The Indenture does not limit the amount of secured or unsecured debt that we may incur. As described more fully under “Description of Notes – Ranking” in the accompanying prospectus, pursuant to insurance policies and related agreements with respect to two series of our tax-exempt bonds, we have agreed with the issuer of such insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded certain thresholds. In September 2015, we repurchased these tax-exempt bonds and they are currently held by us.

The covenants contained in the Indenture do not afford the holders of Notes any protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders.

Our debt could have important consequences to holders of the Notes, 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 requirements;
- if prevailing interest rates increase, our interest expense could increase because any borrowings under our senior unsecured revolving credit facility 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.

**Unsecured Obligations — Because the Notes are not secured and are effectively subordinated to the rights of secured creditors, the Notes will be subject to the prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the Notes.**

The Notes are senior unsecured obligations and will rank equally with any future unsecured and unsubordinated debt and will be effectively junior to our existing secured debt and any future secured debt we may incur. The Indenture does not limit the amount of unsecured debt that we may incur or restrict us from entering into sale and leaseback transactions. In general, the Indenture also does not limit the amount of secured debt that we may incur. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).

Our assets and those of our subsidiaries which secure our existing or future secured debt will be subject to prior claims by our and their respective secured creditors. In the event of our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up, assets that secure debt will be available to pay obligations on the Notes only after all debt secured by those assets has been repaid in full. Holders of the Notes will participate in any remaining assets ratably with all of our unsecured and unsubordinated creditors, including trade creditors. If we incur any additional obligations that rank equally with the Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Notes in any proceeds distributed upon our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up. This may have the effect of reducing the amount of proceeds paid to holders of the Notes. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the Notes then outstanding would remain unpaid.

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

As described in more detail under “Where You Can Find More Information,” we and our parent company, Great Plains Energy, separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes or otherwise.

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

We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system. We cannot assure holders of the Notes that any liquid market for the Notes will ever develop or be maintained. The underwriters have advised us that they currently intend to make a market in the Notes following this offering. However, the underwriters have no obligation to make a market in the Notes 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 Notes, holders’ ability to sell their Notes or the price at which holders will be able to sell their Notes. Future trading prices of the Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Notes 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 Notes;
- the outstanding amount of the Notes;
- the terms related to optional redemption of the Notes; and
- the level, direction and volatility of market interest rates generally.

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 Great Plains Energy and its subsidiaries (other than KCP&L and its subsidiaries), even though Great Plains Energy is not guaranteeing the Notes and is not generally obligated to provide credit support to us. Holders of Notes 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 Notes.

#### **RATIO OF EARNINGS TO FIXED CHARGES**

The following table shows our ratio of earnings to fixed charges for the periods indicated:

<b>Year Ended December 31,</b>				
<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
3.05	3.30	2.57	2.69	2.76

For purposes of computing the ratio of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.

## 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 \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.

## DESCRIPTION OF THE NOTES

*The following description of the particular terms of the Notes supplements and, to the extent inconsistent therewith, replaces the description of the general terms and provisions of the Notes set forth in the accompanying prospectus under “Description of Notes,” 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 Indenture. As used in this section, the terms “we,” “us,” “our” and “KCP&L” refer to Kansas City Power & Light Company only and not to its subsidiaries or other affiliates.*

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

### General

The Notes constitute a single series of debt securities to be issued pursuant to an indenture, dated as of May 1, 2007, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as Trustee (the “Trustee”), as to be supplemented by a supplemental indenture establishing the terms of the Notes (as so supplemented, the “Indenture”). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes will initially be limited to \$ \_\_\_\_\_ aggregate principal amount and will mature on \_\_\_\_\_.

The Notes 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 \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018, to the persons in whose names the Notes are registered at the close of business on the fifteenth calendar day prior to such interest payment date, 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 (and for any partial periods shall be calculated on the basis of the number of days elapsed in a 360-day year of twelve 30-day months). If any date on which interest is payable on the Notes 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 Notes, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

The Notes will be direct unsecured obligations of KCP&L exclusively, and not the obligation of any of our subsidiaries or affiliates. The Notes will (i) rank equally with our existing and future senior unsecured indebtedness, (ii) be effectively subordinated (with respect to underlying collateral) to any secured indebtedness now outstanding or that we may incur in the future, and (iii) be structurally subordinated to all indebtedness of our subsidiaries.

The Notes 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 \$ \_\_\_\_\_ aggregate principal amount of the Notes. Subject to the terms of the Indenture, we may, at any time, without consent of the holders of the Notes, issue additional notes 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 Notes being offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.

## Optional Redemption

We will have the right to redeem the Notes at any time prior to \_\_\_\_\_ (the date that is \_\_\_\_\_ months prior to the maturity date of the Notes (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 Notes being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 \_\_\_\_\_ basis points,

plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. Notwithstanding the foregoing, installments of interest on Notes 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 Notes and the Indenture.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes 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 Notes to be redeemed (assuming, for this purpose, that the Notes 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 Notes.

“*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 the Reference Treasury Dealer appointed by us.

“*Reference Treasury Dealer*” means:

- each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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 given at least 10 days but not more than 60 days before the redemption date to each holder of the Notes 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 Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the particular Notes or portions of such Notes to be redeemed will be selected by DTC in such manner as it shall determine.

Notwithstanding the foregoing, any notice of redemption at our option may state that such redemption will be conditional upon receipt by the 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 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.

### **No Guarantees**

The Notes are not guaranteed by our parent company, Great Plains Energy, 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture or complying with any other obligation under the Indenture or the Notes or otherwise.

### **Book-Entry System**

Upon issuance, the Notes will be represented by one or more global securities deposited with, or on behalf of, DTC, as depositary. The global securities representing the Notes 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 Notes will not be issuable in definitive form. So long as the Notes are represented by one or more global securities, the depositary or its nominee will be considered the sole owner or holder of such Notes for all purposes under the Indenture, and the beneficial owners of such Notes 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 Trustee that it intends to follow such procedures with respect to the Notes. 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 Notes 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 Notes 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 Notes 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 Notes. Because this section is a summary, it does not address all aspects of taxation that may be relevant to a particular holder of the Notes 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 Notes 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 Notes through a non-U.S. broker or other non-U.S. intermediary; 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 Notes 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 Notes for cash, at their original issue price, and does not discuss the tax consequences for subsequent purchasers of the Notes. 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 Notes, 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 Notes (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 Notes.

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 Notes 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 Notes 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 Notes 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 Notes 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 Notes***

A U.S. holder will generally recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Note. 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 Note (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 Note. The U.S. holder’s adjusted tax basis in a Note generally will be the price the U.S. holder paid for the Note. Any such gain or loss on a taxable disposition of a Note, 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 Note 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 Notes, 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 Notes.

### ***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 Notes 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 Notes 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 Notes*

Subject to the discussions below concerning backup withholding and FATCA withholding, payments of interest on a Note 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 Note is a Non-U.S. holder; or
- from a securities clearing organization, bank or other financial institution that holds the Notes 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 Notes through "qualified intermediaries" within the meaning of U.S. federal income tax laws.

If interest on a Note 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 Notes. We will not be obligated to make any "gross up" or additional payments in respect of amounts withheld on the Notes 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 Notes***

Subject to the discussions of backup withholding and FATCA withholding below, any gain realized by a Non-U.S. holder on the sale, exchange, redemption, retirement or other disposition of a Note 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 Notes) exceed capital losses allocable to U.S. sources.

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

### ***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 Note and the payment of proceeds from the sale of a Note, 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 (i) interest on the Notes and (ii) the gross proceeds (including the return of principal) from the disposition, including a redemption or retirement, of the Notes occurring on or after January 1, 2019. 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 Note 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 Notes 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 Notes should consult their own tax advisors regarding the application of FATCA to the purchase, ownership and disposition of Notes 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 J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. and Wells Fargo Securities, LLC 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 Notes that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of Notes</u>
J.P. Morgan Securities LLC .....	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated .....	
MUFG Securities Americas Inc. ....	
Wells Fargo Securities, LLC .....	
MFR Securities, Inc. ....	
The Williams Capital Group, L.P. ....	
Total .....	<u>\$</u>

The underwriters are offering the Notes subject to their acceptance of the Notes 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 Notes offered hereby are subject to certain conditions. The underwriting agreement provides that the underwriters are obligated to purchase all of the Notes, if any are purchased.

The Notes 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 \_\_\_\_\_ % of the aggregate principal amount of the Notes. The underwriters may allow, and those dealers may reallow, a discount not in excess of \_\_\_\_\_ % of the aggregate principal amount of the Notes to certain other dealers. If the Notes 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 Notes 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 Notes:

	<u>Paid by Us</u>
Per Note .....	%
Total .....	\$

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

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

In connection with the offering of the Notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the underwriters may overallot in connection

with the offering of the Notes, creating syndicate short positions. In addition, the underwriters may bid for and purchase Notes in the open market to cover syndicate short positions or to stabilize the price of the Notes. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Notes in this offering if the syndicate repurchases previously distributed Notes in syndicate covering transactions, stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market prices of the Notes 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 revolving credit agreements entered into separately with Great Plains Energy, KCP&L and GMO. 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 Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes 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+3 Settlement Cycle**

We expect that delivery of the Notes will be made against payment therefor on the third business day after the date specified on the cover page of this prospectus supplement (such settlement being referred to as “T+3”). Pursuant to Rule 15c6-1 under the Exchange Act, 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 Notes on the date of this prospectus supplement will be required, by virtue of the fact that the Notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of this prospectus supplement should consult their own advisors.

### **Selling Restrictions**

#### ***Notice to Prospective Investors in Canada***

The Notes 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 Notes 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 Notes 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"); (ii) a customer within the meaning of Directive 2002/92/EC, 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, 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 Notes or otherwise making them available to retail investors in the EEA has been prepared, and therefore offering or selling the Notes 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 Notes 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 Notes. 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 Notes 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 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 Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes 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 Notes 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 Notes 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 Singapore***

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

### ***Notice to Prospective Investors in Taiwan***

The Notes 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 Notes in Taiwan.

### ***Notice to Prospective Investors in Switzerland***

The Notes 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 Notes.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the Company or the Notes 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 Notes will not be supervised by, the

Swiss Financial Market Supervisory Authority, and the offer of Notes 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 Notes.

***Notice to Prospective Investors in the United Arab Emirates***

The offering of the Notes 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 Notes 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 Notes 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 Notes will be passed upon for us by Heather A. Humphrey, our General Counsel and Senior Vice President — Corporate Services, and Hunton & Williams 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 February 20, 2018, Ms. Humphrey owned beneficially a number of shares of Great Plains Energy’s common stock, including restricted stock, and performance shares which may be paid in shares of Great Plains Energy common stock at a later date based on Great Plains Energy’s performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy.

**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 of Kansas City Power & Light Company and subsidiaries for the year ended December 31, 2017, 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.

PROSPECTUS

# KANSAS CITY POWER & LIGHT COMPANY

## Notes General Mortgage Bonds

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**These securities are not obligations of, nor guaranteed by, Great Plains Energy Incorporated, 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 offering and the terms of these securities in one or more supplements to this prospectus. The supplements may also add, update or change 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.

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**Investing in these securities involves risks. You should carefully consider the information referred to under the heading “Risk Factors” beginning 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.**

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**The date of this prospectus is September 27, 2016.**

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission, or 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.

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement, or in any free writing prospectus. 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 and Great Plains Energy Incorporated (“Great Plains Energy”), our parent company, separately file combined annual, quarterly and current reports. 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 Great Plains Energy or its subsidiaries (other than the information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in any securities offered hereby. The securities are not guaranteed by Great Plains Energy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or to advance funds to us for the purpose of paying the principal of, or premium, if any, and 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, except as expressly stated or if the context requires otherwise, not any of its subsidiaries.

## **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 described or referred to under the heading “Risk Factors” in this prospectus, in any prospectus supplement, and in our other SEC filings. 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 the Company and Great Plains Energy;
- 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 the Company 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 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.

## **KANSAS CITY POWER & LIGHT COMPANY**

Kansas City Power & Light Company (“KCP&L”) is an integrated, regulated electric utility, headquartered in Kansas City, Missouri, that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2014, we served approximately 520,700 customers located in western Missouri and eastern Kansas. Our customers included approximately 459,000 residences, 59,600 commercial firms, and 2,100 industrials, municipalities and other electric utilities as of December 31, 2014. Our retail revenues averaged approximately 87% 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.

## **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, 2014, which is incorporated by reference into this prospectus; and
- documents we file with the SEC after the date of this prospectus and which are deemed incorporated by reference into this prospectus.

## **RATIO OF EARNINGS TO FIXED CHARGES**

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Fiscal Years Ended December 31,				
2014	2013	2012	2011	2010
2.69	2.76	2.58	2.52	2.86

For purposes of computing the ratios of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt, amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.

## 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 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602.

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 December 31, 2014, our aggregate outstanding debt that would have ranked equally with the notes was approximately \$2,078.2 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. 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 December 31, 2014, there was approximately \$596.4 million aggregate principal amount of mortgage bonds outstanding. We have agreed with the issuer of certain bond insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded 75%. Additionally, if the long term rating for such mortgage bonds by Standard & Poor’s or Moody’s Investors Service 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 secured debt to total indebtedness exceeded 50%. At December 31, 2014, the proportion of secured debt to total indebtedness was approximately 22%.

### **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 depository 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, if any, 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 interest and premium, if any, 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 trustees 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) with respect to notes of any series notwithstanding our prior exercise of our covenant defeasance option under paragraph (2). If we exercise our defeasance option under paragraph (1) 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**

As of December 31, 2014, The Bank of New York Mellon Trust Company, N.A., which is the trustee under the Indenture, and its affiliates were the trustees for \$1,916.3 million of our secured and unsecured debt (including Environmental Improvement Revenue debt and Environmental Improvement Revenue Refunding debt issued by certain governmental entities) and \$737.5 million of the unsecured debt of Great Plains Energy Incorporated under several separate indentures. In addition, an affiliate of The Bank of New York Mellon Trust Company, N.A. is one of the lenders under separate credit agreements with us, our parent and an affiliate and is the trustee under our nuclear decommissioning fund trust. Affiliates of The Bank of New York Mellon Trust Company, N.A. also perform other services for, and transact other banking business with, our affiliates and us in the normal course and may do so in the future. The Indenture provides that our obligations to compensate the trustee and reimburse the trustee for expenses, disbursements and advances will be secured by a lien prior to that of the notes upon the property and funds held or collected by the trustee as such, except funds held in trust for the benefit of the holders of particular notes.

### **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**

As of December 31, 2014, the Mortgage Trustee was the trustee for \$400.0 million of mortgage bonds issued under the Mortgage Indenture. In addition, the Company and its affiliates maintain general banking accounts with the Mortgage Trustee. The Mortgage Trustee is also one of the lenders under separate credit agreements with us, our parent and one of our affiliates.

The Mortgage Indenture provides that the holders of a majority in principal amount of the outstanding mortgage bonds have the right to require the Mortgage Trustee to take certain action on behalf of the bondholders, but under certain circumstances the Mortgage Trustee may decline to follow such directions or to exercise certain of its powers. (*Mortgage Indenture Section 12.05.*) Prior to taking any such action the Mortgage Trustee is entitled to indemnity satisfactory to the Mortgage Trustee against costs, expenses and liabilities which may be incurred in the course of such action. (*Mortgage Indenture Section 12.16.*) This right does not, however, impair the absolute right of any holder of mortgage bonds to enforce payment of the principal of, or premium, if any, and interest on such mortgage bonds when due. (*Mortgage Indenture Section 12.23.*) The Company has the right to remove the Mortgage Trustee and appoint a successor Mortgage Trustee not more frequently than once in any ten-year period. (*Mortgage Indenture Section 14.18.*)

## 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 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](http://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, distributions, 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, distributions, interest and premium, if any, 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 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 Jaileah X. Huddleston, Assistant Secretary and Corporate Counsel—Securities and Finance and Hunton & Williams LLP. Davis Polk & Wardwell LLP will pass on certain matters for the underwriters, dealers, purchasers, or agents. At February 13, 2015, Ms. Huddleston owned beneficially a number of shares of common stock of Great Plains Energy Incorporated, including restricted stock, and performance shares which may be paid in shares of common stock at a later date based on Great Plains Energy Incorporated's performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy Incorporated.

## EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus by reference from Kansas City Power & Light Company's Annual Report on Form 10-K for the year ended December 31, 2014, 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 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>). You may read and copy such material at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with them. 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 Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (excluding information deemed to be furnished and not filed with the SEC) until the offering of the securities described in this prospectus is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 25, 2015;
- Our Current Reports on Form 8-K dated January 2, 2015 and filed with the SEC on January 2, 2015; and February 10, 2015 and filed with the SEC on February 17, 2015.

We and our parent company, Great Plains Energy Incorporated, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports relating solely to our parent and its subsidiaries (other than KCP&L and its consolidated subsidiaries) was separately filed by Great Plains Energy Incorporated on its behalf, and the information contained in those 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 the information relating to Great Plains Energy Incorporated and its subsidiaries (other than KCP&L and its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy Incorporated 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](http://www.kcpl.com). Information contained on our website is not incorporated herein. We make available, free of charge, on or through 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 Securities Exchange Act of 1934, as amended 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.



# Kansas City Power & Light Company

% Notes due

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## PROSPECTUS SUPPLEMENT

February , 2018

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*Joint Book-Running Managers*

**BofA Merrill Lynch**

**J.P. Morgan**

**MUFG**

**Wells Fargo Securities**

*Co-Managers*

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

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**From:** Jim Gilligan  
**Sent:** Monday, February 26, 2018 2:18 PM  
**To:** gerrit.jepsen@spglobal.com  
**Cc:** william.hernandez@spglobal.com  
**Subject:** FW: KCP&L - Bannerless Preliminary Prospectus Supplement  
**Attachments:** KCP&L - Bannerless E-RED.PDF

Prelim Pro-Supp file with SEC

**James P. Gilligan, CTP, FP&A**

Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

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**From:** Jamieson, Patrick C. [mailto:PJamieson@hunton.com]  
**Sent:** Monday, February 26, 2018 7:34 AM  
**To:** todd.eckland@pillsburylaw.com; stephanie.langan@pillsburylaw.com; de la Parra, Julia <julia.delaparra@pillsburylaw.com>  
**Cc:** Leah Huddleston <Leah.Huddleston@kcpl.com>; Lori Wright <Lori.Wright@kcpl.com>; Jim Gilligan <Jim.Gilligan@kcpl.com>; Leighanne A Jones <Leighanne.Jones@kcpl.com>; O'Brien, Peter K. <POBrien@hunton.com>; Kwon, S. Christina <CKwon@hunton.com>; Luz, Paloma H. <PLuz@hunton.com>  
**Subject:** KCP&L - Bannerless Preliminary Prospectus Supplement

**This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.**

---

Pillsbury team –

Attached please find the bannerless preliminary prospectus supplement for use in today's KCP&L transaction.

Best,

Patrick



**Patrick Jamieson**

Associate  
pjamieson@hunton.com  
p 212.309.1049  
f 212.309.1814

Hunton & Williams LLP  
200 Park Avenue

53rd Floor  
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This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.

**Subject to Completion**  
**Preliminary Prospectus Supplement dated February 26, 2018**

PRELIMINARY PROSPECTUS SUPPLEMENT  
 (To Prospectus dated September 27, 2016)



# Kansas City Power & Light Company

## % Notes due

Kansas City Power & Light Company is offering \$ \_\_\_\_\_ aggregate principal amount of \_\_\_\_\_ % Notes due \_\_\_\_\_ (the “Notes”). The per annum interest rate on the Notes will be \_\_\_\_\_. Interest on the Notes will be payable semi-annually in arrears on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018. The Notes will mature on \_\_\_\_\_. The Notes 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 Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes will be senior unsecured obligations of Kansas City Power & Light Company exclusively and will rank equally with any existing and future senior unsecured indebtedness of Kansas City Power & Light Company. The Notes will not be listed on any securities exchange or included in any automated dealer quotation system. Currently, there is no public market for the Notes.

**Investing in the Notes involves risks that are described in the sections entitled “Risk Factors” beginning on page S-9 of this prospectus supplement and page 5 of the accompanying prospectus.**

	Price to Public <sup>(1)</sup>	Underwriting Discount	Proceeds to Kansas City Power & Light Company Before Expenses
Per Note .....	%	%	%
Total Notes .....	\$	\$	\$

(1) Plus accrued interest from March \_\_\_\_\_, 2018, 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 Notes 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 \_\_\_\_\_, 2018.

### Joint Book-Running Managers

**BofA Merrill Lynch      J.P. Morgan      MUFG      Wells Fargo Securities**

### Co-Managers

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

Prospectus Supplement dated February \_\_\_\_\_, 2018

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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 September 27, 2016, 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 Notes 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.

Before you invest in the Notes, 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 and our parent company, Great Plains Energy Incorporated (“Great Plains Energy”), separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture (as defined herein) or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes 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**

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” 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 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 supplement. 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, Great Plains Energy and the Company;
- 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 the Company 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.

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, 2017, 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>). You may read and copy such material at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus supplement 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 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") (excluding information deemed to be furnished and not filed with the SEC), until this offering of the Notes is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 21, 2018; and
- Our Current Reports on Form 8-K dated January 12, 2018 and filed with the SEC on January 12, 2018; and dated February 13, 2018 and filed with the SEC on February 20, 2018.

We and our parent company, Great Plains Energy, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports 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 Great Plains Energy on its behalf, and the information contained in those 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 Great Plains Energy and its subsidiaries (other than KCP&L and its consolidated subsidiaries or information provided separately by KCP&L or its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy 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 Notes 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 Notes described in this prospectus supplement and the accompanying prospectus.

Our website is [www.kcpl.com](http://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, 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.

## The Offering

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

<b>Issuer</b> .....	Kansas City Power & Light Company
<b>Notes Offered</b> .....	We are offering \$            aggregate principal amount of            % Notes due            .
<b>Maturity Date</b> .....	The Notes will mature on            .
<b>Interest</b> .....	The per annum interest rate on the Notes will be            %.
<b>Interest Payment Dates</b> .....	Interest on the Notes will be payable semi-annually in arrears on            and            of each year, beginning on            , 2018.
<b>Ranking</b> .....	The Notes will be our senior unsecured obligations exclusively. They will rank equal in right of payment with our existing and future senior unsecured indebtedness and will be senior in right of payment to any existing and future subordinated indebtedness. The Notes will be effectively subordinated to all of our existing and any future secured indebtedness, including our general mortgage bonds, to the extent of the collateral securing that indebtedness, and to all existing and future liabilities, including trade payables, of our subsidiaries. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).
<b>Optional Redemption</b> .....	We will have the right to redeem the Notes at any time prior to            (the date that is            months prior to the maturity date of the Notes (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 Notes being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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            basis points, plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. See “Description of the Notes — Optional Redemption” in this prospectus supplement.

<b>Form of Notes</b> .....	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.
<b>Further Issuances</b> .....	We may create and issue additional notes ranking equally and ratably with, and having the same terms (except for the price to public, the issue date and the first interest payment date, as applicable), as the Notes offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.
<b>Use of Proceeds</b> .....	The net proceeds from this offering, after deducting the underwriting discount and estimated expenses of this offering, are expected to be approximately \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.
<b>Risk Factors</b> .....	See “Risk Factors” beginning on page S-9 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 Notes.
<b>No Listing of the Notes</b> .....	We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system.
<b>Governing Law</b> .....	The Indenture and the Notes will be governed by New York law.
<b>Trustee</b> .....	The Bank of New York Mellon Trust Company, N.A.

### Summary Consolidated Financial Data

The following consolidated summary financial data for the years ended December 31, 2015 through December 31, 2017 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,		
	2017	2016	2015
	(\$ in millions)		
<b>Income Statement Data</b>			
Operating revenues .....	\$1,890.7	\$1,875.4	\$1,713.8
Operating expenses .....	1,447.0	1,393.3	1,349.8
Operating income .....	<u>\$ 443.7</u>	<u>\$ 482.1</u>	<u>\$ 364.0</u>
Net income .....	<u>\$ 179.8</u>	<u>\$ 225.0</u>	<u>\$ 152.8</u>
<b>Cash Flow Data:</b>			
Net cash from operating activities .....	\$ 610.9	\$ 623.3	\$ 481.3
Net cash from investing activities .....	(471.0)	(451.5)	(551.0)
Net cash from financing activities .....	(142.2)	(169.6)	69.3
<b>Other Financial Data:</b>			
Depreciation and amortization .....	\$ 266.3	\$ 247.5	\$ 235.7
Amortization of:			
Nuclear fuel .....	32.1	26.6	26.8
Other .....	30.2	33.9	29.1
Utility capital expenditures .....	(437.7)	(418.8)	(518.3)

## RISK FACTORS

*An investment in the Notes 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 Notes. 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, 2017 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. As used in this section, “we,” “our,” “us” and the “Company” refer to Kansas City Power & Light Company and not to any of its subsidiaries.*

### **Indebtedness — Our indebtedness could adversely affect our ability to fulfill our obligations under the Notes.**

Our consolidated indebtedness and debt service obligations are significant. Our consolidated interest expense was \$138.8 million for the year ended December 31, 2017. As of December 31, 2017, our total consolidated long-term debt, including current maturities, was \$2.6 billion, excluding unused commitments and 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 the credit agreement that governs our senior unsecured revolving credit facility and in any other agreements under which we incur debt.

The Indenture does not limit the amount of secured or unsecured debt that we may incur. As described more fully under “Description of Notes – Ranking” in the accompanying prospectus, pursuant to insurance policies and related agreements with respect to two series of our tax-exempt bonds, we have agreed with the issuer of such insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded certain thresholds. In September 2015, we repurchased these tax-exempt bonds and they are currently held by us.

The covenants contained in the Indenture do not afford the holders of Notes any protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders.

Our debt could have important consequences to holders of the Notes, 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 requirements;
- if prevailing interest rates increase, our interest expense could increase because any borrowings under our senior unsecured revolving credit facility 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.

**Unsecured Obligations — Because the Notes are not secured and are effectively subordinated to the rights of secured creditors, the Notes will be subject to the prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the Notes.**

The Notes are senior unsecured obligations and will rank equally with any future unsecured and unsubordinated debt and will be effectively junior to our existing secured debt and any future secured debt we may incur. The Indenture does not limit the amount of unsecured debt that we may incur or restrict us from entering into sale and leaseback transactions. In general, the Indenture also does not limit the amount of secured debt that we may incur. As of December 31, 2017, KCP&L had outstanding \$479.5 million of secured indebtedness (which amount does not include certain secured tax-exempt bonds previously issued for our benefit that we repurchased in September 2015 and are currently held by us).

Our assets and those of our subsidiaries which secure our existing or future secured debt will be subject to prior claims by our and their respective secured creditors. In the event of our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up, assets that secure debt will be available to pay obligations on the Notes only after all debt secured by those assets has been repaid in full. Holders of the Notes will participate in any remaining assets ratably with all of our unsecured and unsubordinated creditors, including trade creditors. If we incur any additional obligations that rank equally with the Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Notes in any proceeds distributed upon our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up. This may have the effect of reducing the amount of proceeds paid to holders of the Notes. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the Notes then outstanding would remain unpaid.

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

As described in more detail under “Where You Can Find More Information,” we and our parent company, Great Plains Energy, separately file combined annual, quarterly and 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 Great Plains Energy or its subsidiaries (other than KCP&L and its subsidiaries or information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in the Notes. The Notes are not guaranteed by Great Plains Energy 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture, complying with any other obligation under the Indenture or the Notes or otherwise.

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

We do not intend to list the Notes on any securities exchange or seek their quotation on any automated dealer quotation system. We cannot assure holders of the Notes that any liquid market for the Notes will ever develop or be maintained. The underwriters have advised us that they currently intend to make a market in the Notes following this offering. However, the underwriters have no obligation to make a market in the Notes 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 Notes, holders’ ability to sell their Notes or the price at which holders will be able to sell their Notes. Future trading prices of the Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Notes 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 Notes;
- the outstanding amount of the Notes;
- the terms related to optional redemption of the Notes; and
- the level, direction and volatility of market interest rates generally.

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 Great Plains Energy and its subsidiaries (other than KCP&L and its subsidiaries), even though Great Plains Energy is not guaranteeing the Notes and is not generally obligated to provide credit support to us. Holders of Notes 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 Notes.

#### **RATIO OF EARNINGS TO FIXED CHARGES**

The following table shows our ratio of earnings to fixed charges for the periods indicated:

<b>Year Ended December 31,</b>				
<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
3.05	3.30	2.57	2.69	2.76

For purposes of computing the ratio of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.

## 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 \$ . We intend to use the net proceeds of this offering to repay at maturity \$350 million aggregate principal amount of our outstanding 6.375% Notes due 2018.

## DESCRIPTION OF THE NOTES

*The following description of the particular terms of the Notes supplements and, to the extent inconsistent therewith, replaces the description of the general terms and provisions of the Notes set forth in the accompanying prospectus under “Description of Notes,” 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 Indenture. As used in this section, the terms “we,” “us,” “our” and “KCP&L” refer to Kansas City Power & Light Company only and not to its subsidiaries or other affiliates.*

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

### General

The Notes constitute a single series of debt securities to be issued pursuant to an indenture, dated as of May 1, 2007, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as Trustee (the “Trustee”), as to be supplemented by a supplemental indenture establishing the terms of the Notes (as so supplemented, the “Indenture”). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes will initially be limited to \$ \_\_\_\_\_ aggregate principal amount and will mature on \_\_\_\_\_.

The Notes 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 \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018, to the persons in whose names the Notes are registered at the close of business on the fifteenth calendar day prior to such interest payment date, 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 (and for any partial periods shall be calculated on the basis of the number of days elapsed in a 360-day year of twelve 30-day months). If any date on which interest is payable on the Notes 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 Notes, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

The Notes will be direct unsecured obligations of KCP&L exclusively, and not the obligation of any of our subsidiaries or affiliates. The Notes will (i) rank equally with our existing and future senior unsecured indebtedness, (ii) be effectively subordinated (with respect to underlying collateral) to any secured indebtedness now outstanding or that we may incur in the future, and (iii) be structurally subordinated to all indebtedness of our subsidiaries.

The Notes 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 \$ \_\_\_\_\_ aggregate principal amount of the Notes. Subject to the terms of the Indenture, we may, at any time, without consent of the holders of the Notes, issue additional notes 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 Notes being offered hereby. Any additional notes, together with the Notes offered hereby, will constitute a single series of notes under the Indenture; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes offered hereby, such additional notes will be issued under a separate CUSIP number.

## Optional Redemption

We will have the right to redeem the Notes at any time prior to \_\_\_\_\_ (the date that is \_\_\_\_\_ months prior to the maturity date of the Notes (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 Notes being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed that would be due if the Notes 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 \_\_\_\_\_ basis points,

plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date. Notwithstanding the foregoing, installments of interest on Notes 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 Notes and the Indenture.

We will have the right to redeem the Notes, 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 Notes being redeemed plus accrued and unpaid interest on the principal amount of the Notes 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 Notes to be redeemed (assuming, for this purpose, that the Notes 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 Notes.

“*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 the Reference Treasury Dealer appointed by us.

“*Reference Treasury Dealer*” means:

- each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them 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 MUFG Securities Americas 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 given at least 10 days but not more than 60 days before the redemption date to each holder of the Notes 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 Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the particular Notes or portions of such Notes to be redeemed will be selected by DTC in such manner as it shall determine.

Notwithstanding the foregoing, any notice of redemption at our option may state that such redemption will be conditional upon receipt by the 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 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.

### **No Guarantees**

The Notes are not guaranteed by our parent company, Great Plains Energy, 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 Notes or any other amount that may be required to be paid under the Indenture or the Notes, preventing or curing an event of default under the terms of the Indenture or complying with any other obligation under the Indenture or the Notes or otherwise.

### **Book-Entry System**

Upon issuance, the Notes will be represented by one or more global securities deposited with, or on behalf of, DTC, as depositary. The global securities representing the Notes 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 Notes will not be issuable in definitive form. So long as the Notes are represented by one or more global securities, the depositary or its nominee will be considered the sole owner or holder of such Notes for all purposes under the Indenture, and the beneficial owners of such Notes 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 Trustee that it intends to follow such procedures with respect to the Notes. 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 Notes 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 Notes 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 Notes 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 Notes. Because this section is a summary, it does not address all aspects of taxation that may be relevant to a particular holder of the Notes 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 Notes 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 Notes through a non-U.S. broker or other non-U.S. intermediary; 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 Notes 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 Notes for cash, at their original issue price, and does not discuss the tax consequences for subsequent purchasers of the Notes. 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 Notes, 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 Notes (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 Notes.

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 Notes 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 Notes 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 Notes 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 Notes 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 Notes***

A U.S. holder will generally recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Note. 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 Note (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 Note. The U.S. holder’s adjusted tax basis in a Note generally will be the price the U.S. holder paid for the Note. Any such gain or loss on a taxable disposition of a Note, 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 Note 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 Notes, 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 Notes.

### ***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 Notes 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 Notes 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 Notes***

Subject to the discussions below concerning backup withholding and FATCA withholding, payments of interest on a Note 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 Note is a Non-U.S. holder; or
- from a securities clearing organization, bank or other financial institution that holds the Notes 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 Notes through "qualified intermediaries" within the meaning of U.S. federal income tax laws.

If interest on a Note 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 Notes. We will not be obligated to make any "gross up" or additional payments in respect of amounts withheld on the Notes 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 Notes***

Subject to the discussions of backup withholding and FATCA withholding below, any gain realized by a Non-U.S. holder on the sale, exchange, redemption, retirement or other disposition of a Note 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 Notes) exceed capital losses allocable to U.S. sources.

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

### ***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 Note and the payment of proceeds from the sale of a Note, 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 (i) interest on the Notes and (ii) the gross proceeds (including the return of principal) from the disposition, including a redemption or retirement, of the Notes occurring on or after January 1, 2019. 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 Note 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 Notes 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 Notes should consult their own tax advisors regarding the application of FATCA to the purchase, ownership and disposition of Notes 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 J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. and Wells Fargo Securities, LLC 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 Notes that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of Notes</u>
J.P. Morgan Securities LLC .....	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated .....	
MUFG Securities Americas Inc. ....	
Wells Fargo Securities, LLC .....	
MFR Securities, Inc. ....	
The Williams Capital Group, L.P. ....	
Total .....	<u>\$</u>

The underwriters are offering the Notes subject to their acceptance of the Notes 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 Notes offered hereby are subject to certain conditions. The underwriting agreement provides that the underwriters are obligated to purchase all of the Notes, if any are purchased.

The Notes 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 % of the aggregate principal amount of the Notes. The underwriters may allow, and those dealers may reallow, a discount not in excess of % of the aggregate principal amount of the Notes to certain other dealers. If the Notes 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 Notes 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 Notes:

	<u>Paid by Us</u>
Per Note .....	%
Total .....	\$

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

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

In connection with the offering of the Notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the underwriters may overallot in connection

with the offering of the Notes, creating syndicate short positions. In addition, the underwriters may bid for and purchase Notes in the open market to cover syndicate short positions or to stabilize the price of the Notes. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Notes in this offering if the syndicate repurchases previously distributed Notes in syndicate covering transactions, stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market prices of the Notes 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 revolving credit agreements entered into separately with Great Plains Energy, KCP&L and GMO. 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 Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes 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+3 Settlement Cycle**

We expect that delivery of the Notes will be made against payment therefor on the third business day after the date specified on the cover page of this prospectus supplement (such settlement being referred to as “T+3”). Pursuant to Rule 15c6-1 under the Exchange Act, 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 Notes on the date of this prospectus supplement will be required, by virtue of the fact that the Notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of this prospectus supplement should consult their own advisors.

### **Selling Restrictions**

#### ***Notice to Prospective Investors in Canada***

The Notes 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 Notes 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 Notes 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"); (ii) a customer within the meaning of Directive 2002/92/EC, 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, 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 Notes or otherwise making them available to retail investors in the EEA has been prepared, and therefore offering or selling the Notes 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 Notes 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 Notes. 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 Notes 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 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 Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes 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 Notes 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 Notes 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 Singapore***

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

### ***Notice to Prospective Investors in Taiwan***

The Notes 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 Notes in Taiwan.

### ***Notice to Prospective Investors in Switzerland***

The Notes 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 Notes.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the Company or the Notes 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 Notes will not be supervised by, the

Swiss Financial Market Supervisory Authority, and the offer of Notes 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 Notes.

***Notice to Prospective Investors in the United Arab Emirates***

The offering of the Notes 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 Notes 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 Notes 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 Notes will be passed upon for us by Heather A. Humphrey, our General Counsel and Senior Vice President — Corporate Services, and Hunton & Williams 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 February 20, 2018, Ms. Humphrey owned beneficially a number of shares of Great Plains Energy’s common stock, including restricted stock, and performance shares which may be paid in shares of Great Plains Energy common stock at a later date based on Great Plains Energy’s performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy.

**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 of Kansas City Power & Light Company and subsidiaries for the year ended December 31, 2017, 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.

PROSPECTUS

# KANSAS CITY POWER & LIGHT COMPANY

## Notes General Mortgage Bonds

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**These securities are not obligations of, nor guaranteed by, Great Plains Energy Incorporated, 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 offering and the terms of these securities in one or more supplements to this prospectus. The supplements may also add, update or change 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.

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**Investing in these securities involves risks. You should carefully consider the information referred to under the heading “Risk Factors” beginning 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.**

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**The date of this prospectus is September 27, 2016.**

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission, or 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.

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement, or in any free writing prospectus. 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 and Great Plains Energy Incorporated (“Great Plains Energy”), our parent company, separately file combined annual, quarterly and current reports. 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 Great Plains Energy or its subsidiaries (other than the information provided separately by KCP&L or the subsidiaries of KCP&L) in determining whether to invest in any securities offered hereby. The securities are not guaranteed by Great Plains Energy or any of its or our subsidiaries. None of those entities has any obligation to make any capital contribution or to advance funds to us for the purpose of paying the principal of, or premium, if any, and 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, except as expressly stated or if the context requires otherwise, not any of its subsidiaries.

## **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 described or referred to under the heading “Risk Factors” in this prospectus, in any prospectus supplement, and in our other SEC filings. 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 the Company and Great Plains Energy;
- 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 the Company 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 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.

## **KANSAS CITY POWER & LIGHT COMPANY**

Kansas City Power & Light Company (“KCP&L”) is an integrated, regulated electric utility, headquartered in Kansas City, Missouri, that engages in the generation, transmission, distribution and sale of electricity. As of December 31, 2014, we served approximately 520,700 customers located in western Missouri and eastern Kansas. Our customers included approximately 459,000 residences, 59,600 commercial firms, and 2,100 industrials, municipalities and other electric utilities as of December 31, 2014. Our retail revenues averaged approximately 87% 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.

## **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, 2014, which is incorporated by reference into this prospectus; and
- documents we file with the SEC after the date of this prospectus and which are deemed incorporated by reference into this prospectus.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges for the periods indicated:

Fiscal Years Ended December 31,				
2014	2013	2012	2011	2010
2.69	2.76	2.58	2.52	2.86

For purposes of computing the ratios of earnings to fixed charges: (i) earnings consist of income before deducting net provisions for income taxes and fixed charges; and (ii) fixed charges consist of interest on debt, amortization of debt discount, premium and expense, and the estimated interest component of lease payments and rentals.

## 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 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602.

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 December 31, 2014, our aggregate outstanding debt that would have ranked equally with the notes was approximately \$2,078.2 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. 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 December 31, 2014, there was approximately \$596.4 million aggregate principal amount of mortgage bonds outstanding. We have agreed with the issuer of certain bond insurance policies to not issue additional mortgage bonds without the insurer’s consent if, after giving effect to such additional mortgage bonds, the proportion of secured debt to total indebtedness exceeded 75%. Additionally, if the long term rating for such mortgage bonds by Standard & Poor’s or Moody’s Investors Service 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 secured debt to total indebtedness exceeded 50%. At December 31, 2014, the proportion of secured debt to total indebtedness was approximately 22%.

### **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 depository 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, if any, 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 interest and premium, if any, 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 trustees 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) with respect to notes of any series notwithstanding our prior exercise of our covenant defeasance option under paragraph (2). If we exercise our defeasance option under paragraph (1) 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**

As of December 31, 2014, The Bank of New York Mellon Trust Company, N.A., which is the trustee under the Indenture, and its affiliates were the trustees for \$1,916.3 million of our secured and unsecured debt (including Environmental Improvement Revenue debt and Environmental Improvement Revenue Refunding debt issued by certain governmental entities) and \$737.5 million of the unsecured debt of Great Plains Energy Incorporated under several separate indentures. In addition, an affiliate of The Bank of New York Mellon Trust Company, N.A. is one of the lenders under separate credit agreements with us, our parent and an affiliate and is the trustee under our nuclear decommissioning fund trust. Affiliates of The Bank of New York Mellon Trust Company, N.A. also perform other services for, and transact other banking business with, our affiliates and us in the normal course and may do so in the future. The Indenture provides that our obligations to compensate the trustee and reimburse the trustee for expenses, disbursements and advances will be secured by a lien prior to that of the notes upon the property and funds held or collected by the trustee as such, except funds held in trust for the benefit of the holders of particular notes.

### **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**

As of December 31, 2014, the Mortgage Trustee was the trustee for \$400.0 million of mortgage bonds issued under the Mortgage Indenture. In addition, the Company and its affiliates maintain general banking accounts with the Mortgage Trustee. The Mortgage Trustee is also one of the lenders under separate credit agreements with us, our parent and one of our affiliates.

The Mortgage Indenture provides that the holders of a majority in principal amount of the outstanding mortgage bonds have the right to require the Mortgage Trustee to take certain action on behalf of the bondholders, but under certain circumstances the Mortgage Trustee may decline to follow such directions or to exercise certain of its powers. (*Mortgage Indenture Section 12.05.*) Prior to taking any such action the Mortgage Trustee is entitled to indemnity satisfactory to the Mortgage Trustee against costs, expenses and liabilities which may be incurred in the course of such action. (*Mortgage Indenture Section 12.16.*) This right does not, however, impair the absolute right of any holder of mortgage bonds to enforce payment of the principal of, or premium, if any, and interest on such mortgage bonds when due. (*Mortgage Indenture Section 12.23.*) The Company has the right to remove the Mortgage Trustee and appoint a successor Mortgage Trustee not more frequently than once in any ten-year period. (*Mortgage Indenture Section 14.18.*)

## 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 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](http://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, distributions, 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, distributions, interest and premium, if any, 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 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 Jaileah X. Huddleston, Assistant Secretary and Corporate Counsel—Securities and Finance and Hunton & Williams LLP. Davis Polk & Wardwell LLP will pass on certain matters for the underwriters, dealers, purchasers, or agents. At February 13, 2015, Ms. Huddleston owned beneficially a number of shares of common stock of Great Plains Energy Incorporated, including restricted stock, and performance shares which may be paid in shares of common stock at a later date based on Great Plains Energy Incorporated's performance, which represented less than 0.1% of the total outstanding common stock of Great Plains Energy Incorporated.

## EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus by reference from Kansas City Power & Light Company's Annual Report on Form 10-K for the year ended December 31, 2014, 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 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>). You may read and copy such material at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with them. 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 Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (excluding information deemed to be furnished and not filed with the SEC) until the offering of the securities described in this prospectus is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 25, 2015;
- Our Current Reports on Form 8-K dated January 2, 2015 and filed with the SEC on January 2, 2015; and February 10, 2015 and filed with the SEC on February 17, 2015.

We and our parent company, Great Plains Energy Incorporated, separately filed the combined Annual Report on Form 10-K and the Current Reports on Form 8-K listed above. However, the information contained in those combined reports relating solely to our parent and its subsidiaries (other than KCP&L and its consolidated subsidiaries) was separately filed by Great Plains Energy Incorporated on its behalf, and the information contained in those 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 the information relating to Great Plains Energy Incorporated and its subsidiaries (other than KCP&L and its consolidated subsidiaries), and we make no representation as to the information relating to Great Plains Energy Incorporated 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](http://www.kcpl.com). Information contained on our website is not incorporated herein. We make available, free of charge, on or through 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 Securities Exchange Act of 1934, as amended 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.



# Kansas City Power & Light Company

% Notes due

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## PROSPECTUS SUPPLEMENT

February , 2018

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*Joint Book-Running Managers*

**BofA Merrill Lynch**

**J.P. Morgan**

**MUFG**

**Wells Fargo Securities**

*Co-Managers*

**MFR Securities, Inc.**

**The Williams Capital Group, L.P.**

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**From:** Jim Gilligan  
**Sent:** Monday, February 26, 2018 2:14 PM  
**To:** Robert Petrosino (Robert.Petrosino@moodys.com)  
**Cc:** Wang, Cliff  
**Subject:** FW: New Form FWP for Great Plains Energy Incorporated

Below is the link to the Term Sheet filed with the SEC today.

JG

[James P. Gilligan, CTP, FP&A](#)  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

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**From:** Great Plains Energy Incorporated [mailto:no-reply@gcs-web.com]  
**Sent:** Monday, February 26, 2018 1:59 PM  
**To:** Jim Gilligan <Jim.Gilligan@kcpl.com>  
**Subject:** New Form FWP for Great Plains Energy Incorporated

**This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.**

---



February 26, 2018

A **Form FWP** regarding **KANSAS CITY POWER & LIGHT CO** has been filed with the United States Securities and Exchange Commission.

[View this filing →](#)

Or [click here](#) to view all filings.

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Great Plains Energy Incorporated  
1201 Walnut St. , MO, Kansas City 64106, United States  
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**From:** Jim Gilligan  
**Sent:** Monday, February 26, 2018 2:15 PM  
**To:** gerrit.jepsen@spglobal.com  
**Cc:** william.hernandez@spglobal.com  
**Subject:** FW: New Form FWP for Great Plains Energy Incorporated

Below is the link to the Term Sheet filed with the SEC today.

JG

**James P. Gilligan, CTP, FP&A**

Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Office: 816.556.2084 | Fax: 816.556.2992 | Cell: 816.695.0932

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**Sent:** Monday, February 26, 2018 1:59 PM  
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February 26, 2018

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[View this filing →](#)

Or [click here](#) to view all filings.

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To unsubscribe from all alerts, please [click here](#).

Great Plains Energy Incorporated  
1201 Walnut St. , MO, Kansas City 64106, United States  
Service provided by Nasdaq, Inc.

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**From:** newissuance@spglobal.com  
**Sent:** Tuesday, February 27, 2018 1:04 PM  
**To:** Lori Wright; Jim Gilligan  
**Cc:** Jepsen, Gerrit; Hernandez, William  
**Subject:** Kansas City Power & Light Co Rating Letter  
**Attachments:** Kansas City Power Light Co.\_RL\_2018FEB26\_USD 300 mil Notes due 15 Mar 2....pdf

**This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.**

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Please find attached the rating letter for the transaction referred to above.

Should you have any questions regarding the rating, please contact the analyst named in the letter.

Thank you for choosing S&P Global Ratings.

**John Ashcraft**

Data Researcher, New Issuance Desk

**S&P Global Ratings**

7400 South Alton Court

Centennial, Colorado 80112

T: +1 (303) 721-4260

[newissuance@spglobal.com](mailto:newissuance@spglobal.com)

[www.spglobal.com](http://www.spglobal.com)

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**S&P Global**

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February 26, 2018

Kansas City Power & Light Co.  
Great Plains Energy Inc.  
1201 Walnut St.  
Kansas City, MO 64106

Attention: Lori Wright, VP Investor Relations & Treasurer

**Re: USD 300,000,000 4.2% Senior Unsecured Notes due 15 March 2048, Kansas City Power & Light Co. (US485134BR00/485134BR0)**

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 “BBB+”.

This letter assumes that the final documentation for the above-referenced issue will not materially differ from the latest version we received. Please send us a clean copy of the executed documentation, and if applicable a marked copy showing any changes that were made, as soon as available.

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](http://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. 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](http://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: [safina.ali@spglobal.com](mailto:safina.ali@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: Gerrit Jepsen, CFA.

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.

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](http://www.standardandpoors.com). If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

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

Analytical Contact  
Gerrit Jepsen, CFA  
(1) 212-438-2529



## **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.

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. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

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.

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](http://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.

---

**From:** Kim, Jeffrey <Jeffrey.Kim@moodys.com>  
**Sent:** Tuesday, February 27, 2018 10:45 AM  
**To:** Jim Gilligan  
**Cc:** Petrosino, Robert; Wang, Cliff  
**Subject:** Rating Letter Request  
**Attachments:** TakedownRatingLetter-USD300m FxRt SU 2.27.18.pdf

This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.

---

Hello,

Please kindly find attached the requested rating letter. Please let me know if you have any questions.

Kind Regards,

**Jeffrey Kim**

Financial Data Associate  
T: (212) 553-3956  
E: [Jeffrey.Kim@moodys.com](mailto:Jeffrey.Kim@moodys.com)

Moody's Investor Services  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

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February 27<sup>th</sup>, 2018

James P. Gilligan, CTP, FP&A  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141

Re: Kansas City Power & Light Company's  
USD 300,000,000 Fixed Rate (4.20%) Senior Unsecured Notes due March 15<sup>th</sup>, 2048

Dear Sir,

At your request and based on the Final Term Sheet dated February 26<sup>th</sup>, 2018, which we understand is in final form, Moody's has assigned a **Baa1 Rating** to the above referenced obligation.

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.moody's.com](http://www.moody's.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: JK, Global Middle Office

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**From:** Kim, Jeffrey <Jeffrey.Kim@moodys.com>  
**Sent:** Tuesday, February 27, 2018 10:45 AM  
**To:** Jim Gilligan  
**Cc:** Petrosino, Robert; Wang, Cliff  
**Subject:** Rating Letter Request  
**Attachments:** TakedownRatingLetter-USD300m FxRt SU 2.27.18.pdf

**This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.**

---

Hello,

Please kindly find attached the requested rating letter. Please let me know if you have any questions.

Kind Regards,

**Jeffrey Kim**

Financial Data Associate  
T: (212) 553-3956  
E: [Jeffrey.Kim@moodys.com](mailto:Jeffrey.Kim@moodys.com)

Moody's Investor Services  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

-----  
Moody's monitors email communications through its networks for regulatory compliance purposes and to protect its customers, employees and business and where allowed to do so by applicable law. The information contained in this e-mail message, and any attachment thereto, is confidential and may not be disclosed without our express permission. If you are not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that you have received this message in error and that any review, dissemination, distribution or copying of this message, or any attachment thereto, in whole or in part, is strictly prohibited. If you have received this message in error, please immediately notify us by telephone, fax or e-mail and delete the message and all of its attachments. Every effort is made to keep our network free from viruses. You should, however, review this e-mail message, as well as any attachment thereto, for viruses. We take no responsibility and have no liability for any computer virus which may be transferred via this e-mail message.  
-----

February 27<sup>th</sup>, 2018

James P. Gilligan, CTP, FP&A  
Assistant Treasurer  
Great Plains Energy | Kansas City Power & Light Company  
1200 Main Street; 28th Floor  
P.O. Box 418679  
Kansas City, MO 64141

Re: Kansas City Power & Light Company's  
USD 300,000,000 Fixed Rate (4.20%) Senior Unsecured Notes due March 15<sup>th</sup>, 2048

Dear Sir,

At your request and based on the Final Term Sheet dated February 26<sup>th</sup>, 2018, which we understand is in final form, Moody's has assigned a **Baa1 Rating** to the above referenced obligation.

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.moody's.com](http://www.moody's.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: JK, Global Middle Office



**Exhibit B**  
**Page 2 of 33**

2028	2/15/2028	\$ -	\$ -	\$ -	\$ -	\$ 256,200	\$ -											
	3/1/2028	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	3/15/2028	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
	4/1/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	5/1/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	5/15/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	6/1/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	6/15/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	8/15/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256,200											
	9/1/2028	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	9/15/2028	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
	11/1/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	11/15/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
2029	12/1/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	12/15/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	2/15/2029	\$ -	\$ -	\$ -	\$ -	\$ 256,200	\$ -											
	3/1/2029	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	3/15/2029	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
	4/1/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	5/1/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	5/15/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	6/1/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	6/15/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
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	9/1/2029	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	9/15/2029	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
2030	11/1/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	11/15/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
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	2/15/2030	\$ -	\$ -	\$ -	\$ -	\$ 256,200	\$ -											
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	3/15/2030	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
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2031	9/1/2030	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	9/15/2030	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
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	11/15/2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
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	12/15/2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
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	9/15/2031	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
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	12/15/2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	2/15/2032	\$ -	\$ -	\$ -	\$ -	\$ 256,200	\$ -											
	3/1/2032	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	3/15/2032	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
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	5/15/2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
2033	6/1/2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	6/15/2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
	8/15/2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256,200											
	9/1/2032	\$ 256,200	\$ -	\$ -	\$ -	\$ -	\$ -											
	9/15/2032	\$ -	\$ 219,600	\$ -	\$ -	\$ -	\$ -											
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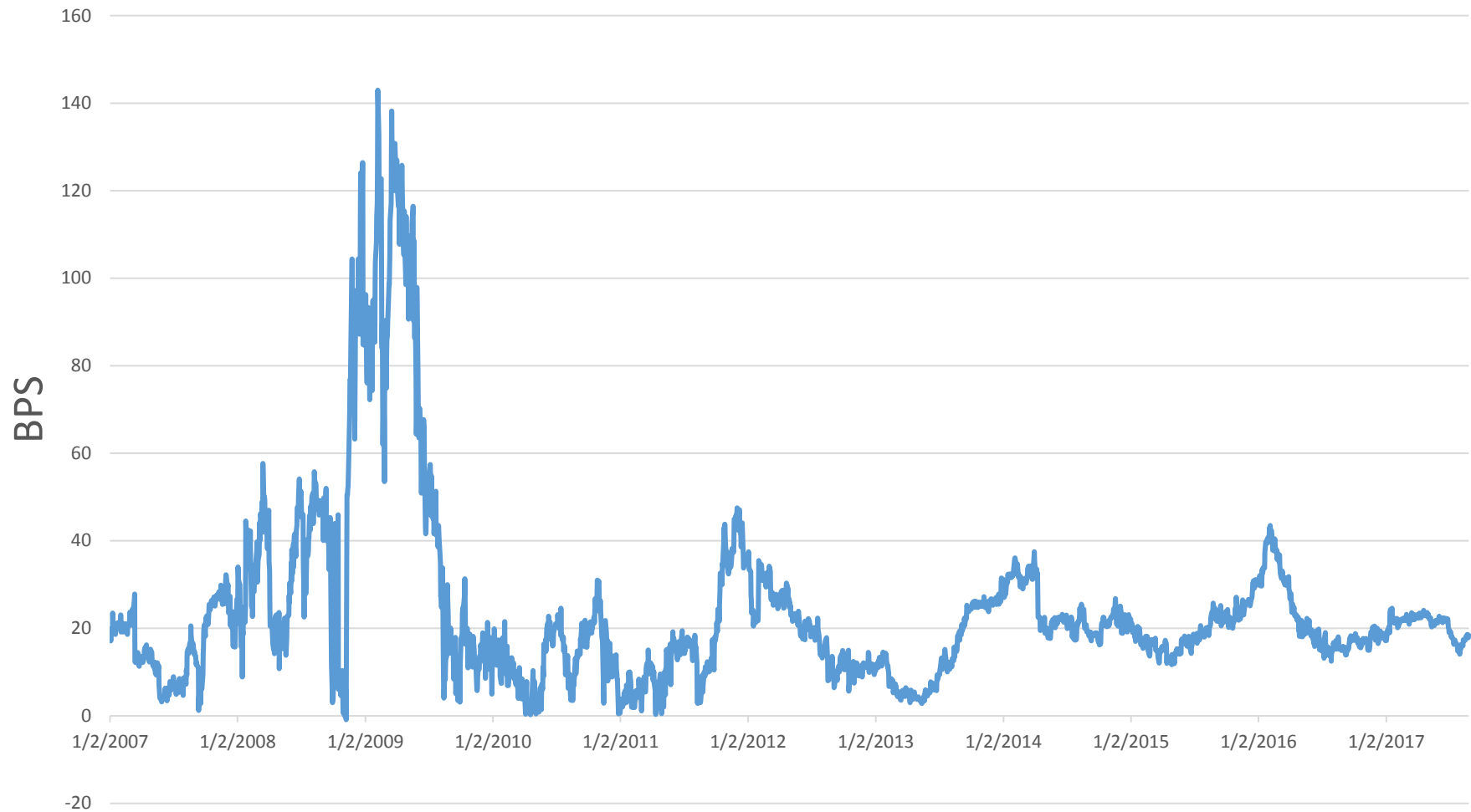
**Exhibit B**  
**Page 5 of 33**

2045	2/15/2045	\$ -		\$ -		\$ -		\$ -		\$ 256,200		\$ -					
	3/1/2045	\$ 256,200		\$ -		\$ -		\$ -		\$ -		\$ -					
	3/15/2045	\$ -		\$ 219,600		\$ -		\$ -		\$ -		\$ -					
	4/1/2045	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
	5/1/2045	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
	5/15/2045	\$ -		\$ -		\$ -		\$ 183,000		\$ -		\$ -					
	6/1/2045	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
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	12/15/2045	\$ -		\$ -		\$ 292,800		\$ -		\$ -		\$ -					
2046	2/15/2046	\$ -		\$ -		\$ -		\$ -		\$ 256,200		\$ -					
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	5/15/2046	\$ -		\$ -		\$ -		\$ 183,000		\$ -		\$ -					
	6/1/2046	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
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	11/1/2046	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
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	12/15/2046	\$ -		\$ -		\$ 292,800		\$ -		\$ -		\$ -					
2047	2/15/2047	\$ -		\$ -		\$ -		\$ -		\$ 256,200		\$ -					
	3/1/2047	\$ 256,200		\$ -		\$ -		\$ -		\$ -		\$ -					
	3/15/2047	\$ -		\$ 219,600		\$ -		\$ -		\$ -		\$ -					
	4/1/2047	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
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	11/15/2047	\$ -		\$ -		\$ -		\$ 183,000		\$ -		\$ -					
	12/1/2047	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
	12/15/2047	\$ -		\$ -		\$ 292,800		\$ -		\$ -		\$ 219,600					

<b>Cost of Capital</b>	=	6.2852%
<b>Spread Difference</b>	=	0.2400%
<b>Tax Rate</b>	=	39.00%
<b>Savings</b>	=	0.1464%

				Annual Savings	Pymt Dates
2008 6.375% Senior Notes	\$350,000,000	6.375%	3/1/18	\$512,400	3/1;9/1
2013 3.15% Senior Notes	\$300,000,000	3.150%	3/15/23	\$439,200	3/15;9/15
2011 5.30% Senior Notes	\$400,000,000	5.300%	10/1/41	\$585,600	6/15; 12/15
2005 6.05% Senior Notes	\$250,000,000	6.050%	11/15/35	\$366,000	5/15; 11/15
2015 3.65% Senior Notes	\$350,000,000	3.650%	8/15/25	\$512,400	2/15; 8/15
2017 4.20% Senior Notes	\$300,000,000	4.200%	6/15/47	\$439,200	6/15;12/15
	<b>\$1,950,000,000</b>	<b>4.793%</b>			

## Delta in 10-year Spreads (BPS)

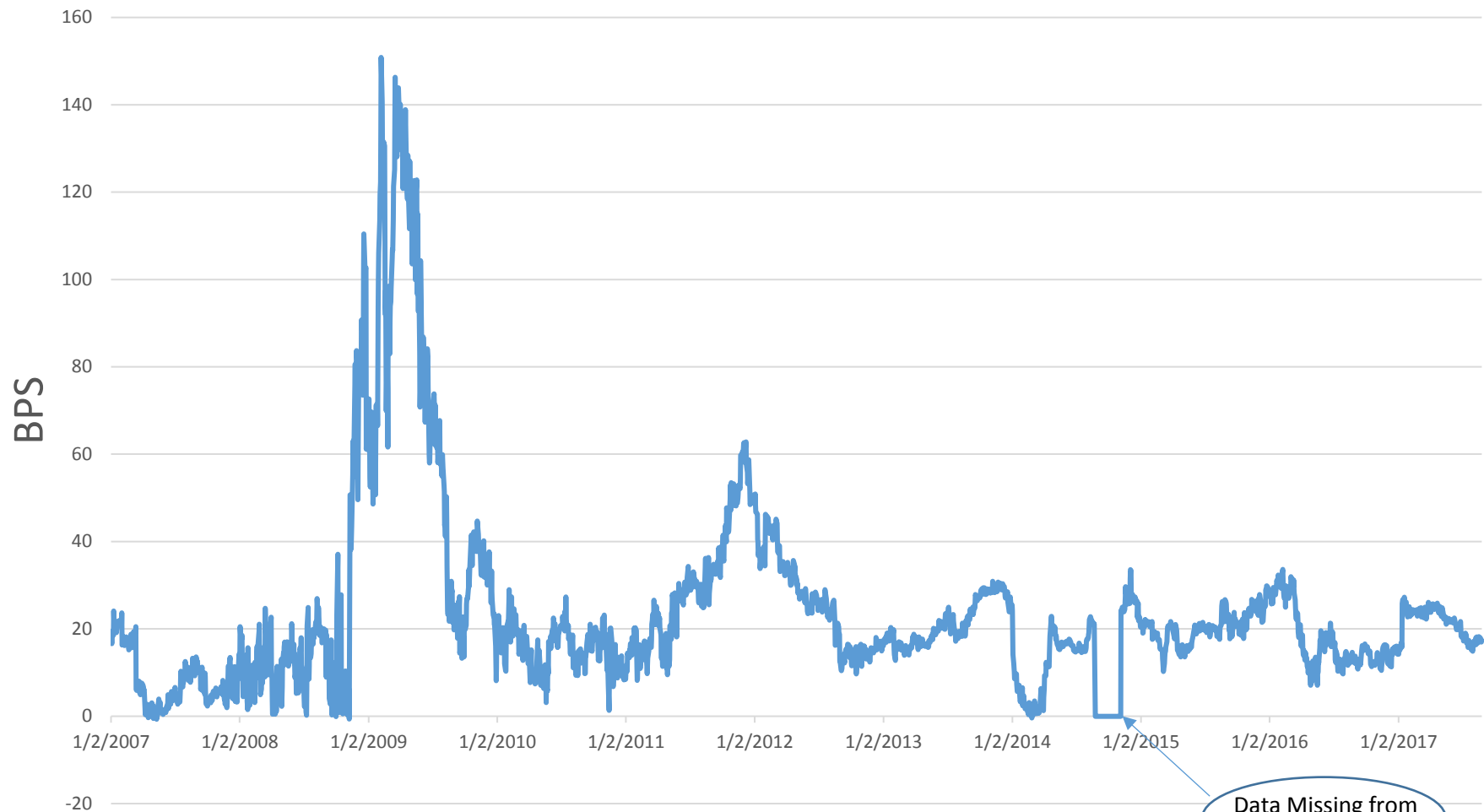


## BBB+ 10-year Spread - A 10-year Spread

Current: 18.45 BPS  
Average: 24.02 BPS  
Max: 142.96 BPS  
Min: -0.88 BPS

Source: BFV USD  
Utility Index and  
USGG US Treasury  
Index

## Delta in 30-year Spreads (BPS)



BBB+ 30-year spread - A 30-year spread

Current: 17.43 BPS  
Average: 24.20 BPS  
Max: 150.85 BPS  
Min: -0.69 BPS

Source: BFV USD  
Utility Index and  
USGG US Treasury  
Index



## Great Plains Energy Inc.

### Indicative New Issue Pricing

December 19, 2017

# Comparable Secondary Trading Levels

## Operating Companies (Unsecured)



Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Spread to Libor
<b>Great Plains Energy</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	105.819%	3.864%	T 2.75 8/47	112	114	131
<b>AEP</b>														
Appalachian Power Company	Baa1	/	A-	/	BBB+u	325	3.300%	01-Jun-27	100.615%	3.222%	10YR	83	85	86
						350	4.450%	01-Jun-45	111.556%	3.764%	T 2.75 8/47	102	108	122
AEP Texas Inc.	Baa1	/	A-	/	NR	300	3.800%	01-Oct-47	103.146%	3.624%	T 2.75 8/47	88	89	108
Indiana Michigan Power Company	Baa1 (O: +)	/	A-	/	BBB+u	300	3.750%	01-Jul-47	101.340%	3.674%	T 2.75 8/47	93	95	113
Southwestern Electric Power Co.	Baa2	/	A-	/	BBB+u	400	2.750%	01-Oct-26	96.261%	3.242%	10YR	85	88	89
						400	3.900%	01-Apr-45	101.929%	3.784%	T 2.75 8/47	104	110	123
<b>Alliant Energy</b>														
Wisconsin Power & Light Company	A2	/	A	/	NR	300	3.050%	15-Oct-27	99.878%	3.064%	10YR	67	67	68
Interstate Power & Light Company	Baa1	/	A-	/	NR	300	3.700%	15-Sep-46	100.105%	3.694%	T 2.75 8/47	95	98	115
<b>Con Ed</b>														
Consolidated Edison Co. of NY	A2	/	A-	/	A-	350	3.125%	15-Nov-27	100.771%	3.032%	10YR	64	65	66
						500	3.875%	15-Jun-47	104.118%	3.644%	T 2.75 8/47	90	92	110
<b>Dominion Resources</b>														
Virginia Electric Power Company	A2	/	BBB+	/	A	750	3.500%	15-Mar-27	103.162%	3.094%	10YR	70	73	74
						550	3.800%	15-Sep-47	102.610%	3.654%	T 2.75 8/47	91	93	111
<b>Eversource Energy</b>														
NSTAR Electric Company	A2	/	A+	/	A+	700	3.200%	15-May-27	101.092%	3.062%	10YR	67	69	70
						300	4.400%	01-Mar-44	113.630%	3.584%	T 2.75 8/47	84	92	104
<b>Exelon</b>														
Baltimore Gas & Electric Co.	A3	/	A-	/	A-	500	2.400%	15-Aug-26	94.545%	3.124%	10YR	73	77	78
						300	3.750%	15-Aug-47	101.882%	3.644%	T 2.75 8/47	90	92	110
<b>PG&amp;E</b>														
Pacific Gas & Electric Company	A2	/	A-	/	A	1,150	3.300%	01-Dec-27	99.734%	3.331%	10YR	91	95	94
						850	3.950%	01-Dec-47	101.317%	3.874%	T 2.75 8/47	113	114	133
<b>Pinnacle West</b>														
Arizona Public Service Company	A2	/	A- (O: +)	/	A	300	2.950%	15-Sep-27	98.394%	3.142%	10YR	75	76	77
						350	3.750%	15-May-46	102.367%	3.614%	T 2.75 8/47	87	91	106
<b>Southern Companies</b>														
Alabama Power Company	A1	/	A- (O: -)	/	A+	550	2.450%	30-Mar-22	99.526%	2.567%	5YR	40	48	37
						550	3.700%	01-Dec-47	101.173%	3.634%	T 2.75 8/47	89	90	108

Source: Bloomberg, MUFG  
u = Unsolicited

# Indicative New Issue Pricing

## KCP&L

### SENIOR NOTES: \$300 MILLION

	3 Year	5 Year	7 Year	10 Year	30 Year
Issuer	Kansas City Power & Light Co.	Kansas City Power & Light Co.	Kansas City Power & Light Co.	Kansas City Power & Light Co.	Kansas City Power & Light Co.
Ratings	Baa1 / BBB+ (O: +)	Baa1 / BBB+ (O: +)	Baa1 / BBB+ (O: +)	Baa1 / BBB+ (O: +)	Baa1 / BBB+ (O: +)
Benchmark	Trsy 1.875% 15 Dec 2020	Trsy 2% 30 Nov 2022	Trsy 2.125% 30 Nov 2024	Trsy 2.25% 15 Nov 2027	Trsy 2.75% 15 Aug 2047
Benchmark Yield	1.974%	2.215%	2.362%	2.453%	2.812%
Re-offer Benchmark Spread	+ 50 - Area	+ 65 - Area	+ 80 - Area	+ 90 - Area	+ 110 - Area
Re-Offer Yield	2.474%	2.865%	3.162%	3.353%	3.912%
Re-Offer Spread to US\$ Libor	+ 32 - Area	+ 61 - Area	+ 83 - Area	+ 92 - Area	+ 131 - Area

## KCP&L GMO

### SENIOR NOTES: \$300 MILLION

	3 Year	5 Year	7 Year	10 Year	30 Year
Issuer	KCP&L GMO Co.	KCP&L GMO Co.	KCP&L GMO Co.	KCP&L GMO Co.	KCP&L GMO Co.
Ratings	Baa2 / BBB+ (O: +)	Baa2 / BBB+ (O: +)	Baa2 / BBB+ (O: +)	Baa2 / BBB+ (O: +)	Baa2 / BBB+ (O: +)
Benchmark	Trsy 1.875% 15 Dec 2020	Trsy 2% 30 Nov 2022	Trsy 2.125% 30 Nov 2024	Trsy 2.25% 15 Nov 2027	Trsy 2.75% 15 Aug 2047
Benchmark Yield	1.974%	2.215%	2.362%	2.453%	2.812%
Re-offer Benchmark Spread	+ 55 - 60 bps	+ 70 - 75 bps	+ 85 - 90 bps	+ 95 - 100 bps	+ 115 - 120 bps
Re-Offer Yield	2.524%	2.915%	3.212%	3.403%	3.962%
Re-Offer Spread to US\$ Libor	+ 37 - 42 bps	+ 66 - 71 bps	+ 88 - 93 bps	+ 97 - 102 bps	+ 136 - 141 bps

Note: Yield is calculated to the tight end of the spread range.

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## Kansas City Power & Light Co.

### Indicative New Issue Pricing

January 17, 2018

# Comparable Secondary Trading Levels



## Operating Companies (Unsecured)

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Spread to Libor
<b>Great Plains Energy</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: -)	/	NR	300	4.200%	15-Jun-47	105.711%	3.870%	T 2.75 8/47	104	105	120
<b>AEP</b>														
Appalachian Power Company	Baa1	/	A-	/	BBB+u	325	3.300%	01-Jun-27	99.475%	3.365%	10YR	81	82	81
						350	4.450%	01-Jun-45	110.524%	3.820%	T 2.75 8/47	99	103	115
AEP Texas Inc.	Baa1	/	A-	/	NR	300	3.800%	01-Oct-47	101.401%	3.721%	T 2.75 8/47	89	90	105
Indiana Michigan Power Company	Baa1 (O: +)	/	A-	/	BBB+u	300	3.750%	01-Jul-47	100.530%	3.720%	T 2.75 8/47	89	90	105
<b>Alliant Energy</b>														
Wisconsin Power & Light Company	A2	/	A	/	NR	300	3.050%	15-Oct-27	98.540%	3.225%	10YR	67	67	66
Interstate Power & Light Company	Baa1	/	A-	/	NR	300	3.700%	15-Sep-46	99.299%	3.740%	T 2.75 8/47	91	93	107
<b>Con Ed</b>														
Consolidated Edison Co. of NY	A2	/	A-	/	A-	350	3.125%	15-Nov-27	99.742%	3.155%	10YR	60	60	59
						500	3.875%	15-Jun-47	104.731%	3.610%	T 2.75 8/47	78	79	94
<b>Dominion Resources</b>														
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	750	3.500%	15-Mar-27	101.954%	3.245%	10YR	69	71	70
						550	3.800%	15-Sep-47	102.134%	3.680%	T 2.75 8/47	85	86	101
<b>Eversource Energy</b>														
NSTAR Electric Company	A2	/	A+	/	A+	700	3.200%	15-May-27	100.113%	3.185%	10YR	63	65	64
						300	4.400%	01-Mar-44	112.412%	3.650%	T 2.75 8/47	82	88	97
<b>Exelon</b>														
Baltimore Gas & Electric Co.	A3	/	A-	/	A-	500	2.400%	15-Aug-26	94.003%	3.205%	10YR	65	68	67
						300	3.750%	15-Aug-47	101.230%	3.681%	T 2.75 8/47	85	86	101
<b>PG&amp;E</b>														
Pacific Gas & Electric Company	A2	/	A-	/	A	1,150	3.300%	01-Dec-27	99.734%	3.331%	10YR	99	95	94
						850	3.950%	01-Dec-47	98.946%	4.011%	T 2.75 8/47	118	118	134
<b>Pinnacle West</b>														
Arizona Public Service Company	A2	/	A- (O: +)	/	A	300	2.950%	15-Sep-27	97.484%	3.255%	10YR	70	70	69
						350	3.750%	15-May-46	101.372%	3.671%	T 2.75 8/47	84	87	100
<b>Southern Companies</b>														
Alabama Power Company	A1	/	A- (O: -)	/	A+	550	2.450%	30-Mar-22	98.749%	2.767%	5YR	39	48	36
						550	3.700%	01-Dec-47	100.879%	3.651%	T 2.75 8/47	82	83	98
<b>WEC Energy Group Inc</b>														
Wisconsin Public Service Corporation	A2	/	A-	/	A+	300	3.671%	01-Dec-42	99.841%	3.681%	T 2.75 8/47	85	92	100
						450	4.752%	01-Nov-44	117.942%	3.681%	T 2.75 8/47	85	90	101

Source: Bloomberg, MUFG  
u = Unsolicited

# Comparable Secondary Trading Levels



## Operating Companies (Secured)

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Spread to Libor
<b>Ameren Corporation</b>														
Ameren Illinois Company	A1	/	A (O: +)	/	NR	500	3.700%	01-Dec-47	101.062%	3.641%	T 2.75 8/47	81	82	97
Union Electric Company	A2	/	A (O: +)	/	Au	400	2.950%	15-Jun-27	98.738%	3.105%	10YR	55	56	55
						400	3.650%	15-Apr-45	100.339%	3.630%	T 2.75 8/47	80	84	96
<b>Berkshire Hathaway Energy</b>														
MidAmerican Energy Company	Aa2	/	A+	/	A+	375	3.100%	01-May-27	99.315%	3.185%	10YR	63	64	63
						475	3.950%	01-Aug-47	105.715%	3.630%	T 2.75 8/47	80	81	96
<b>CenterPoint Energy</b>														
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	300	3.000%	01-Feb-27	98.631%	3.175%	10YR	62	64	63
						600	4.500%	01-Apr-44	114.822%	3.610%	T 2.75 8/47	78	84	93
<b>CMS Energy</b>														
Consumers Energy Company	Aa3	/	A	/	A+	350	3.950%	15-Jul-47	106.643%	3.580%	T 2.75 8/47	75	76	91
<b>Duke</b>														
Duke Energy Carolinas, Inc.	Aa2	/	A	/	NR	550	3.700%	01-Dec-47	101.984%	3.590%	T 2.75 8/47	76	77	92
<b>Edison International</b>														
Southern California Edison Company	Aa3	/	A	/	A+	1,000	4.000%	01-Apr-47	106.376%	3.640%	T 2.75 8/47	81	83	97
<b>Eversource Energy</b>														
Connecticut Light & Power Company	A2	/	AA-	/	A+	300	3.200%	15-Mar-27	100.111%	3.185%	10YR	63	65	64
						350	4.150%	01-Jun-45	108.875%	3.630%	T 2.75 8/47	80	84	96
<b>Exelon</b>														
Commonwealth Edison Company	A1	/	A-	/	A	350	2.950%	15-Aug-27	98.231%	3.165%	10YR	61	62	61
						650	3.750%	15-Aug-47	102.677%	3.601%	T 2.75 8/47	77	78	93
<b>NextEra Energy</b>														
Florida Power & Light Company	Aa2	/	A	/	AA-	700	3.700%	01-Dec-47	102.351%	3.570%	T 2.75 8/47	74	75	90
<b>PPL Corporation</b>														
PPL Electric Utilities Corporation	A1	/	A	/	WD	475	3.950%	01-Jun-47	106.609%	3.581%	T 2.75 8/47	75	77	91
<b>PSEG</b>														
Public Service Electric & Gas	Aa3	/	A	/	A+u	425	3.000%	15-May-27	98.432%	3.195%	10YR	64	65	64
						350	3.600%	01-Dec-47	99.986%	3.601%	T 2.75 8/47	77	77	93
<b>Westar Energy</b>														
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	3.100%	01-Apr-27	99.392%	3.176%	10YR	63	64	63
						300	4.250%	01-Dec-45	109.981%	3.669%	T 2.75 8/47	85	88	101
<b>Xcel Energy</b>														
Northern States Power Co. (MN)	Aa3	/	A	/	A+	600	3.600%	15-Sep-47	100.526%	3.571%	T 2.75 8/47	74	75	90
Public Service Co. of Colorado	A1	/	A	/	A+	400	3.800%	15-Jun-47	103.928%	3.581%	T 2.75 8/47	75	77	91
Southwestern Public Service	A2	/	A	/	A-	450	3.700%	15-Aug-47	101.780%	3.601%	T 2.75 8/47	77	78	93

# Indicative New Issue Pricing

## KCP&L

### GENERAL MORTGAGE BONDS: \$300 MILLION

	10 Year	30 Year
Issuer	Kansas City Power & Light Co.	Kansas City Power & Light Co.
Ratings	A2 / A (O: +)	A2 / A (O: +)
Benchmark	Trsy 2.25% 15 Nov 2027	Trsy 2.75% 15 Aug 2047
Benchmark Yield	2.542%	2.813%
Re-offer Benchmark Spread	<b>+ 70 - Area</b>	<b>+ 85 - Area</b>
Re-Offer Yield	<b>3.242%</b>	<b>3.663%</b>
Re-Offer Spread to US\$ Libor	+ 69 - Area	+ 102 - Area

## KCP&L

### SENIOR NOTES: \$300 MILLION

	10 Year	30 Year
Issuer	Kansas City Power & Light Co.	Kansas City Power & Light Co.
Ratings	Baa1 / BBB+ (O: +)	Baa1 / BBB+ (O: +)
Benchmark	Trsy 2.25% 15 Nov 2027	Trsy 2.75% 15 Aug 2047
Benchmark Yield	2.542%	2.813%
Re-offer Benchmark Spread	<b>+ 85 - 90 bps</b>	<b>+ 105 - Area</b>
Re-Offer Yield	<b>3.392%</b>	<b>3.863%</b>
Re-Offer Spread to US\$ Libor	+ 84 - 89 bps	+ 122 - Area

*Note: Yield is calculated to the tight end of the spread range.*

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# Kansas City Power & Light Company

## Market Update Materials

February 8, 2018

# Indicative New Issue Pricing



Kansas City Power & Light Company (A2/A, s/p), \$[350] Million General Mortgage Bonds

30 - Year	
Treasury Benchmark	T 2.75% 15 Aug 2047
Benchmark Yield	3.143%
Re-Offer Spread	+ 85 - 90 bps
Re-Offer Yield	3.993% - 4.043%
Spread vs. 3mL	103 - 108 bps

as of February 8, 2018

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	Ranking
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	99.866%	4.208%	T 2.75 8/47	109	Unsecured
MidAmerican Energy Company	Aa2	/	A+	/	A+	700	3.650%	01-Aug-48	96.295%	3.858%	T 2.75 8/47	74	Secured
Connecticut Light & Power Company	A2	/	AA-	/	A+	350	4.150%	01-Jun-45	103.829%	3.918%	T 2.75 8/47	80	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	600	4.500%	01-Apr-44	109.707%	3.898%	T 2.75 8/47	73	Secured
Public Service Co. of Colorado	A1	/	A	/	A+	400	3.800%	15-Jun-47	98.814%	3.868%	T 2.75 8/47	75	Secured
Ameren Illinois Company	A1	/	A (O: +)	/	NR	500	3.700%	01-Dec-47	96.528%	3.898%	T 2.75 8/47	78	Secured
Duke Energy Florida, Inc.	A1	/	A	/	NR	600	3.400%	01-Oct-46	90.336%	3.968%	T 2.75 8/47	80	Secured
PPL Electric Utilities Corporation	A1	/	A	/	NR	475	3.950%	01-Jun-47	101.243%	3.878%	T 2.75 8/47	76	Secured
Commonwealth Edison Company	A1	/	A-	/	A	650	3.750%	15-Aug-47	97.594%	3.888%	T 2.75 8/47	77	Secured
Duke Energy Ohio, Inc.	A2 (O: +)	/	A	/	NR	350	3.700%	15-Jun-46	96.289%	3.918%	T 2.75 8/47	80	Secured
Union Electric Company	A2	/	A (O: +)	/	NR	400	3.650%	15-Apr-45	95.704%	3.908%	T 2.75 8/47	79	Secured
Southwestern Public Service	A2 (O: -)	/	A	/	A-	450	3.700%	15-Aug-47	95.872%	3.938%	T 2.75 8/47	82	Secured
Puget Sound Energy, Inc.	A2	/	A-	/	A	425	4.300%	20-May-45	104.770%	4.008%	T 2.75 8/47	84	Secured
Oncor Electric Delivery Company	A3	/	A (O: +)	/	BBB+ (W: +)	325	3.800%	30-Sep-47	97.771%	3.928%	T 2.75 8/47	81	Secured

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# Kansas City Power & Light Company

## Market Update Materials

February 16, 2018

# Indicative New Issue Pricing

Kansas City Power & Light Company (Baa1/BBB+, s/p), \$[350] Million Notes



	10 - Year	30 - Year
<b>Treasury Benchmark</b>	T 2.75% 15 Feb 2028	T 2.75% 15 Nov 2047
<b>Benchmark Yield</b>	2.864%	3.119%
<b>Re-Offer Spread</b>	<b>+ 90 - Area</b>	<b>+ 115 - Area</b>
<b>Re-Offer Yield</b>	<b>3.764% - Area</b>	<b>4.269% - Area</b>

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Security
<b>10-year Comparables</b>														
NSTAR Electric Company	A2	/	A+	/	A+	700	3.200%	15-May-27	97.300%	3.545%	10YR	67	69	Unsecured
Wisconsin Power & Light Company	A2	/	A	/	NR	300	3.050%	15-Oct-27	96.379%	3.495%	10YR	62	63	Unsecured
Arizona Public Service Company	A2	/	A- (O: +)	/	A	300	2.950%	15-Sep-27	94.583%	3.625%	10YR	75	76	Unsecured
Consolidated Edison Co. of NY	A2 (O: -)	/	A-	/	A-	350	3.125%	15-Nov-27	96.886%	3.505%	10YR	63	64	Unsecured
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	750	3.500%	15-Mar-27	99.269%	3.595%	10YR	72	74	Unsecured
Georgia Power Company	A3 (O: -)	/	A- (O: -)	/	A+ (W: -)	400	3.250%	30-Mar-27	96.809%	3.665%	10YR	79	81	Unsecured
Appalachian Power Company	Baa1	/	A-	/	BBB+	325	3.300%	01-Jun-27	97.148%	3.665%	10YR	79	81	Unsecured
<b>30-year Comparables</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	99.530%	4.228%	T 2.75 11/47	110	-	Unsecured
Oklahoma Gas & Electric Company	A1 (O: -)	/	A-	/	A+	300	3.850%	15-Aug-47	98.133%	3.958%	T 2.75 11/47	83	-	Unsecured
Alabama Power Company	A1 (O: -)	/	A- (O: -)	/	A+	550	3.700%	01-Dec-47	95.845%	3.938%	T 2.75 11/47	81	-	Unsecured
NSTAR Electric Company	A2	/	A+	/	A+	300	4.400%	01-Mar-44	106.729%	3.978%	T 2.75 11/47	85	-	Unsecured
Wisconsin Public Service Corporation	A2	/	A-	/	A+	450	4.752%	01-Nov-44	112.171%	3.998%	T 2.75 11/47	87	-	Unsecured
Arizona Public Service Company	A2	/	A- (O: +)	/	A	350	3.750%	15-May-46	95.824%	3.998%	T 2.75 11/47	87	-	Unsecured
Consolidated Edison Co. of NY	A2 (O: -)	/	A-	/	A-	500	3.875%	15-Jun-47	98.396%	3.968%	T 2.75 11/47	84	-	Unsecured
Baltimore Gas & Electric Co.	A3	/	A-	/	A-	300	3.750%	15-Aug-47	95.898%	3.988%	T 2.75 11/47	86	-	Unsecured
Georgia Power Company	A3 (O: -)	/	A- (O: -)	/	A+ (W: -)	1,100	4.300%	15-Mar-42	102.779%	4.117%	T 2.75 11/47	100	-	Unsecured
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	550	3.800%	15-Sep-47	96.754%	3.988%	T 2.75 11/47	86	-	Unsecured
Indiana Michigan Power Company	Baa1 (O: +)	/	A-	/	BBB+	300	3.750%	01-Jul-47	94.743%	4.058%	T 2.75 11/47	93	-	Unsecured
Appalachian Power Company	Baa1	/	A-	/	BBB+	350	4.450%	01-Jun-45	105.186%	4.128%	T 2.75 11/47	100	-	Unsecured
AEP Texas Inc.	Baa1	/	A-	/	NR	300	3.800%	01-Oct-47	96.077%	4.028%	T 2.75 11/47	90	-	Unsecured
Interstate Power & Light Company	Baa1	/	A-	/	NR	300	3.700%	15-Sep-46	93.979%	4.058%	T 2.75 11/47	93	-	Unsecured
Southwestern Electric Power Co.	Baa2	/	A-	/	NR	450	3.850%	01-Feb-48	95.099%	4.137%	T 2.75 11/47	102	-	Unsecured

# Indicative New Issue Pricing



Kansas City Power & Light Company (A2/A, s/p), \$[350] Million General Mortgage Bonds

	10 - Year	30 - Year
<b>Treasury Benchmark</b>	T 2.75% 15 Feb 2028	T 2.75% 15 Nov 2047
<b>Benchmark Yield</b>	2.864%	3.119%
<b>Re-Offer Spread</b>	<b>+ 70 - Area</b>	<b>+ 90 - Area</b>
<b>Re-Offer Yield</b>	<b>3.564% - Area</b>	<b>4.019% - Area</b>

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Security
<b>10-year Comparables</b>														
Connecticut Light & Power Company	A2	/	AA-	/	A+	300	3.200%	15-Mar-27	97.344%	3.545%	10YR	67	69	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	300	3.000%	01-Feb-27	95.704%	3.565%	10YR	69	71	Secured
Commonwealth Edison Company	A1	/	A-	/	A	350	2.950%	15-Aug-27	95.243%	3.545%	10YR	67	68	Secured
Union Electric Company	A2	/	A (O: +)	/	A	400	2.950%	15-Jun-27	96.004%	3.455%	10YR	58	60	Secured
Entergy Louisiana LLC	A2	/	A (O: +)	/	NR	450	3.120%	01-Sep-27	96.275%	3.585%	10YR	71	72	Secured
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	3.100%	01-Apr-27	96.635%	3.535%	10YR	66	68	Secured
<b>30-year Comparables</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	99.530%	4.228%	T 2.75 11/47	110	-	Unsecured
MidAmerican Energy Company	Aa2	/	A+	/	A+	700	3.650%	01-Aug-48	95.432%	3.908%	T 2.75 11/47	78	-	Secured
PECO Energy Company	Aa3	/	A-	/	A	325	3.900%	01-Mar-48	100.212%	3.888%	T 2.75 11/47	76	-	Secured
Connecticut Light & Power Company	A2	/	AA-	/	A+	350	4.150%	01-Jun-45	103.319%	3.948%	T 2.75 11/47	82	-	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	600	4.500%	01-Apr-44	109.184%	3.928%	T 2.75 11/47	80	-	Secured
Public Service Co. of Colorado	A1	/	A	/	A+	400	3.800%	15-Jun-47	98.124%	3.908%	T 2.75 11/47	78	-	Secured
Ameren Illinois Company	A1	/	A (O: +)	/	A	500	3.700%	01-Dec-47	95.509%	3.958%	T 2.75 11/47	83	-	Secured
Duke Energy Florida, Inc.	A1	/	A	/	NR	600	3.400%	01-Oct-46	90.975%	3.928%	T 2.75 11/47	80	-	Secured
PPL Electric Utilities Corporation	A1	/	A	/	NR	475	3.950%	01-Jun-47	100.204%	3.938%	T 2.75 11/47	81	-	Secured
Commonwealth Edison Company	A1	/	A-	/	A	800	4.000%	01-Mar-48	100.730%	3.958%	T 2.75 11/47	83	-	Secured
Duke Energy Ohio, Inc.	A2 (O: +)	/	A	/	NR	350	3.700%	15-Jun-46	95.797%	3.948%	T 2.75 11/47	83	-	Secured
Union Electric Company	A2	/	A (O: +)	/	A	400	3.650%	15-Apr-45	95.223%	3.938%	T 2.75 11/47	81	-	Secured
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	4.250%	01-Dec-45	103.821%	4.018%	T 2.75 11/47	89	-	Secured
Delmarva Power & Light Company	A2	/	A	/	A	375	4.150%	15-May-45	102.315%	4.008%	T 2.75 11/47	88	-	Secured
Southwestern Public Service	A2 (O: -)	/	A	/	A-	450	3.700%	15-Aug-47	95.202%	3.978%	T 2.75 11/47	85	-	Secured
Puget Sound Energy, Inc.	A2	/	A-	/	A	425	4.300%	20-May-45	104.935%	3.998%	T 2.75 11/47	88	-	Secured
Oncor Electric Delivery Company	A3	/	A (O: +)	/	BBB+ (W: +)	325	3.800%	30-Sep-47	96.750%	3.988%	T 2.75 11/47	86	-	Secured

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# Kansas City Power & Light Company

## Market Update Materials

February 21, 2018

# Indicative New Issue Pricing

Kansas City Power & Light Company (Baa1/BBB+, s/p), \$[350] Million Notes



	10 - Year	30 - Year
<b>Treasury Benchmark</b>	T 2.75% 15 Feb 2028	T 2.75% 15 Nov 2047
<b>Benchmark Yield</b>	2.952%	3.231%
<b>Re-Offer Spread</b>	<b>+ 90 - Area</b>	<b>+ 115 - Area</b>
<b>Re-Offer Yield</b>	<b>3.852% - Area</b>	<b>4.381% - Area</b>

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Security
<b>10-year Comparables</b>														
NSTAR Electric Company	A2	/	A+	/	A+	700	3.200%	15-May-27	96.616%	3.635%	10YR	69	71	Unsecured
Wisconsin Power & Light Company	A2	/	A	/	NR	300	3.050%	15-Oct-27	95.829%	3.565%	10YR	62	63	Unsecured
Arizona Public Service Company	A2	/	A- (O: +)	/	A	300	2.950%	15-Sep-27	94.124%	3.685%	10YR	74	75	Unsecured
Consolidated Edison Co. of NY	A2 (O: -)	/	A-	/	A-	350	3.125%	15-Nov-27	96.570%	3.545%	10YR	60	61	Unsecured
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	750	3.500%	15-Mar-27	98.740%	3.665%	10YR	72	74	Unsecured
Georgia Power Company	A3 (O: -)	/	A- (O: -)	/	A+ (W: -)	400	3.250%	30-Mar-27	96.438%	3.715%	10YR	77	79	Unsecured
Appalachian Power Company	Baa1	/	A-	/	BBB+	325	3.300%	01-Jun-27	96.770%	3.715%	10YR	77	79	Unsecured
<b>30-year Comparables</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	97.924%	4.325%	T 2.75 11/47	110	-	Unsecured
Oklahoma Gas & Electric Company	A1 (O: -)	/	A-	/	A+	300	3.850%	15-Aug-47	96.654%	4.045%	T 2.75 11/47	82	-	Unsecured
Alabama Power Company	A1 (O: -)	/	A- (O: -)	/	A+	550	3.700%	01-Dec-47	94.213%	4.035%	T 2.75 11/47	81	-	Unsecured
NSTAR Electric Company	A2	/	A+	/	A+	300	4.400%	01-Mar-44	105.121%	4.075%	T 2.75 11/47	85	-	Unsecured
Wisconsin Public Service Corporation	A2	/	A-	/	A+	450	4.752%	01-Nov-44	110.483%	4.095%	T 2.75 11/47	87	-	Unsecured
Arizona Public Service Company	A2	/	A- (O: +)	/	A	350	3.750%	15-May-46	94.248%	4.095%	T 2.75 11/47	87	-	Unsecured
Consolidated Edison Co. of NY	A2 (O: -)	/	A-	/	A-	500	3.875%	15-Jun-47	96.753%	4.065%	T 2.75 11/47	84	-	Unsecured
Baltimore Gas & Electric Co.	A3	/	A-	/	A-	300	3.750%	15-Aug-47	94.776%	4.055%	T 2.75 11/47	83	-	Unsecured
Georgia Power Company	A3 (O: -)	/	A- (O: -)	/	A+ (W: -)	1,100	4.300%	15-Mar-42	100.968%	4.235%	T 2.75 11/47	101	-	Unsecured
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	550	3.800%	15-Sep-47	94.798%	4.105%	T 2.75 11/47	88	-	Unsecured
Indiana Michigan Power Company	Baa1 (O: +)	/	A-	/	BBB+	300	3.750%	01-Jul-47	93.158%	4.155%	T 2.75 11/47	93	-	Unsecured
Appalachian Power Company	Baa1	/	A-	/	BBB+	350	4.450%	01-Jun-45	103.576%	4.225%	T 2.75 11/47	100	-	Unsecured
AEP Texas Inc.	Baa1	/	A-	/	NR	300	3.800%	01-Oct-47	94.628%	4.115%	T 2.75 11/47	89	-	Unsecured
Interstate Power & Light Company	Baa1	/	A-	/	NR	300	3.700%	15-Sep-46	92.111%	4.175%	T 2.75 11/47	95	-	Unsecured
Southwestern Electric Power Co.	Baa2	/	A-	/	NR	450	3.850%	01-Feb-48	93.977%	4.205%	T 2.75 11/47	98	-	Unsecured

# Indicative New Issue Pricing



Kansas City Power & Light Company (A2/A, s/p), \$[350] Million General Mortgage Bonds

	10 - Year	30 - Year
<b>Treasury Benchmark</b>	T 2.75% 15 Feb 2028	T 2.75% 15 Nov 2047
<b>Benchmark Yield</b>	2.952%	3.231%
<b>Re-Offer Spread</b>	<b>+ 70 - Area</b>	<b>+ 90 - Area</b>
<b>Re-Offer Yield</b>	<b>3.652% - Area</b>	<b>4.131% - Area</b>

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Security
<b>10-year Comparables</b>														
Connecticut Light & Power Company	A2	/	AA-	/	A+	300	3.200%	15-Mar-27	96.745%	3.625%	10YR	68	70	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	300	3.000%	01-Feb-27	95.679%	3.569%	10YR	67	70	Secured
Commonwealth Edison Company	A1	/	A-	/	A	350	2.950%	15-Aug-27	94.707%	3.615%	10YR	67	68	Secured
Union Electric Company	A2	/	A (O: +)	/	A	400	2.950%	15-Jun-27	95.977%	3.459%	10YR	56	58	Secured
Entergy Louisiana LLC	A2	/	A (O: +)	/	NR	450	3.120%	01-Sep-27	96.091%	3.609%	10YR	71	72	Secured
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	3.100%	01-Apr-27	96.262%	3.585%	10YR	64	66	Secured
<b>30-year Comparables</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	97.924%	4.325%	T 2.75 11/47	110	-	Unsecured
MidAmerican Energy Company	Aa2	/	A+	/	A+	700	3.650%	01-Aug-48	93.613%	4.015%	T 2.75 11/47	79	-	Secured
PECO Energy Company	Aa3	/	A-	/	A	325	3.900%	01-Mar-48	99.412%	3.933%	T 2.75 11/47	78	-	Secured
Connecticut Light & Power Company	A2	/	AA-	/	A+	350	4.150%	01-Jun-45	102.859%	3.975%	T 2.75 11/47	82	-	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	600	4.500%	01-Apr-44	108.774%	3.952%	T 2.75 11/47	77	-	Secured
Public Service Co. of Colorado	A1	/	A	/	A+	400	3.800%	15-Jun-47	97.559%	3.941%	T 2.75 11/47	79	-	Secured
Ameren Illinois Company	A1	/	A (O: +)	/	A	500	3.700%	01-Dec-47	95.950%	3.932%	T 2.75 11/47	78	-	Secured
Duke Energy Florida, Inc.	A1	/	A	/	NR	600	3.400%	01-Oct-46	90.711%	3.944%	T 2.75 11/47	79	-	Secured
PPL Electric Utilities Corporation	A1	/	A	/	NR	475	3.950%	01-Jun-47	99.718%	3.966%	T 2.75 11/47	81	-	Secured
Commonwealth Edison Company	A1	/	A-	/	A	800	4.000%	01-Mar-48	100.081%	3.995%	T 2.75 11/47	84	-	Secured
Duke Energy Ohio, Inc.	A2 (O: +)	/	A	/	NR	350	3.700%	15-Jun-46	94.584%	4.022%	T 2.75 11/47	84	-	Secured
Union Electric Company	A2	/	A (O: +)	/	A	400	3.650%	15-Apr-45	94.958%	3.954%	T 2.75 11/47	80	-	Secured
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	4.250%	01-Dec-45	103.205%	4.054%	T 2.75 11/47	90	-	Secured
Delmarva Power & Light Company	A2	/	A	/	A	375	4.150%	15-May-45	102.055%	4.023%	T 2.75 11/47	87	-	Secured
Southwestern Public Service	A2 (O: -)	/	A	/	A-	450	3.700%	15-Aug-47	94.732%	4.006%	T 2.75 11/47	85	-	Secured
Puget Sound Energy, Inc.	A2	/	A-	/	A	425	4.300%	20-May-45	105.270%	3.978%	T 2.75 11/47	82	-	Secured
Oncor Electric Delivery Company	A3	/	A (O: +)	/	BBB+ (W: +)	325	3.800%	30-Sep-47	96.765%	3.987%	T 2.75 11/47	83	-	Secured

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# Kansas City Power & Light Company

## Market Update Materials

February 23, 2018

# Indicative New Issue Pricing

Kansas City Power & Light Company (Baa1/BBB+, s/p), \$300 Million Notes



	10 - Year	30 - Year
<b>Treasury Benchmark</b>	T 2.75% 15 Feb 2028	T 2.75% 15 Nov 2047
<b>Benchmark Yield</b>	2.868%	3.167%
<b>Re-Offer Spread</b>	<b>+ 90 - Area</b>	<b>+ 115 - Area</b>
<b>Re-Offer Yield</b>	<b>3.768% - Area</b>	<b>4.317% - Area</b>

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Security
<b>10-year Comparables</b>														
NSTAR Electric Company	A2	/	A+	/	A+	700	3.200%	15-May-27	97.219%	3.556%	10YR	67	69	Unsecured
Wisconsin Power & Light Company	A2	/	A	/	NR	300	3.050%	15-Oct-27	95.950%	3.550%	10YR	66	67	Unsecured
Arizona Public Service Company	A2	/	A- (O: +)	/	A	300	2.950%	15-Sep-27	94.583%	3.626%	10YR	74	75	Unsecured
Consolidated Edison Co. of NY	A2 (O: -)	/	A-	/	A-	350	3.125%	15-Nov-27	97.043%	3.486%	10YR	60	61	Unsecured
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	750	3.500%	15-Mar-27	99.235%	3.600%	10YR	73	76	Unsecured
Georgia Power Company	A3 (O: -)	/	A- (O: -)	/	A+ (W: -)	400	3.250%	30-Mar-27	96.929%	3.650%	10YR	78	80	Unsecured
Appalachian Power Company	Baa1	/	A-	/	BBB+	325	3.300%	01-Jun-27	97.220%	3.656%	10YR	77	79	Unsecured
<b>30-year Comparables</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	98.690%	4.279%	T 2.75 11/47	110	-	Unsecured
Oklahoma Gas & Electric Company	A1 (O: -)	/	A-	/	A+	300	3.850%	15-Aug-47	97.596%	3.989%	T 2.75 11/47	81	-	Unsecured
Alabama Power Company	A1 (O: -)	/	A- (O: -)	/	A+	550	3.700%	01-Dec-47	94.992%	3.989%	T 2.75 11/47	81	-	Unsecured
NSTAR Electric Company	A2	/	A+	/	A+	300	4.400%	01-Mar-44	105.887%	4.029%	T 2.75 11/47	85	-	Unsecured
Wisconsin Public Service Corporation	A2	/	A-	/	A+	450	4.752%	01-Nov-44	111.443%	4.039%	T 2.75 11/47	86	-	Unsecured
Arizona Public Service Company	A2	/	A- (O: +)	/	A	350	3.750%	15-May-46	95.311%	4.029%	T 2.75 11/47	85	-	Unsecured
Consolidated Edison Co. of NY	A2 (O: -)	/	A-	/	A-	500	3.875%	15-Jun-47	97.537%	4.019%	T 2.75 11/47	84	-	Unsecured
Baltimore Gas & Electric Co.	A3	/	A-	/	A-	300	3.750%	15-Aug-47	95.739%	3.997%	T 2.75 11/47	83	-	Unsecured
Georgia Power Company	A3 (O: -)	/	A- (O: -)	/	A+ (W: -)	1,100	4.300%	15-Mar-42	101.943%	4.171%	T 2.75 11/47	99	-	Unsecured
Virginia Electric Power Company	A2	/	BBB+ (O: -)	/	A	550	3.800%	15-Sep-47	95.571%	4.059%	T 2.75 11/47	88	-	Unsecured
Indiana Michigan Power Company	Baa1 (O: +)	/	A-	/	BBB+	300	3.750%	01-Jul-47	93.915%	4.109%	T 2.75 11/47	93	-	Unsecured
Appalachian Power Company	Baa1	/	A-	/	BBB+	350	4.450%	01-Jun-45	104.343%	4.179%	T 2.75 11/47	100	-	Unsecured
AEP Texas Inc.	Baa1	/	A-	/	NR	300	3.800%	01-Oct-47	95.206%	4.080%	T 2.75 11/47	90	-	Unsecured
Interstate Power & Light Company	Baa1	/	A-	/	NR	300	3.700%	15-Sep-46	93.127%	4.111%	T 2.75 11/47	93	-	Unsecured
Southwestern Electric Power Co.	Baa2	/	A-	/	NR	450	3.850%	01-Feb-48	94.741%	4.159%	T 2.75 11/47	98	-	Unsecured

# Indicative New Issue Pricing

Kansas City Power & Light Company (A2/A, s/p), \$300 Million General Mortgage Bonds



	10 - Year	30 - Year
<b>Treasury Benchmark</b>	T 2.75% 15 Feb 2028	T 2.75% 15 Nov 2047
<b>Benchmark Yield</b>	2.868%	3.167%
<b>Re-Offer Spread</b>	<b>+ 70 - Area</b>	<b>+ 90 - Area</b>
<b>Re-Offer Yield</b>	<b>3.568% - Area</b>	<b>4.067% - Area</b>

## Comparable Secondary Trading Levels

Issuer	Moody's	/	S&P	/	Fitch	Amount (\$MM)	Coupon	Maturity	Bid Price	Bid Yield	Benchmark	Current Bid	G-Curve Spread	Security
<b>10-year Comparables</b>														
Connecticut Light & Power Company	A2	/	AA-	/	A+	300	3.200%	15-Mar-27	97.415%	3.536%	10YR	65	67	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	300	3.000%	01-Feb-27	95.824%	3.550%	10YR	68	71	Secured
Commonwealth Edison Company	A1	/	A-	/	A	350	2.950%	15-Aug-27	95.227%	3.548%	10YR	66	67	Secured
Union Electric Company	A2	/	A (O: +)	/	A	400	2.950%	15-Jun-27	95.897%	3.470%	10YR	60	62	Secured
Entergy Louisiana LLC	A2	/	A (O: +)	/	NR	450	3.120%	01-Sep-27	96.336%	3.578%	10YR	69	70	Secured
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	3.100%	01-Apr-27	96.708%	3.526%	10YR	64	66	Secured
<b>30-year Comparables</b>														
Kansas City Power & Light Co.	Baa1	/	BBB+ (O: +)	/	NR	300	4.200%	15-Jun-47	98.690%	4.279%	T 2.75 11/47	110	-	Unsecured
MidAmerican Energy Company	Aa2	/	A+	/	A+	700	3.650%	01-Aug-48	94.908%	3.939%	T 2.75 11/47	76	-	Secured
PECO Energy Company	Aa3	/	A-	/	A	325	3.900%	01-Mar-48	98.976%	3.959%	T 2.75 11/47	78	-	Secured
Connecticut Light & Power Company	A2	/	AA-	/	A+	350	4.150%	01-Jun-45	102.803%	3.979%	T 2.75 11/47	80	-	Secured
CenterPoint Energy Houston El. LLC	A1	/	A	/	A+	600	4.500%	01-Apr-44	108.511%	3.967%	T 2.75 11/47	80	-	Secured
Public Service Co. of Colorado	A1	/	A	/	A+	400	3.800%	15-Jun-47	97.091%	3.969%	T 2.75 11/47	79	-	Secured
Ameren Illinois Company	A1	/	A (O: +)	/	A	500	3.700%	01-Dec-47	95.498%	3.959%	T 2.75 11/47	78	-	Secured
Duke Energy Florida, Inc.	A1	/	A	/	NR	600	3.400%	01-Oct-46	90.184%	3.978%	T 2.75 11/47	80	-	Secured
PPL Electric Utilities Corporation	A1	/	A	/	NR	475	3.950%	01-Jun-47	100.206%	3.938%	T 2.75 11/47	76	-	Secured
Commonwealth Edison Company	A1	/	A-	/	A	800	4.000%	01-Mar-48	99.503%	4.029%	T 2.75 11/47	85	-	Secured
Duke Energy Ohio, Inc.	A2 (O: +)	/	A	/	NR	350	3.700%	15-Jun-46	95.147%	3.987%	T 2.75 11/47	82	-	Secured
Union Electric Company	A2	/	A (O: +)	/	A	400	3.650%	15-Apr-45	95.332%	3.931%	T 2.75 11/47	75	-	Secured
Westar Energy, Inc.	A2	/	A (O: +)	/	NR	300	4.250%	01-Dec-45	102.605%	4.090%	T 2.75 11/47	91	-	Secured
Delmarva Power & Light Company	A2	/	A	/	A	375	4.150%	15-May-45	101.642%	4.049%	T 2.75 11/47	87	-	Secured
Southwestern Public Service	A2 (O: -)	/	A	/	A-	450	3.700%	15-Aug-47	94.361%	4.029%	T 2.75 11/47	85	-	Secured
Puget Sound Energy, Inc.	A2	/	A-	/	A	425	4.300%	20-May-45	104.917%	3.999%	T 2.75 11/47	82	-	Secured
Oncor Electric Delivery Company	A3	/	A (O: +)	/	BBB+ (W: +)	325	3.800%	30-Sep-47	96.402%	4.009%	T 2.75 11/47	83	-	Secured

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