

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM U-1
APPLICATION/DECLARATION
UNDER THE
PUBLIC UTILITY HOLDING COMPANY ACT OF 1935

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

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

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

Great Plains Energy Incorporated

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

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

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

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*To be formed upon approval of the Commission

ITEM 1. DESCRIPTION OF THE PROPOSED TRANSACTIONS

A. INTRODUCTION AND GENERAL REQUEST

1. GENERAL

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

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

Reorganization, and that KCPL intended to file with the Commission not later than April 30, 2002, an application/declaration seeking authority to create a service company and to implement the final support service structure for the Great Plains Energy system.

The Order (at pages 15-16) noted KCPL's intention to file an application/declaration seeking authority to create a service company ("Future Service Company Application") and to implement the final support service structure for the GPE holding company system. The Order authorized KCPL and the nonutility subsidiaries, until the Future Service Company Application is made effective, to provide support services on an interim basis, as well as sell goods, to each other and to GPE consistent with current practice (as well as services and goods of a substantially similar nature) (the "Interim Period").

2. GENERAL REQUEST

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

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

B. DESCRIPTION OF THE PARTIES TO THE TRANSACTION

GPE is a registered holding company under the Act. GPE currently has three direct subsidiaries: KCPL, KLT Inc. and Great Plains Power Incorporated ("GPP"). KCPL is the only public utility company in the GPE system, and provides electricity at retail in portions of Kansas and Missouri and at wholesale. GPE's direct and indirect utility and nonutility subsidiaries are referred to in this Application/Declaration individually as a "Subsidiary" and collectively as "Subsidiaries".

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

It is anticipated that GPES will be incorporated as a Missouri corporation and have a minimal equity capitalization - not more than 1,000 shares with total equity capital of not more

(1) The Service Agreement between GPES and KCPL must be filed with the Kansas Corporation Commission (the "KCC") to be effective, pursuant to K.S.A. 66-1402. No KCC approval is required for the Service Agreement to be effective; however, the KCC may, after hearing, disapprove the agreement if it finds the agreement is not in the public interest.

than \$10,000. It is anticipated that GPES will finance its business through the issuance of debt securities exempted under Rule 52(b) to associate companies or unaffiliated parties, or as otherwise authorized by the Act, Rules and Commission orders.

C. INTRA-SYSTEM PROVISION OF SERVICES

1. GPES

In order to ensure adequate oversight and realize economies of scale, certain administrative and service functions for the GPE system will be consolidated and provided, either in whole or in part, through GPES. As a general rule, the individual system companies will maintain services that can benefit from individualized application at the company level, with GPES offering system-wide coordination and strategy, compliance, oversight and other services where economies can be captured by the centralization of services. In particular, it is anticipated that, subject to the requirements or limitations of state and federal law, the following classes of service may be offered by GPES, through departments that will be established following its formation and that may offer more than one class of services, to system companies.(2) These classes are grouped into two categories: corporate services and shared services. Clients will be required to take the services in the first category; Clients may choose which services to take in the shared services category, subject to the terms and conditions of the Service Agreement.

A. CORPORATE SERVICES

1. CORPORATE SECRETARY

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

(2) These classes of services, with a more detailed explanation of each service, are contained in Appendix A to the Service Agreement, Exhibit B-1.

2. CORPORATE ETHICS & GOVERNANCE

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

3. LEGAL LIABILITY ASSESSMENT AND PUHCA

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

4. EXECUTIVE BENEFITS

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

5. INTERNAL AUDITS

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

6. INVESTOR RELATIONS

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

7. CORPORATE COMMUNICATIONS

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

8. CORPORATE FINANCE

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

9. EXTERNAL REPORTING

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

10. EXECUTIVE SERVICES

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

11. ENVIRONMENTAL SERVICES

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

12. CORPORATE SECURITY SERVICES

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

13. GOVERNMENTAL AFFAIRS SERVICES

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

14. COMMUNITY RELATIONS

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

15. CORPORATE ACCOUNTING SERVICES

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

16. CORPORATE DEVELOPMENT AND STRATEGIC PLANNING

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

17. TAX SERVICES

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

18. CORPORATE BUDGETING

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

19. INSURANCE SERVICES

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

20. LEADERSHIP SERVICES

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

21. DIVERSITY SERVICES

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

22. ASSOCIATE SERVICES

These services include employee issue resolution services.

B. SHARED SERVICES

1. ASSOCIATE BENEFITS SERVICES

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

2. ASSOCIATE RELATIONS SERVICES

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

3. ASSOCIATE COMPENSATION SERVICES

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

4. ASSOCIATE COMMUNICATION SERVICES

These services include providing information to associates.

5. EMPLOYMENT INVOLVEMENT SERVICES

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

6. ASSOCIATE TRAINING SERVICES

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

7. SAFETY & MEDICAL SERVICES

These services include providing information, education and training for associates to comply with governmental regulations and corporate policy, providing electrical safety information

to the public, providing medical services for treatment of associates sustaining work related injuries and illnesses and administering physical exams.

8. MAIL SERVICES

These services include mail receipt, sorting and delivery service.

9. DOCUMENT PROCESSING SERVICES

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

10. FACILITY SERVICES

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

11. LEGAL SERVICES

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

12. SECURITY SERVICES

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

13. PURCHASING SERVICES

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

14. OPERATIONAL AUDIT SERVICES

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

15. TELECOMMUNICATION SERVICES

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

16. NETWORK SERVICES

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

17. MAPPING & DRAFTING SERVICES

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

18. IT SYSTEM DELIVERY SERVICES

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

19. IT SYSTEM OPERATION SERVICES

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

20. INFRASTRUCTURE SERVICES

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

21. ACCOUNTS PAYABLE SERVICES

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

22. PAYROLL SERVICES

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

23. CUSTOMER BILLING SERVICES

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

24. CASHIER SERVICES

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

25. CASH MANAGEMENT SERVICES

These services include managing funds and liquidity for Clients.

26. CONTRACT MANAGEMENT SERVICES

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

27. ACCOUNT MANAGEMENT SERVICES

These services include administering and managing Service Agreements.

28. INVOICING/CHARGE-BACK SERVICES

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

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

As compensation for the services to be rendered under the Service Agreements, Clients shall pay to GPES all costs which reasonably can be identified and related to particular services performed by Service Company for or on their behalf. All charges for services shall be distributed among Clients, to the extent possible, based on direct assignment. The amounts remaining after direct assignment shall be allocated among the Clients using the allocation methods set forth in Appendix B of the Service Agreement, Exhibit B-1. Thus, charges for all services provided by GPES to its affiliated utility company and non-utility companies under the Service Agreements will be on an "at cost" basis as determined under Rules 90 and 91 of the Act. In addition, Applicants are requesting that GPES and nonutility subsidiaries be authorized to enter into other agreements to provide construction, goods and services to certain associate companies at their market value, as described in Section C.3. of Item 1, below.

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

accounts. Exhibit B-2 contains the proposed procedures to be used in implementing and administering the Service Agreements.

It is also anticipated that, coincident with the transfer of personnel to GPES, KCPL will transfer to GPES a small amount of tangible personal property, comprised of leasehold improvements and general office equipment, which will be used by GPES in providing services to its Clients. Certain enterprise-wide capitalized software costs will also be transferred to GPES. The net book value of the property proposed to be transferred to GPES is approximately \$4.9 million.(3) GPES will pay to KCPL the net book value of the property, pursuant to Rule 90. The payment may be in the form of cash or a promissory note bearing interest at the effective cost of capital of KCPL.(4) The proposed transfer of personal property by KCPL to GPES is subject to the approval of the Missouri Public Service Commission.(5)

KCPL is currently the lessee of certain office space, computer hardware, other office equipment and vehicles, and is the licensee under certain software license agreements. It is anticipated that GPES, and perhaps other Subsidiaries, will occupy portions of the leased office space and will use portions of the leased computer hardware, office equipment and vehicles. Further, GPES, and perhaps other Subsidiaries, will also use portions of software currently licensed by KCPL. Applicants anticipate that, to the extent reasonably allowable under these leases and licenses, GPES will be substituted for KCPL as the lessee or licensee, as applicable.(6) GPES would then sublease or otherwise provide, at cost, office space, computer hardware, other office equipment and vehicles, and software to itself, GPE, KCPL and Subsidiaries. GPES may, in the future, enter into various leases, licenses or other arrangements where such leases, licenses or other arrangements will pertain to more than a single company in the GPE system. GPES will charge each affected associate company for the cost thereof pursuant to the Service Agreement and the Commission's rules.

(3) Applicants believe that none of the property proposed to be transferred constitutes "utility assets" as defined by Section 2(18) of the Act. To the extent the property constitutes "goods" of KCPL, the transfer is permitted by Rule 87(b)(4).

(4) Rule 52(b).

(5) Section 393.190, RSMo.

(6) In certain situations in which KCPL is the predominant user of the leased or licensed items, KCPL may remain the lessee and licensee and provide a portion of the leased or licensed items to GPES and other Subsidiaries. See Section C.2.a. of Item 1, below.

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

Rule 88(b) provides that "(A) finding by the commission that a subsidiary company of a registered holding company . is so organized and conducted, or is to be so conducted, as to meet the requirements of Section 13(b) of the Act with respect to reasonable assurance of efficient and economical performance of services or construction or sale of goods for the benefit of associate companies, at cost fairly and equitably allocated among them (or as permitted by [Rule 90]), will be made only pursuant to a declaration filed with the Commission on Form U-13-1, as specified in the instructions for that form, by such company or the persons proposing to organize it." Notwithstanding the foregoing language, the Commission has on at least two recent occasions made findings under Section 13(b) based on information set forth in an application on Form U-1, without requiring the formal filing on Form U-13-1. See UNITIL CORP., 51 SEC Docket 562 (April 24, 1992); CINERGY CORP., 57 SEC Docket 2353 (October 21, 1994). The Order as well contemplates that an application/declaration would be filed by GPE seeking authority to create a service company (Order at 15). In this Application/Declaration, GPE has submitted substantially the same application information as would have been submitted in a Form U-13-1.

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

2. SERVICES, GOODS AND ASSETS INVOLVING KCPL

A. GENERALLY

KCPL, currently the only public utility in the GPE system, may provide to associate companies services incidental to its utility business, including but not limited to leases or subleases of office or other space with associate companies, services of personnel with specialized expertise and usage of KCPL's integrated voice and data communications system. In addition, to the extent that current leases, licenses and other arrangements respecting goods and services used by KCPL and one or more associate companies cannot be reasonably transferred to GPES, or in situations in which KCPL is the predominant user of such goods and services, KCPL may make available a portion of the associated goods and services to associate companies through leases, licenses or similar arrangements. All such goods and services will be provided to associate companies in accordance with Rules 87, 90 and 91. To the extent such matters do not fall within the exception provided in Rule 87(a)(3), Applicants request authorization for KCPL to engage in such activities.

Further, KCPL leases certain utility assets, such as transmission facilities and railcars, and has entered into lease arrangements for five combustion turbines, as authorized in the Order and described in the underlying application/declaration.

B. WOLF CREEK NUCLEAR OPERATING CORPORATION

Wolf Creek Nuclear Operating Corporation ("WCNOC"), a nonutility subsidiary of KCPL, provides operation, maintenance, repair and decommissioning services at cost solely as agent for the owners of Wolf Creek Generating Station.(7) WCNOC has been providing these services to the owners since 1987 pursuant to a certain Wolf Creek Generating Station Operating Agreement dated April 15, 1986, attached hereto as Exhibit B-3 (the "Operating Agreement"). The Operating Agreement provides (in Section 4.02) that all of the services rendered by WCNOC will be at actual cost without profit.

Further, the owners of Wolf Creek Generating Station may from time to time provide services and goods to WCNOC pursuant to a General Support Services Agreement dated January

(7) KCPL holds an undivided 47% ownership interest in Wolf Creek Generating Station, and 47% of the voting securities of WCNOC.

1, 1987, and an Emergency Plan Support Services Agreement dated January 1, 1987, which are attached hereto as Exhibits B-4 and B-5, respectively. Goods and services provided to WCNOC pursuant to those agreements are provided at cost (which is defined to be direct cost plus percentage indirect cost adders for applicable fringe benefits and overheads).(8) These indirect costs adders are subject to periodic adjustment to reflect the actual costs of each owner providing such goods and services. Applicants believe these agreements conform to Rules 90 and 91.

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

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

C. LEASE OF EXCESS OFFICE SPACE OR OTHER NONUTILITY FACILITIES.

KCPL may from time to time lease or sublease excess office space or other nonutility facilities to unaffiliated third parties. To the extent such matters are deemed jurisdictional, KCPL seeks authorization to engage in such activities.(9)

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

(9) See CENTRAL POWER & LIGHT COMPANY, HCAR 26408 (November 13, 1995).

3. SERVICES, GOODS AND ASSETS INVOLVING NONUTILITY
ASSOCIATE COMPANIES

In the Order (pp. 12-13), existing and future intermediate subsidiaries of GPE were authorized to provide management, administrative, project development and operating services at fair market prices to certain classes of nonutility subsidiaries.

Applicants hereby request that this existing authorization be expanded to allow GPES and all other nonutility Subsidiaries (whether or not such entities are intermediate subsidiaries of GPE) to enter into agreements to provide construction, goods or services to certain associate companies enumerated below at fair market prices determined without regard to cost, and therefore request an exemption (to the extent that Rule 90(d) of the Act does not apply) under Section 13(b) from the cost standards of Rules 90 and 91.

In recent decisions¹⁰, the Commission has approved such relief allowing "at market" pricing for substantially the following transactions, and Applicants request similar relief, if the client company is:

- (a) a FUCO or foreign EWG that derives no part of its income, directly or indirectly, from the generation, transmission or distribution of electric energy for sale within the United States;
- (b) an EWG that sells electricity at market-based rates which have been approved by the FERC, provided that the purchaser is not KCPL;
- (c) a "qualifying facility" ("QF") within the meaning of the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA") that sells electricity exclusively (i) at rates negotiated at arms' length to one or more industrial or commercial customers purchasing the electricity for their own use and not for resale, and/or (ii) to an electric utility company at the purchaser's "avoided cost" as determined in accordance with the regulations under PURPA;

(10) See, e.g., EXELON CORP., Holding Co. Act Release No. 27256 (2000); NEW CENTURY ENERGIES, Holding Co. Act Release No. 27212 (2000); NISOURCE INC., Holding Co. Act Release no. 27265).

- (d) a domestic EWG or QF that sells electricity at rates based upon its cost of service, as approved by FERC or any state public utility commission having jurisdiction, provided that the purchaser is not KCPL; or
- (e) a Rule 58 subsidiary or any other nonutility Subsidiary that (i) is partially-owned, directly or indirectly, by GPE, provided that the ultimate purchaser of such goods or services is not KCPL (or any other entity that GPE may form whose activities and operations are primarily related to the provision of goods and services to KCPL), (ii) is engaged solely in the business of developing, owning, operating and/or providing services or goods to nonutility Subsidiaries described in clauses (a) through (e) immediately above, or (iii) does not derive, directly or indirectly, any material part of its income from sources within the United States and is not a public utility company operating within the United States.

In addition to the foregoing matters, the nonutility Subsidiaries (excluding GPES) may provide to one another, and to GPE, GPES and KCPL, goods and services (including leases and subleases of office space and other nonutility property) in accordance with Rules 87, 90 and 91.

ITEM 2. FEES, COMMISSIONS AND EXPENSES.

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

ITEM 3. APPLICABLE STATUTORY PROVISIONS.

Section 13 of the Act and Rules 88, 90 and 91 are considered applicable to the proposed transactions.

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

ITEM 4. REGULATORY APPROVALS.

The Missouri Public Service Commission (the "MPSC") has jurisdiction over the transfer of assets by a public utility, Section 393.190, RSMo. The MPSC has also enacted rules governing the transactions among utilities and affiliated companies, 4 CSR 240-20.015.

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

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

GPE will file information on any action that may be taken by either the MPSC or the KCC with respect to these matters in an amendment to this Application/Declaration. Except as stated above, no state or deferral regulatory agency other than the Commission under the Act has jurisdiction over the proposed transactions.

ITEM 5. PROCEDURE

Applicants/declarants respectfully request the Commission issue and publish not later than May 15, 2002, the requisite notice under Rule 23 with respect to the filing of this Application/Declaration, such notice to specify a date not later than June 1, 2002, by which comments may be entered and a date not later than June 15, 2002, as a date after which an order of the Commission granting and permitting this Application/Declaration to become effective may be entered by the Commission.

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

ITEM 6. EXHIBITS AND FINANCIAL STATEMENTS

A. EXHIBITS

- A-1 Articles of Incorporation of Great Plains Energy Services Incorporated (to be filed by amendment)
- A-2 Bylaws of Great Plains Energy Services Incorporated (to be filed by amendment)
- B-1 Form of Service Agreement
- B-2 Form of Service Agreement Procedures
- B-3 Wolf Creek Generating Station Operating Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company, Kansas Electric Power Cooperative, Inc. and Wolf Creek Nuclear Operating Corporation, dated April 15, 1986.
- B-4 General Support Services Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company and Kansas Electric Power Cooperative, Inc., dated January 1, 1987.

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

ITEM 7. INFORMATION AS TO ENVIRONMENTAL EFFECTS.

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

SERVICE AGREEMENT

This Service Agreement (the "Service Agreement" or "Agreement") is made and entered into this _____, 2002 by and between _____, its subsidiaries, affiliates and associates ("Client", and together with other associate companies that have or may in the future execute this form of Service Agreement, the "Clients") and Great Plains Energy Services Incorporated ("Service Company").

WITNESSETH

WHEREAS, the Securities and Exchange Commission ("SEC") has approved and authorized as meeting the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 ("Act") the organization and conduct of the business of Service Company, in accordance herewith, as a wholly-owned subsidiary service company of Great Plains Energy Incorporated ("GPE"); and

WHEREAS, Client is an associate company of Service Company; and

WHEREAS, Service Company and Client have entered into this Service Agreement whereby Service Company agrees to provide and Client agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations under the Act, which require Service Company to fairly and equitably allocate costs among all associate Clients to which it renders services.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE I - SERVICES

SECTION 1.1 Service Company shall supply to Client, as requested by Client, consistent with the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client may from time to time request and that Service Company concludes it is able to perform. Except with respect to "Corporate Services", as defined in Article V, the Service Company shall perform only those services as are requested by the Client. Service Company shall also provide Client with such special services, in addition to those services described in Appendix A hereto, as may be requested by Client and that Service Company concludes it is able to perform.

Notwithstanding the foregoing paragraph, no change in the type and character of the companies to be provided services, the factors for allocating costs to associate companies, or in the broad general categories of services to be rendered subject to Section 13 of the Act, or any rule, regulation or order thereunder, shall be made unless and until the Service Company shall first have given the Securities and Exchange Commission (the "SEC") written notice of the proposed change not less than 60 days prior to the proposed effectiveness of any such change. If, upon the receipt of any such notice, the SEC shall notify the Service Company within the 60-day period that a question exists as to whether the proposed change is consistent with the

provisions of Section 13 of the Act, or of any rule, regulation or order thereunder, then the proposed change shall not become effective unless and until the Service Company shall have filed with the SEC an appropriate declaration regarding such proposed change and the SEC shall have permitted such declaration to become effective.

SECTION 1.2 The cost of the services described herein or contemplated to be performed hereunder shall be directly assigned, distributed or allocated by activity, project, program, work order or other appropriate basis. Subject to the terms of this Service Agreement, Client shall have the right from time to

time to amend or alter any activity, project, program or work order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Service Company, (ii) the cost for the services covered by the activity, project, program or work order shall include any expense incurred by Service Company as a direct result of such amendment or alteration of the activity, project, program or work order, and (iii) no amendment or alteration of an activity, project, program or work order shall release Client from liability for all costs already incurred by or contracted for by Service Company pursuant to the activity, project, program or work order, regardless of whether the services associated with such costs have been completed.

SECTION 1.3 Service Company shall use its best efforts to maintain a staff trained and experienced in the services described in Appendix A. If necessary, Service Company, after consultation with the Client, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this agreement.

ARTICLE II - COMPENSATION

SECTION 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Service Company all costs, which reasonably can be identified and related to particular services performed by Service Company for or on its behalf. The methods for assigning or allocating Service Company costs to Clients, as well as to other Clients, are set forth in Appendix B. Any charges to Client on account of the use of capital shall reflect a reasonable and efficient capital structure.

SECTION 2.2 It is the intent of this Service Agreement that charges for services shall be distributed among Clients, to the extent possible, based upon direct assignment. The amounts remaining after direct assignment shall be allocated among the Clients using the methods identified in Appendix B. The method of assignment or allocation of cost shall be subject to review annually, or more frequently if appropriate. Such method of assignment or allocation of costs may be modified or changed by the Service Company without the necessity of an amendment to this Service Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost thereof, fairly and equitably assigned or allocated, all in accordance with the requirements of the Act and all applicable rules and orders promulgated thereunder. The Service Company shall review with the Client any proposed material change in the method of assignment or allocation of costs hereunder.

SECTION 2.3 It is the intent of this Service Agreement that the payment for services

rendered by Service Company to Clients under Service Agreements shall cover all the costs of its doing business (less the cost of services provided to non-clients) including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital.

SECTION 2.4 Labor and labor-related costs will likely be the most significant costs that Service Company incurs. Accordingly, Service Company will maintain and use a time-entry system that enables Service Company employees to accurately assign hours worked to the appropriate Accounting Codes. Time-entries will be entered as required by payroll schedules.

SECTION 2.5 In the event disputes arise between Service Company and the Client, representatives of the Service Company and Client will attempt to resolve the issues. Unresolved disputes will be referred to the GPE Advisory Committee (comprised of the GPE executives and presidents of Clients using services provided by the Service Company) for final disposition.

SECTION 2.6 Services provided by Service Company to the Client under this Agreement shall be evidenced by one or more Service Requests signed by both parties. Service Company and Client shall, simultaneously with the execution of this Agreement, execute Service Requests covering all services initially to be provided to the Client. Each Service Request will contain one or more accounting codes (each a "Project ID") which will be used to accumulate the costs to the Service Company of providing the services under the Service Request. A new Service Request will be executed by Service Company and Client in the event a new service category is added to Appendix A (subject, however, to the provisions of Section 1.1). A new Service Request, establishing new or different Project IDs, may be also appropriate for a project or activity falling within the categories of services contained in Appendix A. However, the cost of the activity or project may be able to be captured in an existing Service Request. The following items, among others, may be considered in determining the need for a new Service Request:

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

SECTION 2.7 Service Company shall render a monthly statement to Client. Payment shall be made by remittance of the amount billed within thirty (30) days of the dated of the statement or by making appropriate accounting entries on Service Company's and Client's books. Statements submitted to the Client will contain the following information:

- Client Name
- Type of Service Provided: Corporate or Shared

- Project ID
- Description of Service Provided
- Total Amount of Charges

Detailed information such as source documents, labor hours and accounts charged are also available on Service Request detailed charge reports. This information will also be made available on hard copy reports and on-line computer report screens.

ARTICLE III - TERM

This Service Agreement shall become effective as of the date first written above and shall continue in force until terminated by Service Company or Client, upon not less than one year's prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with the Act or with any rule, regulation or order of the SEC or other regulatory body adopted before or after the date of this Service Agreement. Further, this Service Agreement shall be terminated with respect to any Client immediately upon such Client ceasing to be an associate company of the Service Company. The parties' obligations under this Service Agreement which by their nature are intended to continue beyond the termination or expiration of this Service Agreement shall survive such termination or expiration.

ARTICLE IV -SERVICE REVIEW

SECTION 4.1 On an annual basis, the Service Company and the Client shall meet to assess the quality of services being provided pursuant to this Service Agreement and to determine the continued need therefor and shall, subject to Section 1.1, above, amend the scope of services, delete services entirely from this Service Agreement, and/or decline services which are not "Corporate Services" as defined in Article V, below, as they determine to be necessary or desirable.

SECTION 4.2 The Internal Audit Department will conduct periodic audits of the Service Company administration and accounting processes. The audits will include examinations of Service Agreements, accounting systems, source documents, allocation methods and billings to determine if services are authorized and properly accounted for. In addition, Service Request and Service Agreement policies, operating procedures and controls will be evaluated annually.

ARTICLE V - CORPORATE SERVICES

Whether or not requested by the Client, the Service Company may provide to the Client, and the Client shall pay Service Company for, "Corporate Services". Corporate Services consist of those activities and services reasonably determined to be necessary for the lawful and effective management of GPE businesses. Corporate Governance Services may include, but are not limited to, the services set forth under the heading "Corporate Governance Services" in Appendix A.

ARTICLE VI - MISCELLANEOUS

SECTION 6.1 New direct or indirect subsidiaries, affiliates or associates of GPE, which may come into existence after the effective date of this Service Agreement, may become additional Clients of Service Company and subject to a service agreement with Service Company. The parties hereto shall make such changes in the scope and character of the services to be rendered and the method of assigning, distributing or allocating costs of such services as specified in Appendix A, subject to the requirements of Section 2.1, as may become necessary to achieve a fair and equitable assignment, distribution, or allocation of Service Company costs among all Clients.

SECTION 6.2 Service Company shall permit Client access to its accounts and records including the basis and computation of allocations.

SECTION 6.3 Service Company and each Client shall comply with the terms and conditions of all applicable contracts managed by the Service Company for such Client Companies, including without limitation terms and conditions preserving the confidentiality and security of proprietary information of vendors.

SECTION 6.4 No amendment, change, or modification of this Service Agreement shall be valid, unless made in writing and signed by all parties hereto.

SECTION 6.5 Except as limited by law or order of the SEC, Client Companies, their subsidiaries, affiliates and associates may provide services described herein to other Client Companies, their subsidiaries, affiliates and associates on the same terms and conditions as set out for the Service Company.

SECTION 6.6 The following paragraph shall apply in the event Kansas City Power & Light Company ("KCPL") is a signatory to this Service Agreement:

Neither KCPL nor any of its affiliates, will seek to overturn, reverse, set aside, change or enjoin, whether through appeal or the initiation or maintenance of any action in any forum, a decision or order of the Commission which pertains to recovery, disallowance, deferral or ratemaking treatment of any expense, charge, cost (including cost of capital) or allocation incurred or accrued by KCPL in, or as a result of, a contract, agreement, arrangement or transaction with Service Company on the basis that such expense, charge, cost (including cost of capital) or allocation has itself been filed with or approved by the SEC or was incurred pursuant to a contract, arrangement, agreement or allocation method that was filed with or approved by the SEC.

As used in this Section, "Commission" shall be deemed to mean both the Missouri Public Service Commission and the Kansas Corporation Commission.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed as of the date and year first above written.

CLIENT _____

GREAT PLAINS ENERGY SERVICES INCORPORATED

By:

By:

Name

Name

Print Name and Title

Print Name and Title

Date

Date

APPENDIX A

DESCRIPTION OF EXPECTED SERVICES TO BE PROVIDED BY GREAT PLAINS ENERGY SERVICES INCORPORATED AND THE EXPECTED METHOD/BASIS OF BILLING

Descriptions of the expected services to be provided by Service Company are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions.

For purposes of explanation, there are two classifications of service costs: Corporate Services and Shared Services. Each classification is described below.

There are two methods of billing Service Costs. The first is DIRECT SERVICE BILLING (DSB), where the costs can be directly assigned (i.e. charged directly to Project IDs specifically assigned to a client company). The second is INDIRECT SERVICE BILLING (ISB), where assigning the costs directly is impractical, but the service provided has an easily identifiable causative driver.

CORPORATE SERVICES

CORPORATE SERVICES are those related to corporate governance and management and may not be refused by the Client. The allocation method for each of the Corporate Services provided, when not billed directly, is Capitalization Ratio.

1. CORPORATE SECRETARY

Service Description - maintains corporate documents; prepares and files all documents necessary to maintain corporate existence for Great Plains Energy and its subsidiaries; assists, prepares and files all necessary documents with the Securities Exchange Commission; complies with listing requirements of the New York Stock Exchange; acts as a liaison between the managements of the Clients and their respective Boards of Directors.

2. CORPORATE ETHICS & GOVERNANCE

Service Description - reinforces corporate values by promoting strategies that create a work climate of high ethics and respect for others.

3. LEGAL LIABILITY ASSESSMENT AND PUHCA

Service Description - provides corporate liability assessment of contracts and agreements; provides legal services respecting compliance and other matters under the Public Utility Holding Company Act of 1935 ("PUHCA").

4. EXECUTIVE BENEFITS

Service Description - costs of administering supplemental benefits provided to the executives of GPE and its affiliates; includes the cost of supplemental benefits provided to the executives of Service Company.

5. INTERNAL AUDITS

Service Description - identifies, reviews, and prioritizes corporate risks, controls, and governance processes.

6. INVESTOR RELATIONS

Service Description - responds to investor inquiries (current and potential) and to the financial analyst community and monitors and maintains all GPE stock records.

7. CORPORATE COMMUNICATIONS

Service Description - enhances the relations of GPE and its subsidiaries with shareholders, community, federal, state and local governments, and GPE associates through written and verbal communications.

8. CORPORATE FINANCE

Service Description - recommends, coordinates and administers all financial decisions affecting GPE and its subsidiaries, including capital structure, financings, investments and dividends; manages enterprise-wide risk; assists Investor Relations in educating and updating the financial community on financial matters relating to GPE and its subsidiaries.

9. EXTERNAL REPORTING

Service Description - develops and reports the Company's external financial filings which include the quarterly Financial Analysis for the Board of Directors and the SEC Form 10-Q, the annual Federal Energy Regulatory Commission (FERC) Form 1 report, the Consolidated Financial Statements and footnotes, and management's discussion and analysis for the Corporate Annual Report and filings required under the Public Utility Holding Company Act of 1935; ensures complete and adequate financial disclosure in accordance with the SEC and generally accepted accounting principles (GAAP) through authoritative knowledge, research, and communication of new exposure drafts and accounting pronouncements.

10. EXECUTIVE SERVICES

Service Description - provides executive management services, service on Client boards of directors, and general administrative services.

11. ENVIRONMENTAL SERVICES - (Total Billing Ratio)

Service Description - manages, monitors, and provides guidance on ensuring continuous compliance with all environmental legislation and regulations; develops and recommends environmental programs; performs remediation; obtains required environmental permits.

12. CORPORATE SECURITY SERVICES - (Capitalization Ratio)

Service Description - develops and monitors associate, physical asset, and information technology security policies and standards.

13. GOVERNMENTAL AFFAIRS SERVICES - (Capitalization Ratio)

Service Description - provides legislative support and guidance on governmental matters.

14. COMMUNITY RELATIONS (Capitalization Ratio)

Service Description - coordinates and monitors corporate contributions and corporate volunteer programs.

15. CORPORATE ACCOUNTING SERVICES (Total Billing Ratio)

Service Description - provides guidance regarding the application of GAAP, SEC and/or FERC regulations; records all known financial transactions in the period incurred; provides and maintains accounting systems, including book and tax property systems, with adequate detail to provide sufficient reporting; allows for analysis of costs, support of asset and liability balances and preparation of tax returns; trains Client associates in the analytical tools available to analyze their costs and assist them in the understanding of the results of those analyses.

16. CORPORATE DEVELOPMENT AND STRATEGIC PLANNING (Capitalization Ratio)

Service Description - provides resource planning and business analysis services, strategic planning, assist GPE and its subsidiary companies to develop fundamental short- and long-term business plans and actions which are consistent or complementary throughout the system; assess and adjust the decisions and direction of system companies in response to changes in the marketplace; provide consulting services related to cost reduction opportunities, strategic acquisitions and investments, and process enhancements to GPE and its subsidiaries.

17. TAX SERVICES - (Total Billing Ratio)

Service Description - manages all GPE and subsidiary tax issues, including research and analysis to quantify tax opportunities, the preparation and filing of all federal, state and local tax returns, and the accounting for such taxes.

18. CORPORATE BUDGETING - (Capitalization Ratio)

Service Description - creates, coordinates, analyzes, and revises all capital and operating budgets for all of GPE and its subsidiaries.

19. INSURANCE SERVICES - (Capitalization Ratio)

Service Description - designs, implements and administers insurance programs for GPE and its subsidiaries.

20. LEADERSHIP SERVICES - (Head Count Ratio)

Service Description - identifies and develops talent throughout the organization.

21. DIVERSITY SERVICES - (Capitalization Ratio)

Service Description - fosters an environment that promotes equity and fairness and encourages all associates to succeed.

22. ASSOCIATE SERVICES - (Head Count Ratio)

Service Description - provides employee issue resolution services, including but not limited to the ACCESS program.

SHARED SERVICES

Shared Services are negotiable and may be amended, deleted or declined pursuant to the terms of the Service Agreement. The expected allocation method for each of the Shared Services provided, when not billed directly, is indicated.

1. ASSOCIATE BENEFITS SERVICES - (Head Count Ratio)

Service Description - develops and designs associate benefit programs and administers the programs fairly and consistently.

2. ASSOCIATE RELATIONS SERVICES - (Head Count Ratio)

Service Description - negotiates union labor contracts, advises on labor contract compliance, facilitates the associate selection process (union and non-union positions), and administers skills testing.

3. ASSOCIATE COMPENSATION SERVICES - (Head Count Ratio)

Service Description - designs and administers compensation programs (base salary and incentive plans); maintains associate master information file.

4. ASSOCIATE COMMUNICATION SERVICES - (Head Count Ratio)

Service Description - provides written and oral communication materials and programs for Client associates.

5. EMPLOYMENT INVOLVEMENT SERVICES- (Head Count Ratio)

Service Description - facilitates associate participation in work teams, committees, task forces, future search teams, and decision making.

6. ASSOCIATE TRAINING SERVICES - (Capitalization Ratio)

Service Description - develops, administers, and presents a variety of technical, job performance, and associate development skills training.

7. SAFETY & MEDICAL SERVICES - (Head Count Ratio)

Service Description - provides information, education and training for associates to comply with governmental regulations and corporate policy and to provide electrical safety information to the public; provides medical services for treatment of associates sustaining work related injuries and illnesses and administers physical exams.

8. MAIL SERVICES - (Head Count Ratio)

Service Description - provides mail receipt, sort and delivery service inside and outside the corporation.

9. DOCUMENT PROCESSING SERVICES - (Head Count Ratio)

Service Description - provides document publishing and document distribution services and provides graphic design capabilities and design, layout and production of signage and posters.

10. FACILITY SERVICES - (Square Footage Ratio)

Service Description - operates, maintains, leases and subleases facilities and maintains building grounds and equipment at acceptable and approved industry standards. To the extent that leasing or subleasing arrangements are established between Service Company and/or GPE and its subsidiaries, lease costs will include rent for space occupied and applicable services, such as operation and maintenance of structures, capital improvements, interior space planning, security and janitorial.

11. LEGAL SERVICES - (Capitalization Ratio)

Service Description - provides client contract and procedural review and negotiation, litigation, liability assessment, financing support for bankruptcy and collection, regulatory support through representation and rule interpretation, and employment and labor relations investigations, union contracting, EEOC issues, and other associate matters.

12. SECURITY SERVICES - - (Square Footage Ratio)

Service Description - provides a variety of personal and physical security services including facilities, property ingress/egress, investigations, and background checks; provides associate security awareness including workplace violence prevention, emergency planning, drug abuse, and security alerts; facilitates disaster recovery planning and drills.

13. PURCHASING SERVICES - (Purchase Order Ratio)

Service Description - processes requisitions for stock and non-stock materials, labor and contractors requested by business units; negotiates material and contract labor contracts to ensure quality and delivery of product and services; disposes of obsolete assets; manages corporate procurement and travel & entertainment card programs.

14. OPERATIONAL AUDIT SERVICES - (Capitalization Ratio)

Service Description - provides internal consulting services focusing on efficiency, effectiveness and economy to Clients; assists in designing control systems to manage key business risks and related business planning.

15. TELECOMMUNICATION SERVICES - (Head Count Ratio)

Service Description - monitors and operates the wide area network infrastructure, voice and data networks, telephone services, and broadcast teleconferencing services.

16. NETWORK SERVICES - (PC Ratio)

Service Description - provides internet, intranet, and extranet support and services, as well as web-enablement support and electronic messaging and calendaring support.

17. MAPPING & DRAFTING SERVICES - (Total Billing Ratio)

Service Description - creates, revises, and maintains maps, drawings, or blueprints related to generating stations, transmission substations and systems, and the distributions systems; maintains general office structure documents.

18. IT SYSTEM DELIVERY SERVICES - (Total Billing Ratio)

Service Description - provides user system support; maintains computer systems by providing data fixes, ad-hoc reporting, application extensions, program fixes, interface monitoring/controls, and process exception handling; develops new computer application systems by gathering system requirements, software evaluation, software installation and coding, data conversions, system testing, system training, and system implementation.

19. IT SYSTEM OPERATION SERVICES - (Total Billing Ratio)

Service Description - designs and manages local area networks; procures and supports desktop devices; manages data center; provides bill insert service; help desk support; and database hardware and software operating systems monitoring and support.

20. INFRASTRUCTURE SERVICES - (PC Ratio)

Service Description - plans, designs, procures, builds and deploys, supports, troubleshoots, operates and maintains servers, middleware, and networks.

21. ACCOUNTS PAYABLE SERVICES - (Invoice Ratio)

Service Description - processes vendor payments; coordinates and resolves vendor inquiries; accrues invoice sales & use tax; resolves invoice match exceptions; corrects account distribution errors; reconciles vendor statements; prepares and analyzes daily, weekly, and monthly reports; prepares required year-end reports; maintains data controls and data integrity and compliance with applicable policies and procedures; provides consultation and training.

22. PAYROLL SERVICES - (Head Count Ratio)

Service Description - processes all wage and labor related payments to active associates, including the withholding and deposit of all applicable Federal, State and Local associate and employer taxes; prepares associate W-2's, maintains associate deduction selections and subsequent disbursements, provides various labor cost reporting and resolves miscellaneous information requests.

23. CUSTOMER BILLING SERVICES - (Total Billing Ratio)

Service Description - produces and mails customer bills.

24. CASHIER SERVICES - (Total Billing Ratio)

Service Description - processes payments and ensures proper posting to customers' accounts; handles exception items, including returned checks; handles the printing of all checks; reconciles payments to the customer information system.

25. CASH MANAGEMENT SERVICES - (Capitalization Ratio)

Service Description - manages funds including monitoring the daily cash position and movement of funds; manages liquidity including short-term borrowing and temporary investments; manages bank relationships, including compensation for banking services; forecasts cash requirements, including projections for future cash shortages and surpluses; evaluates, recommends and implements cash management system alternatives to improve available working capital.

26. CONTRACT MANAGEMENT SERVICES - (Total Billing Ratio)

Service Description - negotiates and manages intra-system agreements and agreements between Clients and vendors.

27. ACCOUNT MANAGEMENT SERVICES - (Total Billing Ratio)

Service Description - provides close interaction with the subsidiaries to ensure service levels (performance) are in accordance with service level agreements and anticipates service needs; resolves service level issues and manages relationships with subsidiaries; provides accountability reports to the service groups and subsidiaries.

28. INVOICING/CHARGE-BACK SERVICES - (Total Billing Ratio)

Service Description - develops, recommends, and implements appropriate and efficient processes to appropriately bill clients of Service Company for the various services rendered, adhering to guidelines established by the SEC in accordance with the Public Utilities Holding Company Act of 1935; maintains and records necessary statistical information to allow the creation of Service Company billings each month; provides monthly billings to client companies on a timely basis, with adequate detail to identify the service provided and the associates providing such service.

APPENDIX B

DESCRIPTION OF BASIS TO BE USED FOR INDIRECT SERVICE BILLINGS

Below are the various Ratios to be used to bill costs when the Direct Service Billing methodology cannot be employed.

HEAD COUNT RATIO

A ratio where the numerator is the headcount of a Client and the denominator that is the headcount of all Clients. These ratios will be revised quarterly, based on figures as of March 31, June 30, September 30 and December 31.

PURCHASE ORDER RATIO

A ratio where the numerator is the number of purchase order lines (of selected PO types) created for the Client and the denominator that is the total combined number of purchase order lines created for all Clients. These ratios will be developed monthly, using the current month data.

INVOICE RATIO

A ratio where the numerator is the number of voucher lines (of selected types of vouchers) entered for the Client and the denominator that is the total combined number of voucher lines entered for all Clients. These ratios will be developed monthly, using the current month data.

SQUARE FOOTAGE RATIO

A ratio where the numerator is the actual square footage of a Client and the denominator is the total square footage of the shared facility. The ratio will be revised annually, based on figures as of December 31.

PC RATIO

A ratio where the numerator is the number of personal computers assigned to a Client and the denominator is the total number of personal computers assigned to all Clients. These ratios will be revised quarterly, based on figures as of March 31, June 30, September 30 and December 31.

TOTAL BILLING RATIO

A ratio where the numerator is the actual expense charged to a Client by the Service Company and the denominator that is the total actual expenses charged to all Clients by the Service Company. This ratio will be revised monthly based upon prior month data.

CAPITALIZATION RATIO

A ratio where the numerator is the total capitalization (total common stockholder's equity, preferred stock, and long-term debt) of the Service Company or Client, and the denominator that is the total combined capitalization (total common stockholder's equity, preferred stock, and long-term debt) of the Service Company and Clients. This ratio will be revised quarterly based upon figures as of March 31, June 30, September 30, and December 31.

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GREAT PLAINS ENERGY
SERVICES INCORPORATED

SERVICE AGREEMENT
PROCEDURES

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_____, 2002

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INTRODUCTION

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

SERVICE AGREEMENTS AND SERVICE REQUESTS

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

The purpose of the Service Request is to establish service expectations between GPES and each Client Company. Each Service Request will be reviewed and agreed upon on an as needed basis by authorized representatives of GPES and each Client Company. In conjunction with this review of Service Requests, the allocation methods and ratios presented in Service Agreement Appendices A and B shall be reviewed and agreed upon by the parties.

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

ACCOUNTING PROCEDURES

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

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

DIRECT COSTS are defined as those that can be identified as being applicable to services performed for a single Client Company or group of Client Companies. Direct costs include the fully distributed cost of providing that particular service. The fully distributed costs include labor costs, labor related costs (such

as pensions and benefit costs, and facility costs), IT costs, outside services where applicable, back office support costs of running GPES, and other non-labor costs

such as materials and supplies. Direct Costs will be charged to the Client Company or Client Companies responsible for the activity.

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

SERVICES AND SERVICE REQUESTS

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

Services provided will be reviewed on an as needed basis by GPES and Client Companies. Service Requests will be prepared for on-going or special services which benefit one or more Client Companies. Examples of on-going services are payroll processing and IT desktop support. Examples of special services include requests to prepare FERC Form 1 schedules, projects and special studies and analyses. Service Requests will be approved by the individual(s) authorized to represent GPES and each Client Company in accordance with applicable policies and procedures. In all cases, the authorized approvers representing GPES and the Client Company will be different individuals.

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

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

SERVICE REQUEST MONITORING AND CONTROL

GPES Accounting Division is responsible for reviewing, monitoring and maintaining the Service Request system. GPES Accounting Division will also authorize new Service Requests.

ALLOCATION FACTORS UPDATE AND REVISIONS

Allocation factors will be based on cost drivers specifically applicable to the service provided. GPES Accounting Division will have the primary responsibility for ensuring that allocation factors are correct, accurate and current. Allocation factors utilized by GPES must be approved by the SEC.

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

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

TIME REPORTING

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

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

BILLING AND REVIEW

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

DISPUTE RESOLUTION PROCEDURE

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

INTERNAL AUDIT CONTROL

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

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

BUDGETING

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

EVALUATION

GPES will review its costs for competitiveness on a regular basis. Benchmarking and other measurement techniques will be used to the extent deemed appropriate and agreed-to between GPES and Client Companies. Additionally, GPES will also initiate a customer review process to gauge the value and quality of the services provided. Results will be shared with the Client Companies to allow them to evaluate cost effectiveness and assess alternate options.

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT B

SERVICE REQUEST NO. _____

BETWEEN GREAT PLAINS ENERGY SERVICES INCORPORATED AND [CLIENT
COMPANY]

GENERAL INFORMATION

PURPOSE

TERM OF SERVICE

SCOPE OF SERVICES

SERVICE RESPONSIBILITY MATRIX

(beginning of box table)
SERVICES, TASKS

(end of box table)

SERVICE COSTING SCHEDULE

(beginning of box table)
SERVICE/TRANSACTION ALLOCATION FACTOR(S)

(end of box table)

BILLING TABLE:

(beginning of box table)
SERVICE/TRANSACTION

ESTIMATED MONTHLY BILLING

(end of box table)

(beginning of box table)

SIGNATURES _____

Great Plains Energy Services
Incorporated

Name (Client)
Title

Signature

Date

Signature

Date

Name

Name

Title
(end of box table)

Title

B-2

WOLF CREEK GENERATING STATION

OPERATING AGREEMENT

among

KANSAS GAS AND ELECTRIC COMPANY

KANSAS CITY POWER & LIGHT COMPANY

KANSAS ELECTRIC POWER COOPERATIVE, INC.

and

WOLF CREEK NUCLEAR OPERATION CORPORATION

This AGREEMENT made and entered into on this 15TH day of APRIL, 1986 among Kansas Gas and Electric Company ("KG&E"), Kansas City Power & Light Company ("KCPL"), Kansas Electric Power Cooperative, Inc. ("KEPCo") and Wolf Creek Nuclear Operating Corporation ("Operation").

W I T N E S S E T H :

WHEREAS, KG&E, KCPL and KEPCo (hereinafter referred to collectively as "Owners" and individually as an "Owner") each own, as tenant in common with the others, an undivided interest in the Wolf Creek Generating Station (hereinafter referred to as the "Station") in accordance with the provisions of the Wolf Creek

Station Ownership Agreement (the "Ownership Agreement") executed on December 28, 1981, the present undivided tenant in common interests ("Ownership Shares") being 47% in the case of KG&E, 47% in the case of KCPL and 6% in the case of KEPCo;

WHEREAS, for the purpose of this Operating Agreement, the term "Station" shall mean (i) the Site as defined in the Ownership Agreement, (ii) all common facilities at the Wolf Creek Station Site, (iii) Wolf Creek Unit #1 and (iv) all functions related to the operation, maintenance, repair, decommissioning and decontamination of (i) through (iii) above including, without limitation, all design, engineering, safety, licensing, fueling, security, technical, corporate and general services, both on and off-Site, it being understood that for purposes of this Operating Agreement, the term "Station" shall not include any Additional Unit(s) as provided under Section 1.1(d) of the Ownership Agreement; and

WHEREAS, it is desirable and to the mutual advantage of the Owners that the Operating Corporation be engaged, under the terms and conditions hereinafter set forth, to operate, maintain, repair, decontaminate and decommission the Station and make any necessary modifications and additions thereto and retirements therefrom on behalf of the Owners.

NOW, THEREFORE, in consideration of these premises, the parties hereto do hereby agree as follows:

ARTICLE 1
SHARING OF CAPACITY AND ENERGY; SCHEDULING

SECTION 1.01. The Ownership Agreement specifies, subject to the conditions therein set forth, the respective Capacity Entitlement and Energy Entitlement of each Owner. Subject to those provisions and the policies adopted by the Board of Directors of the Operation Corporation, each Owner (i) may schedule up to its pro rata share of the maximum operating capability of the Station which shall be determined by the Operating Corporation in accordance with Section 1.02 hereof and (ii) shall schedule its share of the minimum operating capability of the Station, all in accordance with the provisions of this Article of the Agreement.

SECTION 1.02. The Operating Corporation shall determine the maximum and minimum operating capability of the Station at all times, taking into consideration regulatory requirements and the characteristics of the Station. An Owner's pro rata share of the maximum and minimum operating capability of the Station shall be equivalent to its Ownership Share in the Station.

SECTION 1.03. An Owner may schedule less than its pro rata share of the minimum operating capability of the Station, provided that another Owner has agreed to schedule, and does

schedule, more than its share of the minimum operating capability of the Station in an amount sufficient to offset such deficiency, and has so advised the Operating Corporation.

SECTION 1.04. The Operating Corporation shall make available for scheduling and dispatch the Station operating capability in accordance with standard dispatching methods customary in the industry. The Operating Corporation shall make a good faith effort to provide energy to each Owner in accordance with the schedules provided by each Owner. Scheduled load changes will be permitted when it would not jeopardize the safe operation of the Station. If a reduction in the maximum operating capability occurs at the Station, for whatever reason, then each Owner's schedule shall be adjusted to take into account, in accordance with its respective Ownership Share, such reduction in operating capability.

SECTION 1.05. If the net hourly output of the Station is negative, then each Owner shall provide (from other energy resources available to it or by prearranged purchases from another Owner) its share of the hourly Wolf Creek Station electricity used, based upon its Ownership Share. If the net hourly output of the Station is positive, the Station's hourly electricity uses shall be allocated among the Owners on the basis of each Owner's scheduled deliveries divided by total scheduled deliveries. The Station's use

of electricity shall included transformer losses at the Station. So long as the Station has only one unit installed, energy entitlements under Section 4.2 of the Ownership Agreement shall be measured on the basis of the net output at the transmission side of the step-up transformers in the substation of the Station.

SECTION 1.06. Operating capability of the Station available to but not scheduled by an Owner shall be subject to the interchange provisions of Section 4.5 of the Ownership Agreement.

SECTION 1.07. The Operating Corporation shall, to the extent consistent with safe and reliable operation of the Station, coordinate the scheduled maintenance and fueling outages of the Station with each of the Owners.

ARTICLE 2

SERVICES TO BE PROVIDED BY THE OPERATING CORPORATION

SECTION 2.01. Consistent with its duties and responsibilities (i) under the Operating License for the Station issued by the Nuclear Regulatory Commission, (ii) as Operating Agent under the Ownership Agreement and (iii) pursuant to the policies of the Owners as reflected by actions taken by the Board of Directors of the Operating Corporation, the Operating Corporation shall provide and be responsible for the operation, maintenance, repair, deconta-

mination and decommissioning of the Station in a safe and reliable manner in accordance with all applicable, lawful licenses and permits and requirements of state and federal regulatory agencies and the generation of power and energy at the Station as economically as is reasonably practicable to meet the Owners' system requirements and economics. The Operating Corporation shall make such further modifications of and additions to and retirements from the Station as shall be consistent with such operation, maintenance, repair, decontamination and decommissioning. Such services and construction may be provided by the Operating Corporation through its own personnel or in part by others under contractual or other arrangements. In furtherance of the foregoing, the Operating Corporation shall, on behalf of the Owners, among other things and without limitation:

(a) Select, hire, control and discharge personnel, who will be employees solely of the Operating Corporation, and select and retain the services of contractors and consultants and/or direct, supervise and control certain employees of one or more of the Owners if such Owner or Owners shall agree to such direction, supervision and control;

(b) Arrange for the procurement on behalf

of the Owners of nuclear fuel including uranium and provide for the enrichment, conversion and fabrication thereof and storage and/or disposal or reprocessing of such fuel (as permitted by law or regulation);

(c) Arrange for the purchase on behalf of the Owners of materials, services and supplies for the Station;

(d) Design, construct, start-up and test modifications of, and additions to, the Station;

(e) Determine and stipulate inventory levels of material and equipment for the Station;

(f) Keep the Owners informed in a reasonable and timely manner concerning the operation, maintenance, repair, decontamination and decommissioning activities at the Station and of additions or modifications to the Station and retirements therefrom;

(g) Prepare, or arrange for the preparation of, in accordance with normal and customary procedures, annual budgets and forecasts for the Station costs, capital expenditures and retirements to be submitted to the Owners. Such budgets and forecasts shall be revised from time to time to reflect material changes in circumstances;

(h) Perform any services and take any action, on behalf of the Owners where appropriate, related to the operation, maintenance, repair, decontamination, and decommissioning of the Station and of additions, modifications and retirements pertaining to the Station as may be necessary or appropriate to comply with the provisions of the Atomic Energy Act, as amended or as it may be amended, or any other applicable statute, rules, regulations, guidelines or similar criteria, and any provisions or conditions of construction permits and operating licenses or similar authorizations granted or that may be granted in connection with the Station and as such permits, licenses or other authorizations may hereafter be amended;

(i) In its capacity as operator of the Station and as agent for the Owners, provide communications to, and receive communications from, the Nuclear Regulatory Commission and/or any successor governmental agency, as well as any other governmental agency having jurisdiction with respect to any aspect of the Station's operation, maintenance, repair, decontamination and decommissioning and of additions thereto and retirements therefrom and, in such capacities, represent (or engage others to represent) the Owners;

(j) Perform, or, if deemed desirable by the Operating Corporation, contract on behalf of the Owners with others (including agencies of Government or their contractors) for materials or services required to place and/or keep the Station in safe and efficient operating condition, to protect the Station property, to conduct research and development with respect thereto and disburse or receive funds in connection therewith. Such work shall be subject to normal and customary review and approval procedures of the Operating Corporation;

(k) Arrange for the maintenance, in accordance with normal and customary procedures, of such necessary books of record, books of account and memoranda of transactions and for the provision of such reports with respect thereto to the Owners as each Owner shall desire to meet its accounting and statistical requirements and to conform to the applicable lawful rules, regulations and requirements of all regulatory bodies having jurisdiction over the Owners. The costs for the Station shall be accumulated in a separate set of accounts;

(l) Provide, or arrange for the provision of, such other data or information with respect to the Station as may be reasonably requested by the Owners from time to time; and

(m) Perform any additional services pertaining to the Station, or any portion thereof, all of which shall be consistent with the intent of this Section 2.01, as may be approved by the Board of Directors of the Operating Corporation.

SECTION 2.02. Matters and questions arising in connection with the Station which are not within the scope of the authority delegated to the Operating Corporation under this Agreement and are not specifically provided for in this Agreement shall be determined from time to time by the Owners pursuant to Section 3.3 of the Ownership Agreement.

SECTION 2.03. During operating conditions which the Operating Corporation in its sole judgment deems abnormal, the Operating Corporation shall take such action as it deems appropriate for the public health and safety and the safety of personnel and equipment.

SECTION 2.04. In order that the safe operation of the Station is assured, the Owners shall not effect any operating or physical changes to their respective transmission and distribution facilities which may affect the safe operation of the Station without prior consultation and concurrence of the Operating Corporation.

ARTICLE 3
WORKING FUND

SECTION 3.01. The Owners shall establish and maintain a Working Fund from which the Operating Corporation shall make

payments for all costs pursuant to its services and responsibilities hereunder. The Owners, in consultation with the Operating Corporation, shall determine, initially and from time to time during the term of this Agreement, the amount or amounts required to maintain a satisfactory balance in the Working Fund, and shall be liable in proportion to their respective Ownership Shares for any such additional amounts required to maintain the agreed-upon balance. The Owners shall reimburse the Working Fund promptly on receipt of notice from the Operating Corporation of their respective obligations for reimbursement.

SECTION 3.02. On termination of this Agreement, as hereinafter provided, any residual unexpended balance in the Working Fund shall be credited to the Owners in proportion to their respective Ownership Shares.

ARTICLE 4
CHARGES, FINANCIAL STATEMENTS AND BILLINGS

SECTION 4.01. The Operating Corporation shall arrange for reporting to the Owners for each month, promptly following the end of such month, by written statements the following:

- (a) The costs on an accrual basis of operation, maintenance, repair, decontamination and decommissioning of the Station, and the cost

of any Station additions, modifications and retirements including applicable cost of removal and salvage, classified as required to meet the Operating Corporation's obligations under Section 2.01(k) above.

(b) A summary statement of the operation during that month of the Working Fund, showing beginning balance, receipts, disbursements and closing balance.

SECTION 4.02. Except as otherwise provided in Sections 1.05 and 4.03 hereof, the costs incurred or accrued from all sources during each calendar month in operating, maintaining, repairing, decontaminating and decommissioning the Station and in making additions or modifications to, and retirements from, the Station shall be liabilities of the Owners when incurred or accrued and shall be borne by the Owners in proportion to their Ownership Shares. All such costs shall be determined in accordance with sound accounting practices, and shall include reasonable and appropriate indirect costs including overheads. All of the services rendered hereunder by the Operating Corporation will be at actual cost thereof, without profit to the Operating Corporation. Direct charges will be made for services where a direct allocation of cost is appropriate and equitable.

SECTION 4.03. When the net hourly output of the Station is positive, nuclear fuel costs and spent fuel disposal costs will be shared among the Owners on the basis of the percentage take of kilowatt hours by each Owner. The percentage take of kilowatt hours shall be calculated by dividing the number of kilowatt hours delivered to that Owner by the total number of kilowatt hours delivered to all Owners. A true up shall be carried out periodically (but not less frequently than annually) which shall adjust each Owner's inventory of nuclear fuel to equal each Owner's Ownership Share. In trueing up accounts among the Owners at the end of each period, an Owner or Owners whose percentage take during the period after adjustment for scheduled interchanges under Section 4.5 of the Ownership Agreement, is higher than its Ownership Share (hereinafter "Debit Owner(s)"), shall reimburse an Owner or Owners whose percentage take is less than its Ownership Share (hereinafter "Credit Owner(s)"), for using their fuel. The price to be charged to the Debit Owner shall be the Credit Owner's nuclear fuel cost. "Nuclear fuel cost" is defined as the amortization of costs described by the Federal Energy Regulatory Commission in its Uniform System of Accounts, Account 120, adjusted by adding back (i) the income tax effect of the debt component of Allowance for Funds Used During Construction (AFUDC) and (ii) the benefits realized by reason of such Credit Owner's share of the Uranium Agreement of Settlement among KG&E, KCPL and Westinghouse Electric Corporation, dated February 21, 1980, and shall include DOE disposal costs.

SECTION 4.04. In recognition of the fact that each Owner has an interest in being assured that the other Owners have made adequate provision for the funding of its Ownership Share of the Station decommissioning costs as contemplated by Section 4.02, each Owner undertakes to utilize its best efforts to provide such assurance to the other Owners, recognizing that there are at the present time some impediments toward achieving that objective. Each Owner shall provide to each other Owner within four months after the end of its fiscal year a report identifying the provision it has made for that year and on a cumulative basis for its share of Station decommissioning costs. If, and to the extent that, requirements have been or are hereafter imposed on an Owner by a federal or state authority in a final order or regulation which specifies that provision be made for decommissioning costs for the Station in a particular manner or manners, such Owner will promptly take such action on its part as may be necessary to comply with such requirements.

SECTION 4.05. It is the intent of the Owners that so far as possible each Owner shall separately report, file returns with respect to, be responsible for and pay all real property, franchise, business or other taxes, except payroll and sales or use taxes, arising out of its Ownership Share of the Station and that such taxes shall be separately levied and assessed against each Owner. However, to the extent that such taxes may be levied on or assessed against the Station, or its operation, or the

Owners in such a manner as, in the opinion of the Owners, to make impossible or inequitable the carrying out of said intent, then such taxes shall be deemed a part of the costs of operating and maintaining the Station and shall be apportioned among the Owners under this Agreement in accordance with their respective Ownership Shares; provided that the Operating Corporation shall join with the Owners in executing and filing with the Internal Revenue Service such documents as may be appropriate to effect the election required by Section 6.5 of the Ownership Agreement.

SECTION 4.06. The Owners shall have the right, during the term of this Agreement and thereafter as long as the books, records and memoranda referred to in Section 2.01 shall be preserved, to inspect all such items and to make reasonable audits thereof at their own cost as they may deem necessary to protect their interests.

SECTION 4.07. In the event an Owner shall question any statement rendered according to the provisions of Sections 4.02 or 4.03 hereof, it shall nevertheless promptly pay the amount indicated in such statement but such payment shall not be deemed to prevent such Owner from claiming or pursuing an adjustment of any statement rendered.

SECTION 4.08. If it shall be determined that an Owner has paid more or less than its proper share of the operating and capital costs of the Station for the month covered by such statement, an appropriate correcting credit or charge shall be made by the Operating Corporation to the accounts of each of the Owners.

ARTICLE 5
COMPLIANCE WITH PROVISIONS OF PERMITS
AND REQUIREMENTS OF GOVERNMENTAL AGENCIES

SECTION 5.01. Without limiting in any way the authority and responsibility of the Operating Corporation under Section 2.01, the Owners and the Operating Corporation shall cooperate in taking whatever action may be necessary to comply with the terms and provisions of permits and licenses for the Station and with all applicable lawful requirements of any Federal or State agency or regulatory body having jurisdiction in the premises.

ARTICLE 6
TRANSFERS OF PERSONNEL FROM OWNERS TO OPERATING CORPORATION

SECTION 6.01. The employees of the Operating Corporation initially will consist of (i) those KG&E employees who are assigned to its Nuclear Department, (ii) such other KG&E employees who are not in its Nuclear Department but are assigned full-time to Station matters, (iii) such KCPL and KEPCo employees who are assigned full-time to the Station and (iv) such other KG&E em-

ployees who perform, on a part-time basis, services related to KG&E's Nuclear Department if any such employee performing part-time services is requested by the Operating Corporation and is willing to accept transfer to the Operating Corporation and KG&E is willing to transfer such employee to the Operating Corporation; provided that nothing herein shall prohibit the Operating Corporation from contracting with any Owner or with any other party for any services required for the operation, maintenance, repair, decontamination and decommissioning of the Station or any portion thereof; provided, further, that any such services provided by an Owner and charged to the Operating Corporation shall be at the Owner's costs thereof, for which the Owner shall be reimbursed by the Operating Corporation, and the costs for such services provided by an Owner shall be determined in accordance with sound accounting practices, shall include reasonable and appropriate indirect costs, including overheads, and shall be provided without profit to that Owner.

SECTION 6.02. It is the objective of the Owners that the Operating Corporation will assume, as of the date when an individual is transferred from the employ of an Owner to the Operating Corporation, the obligations, if any, of such Owner to such employee for accrued benefits under the Owner's employee benefit plans in effect at the time of such transfer and the transferring employer will make appropriate provision (by the transfer of funds to a trustee under a plan established by the Operating Corporation, the reservation of funds in its existing

trust fund or otherwise) for the payment of such accrued benefits to the extent that they have been funded as of the date approximating the date of such transfer. Consistent with that objective, the Owners anticipate that, in determining benefits payable by the Operating Corporation under any employee benefit plan established by it to an employee transferred to it by an Owner, the Operating Corporation will give credit for service by such employee with such transferring Owner as if such service had been performed by such transferred employee for the Operating Corporation unless the transferring Owner shall make provision for the direct payment by it of such benefits to the transferred employee. The plans and documentation to achieve this objective shall be established by the board of directors of the Owners and of the Operating Corporation.

ARTICLE 7

OWNERSHIP OF PROPERTY RELATED TO STATION; OTHER PROPERTY

SECTION 7.01. The Operating Corporation shall own no property which is, or could properly be, classified as "utility property" within the meaning of K.S.A. 66-104. Any and all utility property related to the Station which is now owned by one or more of the Owners shall continue to be owned by such Owner or Owners subject to the provisions of the Ownership Agreement, and this Agreement shall not effect any change in such ownership.

SECTION 7.02. Any non-utility property utilized in the operation, maintenance, repair, decontamination and decommissioning of the Station may be transferred to the Operating Corporation

upon the approval of the transferring Owner and the Operating Corporation, after obtaining such regulatory authorization, if any, as shall be required.

SECTION 7.03. (a) Any contract covering the design, engineering, procurement, construction and installation services and major components of the Station and all other contracts relating to operation, maintenance, repair, decontamination and decommissioning of the Station, including contracts for the acquisition of materials, inventories, supplies, spare parts, equipment, fuel or services therefor, heretofore executed solely by KG&E in its own name or as Operating Agent or by all Owners shall be assigned to the Operating Corporation to the extent allowed by those contracts.

(b) Any contract which cannot be assigned to the Operating Corporation shall be administered by the Operating Corporation, and all rights, duties and responsibilities associated with said contract shall be carried out by the Operating Corporation as if the contract had been assigned to the Operating Corporation. Each Owner shall support the Operating Corporation to the extent necessary to protect and defend the Owners' interest in said contract. Any Owner incurring costs to provide such support shall be reimbursed by the Operating Corporation and the other Owners in the manner provided by Section 4.02 hereof.

(c) Future contracts executed by the Operating Corporation will be signed in the name of the Operating Corporation, as agent for the Owners, and Owners will be severally, but

not jointly, obligated by such contracts in proportion to their Ownership Shares.

ARTICLE 8

INSURANCE; DAMAGES TO PERSONS OR PROPERTY; PENALTIES; FINES

SECTION 8.01. Each Owner and the Operating Corporation will procure and maintain such physical damage, public liability and workers compensation insurance with respect to all losses, damages, liabilities and claims arising out of its ownership interest or the construction or operation of the Station and provision of services hereunder (other than losses, damages, liabilities and claims in the name and/or on behalf of such Owner, hereafter collectively referred to in this Article 8 as a "derivative claim") and the premium costs thereof shall be Station costs to be borne by the Owners separately (but not jointly) in proportion to their Ownership Shares, or, in the alternative upon concurrence of each party hereto, the Owners and the Operating Corporation will jointly procure and maintain such physical damage, public liability, workers compensation and other insurance as they may deem appropriate with respect to all losses, damages, liabilities and claims arising out of their respective ownership interests or the construction or operation of the Station and provision of services hereunder other than derivative claims and the premium costs thereof shall be Station costs to be borne by the Owners

separately (but not jointly) in proportion to their Ownership Shares. All insurance shall contain a waiver of subrogation clause against the other parties hereto.

SECTION 8.02. Claims cognizable under workers compensation acts or temporary disability benefits laws or any other benefits under workers compensation or analogous statutes and the expenses of defending or disposing of the same, attributable to the ownership or operation of the Station, which are not covered in full by insurance procured in accordance with the preceding paragraph shall (to the extent not covered by such insurance) be treated as Station costs to be borne by the Owners separately (but not jointly) in proportion to their Ownership Shares.

SECTION 8.03. All losses, damages, expenses, penalties, liabilities and claims (including those in respect of property damages and personal injury but not including derivative claims) asserted by third parties in connection with, or arising out of, the construction, operation, maintenance, repair, decontamination and decommissioning of the Station or any portion thereof, and the expenses of defending against or disposing of the same, attributable to any property, policy, system, design or process in existence at or prior to the time that responsibility for the operation, maintenance, repair, decontamination or decommissioning of the Station is transferred to the Operating Corporation or is developed

after the transfer, or which is attributable to any employee transferred to the Operating Corporation by any Owner, or by any employee hired by the Operating Corporation after the transfer of authority to the Operating Corporation, and which are not covered in full by insurance procured in accordance with the Insurance Memorandum executed by the Owners on December 28, 1981 (or any successor insurance arrangement) shall (to the extent not covered by such insurance) be treated as Station costs to be borne by the Owners severally (but not jointly) in proportion to their Ownership Shares.

SECTION 8.04. The Owners have heretofore been acting for their mutual benefit, at cost and without opportunity for profit, in connection with the Station, pursuant to the terms of the Ownership Agreement. In recognition of that fact, the Owners accept "AS IS" the condition of the property of the Station, the employees transferred to the Station and any policy, system, design or process developed for the construction, operation, maintenance, repair, decontamination and decommissioning of the Station. Each of the Owners hereby expressly waives (on behalf of itself and its successors and assigns and anyone claiming an interest on behalf of or through said Owner) any right it may have to recover for any cause (including negligence), from any other Owner for any losses, damages, liabilities, penalties, fines, claims or expenses (including, without limitation, damages to the property of the Station, purchase of replacement power, and the costs of

repairing, decontaminating or decommissioning such property) including, but not limited to, those caused by any property, policy, system, design or process in existence at or prior to the time that responsibility for the operation, maintenance, repair, decontamination or decommissioning of the Station is transferred to the Operating Corporation, or by any employee transferred to the Operating Corporation by any Owner.

SECTION 8.05. Each Owner shall take all action necessary and appropriate to provide indemnification proportionate to its Ownership Share to the Operating Corporation and to all directors, officers, employees and agents of the Operating Corporation to the full extent permitted by law. The action taken by each Owner shall be subject to the approval of the other Owners.

SECTION 8.06. If any Owner, by reason of joint or several liability or otherwise, shall be required to make any payment or incur any obligations attributable to the construction, operation, maintenance, repair, decontamination or decommissioning of the Station in excess of its respective Ownership Share, the other Owners shall indemnify and reimburse such Owner proportionately to their Ownership Shares to the extent of any such excess together with interest on such excess (for the period between the payment by the Owner to be so indemnified and its receipt of such indemnification), at a rate substantially equivalent and pursuant

to the indemnified Owner's overall rate of return allowed in the last rate case of such Owner; except that with respect to KEPCo (inasmuch as it has no overall rate of return) such rate shall be substantially equivalent and pursuant to KEPCo's total cost of funds.

ARTICLE 9
MISCELLANEOUS

SECTION 9.01. Nothing in this Agreement shall be deemed to create or constitute a partnership, joint venture or association among the parties hereto or any of them, the sole purpose of this Agreement being limited to provision for the orderly and efficient operation, maintenance, repair, decontamination and decommissioning of the Owners' respective separate and undivided tenancy-in-common interests in the Station.

SECTION 9.02. Any notice, demand, or request for consent, provided for in this Agreement or made in connection herewith, shall be deemed to be properly served upon an Owner or the Operating Corporation if given in writing and delivered in person or sent by registered or certified mail, postage prepaid, addressed to the chief executive officer of the Owner or the Operating Corporation at its then principal office.

SECTION 9.03. Each Owner shall determine the basis and method it will use for purposes of depreciation and other matters where investment in Station property is relevant.

ARTICLE 10
BINDING EFFECT; AMENDMENTS AND MODIFICATIONS

SECTION 10.01. This Agreement shall become effective as provided for in Section 10.03 hereof. This Agreement shall terminate concurrently with the termination of the Ownership Agreement, unless it shall have been previously terminated by the unanimous agreement of the Owners; provided, however, that this Agreement shall be amended and modified as necessary or appropriate to accommodate an Additional Unit(s) at the Station Site if Ownership Interests in the Common Facilities at the Station are to be adjusted to reflect the Additional Unit(s) pursuant to the provisions of the Ownership Agreement.

SECTION 10.02. Any Owner may propose in writing an amendment, modification or supplement to this Operating Agreement. No amendments, modifications or supplements shall be effective unless and unless so proposed to and considered by the Owners, reduced to writing, approved and executed by all the Owners and the Operating Corporation, and each of the Owners and the Operating Corporation shall have obtained, in form satisfactory to it and to the other parties hereto, any and all authorization from governmental bodies having jurisdiction over it (or them) for such of the matters provided for in such amendment, modification or supplement as such Owner and/or the Operating Corporation shall deem necessary or appropriate. No amendments affecting the Operating License of the Station shall be effective unless and until approved by the Nuclear Regulatory Commission or any successor agency.

SECTION 10.03. This Agreement shall become effective upon its execution and when the boards of directors and/or executive committees of each of the Owners and of the Operating Corporation shall have authorized or ratified this Agreement and authorized its implementation, but this Agreement shall not become operative until

I. each of the Owners and the Operating Corporation shall have obtained any and all authorization from governmental bodies having jurisdiction over it (or them) for such of the matters provided for in this Agreement as such Owner and/or the Operating Corporation shall deem necessary or appropriate; or

II. 12:01 A.M., January 1, 1987, whichever shall last occur. Each of the Owners shall advise the other Owners and the Operating Corporation when these conditions applicable to said Owner shall have been satisfied.

ARTICLE 11
SUCCESSORS AND ASSIGNS

SECTION 11.01. This Agreement shall inure to the benefit of and be binding upon the successor and assigns of each Owner, and of the Operating Corporation, provided, however, that rights and obligations of an Owner in, or arising from, this Agreement shall not be assigned except in connection with the transfer by an Owner

of an Ownership Share in all or any portion of the Station, in which event the Owner shall assign and shall cause such transferee to assume the related portion of its rights and obligations under this Agreement, all as provided for in Paragraph 3.8 of the Ownership Agreement, and to acquire from such Owner the related shares of capital stock of the Operating Corporation.

ARTICLE 12
GOVERNING LAW

SECTION 12.01. This Agreement has been executed and delivered in the State of Kansas and is intended to be construed in accordance with, and to be governed by, the laws of that State.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and delivered as of the day and year first above written.

ATTEST: KANSAS GAS AND ELECTRIC COMPANY

/s/ Eldred D. Prothro By: /s/ Wilson K. Cadman
Asst. Secretary

ATTEST: KANSAS CITY POWER & LIGHT COMPANY

/s/ S. P. Cowley By: /s/ Arthur J. Doyle
Secretary

ATTEST: KANSAS ELECTRIC POWER COOPERATIVE, INC.

/s/ R. D. Speece By: /s/ Charles D. Eller
Secretary

ATTEST: WOLF CREEK NUCLEAR OPERATING CORPORATION

/s/ A. Drue Jennings By: Forrest T. Rhodes
Secretary

WOLF CREEK
GENERAL SUPPORT SERVICES AGREEMENT

This Wolf Creek General Support Service Agreement is made and entered into this 1 day of JANUARY, 1987, by and between Kansas Gas and Electric Company (hereinafter referred to as "KG&E") and Kansas City Power & Light Company (hereinafter referred to as "KCPL") and Kansas Electric Power Cooperative, Inc. (hereinafter referred to as "KEPCo").

WITNESSETH:

WHEREAS, KG&E, KCPL AND KEPCo (hereinafter referred to collectively as "Owners" and individually as "Owner") each own as tenant in common with the others, an undivided interest in the Wolf Creek Generating Station (hereinafter referred to as the "Station") and

WHEREAS, the Owners agreed to establish Wolf Creek Nuclear Operating Corporation (hereinafter referred to as "WCNOC") to serve as the Operating Agent for the Station and the duties and responsibilities of WCNOC and the Owners are set out in the Wolf Creek Generating Station Operating Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company, Kansas Electric Power Cooperative, Inc., and Wolf Creek Nuclear Operating Corporation dated April 15, 1986, and

WHEREAS, the Owners recognize that certain services relating to Station facilities can more economically be provided by the Owners; and

WHEREAS, the Owners are willing to perform such services on behalf of themselves and the other Owners.

NOW, THEREFORE, in consideration of these premises, the parties hereto do hereby agree as follows:

1. WCNOC is authorized to issue from time to time to the Owners a request to bid upon the furnishing of services and/or materials to WCNOC whether for a specific service or services of an ongoing nature. Upon evaluation of the responses to such request, WCNOC may then issue to the successful bidding Owner an Owner Work Order (hereinafter referred to as "OWO"). The OWO shall, among other things, contain a detailed description of the services and/or materials

to be provided and the labor and material rates and costs, and shall be signed by authorized representatives of WCNOC and the successful bidding Owner. Each OWO shall be considered a supplement to this agreement and is incorporated herein by reference.

2. The Owner shall perform those services identified in the OWO on behalf of itself and the other Owners at the rates and charges set forth in Exhibits A-1 through A-3 and any successors thereto. These rates and charges shall be determined in accordance with sound accounting practices, shall include reasonable and appropriate indirect costs, including overheads, and shall be determined without profit to the Owner. The rates and charges set forth in Exhibits A-1 through A-3 shall be in effect from January 1, 1987 through December 31, 1987. The rates and charges shall be adjusted on an annual basis upon the mutual agreement of the Controllers of each Owner with the first adjustment being effective January 1, 1988.
3. Except as WCNOC and the Owner providing such service under the OWO may otherwise agree, WCNOC shall be responsible for determining the procedures to be followed relative to the furnishing of such assistance and for making any reports to governmental authorities, except as prohibited or required by Title 10 of the Code of Federal Regulations or any other applicable governmental regulations or laws.
4. Each Owner, on a monthly basis, shall furnish the other

Owners with a detailed statement of all costs and expenses paid or incurred by that Owner in connection with the services enumerated in each OWO issued to it for which it has performed work during that billing month. Statements for costs and expenses shall be addressed to:

Kansas Gas and Electric Company
P.O. Box 208
Wichita, Kansas 67201
Attention: Vice President-Nuclear

Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, Missouri 64141
Attention: Senior Vice President
System Power Operations

Kansas Electric Power Cooperative, Inc.
P.O. Box 4877
Topeka, Kansas 66604
Attention: Executive Vice President

Statements for costs and expenses shall also be forwarded to WCNOG at the following address for verification:

Wolf Creek Nuclear Operating Corporation
P.O. Box 411
Burlington, Kansas 66839
Attention: Purchasing

The Owner receiving services shall make payment within thirty days after receipt of the bill.

5. If the services are to be performed by employees of an Owner at a location different from their regular place of employment, the services shall be deemed to commence when the employee begins preparation to depart from his regular work location to perform the services requested. The services shall be deemed to have terminated when the employee has returned to his regular work location.
6. All time sheets and work records pertaining to services performed under this agreement shall be retained by each Owner at least as long as required by the Federal Energy Regulatory Commission Regulations To Govern The Preservation of Records of Public Utilities and Licensees. Each Owner will, during normal working hours and upon reasonable notice, make available as appropriate, all such time sheets and work records, to appropriate personnel of the Owners and WCNOG upon written request by the Owners and WCNOG. The Owners acknowledge that for obligations which may arise under the terms of this agreement, the Owners shall be severally, but not jointly, liable in proportion to their ownership shares in the Station.
7. Each Owner hereby expressly waives (on behalf of itself and its successors and assigns and anyone claiming an interest on behalf of or through it) any right it may have to recover for any cause (including negligence) from any Owner and its employees for any losses, damages, liabilities, penalties, fines, claims or expenses which may occur in connection with or arise out of the services performed under this Agreement. Each Owner shall indemnify and hold each Owner and its employees harmless from claims asserted by third parties (including claims asserted by other Owners) for losses, damages, liabilities, penalties, fines, claims or expenses which may occur in

connection with or arise out of the services performed under this agreement even if such services were negligently performed. Provided, however, that nothing in this section shall relieve any Owner of any of its duties or obligations under Section 6.4 of the Wolf Creek Generating Station Ownership Agreement, dated as of December 28, 1981, and under Section 8.3 of the Wolf Creek Generating Station Operating Agreement dated April 15, 1986.

8. This Agreement shall become effective upon its execution but shall not become operative until (a) each of the Owners and WCNOG shall have obtained any and all authorizations from governmental bodies having jurisdiction over it (or them) necessary for the transfer of responsibility of the Station from KG&E to WCNOG or (b) 12:01 a.m. January 1, 1987, whichever shall last occur.
9. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, EACH OWNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND/OR SERVICES PROVIDED HEREUNDER, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.
10. The failure of any Owner at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by either party to any breach of any provision of this agreement by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision or a waiver of the provision itself, nor shall such waiver affect the enforceability of any other provision in this Agreement.
11. In the event any provision of this Agreement or the application thereto to any person or circumstance shall be held to be invalid under any final decision by a court having jurisdiction in the premises, the remainder of the agreement and its application to persons or circumstances, other than those to which it was held invalid, shall not be affected thereby.
12. The validity, interpretation, and performance of the agreement and each of its provisions shall be governed by the laws of the State of Kansas.

13. This Agreement shall be for an initial term of one year beginning January 1, 1987, and from year to year thereafter until terminated. Each party, upon ninety (90) days prior written notice to the other party may terminate this agreement at the expiration date of any successive one year term. Such termination shall not affect any obligation incurred hereunder prior to the effective date of such notice, which obligation arises out of events occurring prior to that date.
14. This agreement contains the entire agreement among the Owners and no amendment, modification or supplement hereto shall be binding unless in writing.
15. This agreement shall not be assigned by any Owner without the prior written consent of the other Owners.

IN WITNESS WHEREOF the Owners have caused this Agreement to be executed by duly authorized officers as of the day and year first written above.

ATTEST: KANSAS GAS AND ELECTRIC COMPANY

/s/ Richard D. Terrell By /s/ Glenn L. Koester
Secretary Vice President-Nuclear

ATTEST: KANSAS CITY POWER & LIGHT COMPANY

/s/ Jeanie Sell Latz By /s/ J. M. Evans
Secretary Senior Vice President-System Power
Operations

ATTEST: KANSAS ELECTRIC POWER COOPERATIVE, INC.

/s/ R. D. Speece By /s/ Alvin L. Zwick
Secretary Alvin L. Zwick, President

WCNOC acknowledges receipt of a copy of the above agreement, and consents to the provisions applicable to it.

ATTEST: WOLF CREEK NUCLEAR OPERATING CORPORATION

/s/ Warren B. Wood By /s/ B. D. Withers
Secretary President

EXHIBIT A-1

RATES FOR GENERAL SUPPORT SERVICES AGREEMENT

KG&E

The rates for General Support Services to be provided by KG&E are set out below and shall be adjusted by the Controllers of the Owners quarterly.

KG&E labor shall be billed at actual labor rates.

Fringe benefit costs shall be billed at 19% of the labor cost.

Service overhead costs shall be billed at 12.98% of the labor costs.

Materials shall be billed at cost plus 17% for purchasing and stores overheads.

EXHIBIT A-2

RATES FOR GENERAL SUPPORT SERVICES AGREEMENT

KCPL

The rates for General Support Services to be provided by KCPL are set out below and shall be adjusted by the Controllers of the Owners quarterly.

KCPL labor shall be billed at actual labor rates.

Fringe benefit costs shall be billed at 18.8% of the labor cost.

Service overhead costs shall be billed at 21.3% of the labor costs.

Materials shall be billed at cost plus 25% for purchasing and stores overheads.

EXHIBIT A-3

RATES FOR GENERAL SUPPORT SERVICES AGREEMENT

KEPCO

The rates for General Support Services to be provided by KEPCO are set out below and shall be adjusted by the Controllers of the Owners quarterly.

KEPCo labor shall be billed at actual labor rates.

Fringe benefit costs shall be billed at 33.58% of the labor cost.

Service overhead costs shall be billed at 18.14% of the labor costs.

EMERGENCY PLAN
SUPPORT SERVICES AGREEMENT

This Emergency Plan Support Services Agreement is made and entered into this 1 day of JANUARY, 1987, among Kansas Gas and Electric Company (hereinafter referred to as "KG&E") Kansas City Power & Light Company (hereinafter referred to as "KCPL") Kansas Electric Power Cooperative, Inc. (hereinafter referred to as "KEPCo") and Wolf Creek Nuclear Operating Corporation (hereinafter referred to as "WCNOC").

WITNESSETH:

WHEREAS, KG&E, KCPL and KEPCo (hereinafter referred to collectively as "Owners" and individually as "Owner") each own as tenant in common with the others, an undivided interest in the Wolf Creek Generating Station (hereinafter referred to as the "Station"); and

WHEREAS, the Owners agreed to establish WCNOC to serve as the Operating Agent for the Station and the duties and responsibilities of WCNOC and the Owners are set out in the Wolf Creek Generating Station Operating Agreement among Kansas Gas and Electric Company, Kansas City Power & Light Company, Kansas Electric Power Cooperative, Inc. and Wolf Creek Nuclear Operating Corporation dated April 15, 1986; and

WHEREAS, WCNOC desires that the owners provide certain services related to the Radiological Emergency Response Plan (RERP) of the Station, which services are more fully set out herein.

NOW, THEREFORE, in consideration of these premises, the parties hereto do hereby agree as follows:

1. The Owners shall perform those services and make available those personnel enumerated in Exhibit A and any successor thereto at the rates and charges set or referenced therein. The rates and charges shall be adjusted annually upon the mutual agreement of WCNOC and the Owners. The rates and charges set forth or referenced in Exhibit A and any successor thereto shall be at each Owner's cost, which cost shall be determined in accordance with sound accounting practices, shall include reasonable and appropriate indirect costs, including overheads, and shall be determined without profit to each Owner.
2. Requests for those services or personnel enumerated in Exhibit A or any successor thereto shall be by a written WCNOC purchase order. During an actual emergency as defined in the RERP, it will not be necessary to issue a purchase order prior to performing any services or supplying personnel under this Agreement. The purchase order shall specify the services to be performed, or the personnel to be supplied, the rates to be charged for said services and personnel and any other material items necessary to perform said services. Each purchase order shall be considered a supplement to this agreement and is incorporated herein by reference.
3. Except as WCNOC and the Owners may otherwise agree, WCNOC shall be responsible for determining the procedures to be followed relative to the services provided under this agreement and for making any reports to governmental authorities, except as prohibited or required by Title 10 of the Code of Federal Regulations or any other applicable governmental regulations or laws.
4. If the services are to be performed by employees of an Owner at a location different from their regular place of employment, the services shall be deemed to commence when the employee begins preparation to depart from his regular work location to perform the services requested. The services shall be deemed to have terminated when the employee has returned to his regular work location.

5. Each Owner shall, on a monthly basis, furnish WCNOG with a detailed statement of all costs and expenses paid or incurred by that Owner in connection with the services provided to WCNOG under this agreement and such statement shall be paid by WCNOG within 30 days after receipt. Statements for costs and expenses shall be addressed to:

Wolf Creek Nuclear Operating Corporation
P.O. Box 411
Burlington, Kansas 66839
Attention: Purchasing

Payment for all costs and expenses shall be made to the Owners at the following addresses:

Kansas Gas and Electric Company
P.O. Box 208
Wichita, Kansas 67201
Attention: Vice President-Nuclear

Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, Missouri 64141
Attention: Senior Vice President
System Power Operations

Kansas Electric Power Cooperative, Inc.
P.O. Box 4877
Topeka, Kansas 66604
Attention: Executive Vice President

6. All time sheets and work records pertaining to services performed under this agreement shall be retained by each Owner at least as long as required by the Federal Energy Regulatory Commission Regulations To Govern The Preservation of Records of Public Utilities and Licensees. Each Owner will, during normal working hours and upon reasonable notice, make available as appropriate, all such time sheets and work records, to appropriate personnel of WCNOG upon written request by WCNOG.
7. The Owners and WCNOG acknowledge that for obligations which may arise under the terms of this agreement, the Owners shall be severally, but not jointly, liable in proportion to their ownership shares in the Station.
8. WCNOG hereby expressly waives (on behalf of itself and its successors and assigns and anyone claiming an interest on behalf of or through it) any right it may have to recover for any cause (including negligence) from any Owner and its employees for any losses, damages, liabilities, penalties, fines, claims or expenses which may occur in connection with our arise out of the services performed under this Agreement. WCNOG shall indemnify and hold each Owner and its employees harmless from claims asserted by third parties (including claims asserted by other Owners) for losses, damages, liabilities, penalties, fines, claims or expenses which may occur in connection with or arise out of the services performed under this agreement even if such services were negligently performed. Provided, however, that nothing in this section shall relieve any Owner of any of its duties or obligations under Section 6.4 of the Wolf Creek Generating Station Ownership Agreement, dated as of December 28, 1981, and under Section 8.3 of the Wolf Creek Generating Station Operating Agreement dated April 15, 1986.
9. This Agreement shall become effective upon its execution but shall not become operative until (a) each of the Owners and WCNOG shall have obtained any

and all authorizations from governmental bodies having jurisdiction over it (or them) necessary for the transfer of responsibility of the Station from KG&E to WCNOC or (b) 12:01 a.m. January 1, 1987, whichever shall last occur.

10. The failure of either WCNOC or the Owners at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by either party to any breach of any provision of this agreement by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision or a waiver of the provision itself, nor shall such waiver affect the enforceability of any other provision in this Agreement.
11. In the event any provision of this Agreement or the application thereto to any person or circumstance shall be held to be invalid under any final decision by a court having jurisdiction in the premises, the remainder of the agreement and its application to persons or circumstances, other than those to which it was held invalid, shall not be affected thereby.
12. The validity, interpretation, and performance of the agreement and each of its provisions shall be governed by the laws of the State of Kansas.
13. This Agreement shall be for an initial term of one year beginning January 1, 1987, and from year to year thereafter until terminated. Each party, upon ninety (90) days prior written notice to the other party may terminate this agreement at the expiration date of any successive one year term. Such termination shall not affect any obligation incurred hereunder prior to the effective date of such notice, which obligation arises out of events occurring prior to that date.
14. All notices, communications, correspondence and billings which are to be addressed and/or delivered to those individuals identified in this Agreement and Exhibit A attached hereto, shall be delivered accordingly. Any other notice, communication or correspondence shall be addressed to:

Wolf Creek Nuclear Operating Corporation
P.O. Box 2908
Wichita, Kansas 67201
Attention: Manager, Emergency Planning

Kansas Gas and Electric Company
P.O. Box 208
Wichita, Kansas 67201
Attention: Vice President-Nuclear

Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, Missouri 64141
Attention: Senior Vice President
System Power Operations

Kansas Electric Power Cooperative, Inc.
P.O. Box 4877
Topeka, Kansas 66604
Attention: Director, Power Supply & Engineering

15. This agreement contains the entire agreement between the Owners and WCNOG with respect thereto and no amendment, modification or supplement hereto shall be binding unless in writing.
16. This agreement shall not be assigned by either WCNOG or the Owners without the prior written consent of the other.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by duly authorized officers as of the day and year first written above.

ATTEST: KANSAS GAS AND ELECTRIC COMPANY

/s/ Richard D. Terrell By /s/ Glenn L. Koester
Secretary Vice President-Nuclear

ATTEST: KANSAS CITY POWER & LIGHT COMPANY

/s/ Jeanie Sell Latz By /s/ J. M. Evans
Asst. Secretary Senior Vice President-System Power
Operations

ATTEST: KANSAS ELECTRIC POWER COOPERATIVE, INC.

/s/ R. D. Speece By /s/ Alvin L. Zwick
Secretary Alvin L. Zwick, President

ATTEST: WOLF CREEK NUCLEAR OPERATING CORPORATION

/s/ W. B. Wood By /s/ B. D. Withers
Secretary President

EHXIBIT A
EMERGENCY PLAN SERVICES

1. The Owners shall supply personnel and facilities which are necessary to carry out the RERP for Wolf Creek. The personnel supplied shall attend training sessions, participate in drills and carry out their duties as detailed in the RERP during actual emergencies.

2. Each Owner shall designate in writing an individual or group of individuals (hereinafter referred to as Contact Personnel) who shall report directly to the WCNOG Manager of Emergency Planning (hereinafter referred to as Manager E.P.). Contact Personnel are responsible for coordinating each Owners RERP activities at the direction of the Manager E.P. Each Owner shall notify the Manager E.P. in writing when Contact Personnel are changed.

3. All communications with the state of Kansas, Coffey County, and any other governmental, public or private agency or group, as it relates to public information or emergency planning shall be in the name of WCNOG.

4. The Manager E.P. shall identify those positions in the Emergency Response Organization (ERO) which are to be filled with Personnel of the Owners. The Manager E.P. may increase or decrease the positions in the ERO to be filled by personnel of the Owners upon sixty (60) days written notice to Contact Personnel. Positions initially to be filled in the ERO by personnel of the Owners are the following:

- Wolf Creek Public Information Officer
- Media Release Center Manager
- Wolf Creek Spokesperson
- General Office Information Coordinator
- Public Concern Phone Coordinator
- Rumor Control Coordinator
- Documentation
- Media Inquiry Coordinator
- Media Monitoring Coordinator
- Distribution
- Media Inquiry Phone Team (4)
- Media Monitoring Team (2)
- Public Concern Phone Team
- Recording Editor
- MRC Assistant Manager
- System Control Personnel
- General Office Administrative Assistant
- Information Clearinghouse Administrative Assistant
- Information Clearinghouse Preparation Team
- Call Out Personnel

5. Each position on the ERO shall have five (5) persons assigned to it unless the Manager E.P. requires a different number of people. Personnel may be assigned to a maximum of two positions. Contact Personnel shall select and identify, in writing to the Manager E.P. those personnel (candidates) to fill the positions identified above. The Manager E.P. shall have the right to reject any candidate identified by Contact Personnel.

6. Upon acceptance, the personnel of the Owners shall attend initial training in accordance with the Emergency Plan Implementing Procedures (EPP) at a time, date and place to be determined by the Manager E.P. Personnel of the Owners shall attend annual retraining sessions as specified in the EPP and shall review all training materials provided to them by the Manager E.P.

7. Drills shall be conducted periodically to test the procedures of the RERP and the members of the ERO. Contact Personnel shall identify in writing those employees who are members of the ERO who shall participate in the drills which may be scheduled or unscheduled. Those employees who attend drills shall also attend scheduled briefings and critiques of drill performance.

8. When an actual emergency as defined in the RERP occurs, members of the ERO shall respond in accordance with the EPP.

9. Contact Personnel shall provide to the Manager E.P. on a quarterly basis a complete listing of each employee included in the ERO. Such listing shall include the employees name, title, home address, work address, home telephone and work telephone. Contact Personnel shall notify the Manager E.P. on a weekly basis of any changes to the above information.

10. On a quarterly basis, the Manager E.P. shall identify to Contact Personnel those positions in each Owner's organization for which the Manager E.P. will need the name of the individual in that position, the individuals title, work address, home telephone number and work telephone number. Contact Personnel of each Owner shall provide two listings of this information, the first listing to be by job title of each position; the second listing by alphabetical order of the individuals who fill these positions.

11. WCNOG shall be responsible for maintaining public information emergency response facilities described in the EPP, which are located in the corporate offices of KG&E at 201 North Market in Wichita and at the Information Clearinghouse and Media Release Center in Topeka, Kansas. KG&E shall transport any necessary supplies and audiovisual equipment described in the EPP from the Wichita offices of KG&E and WCNOG to the Information Clearinghouse and Media Release Center in Topeka.

12. KG&E's system operations department and customer information center shall perform the call out functions described in the EPP. KG&E shall provide and maintain the pager system associated with the call out function.

13. The scope, nature and extent of services provided herein shall be mutually agreed upon and set forth in the applicable purchase order. The charges for said services shall be enumerated in the purchase order and shall be established in accordance with the rates set in Exhibits B-1 through B-3.

EXHIBIT B-1

RATES FOR EMERGENCY PLAN SERVICES
KG&E

The rates for Emergency Plan Services to be provided by KG&E are set out below and shall be in effect on January 1, 1987 and shall be amended annually thereafter by mutual agreement of the parties to be effective January 1st.

KG&E labor shall be billed at actual labor rates.

Fringe benefit costs shall be billed at 19% of the labor cost.

Service overhead costs shall be billed at 12.98% of the labor costs.

Materials shall be billed at cost plus 17% for purchasing and stores overheads.

EXHIBIT B-2

RATES FOR EMERGENCY PLAN SERVICES
KCPL

The rates for Emergency Plan Services to be provided by KCPL are set out below and shall be in effect on January 1, 1987 and shall be amended annually thereafter by mutual agreement of the parties to be effective January 1st.

KCPL labor shall be billed at actual labor rates.

Fringe benefit costs shall be billed at 18.8% of the labor cost.

Service overhead costs shall be billed at 21.3% of the labor costs.

Materials shall be billed at cost plus 25% for purchasing and stores overheads.

EXHIBIT B-3

RATES FOR EMERGENCY PLAN SERVICES
KEPCO

The rates for Emergency Plan Services to be provided by KEPCo are set out below and shall be in effect on January 1, 1987 and shall be amended annually thereafter by mutual agreement of the parties to be effective January 1st.

KEPCo labor shall be billed at actual labor rates.

Fringe benefits costs shall be billed at 33.58% of the labor cost.

Service overhead costs shall be billed at 18.14% of the labor costs.

SERVICE RECIPROCITY AGREEMENT

This instrument evidences an agreement made and entered into as of this 20TH day of JUNE, 1986, by and among Kansas City Power & Light Company (hereinafter called "KCPL"), Kansas Gas and Electric Company (hereinafter called "KG&E"), and Wolf Creek Nuclear Operating Corporation (hereinafter called "WCNOC"), each of which shall also be referred to individually as "Corporation" and collectively, as "Corporations".

WITNESSETH:

WHEREAS, WCNOC is jointly owned by KCPL, KG&E and Kansas Electric Power Cooperative, Inc., and

WHEREAS, each Corporation has established one or more pension plans; and

WHEREAS, from time to time the Employees (as hereinafter defined) of one Corporation may transfer to another Corporation, with a potential loss or diminution of pension benefits by reason of the break in service provisions or other limitations set forth in the documents governing the pension plans established by such Corporations; and

WHEREAS, the Corporations desire to enter into an agreement to provide for the recognition of pension service credits earned by such Employees under Related Plans (as hereinafter defined), so that pension service may be preserved for such Employees, as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual undertakings herein provided, and for other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Corporations agreed as follows:

1. DECLARATIONS. Each of the undersigned officers of the Corporations represents and warrants that he is duly authorized to enter into this Agreement.

2. PURPOSE. The purpose of this Agreement is (i) to preserve pension service used in the determination of pension benefits of Employees who would otherwise receive a reduced pension or be ineligible for a pension because their years of service have been divided between or among two or more Corporations, and (ii) to identify the respective responsibilities of each Plan for providing pension benefits to Employees.

3. DEFINITIONS. The following definitions shall apply to this Agreement unless another meaning is clearly required by the context; the singular shall include the plural and the masculine, the feminine as the context may require. In no event will the Plans be required to incorporate, directly or indirectly the specific terms or definitions used in this Agreement.

(a) ADMINISTRATOR. The administrator (or its authorized agent or representative) of each Plan.

(b) AGREEMENT. This Service Reciprocity Agreement.

(c) COMBINED ELIGIBILITY CREDITS. The aggregate total of an Employee's Primary Eligibility Credits, plus the total of his Related Eligibility Credits.

(d) COMBINED PENSION CREDITS. The aggregate total of an Employee's Primary Pension Credits, plus the total of his Related Pension Credits.

(e) EMPLOYEE. An individual who has service with one or more of the Corporations.

(f) FUNDING AGREEMENT. The agreement or other document evidencing the trust or other funding medium of the Plan.

(g) PLAN. A pension plan established and maintained by a Corporation; provided, however, that pension plans maintained pursuant to collective bargaining agreements shall not be included in this definition unless the collective bargaining agreement expressly so provides.

(h) PRIMARY ELIGIBILITY CREDITS. The total of an Employee's years of service, or portions thereof, under a Primary Plan which are counted for purposes of determining his vesting and eligibility for a pension under the Primary Plan.

(i) PRIMARY PENSION CREDITS. The total of an Employee's years of service, or portions thereof, under a Primary Plan which are counted for purposes of determining pension benefit accruals under the Primary Plan.

(j) PRIMARY PLAN. A Plan with respect to which the applicable Administrator is determining the application of the provisions of this Agreement.

(k) QUALIFIED TRANSFER. Transfer of employment by an Employee from one Corporation to WCNO or from WCNO to another

Corporation, but only if the Employee accepted employment with the transferee Corporation prior to leaving employment with the transferor Corporation.

(l) RELATED ELIGIBILITY CREDITS. Years of service, or portions thereof, credited to an Employee that are counted for purposes of determining vesting and eligibility for a pension under a Related Plan. An Employee will be entitled to Related Eligibility Credits only if such Employee has engaged in a Qualified Transfer.

(m) RELATED PENSION CREDITS. Years of service, or portions thereof, credited to an Employee that are counted for purposes of determining pension benefit accruals under a Related Plan. An Employee will be entitled to Related Pension Credits only if such Employee has engaged in a Qualified Transfer.

(n) RELATED PLAN. With respect to one Plan, any other Plan.

4. OPERATIVE PROVISIONS.

(a) Each Corporation does hereby recognize the Plans maintained by the other Corporations as Related Plans. The Corporations agree that they shall participate in a reciprocal pension service program in accordance with the provisions of this Agreement.

(b) In any case in which an Employee has Related Eligibility Credits and applies for a pension, the Administrator of the Primary Plan shall calculate the Combined Eligibility Credits of such Employee and, for the purpose of determining his vesting and eligibility for pension benefits under the Primary Plan, shall treat his Combined Eligibility Credits as if their underlying years of service constituted years of service under the Primary Plan.

(c) The Administrator of the Primary Plan shall rely upon the provisions of the Primary Plan and related Funding Agreement (i) in evaluating Related Eligibility Credits to determine whether the Employee has had a break in service, or (ii) in evaluating Combined Eligibility Credits to determine whether the Employee has sufficient service to be eligible for a benefit, or (iii) in determining whether the Employee's application for benefits is timely and otherwise adequate, and (iv) in determining all other questions relating to vesting and eligibility.

(d) If (i) the Employee was never a participant in a Related Plan or (ii) the Employee's most recent period of Plan participation was in a Related Plan, the amount of pension benefits, if any, payable to such Employee or his beneficiary by the Primary Plan shall be limited to the benefit accrued by the Employee while a Participant in the Primary Plan. The amount of such pension benefit, if any, payable by the Primary Plan, shall be determined solely by reference to the Primary Plan and related Funding Agreement. The Primary Plan shall have no liability or responsibility to pay any Employee for pension benefits accrued by such an Employee while he was a participant under a Related Plan, which amount, if any, shall be paid to him solely by the Related Plan.

(e) IF the Employee's most recent period of Plan participation was in the Primary Plan, the amount of pension benefits, if any, payable to such Employee or his beneficiary by the Primary Plan, shall be calculated based on his total Combined Pension Credits. In the event such Employee or his beneficiary shall be eligible to receive retirement benefits under one or more Related Plans, the amount of the Employee's or beneficiary's retirement benefits that would be payable at age 65 as a single life annuity, as determined under the Primary Plan, shall be reduced by an amount equal to the retirement benefits payable under the Related Plans, at age 65 as a single life annuity.

(f) All conditions which ordinarily will apply to the payment of pension benefits by the Primary Plan shall apply in like manner to any payment of pension benefits by it pursuant to this Agreement. Nothing in this Agreement shall require the Administrator to determine an Employee's vesting, eligibility for pension benefits or accrued pension benefits other than in accordance with the express terms and provision of the Primary Plan, which will effect the provisions of this Agreement and may, but need not, incorporate this Agreement by reference.

(g) In determining Combined Pension Credits, a Primary Plan shall not recognize more than one year of service in any one of its Plan years.

5. AMENDMENT.

(a) All rights of Employees now or hereafter claiming benefits under this Agreement are subject to and conditioned upon the right of the Corporations, acting jointly, to amend or revoke this Agreement.

(b) Notwithstanding the provisions of the preceding paragraph, Employees shall not forfeit any service credits earned by virtue of this Agreement and Employees' accrued benefits shall not be decreased upon amendment or termination of this Agreement; nor shall such amendment or termination adversely affect or prejudice the pensions of those Employees who begin to receive benefits prior to such amendment or termination.

6. RECORDS AND INFORMATION. Each Corporation agrees to preserve records of pension service that are counted for purposes of determining an Employee's eligibility for a pension under the Plan and other relevant data relating to all its participants, including those who cease to be covered Employees, as long as may be necessary to give effect to this Agreement. Each Corporation agrees to furnish to any other Corporation such data and information as may be reasonably required by such other Corporation in order to implement the provisions of this Agreement. The furnishing of data or information shall be without charge if it relates to an individual case; but if data of a general nature is requested, and furnished by and with the consent of the Related Plan's sponsor (e.g., data for use in actuarial evaluations or surveys), the cost thereof may be billed to the Corporation requesting the information.

8. EFFECTIVE DATE. This Agreement shall be effective as of the effective date of the Retirement Plan For Employees of Wolf Creek Nuclear Operating Corporation.

IN WITNESS WHEREOF, the Corporations have hereunto set their hands and seals the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY

By /s/ Arthur J. Doyle

ATTEST:

/s/ S. P. Cowley
Secretary

WOLF CREEK NUCLEAR OPERATING CORPORATION

By /s/ Forrest T. Rhodes

ATTEST:

/s/ A. Drue Jennings
Secretary

KANSAS GAS AND ELECTRIC COMPANY

By /s/ Wilson K. Cadman

ATTEST:

/s/ Richard D. Terrell
Secretary

Filings Under the Public Utility Holding Company Act of
1935, as amended ("Act")

SECURITIES AND EXCHANGE COMMISSION

April __, 2002

Notice is hereby given that the following filing(s) has/have been made with the Commission pursuant to provisions of the Act and rules promulgated under the Act. All interested persons are referred to the application(s) and/or declaration(s) for complete statements of the proposed transaction(s) summarized below. The application(s) and/or declaration(s) and any amendment is/are available for public inspection through the Commission's Office of Public Reference.

Interested persons wishing to comment or request a hearing on the application(s) and/or declaration(s) should submit their views in writing by ____, 2002, to the Secretary, Securities and Exchange Commission, Washington, D.C. 20549-0609 and serve a copy on the relevant applicant(s) and or declarant(s) at the address(es) specified below. Proof of service (by affidavit or, in case of an attorney at law, by certificate) should be filed with the request. Any request for hearing should identify specifically the issues of fact or law that are disputed. A person who sho requests will be notified of any hearing, if ordered, and will receive a copy of any notice or order issued in the matter. After ____, 2002, the application(s) and/or declaration(s), as filed or as amended, may be granted and/or permitted to become effective.

Great Plains Energy Incorporated ("GPE"), Kansas City Power & Light Company ("KCPL") and Great Plains Energy Services Incorporated ("GPES"), located at 1201 Walnut, Kansas City, Missouri 64106, and Wolf Creek Nuclear Operating Corporation ("WCNOC"), located at 1550 Oxen Lane N.E., Burlington, Kansas 66839, (collectively, the "Applicants") have filed an application/declaration with the Securities and Exchange Commission under Section 13 and Rules 88, 90 and 91 under the Act.

GPE is a registered holding company under the Act. KCPL is an electric utility company and a wholly-owned subsidiary of GPE. WCNOC is a nonutility subsidiary of KCPL which provides goods and services to the owners, including KCPL, of the Wolf Creek Generating Station.

Pursuant to the Commission's order authorizing the corporate reorganization resulting in GPE becoming a registered holding company (HCAR 27436), KCPL and the nonutility subsidiaries of GPE were granted authorization under Section 13(b) of the Act and rules to provide support services on an interim basis, as well as sell goods, to each other and to GPE consistent with current practice, as well as services and goods of a substantially similar nature), until the Commission granted authority to create a service company and to implement the final support service structure for the GPE holding company system. The application seeking such authority was to be filed by April 30, 2002.

Applicants have filed an application/declaration, as directed by the Commission order, requesting authorizations with respect to the activities of GPES, which will be incorporated in Missouri as a wholly-owned subsidiary of GPE to serve as the service company for the GPE system. GPES will provide companies in the GPE system with a variety of administrative, management and support services. It is anticipated that GPES will be staffed by a transfer of personnel from KCPL. It is further anticipated that a small quantity of personal property will be transferred from KCPL to GPES. Moreover, certain leases and licenses currently held by KCPL may be assigned to GPES, or may continue to be held by KCPL and a portion of the goods and services thereunder may be provided to other system companies.

GPES' accounting and cost allocation methods and procedures will comply with the Commission's standards for service companies in registered holding-company systems, and that GPES' billing system will use the Commission's "Uniform System of Accounts for Mutual Service Companies and Subsidiary Service Companies." Except as permitted by the Act or the Commission, all services provided by GPES to affiliated companies will be on an "at cost" basis as determined by Rules 90 and 91 of the Act.

In order to ensure adequate oversight and realize economies of scale, certain administrative and service functions for the GPE system will be consolidated and provided, either in whole or in part, through GPES. As a general rule, the individual system companies will maintain services that can benefit from individualized application at the company level, with GPES offering system-wide coordination and strategy, compliance, oversight and other services where economies can be captured by the centralization of services.

Applicants request that GPES and all other nonutility subsidiaries of GPE be authorized to enter into agreements to provide construction, goods or services to certain associate companies enumerated below at fair market prices determined without regard to cost, and therefore request an exemption (to the extent that Rule 90(d) of the Act does not apply) under Section 13(b) from the cost standards of Rules 90 and 91:

- (a) a FUCO or foreign EWG that derives no part of its income, directly or indirectly, from the generation, transmission or distribution of electric energy for sale within the United States;
- (b) an EWG that sells electricity at market-based rates which have been approved by the FERC, provided that the purchaser is not KCPL;
- (c) a "qualifying facility" ("QF") within the meaning of the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA") that sells electricity exclusively (i) at rates negotiated at arms' length to one or more industrial or commercial customers purchasing the electricity for their own use and not for resale, and/or (ii) to an electric utility company at the purchaser's "avoided cost" as determined in accordance with the regulations under PURPA;

- (d) a domestic EWG or QF that sells electricity at rates based upon its cost of service, as approved by FERC or any state public utility commission having jurisdiction, provided that the purchaser is not KCPL; or
- (e) a Rule 58 subsidiary or any other nonutility subsidiary that (i) is partially-owned, directly or indirectly, by GPE, provided that the ultimate purchaser of such goods or services is not KCPL (or any other entity that GPE may form whose activities and operations are primarily related to the provision of goods and services to KCPL), (ii) is engaged solely in the business of developing, owning, operating and/or providing services or goods to nonutility subsidiaries described in clauses (a) through (e) immediately above, or (iii) does not derive, directly or indirectly, any material part of its income from sources within the United States and is not a public utility company operating within the United States.

Applicants request authorization for WCNOG, as a nonutility subsidiary of KCPL, to provide services and goods to the owners of Wolf Creek Generating Station at cost under existing agreements. Applicants also request authorization for KCPL to provide goods and services to WCNOG at cost under existing agreements. Applicants further request, to the extent such transactions are within the scope of the Act, authorization for KCPL to lease or sublease excess office space or other nonutility facilities to unaffiliated third parties.

For the Commission by the Division of Investment Management, pursuant to delegated authority.