

07-1063

Execution Copy

Partnership Interests Purchase Agreement

by and among

Aquila, Inc.,

Aquila Colorado, LLC,

Black Hills Corporation,

Great Plains Energy Incorporated

and

Gregory Acquisition Corp.

SELLER DISCLOSURE SCHEDULES

STATE CORPORATION COMMISSION

APR 19 2007

 Docket
Room

Dated: February 6, 2007

SELLER DISCLOSURE SCHEDULES

The attached Schedules have been prepared and delivered in accordance with, and are incorporated into as part and parcel of, the Partnership Interests Purchase Agreement (the "Agreement"), dated February 6, 2007, by and among Aquila, Inc., a Delaware corporation ("Seller"), Aquila Colorado, LLC, a Delaware limited liability company ("Limited Partner"), Black Hills Corporation, a South Dakota corporation ("Buyer"), Great Plains Energy Incorporated, a Missouri corporation ("Parent"), Gregory Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"). Capitalized terms used but not defined in these Schedules have the meanings ascribed to them in the Agreement, unless the context otherwise requires.

Neither these Schedules nor any disclosure made in or by virtue of them constitutes or implies any representation, warranty, or covenant by Seller not expressly set out in the Agreement, and neither these Schedules nor any such disclosure has the effect of, or may be construed as, adding to, deleting from or revising the scope of any of the representations, warranties, or covenants of Seller in the Agreement.

Any item disclosed or listed on any particular Schedule is deemed to be disclosed or listed on any other Schedule to the extent it is reasonably apparent that such item relates or is applicable to, or is properly disclosed under, such other Schedule or the section of the Agreement to which such other Schedule corresponds.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules. The fact that any item of information is contained herein is not an admission of liability under any applicable Law, and does not mean that such information is required to be disclosed in or by the Agreement, or that such information is material. Such information will not be used as a basis for interpreting the terms "material," "materially," "materiality," "Material Adverse Effect," or any similar qualification in the Agreement.

The section headings and subheadings in these Schedules are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, these Schedules or any other part of the Agreement.

SCHEDULES

Schedule 1.1-A	Business Activities
Schedule 1.1-B	Business Employees
Schedule 1.1-D	Central or Shared Functions
Schedule 1.1-E	Seller Required Regulatory Approvals
Schedule 1.1-F	Seller's Knowledge
Schedule 1.1-G	Material Adverse Effect Events or Conditions
Schedule 2.1(a)	Real Property
Schedule 2.1(d)	Tangible Personal Property
Schedule 2.1(n)	Other Assets
Schedule 2.2(l)	Retained Agreements
Schedule 3.1(a)	Capital Expenditures Budget
Schedule 3.1(b)	Reference Balance Sheet
Schedule 3.1(c)	Reference Working Capital
Schedule 5.3	Seller's Consents and Approvals
Schedule 5.5(a)-1	Selected Balance Sheet Information (Electric Business)
Schedule 5.5(a)-2	Selected Balance Sheet Information (Gas Business)
Schedule 5.5(b)-1	Division Income Statement Information (Electric Business)
Schedule 5.5(b)-2	Division Income Statement Information (Gas Business)
Schedule 5.6	Material Adverse Effect
Schedule 5.7	Transactions Outside the Ordinary Course of Business
Schedule 5.8	Title
Schedule 5.9	Real Property Leases
Schedule 5.10(a)-1	Sufficiency of Environmental Permits
Schedule 5.10(a)-2	Environmental Permits
Schedule 5.10(b)	Environmental Notices
Schedule 5.10(c)	Hazardous Material Releases
Schedule 5.11	Labor Matters
Schedule 5.12(a)	Employee Benefit Plans
Schedule 5.12(d)	Administrator or Fiduciary Non-Compliance
Schedule 5.12(g)	Retiree Health and Welfare Benefits
Schedule 5.13(a)	Certain Contracts and Arrangements
Schedule 5.13(b)	Franchises
Schedule 5.14	Legal Proceedings and Orders
Schedule 5.21	Related-Party Agreements
Schedule 5.22	Financial Hedges
Schedule 5.22(a)	Financial Hedges (Pre-Closing)
Schedule 8.1	Conduct of Business
Schedule 8.5(d)	Shared Agreements
Schedule 8.8(d)(ii)(D)	Covered Individuals
Schedule 8.8(d)(ii)-A	Other Plan Participants

Schedule 1.1-A
Business Activities

1. Service Guard (appliance repair business) in Colorado.
2. Utility-related administrative and technical services, such as:
 - a. meter reading (e.g., municipal water/electric/gas meters);
 - b. design, build, O&M and other services for customer fuel lines, electric lines, substations, transformers, and distribution systems;
 - c. administrative services for customers (e.g., back-office services);
 - d. service farm tap customers;
 - e. manage municipal utility and street lighting systems;
 - f. cathodic/leak survey services; and
 - g. demand and energy use audit and information services.

Schedule 1.1-B
Business Employees

REDACTED IN FULL

Schedule 1.1-D
Central or Shared Functions

The Central or Shared Functions consist of the following business functions:

1. **Executive Management** – Handles all executive management functions, including strategic decision making, management evaluation and oversight, and corporate communications services.
2. **Customer Care/Billing/Collections/Remittance** – Handles customer inquiries, billing services, collections and delinquent accounts, and customer payments.
3. **Information Technology Services** – Provides all information technology planning, services, and support.
4. **Insurance** – Identifies and analyzes risks associated with Seller's businesses and develops solutions to mitigate those risks (including by procuring insurance).
5. **Tax Services** – Manages all activities related to Taxes.
6. **Environmental Services** – Handles all environmental matters, including management of risks related to the Environment, compliance with Environmental Laws, handling of Environmental Claims, management of Environmental Permits, and responses to Releases or threatened Releases.
7. **Legal** – Handles directly or manages outside counsel's handling of all legal matters.
8. **Legislative Regulatory Services** – Provides legislative and regulatory services, including regulatory accounting, regulatory analytical support, regulatory filings, regulatory compliance, legislative planning, and legislative monitoring.
9. **Human Resources** – Handles and manages all employee and employee benefits matters, compensation, succession planning and employee development, compliance with equal opportunity and safety rules, and relationships with unions.
10. **Credit** – Provides credit risk management analysis and manages collateral and security issues.
11. **Corporate Records** – Develops and manages records management policies, standards, and procedures and maintains records depository.
12. **Finance and Accounting** – Manages all finance and accounting activities, including financial planning and business analysis, annual budgeting, rate case analysis and support, SEC reporting, general and property ledger accounting, and Sarbanes-Oxley compliance.
13. **Treasury** – Manages all treasury functions, including cash account management, controlled disbursements, and wire and automated clearing house funding.
14. **Facilities** – Assists with the acquisition and divestiture of property, maintains real estate records, and manages lease obligations and records.

15. **Contract Management and Procurement** – Provides procurement support, including the negotiation of services agreements and assessing risk profiles of potential suppliers and service providers.
16. **Gas Supply Services** – Procures natural gas commodity supplies and pipeline transportation capacity, develops and implements hedging strategies, and conducts gas supply planning.
17. **Energy Resources** – Manages regulated generation assets and power supply needs, including power supply, transmission supply, resource planning, market monitoring, fuel procurement, load forecasting, power supply engineering, and hedging planning and implementation.
18. **Transmission** – Manages transmission function for Seller's electric utilities, including transmission marketing, Regional Transmission Organization issues, transmission planning, transmission operations and management, and FERC compliance.
19. **Miscellaneous Corporate Services** –
 - a. Line safety (e.g., fire alarm maintenance and testing, sprinkler system maintenance and testing, egress systems, emergency power and lighting, and vertical transportation systems);
 - b. Furniture systems (e.g., furniture changes, furniture layout and design, and space planning and use);
 - c. Building maintenance (e.g., janitorial and trash removal, mechanical system prevention and repair, plumbing system prevention and repair, electrical system prevention and repair, lighting system maintenance and repair, interior maintenance, exterior walks and drives, window cleaning, metals maintenance, plant care, and pest control);
 - d. Business services (e.g., office supplies, mail delivery/processing, shipping/receiving, cafeteria services, document center services, switch board services, conference room setups, audio/visual setups, and breakroom services);
 - e. Real estate services (e.g., real estate/lease disposal and acquisition, and lease/sub-lease management);
 - f. Special projects (as required to support Seller); and
 - g. Travel services.

Schedule 1.1-E
Seller Required Regulatory Approvals

1. Buyer and Seller must file a joint application with the PUC for the purpose of obtaining approval for Seller to (a) transfer to Electric Opco the Electric Business and the Electric Business Purchased Assets, (b) transfer to Gas Opco the Gas Business and the Gas Business Purchased Assets, (c) transfer to Electric Opco the certificates of public convenience and necessity, and similar authority previously accorded to Seller, related to the Electric Business, (d) transfer to Gas Opco the certificates of public convenience and necessity, and similar authority previously accorded to Seller, related to the Gas Business, (e) transfer to Electric Opco and Gas Opco the electric and gas franchises granted to Seller (including its predecessors) by the Colorado municipalities in which it serves, (f) transfer to Buyer the Seller's Company Interests, and (g) cease to provide electric and natural gas service in Colorado.
2. Buyer and Seller must file a joint application with the FERC under Section 203 of the Federal Power Act for the purpose of obtaining approval for (a) the transfer to Electric Opco of the Electric Business Purchased Assets subject to FERC's jurisdiction, and (b) the transfer to Buyer of the Electric Business Purchased Assets subject to FERC's jurisdiction.
3. Seller must file an application with the FERC under Section 205 of the Federal Power Act for the purpose of obtaining approval to split the Seller's FERC market-based rate power sales tariff into two separate tariffs applicable to Seller's Colorado and Missouri operations, respectively.
4. Buyer may be required to file an application with the Missouri Public Service Commission for the purpose of obtaining approval for Seller to transfer to Buyer the Purchased Assets, to the extent any of the Purchased Assets are "necessary or useful" for the Missouri utility operations of Seller.
5. With respect to the "standstill" obligations imposed on Seller by the Kansas Corporation Commission in Docket No. UTCG-701-GIG, Seller must file an application with the KCC for the purpose of obtaining the approval to, or a waiver of the applicable "standstill" restrictions in order to, transfer to (a) Electric Opco the Electric Business and the Electric Business Purchased Assets, (b) Gas Opco the Gas Business and the Gas Business Purchased Assets, and (c) Buyer the Company Interests.

The applications described above will be limited to matters that are required by Law for the Buyer and Seller to complete the Closing pursuant to the Agreement and other matters reasonably related thereto.

Schedule 1.1-F
Seller's Knowledge

1. Richard Green, Chairman, President and Chief Executive Officer
2. Keith Stamm, Senior Vice President and Chief Operating Officer
3. Jon Empson, Senior Vice President, Regulated Operations
4. Beth Armstrong, Vice President and Chief Accounting Officer
5. Christopher Reitz, Senior Vice President, General Counsel and Secretary
6. Leo Morton, Senior Vice President and Chief Administrative Officer
7. Mike Cole, Vice President, Finance and Treasurer
8. Gary Stone, Operating Vice President, Colorado Electric Operations
9. Chuck Loomis, Vice President, Kansas and Colorado Gas Operations
10. Steve Jurek, Vice President, Regulatory Services
11. Denny Williams, Vice President, Regulatory Services
12. Trent Cozad, Vice President, Gas Supply Services
13. Block Andrews, Director, Environmental (solely for the representations in Section 5.10)
14. Jeff Stamm, Vice President, Tax (solely for the representations in Section 5.18)
15. Phil Beyer, Director, Benefits (solely for the representations in Sections 5.11 and 5.12)
16. Jerl Banning, Director, Compensation (solely for the representations in Sections 5.11 and 5.12)
17. Darryl Uffelmann, Director, Labor Relations and Chief Compliance Officer (solely for the representations in Sections 5.11 and 5.12)
18. Chris Anderson, Senior Manager, Facilities (solely for the representations in Sections 5.8 and 5.9)
19. Tom Fleener, Vice President, Corporate Development
20. Brad Bacon, Assistant General Counsel and Assistant Secretary

Schedule 1.1-G
Material Adverse Effect Events and Conditions

REDACTED IN FULL

CONFIDENTIAL

Schedule 2.1(a)
Real Property

Owned Real Property

This Schedule is not intended to provide legal descriptions of the real property and real property interests owned by Seller as part of the Businesses. This Schedule was prepared based upon Seller's Knowledge and, accordingly, there may be other Real Property not described on this Schedule and Real Property listed on this Schedule that is no longer owned by Seller.

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u>	<u>Location</u>
CO	Crowley	Ordway	1633	Sub	S31,T98N,R05W - Lot 18 in SE 1/4 of NW 1/4
CO	Custer	Silver City	1627	Silver Cliff Skinner Sub#684	S33,T82N,R26W - Lot 2 blk 8 Wasson's Addition
CO	Fremont	Brewster	1602	Sub	S15,T85N,R28W - Lot 7 blk 12
CO	Fremont	Canon City	1610	Sub-North Canon	S22,T85,R28
CO	Fremont	Canon City	1002	Service Center	S21,T85,R25
CO	Fremont	Canon City	1651	Sub-Canon West	S33T82N,R26W- Lot 7 Blk 19
CO	Fremont	Canon City	2207	Vacant Land	S36,T82N,R26W
CO	Fremont	Canon City	1010	WN Clark Generating Station#1955	S31,T84,R27 - Lot 8 Blk 41 Original Town
CO	Fremont	Canon City	1605	Vacant Land	S31,T84,R27 - Lot 4 Blk 29
CO	Fremont	Canon City	1628	Sub-South Canon	S31,T84,R27 - Lot 19 Blk 54
CO	Fremont	Florence	1626	Sub-Skala Federal Prison	S31,T84N,R27W
CO	Fremont	Florence	1607	Sub	S31,T84R27
CO	Fremont	Penrose	1611	Sub	S20,T85N,R27W - Lot 2 Blk5
CO	Fremont	Portland	1612	Sub	S19,T85,T27
CO	Fremont	Victor	1620	Sub	S12,T86N,R31W - Lot 5 Blk 13
CO	Otero	Cheraw	1635	Sub-Regulator Station	S30,T84N,R33W- Lot 14 Blk 6
CO	Otero	Fowler	1630	Sub	SXX,TXXX,RXXX - Lot 16 Blk 3
CO	Otero	Fowler	2235	Sub	S12,T96N,R37W - Lot 9&10 Blk3
CO	Otero	Fowler	2236	Tap Switching Station	S06,T96,R36 - Lot 1 Blk 6 Chicago, Milwaukee & St Paul Railway Add
CO	Otero	Fowler	1631	Switching Station #2 Fowler	S06,T96,R36 - Lot 1 Blk 6 Chicago, St .Paul & Milwaukee Railway Ad
CO	Otero	La Junta	1632	Sub	SXX,TXXX,RXXX - Lot 5 Blk 34 Rices Add
CO	Otero	Manzanola	1609	Sub	S34,T89N,R02E - Lot 1 Aquila Place
CO	Otero	Rocky Ford	2233	Deep Well	S10,T99N,R34W - Lot 4 Blk 44 Original plat of Estherville
CO	Otero	Rocky Ford	2234	Steam Plant	S15,T67,R42 - NE corner of Lot 1
CO	Otero	Rocky Ford	1015	Generation-Diesel #1-5	S27,T42,R69- Part of Lot 4
CO	Pueblo	Bessemer	1600	Sub-City Park	S04,T42,R70 - Lot 3
CO	Pueblo	Fountain	1642	Sub-Fountain Valley Pump	S11,T83N,R32W - Lot 7 Blk 23
CO	Pueblo	La Junta	1639	Sub-	S02,T88N,R26W - Lot 14 Blk 97 Dubuque & Pacific Railroad Add
CO	Pueblo	Pueblo	1640	Sub-Overton Road	S35,T80N,R19W - Lot Q Blk G

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u>	<u>Location</u>
CO	Pueblo	Pueblo	1641	Sub-Blende	S33,T80,R19 - Lot F
CO	Pueblo	Pueblo	1643	Sub-Reader	S34,T80N,R19W - E 125' Lots 3&4 Blk 10 Black & Ritters Sub
CO	Pueblo	Pueblo	1645	Sub-Stonemoor Hills	S12,T72N,R43W - Blk 93 Gordon Addition
CO	Pueblo	Pueblo	1646	Sub-Sunset Park	S12,T72N,R43W - Lot 10 Blk 62 Original Townsite
CO	Pueblo	Pueblo	1637	Sub-Huefano	S13,T72N,R43W - Lot 9 Blk17 Original Townsite
CO	Pueblo	Pueblo	1638	St. Charles Substation	S08,T74N,R43W - Lot 11 Blk 6 Bayliss 1st Add
CO	Pueblo	Pueblo	1601	Sub-Pueblo Mtn. View	S12,T74N,R44W
CO	Pueblo	Pueblo	1004	Parking Lot	S11,T74,R44 - Lot 1 Blk 1 First Foundation Sub
CO	Pueblo	Pueblo	1005	Service Center-Warehouse	SXX,TXXX,RXXX - S1/2 of Lot3, Lots 4-7&Part of Lot 8&11
CO	Pueblo	Pueblo	1613	Sub-Belmont Tap	SXX,TXXX,RXXX - Lots 1-7 & N 60' Lot 8 Blk 19 Beer's Sub
CO	Pueblo	Pueblo	1616	Sub-Freemary	S12,T74,R44
CO	Pueblo	Pueblo	1648	Sub-Eastwood	S18,T74N,R43W
CO	Pueblo	Pueblo	1649	Sub-Red Creek	S18,T74N, R43W
CO	Pueblo	Pueblo	1650	Sub-Pueblo Power Business Dist	S14,T96N,R28W - Lot 3 Blk 2 Hediens First Add
CO	Pueblo	Pueblo	2181	Sub-Pueblo State Hosp	S14,T86N,R28W - Lot 8 Blk 2 Original Town
CO	Pueblo	Pueblo	2182	Sub-Pueblo Prairie View	S12,T86N,R30W - Lot 1 Blk7 Original Town Gowrie
CO	Pueblo	Pueblo	1653	Sub-West Park Land Only	S13,T86N,R29W - Lot 18 Blk 8 Town of Harcourt
CO	Pueblo	Pueblo	1655	Sub-East Pueblo	S12,T87N,R28W - Lot 12 Blk 6 Smiths 2nd Add
CO	Pueblo	Pueblo	1656	Pole Yard-Outside Storage	S12,T87N,R28W - Lot 3 Blk 15 Original Town Lehigh
CO	Pueblo	Pueblo	1686	Sub-Bessemer	S02,T99,R23 - Lot 14
CO	Pueblo	Pueblo	2002	Sub-Old Hyde Park	SXX,TXXX,RXXX - Lots 60,62,64,66&68 on New Hampshire St.
CO	Pueblo	Pueblo	2270	Mountain Bell Sub#414	S31,T12S,R20E - Part of Lots 1,5,9,11 on Pennsylvania ST
CO	Pueblo	Pueblo	1617	Sub-North Pueblo	S18,T24S,R32W
CO	Pueblo	Pueblo	1636	Sub-Boone	S18,T24S,R32W - Lot 1 Blk 43 Stevens 3rd Add.
CO	Pueblo	Pueblo	1644	Sub-Hyde Park	S18,T24S,R32W - Lot 13 Blk 79 Town of Garden City
CO	Pueblo	Pueblo	1654	Sub-Pueblo Park Hill Land	S24,T21S,R57W
CO	Pueblo	Pueblo	2003	Peak Generation-Airport Diesel S	S09,T22S,R72W
CO	Pueblo	Pueblo	2006	Lime Rd Tract 1 (Future Gas Turbine)	S18,T19S,R69W
CO	Pueblo	Pueblo	2007	Lime Rd Track 2 (Future Gas Turbine)	S21,T18SR70W

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name</u> ⁽¹⁾	<u>Location</u>
CO	Pueblo	Pueblo	1006	Generating Plant #1949	S26,T18S,R70W - Lot 5 Dozier Park
CO	Pueblo	Pueblo	1647	Sub-Baculite Mesa	S10,T18S,R71W - S03,T18S,R71W
CO	Pueblo	Pueblo	2232	Sub-Crestview Hills	S21,T21,R70
CO	Pueblo	Pueblo	2237	Sub-Runyon Field	S32,T18S,R70W
CO	Pueblo	Pueblo West	1618	Sub-Desert Cove	S32,T18S,R70W - S31,T18S,R70W & Lot 8 Blk 2
CO	Teller	Cripple Creek	1621	Sub	S04,T19S,R70W
CO	Teller	Cripple Creek	2247	Old Switching Station	S27,T19S,R69W
CO	Teller	Victor	2238	Office	S21,T19S,R69W - Lots A&B; Lots 10-12;Blk K all in Railroad Sub
CO	Teller	Victor	2239	New Sub	S05,T19S,R68W - Tract 21 Beaver Park Plat #4
CO	Teller	Victor	2240	Bull Hill Substation	S20,T19S,R68W
CO	Teller	Victor	2241	Badger Sub	S23,T18S,R70W
CO	Teller	Victor	1629	Pole Storage #1	S01,T23S,R56W
CO	Douglas	Castle Rock	1012	Fueling Station	S27,T07S,R07W - Lot G1- 5 Final plat of Meadows Parkway
CO	Douglas	Castle Rock	1003	Service Center	S10,T08S,R67W - Lot 2 Blk 4 Citadel Station 2nd Amendment
CO	El Paso	Castle Rock	2184	Lateral Line	S02,TT08S,R67W
CO	El Paso	Castle Rock	1798	Service Center-Fountain	SXX,TXXX,RXXX - Lot 1 People's Natural Gas Subdivision
CO	El Paso	Fountain	2000	Dist Reg Station # 13A &13B	S05,T16S,R65W - Tract 4 Reeds 2nd Add
CO	Kit Carson	Burlington	1001	Service Center	S35,T08S,R44W

(1) "Sub" means substation.

Leased Real Property

See disclosures on Schedule 5.9.

Schedule 2.1(d)
Tangible Personal Property

[Seller to prepare this Schedule prior to July 1, 2007.]

Schedule 2.1(n)
Other Assets

None.

Schedule 2.2(l)
Retained Agreements

1. Letter Agreement dated August 5, 2005, between Aquila, Inc. d/b/a Aquila Networks-WPK and Aquila, Inc. d/b/a Aquila Networks-WPC, as amended and supplemented (facilitating the WAPA capacity swap arrangement).*
2. Energy Displacement Agreement (Contract No. 97-RMR-945) date June 10, 1997, between WestPlains Energy and United States Department of Energy Western Area Power Administration – Rocky Mountain Region, as amended by Amendment No. 1 dated January 12, 2004, between Aquila, Inc. d/b/a Aquila Networks-WPK, Aquila, Inc. d/b/a Aquila Networks-WPC, and United States Department of Energy Western Area Power Administration – Rocky Mountain Region, Exhibit A Revision No. 2 dated September 30, 2004 and the Western Area Power Administration General Power Contract Provisions.*

- * Unless closing of the sale of Seller's Kansas electric utility assets and operations has occurred before the Closing Date, this agreement will be retained to be assigned by Aquila, Inc. d/b/a Aquila Networks-WPK to the buyer of such assets.

[Buyer and Parent to complete this Schedule by July 1, 2007.]

Schedule 3.1(a)
Capital Expenditures Budget

REDACTED IN FULL

Schedule 3.1(b)
Reference Balance Sheet

[See attached.]

REDACTED IN FULL

CONFIDENTIAL

Schedule 3.1(c)
Reference Working Capital

Reference Working Capital*

 REDACTED

- * The Reference Working Capital set forth above is calculated based on the Reference Balance Sheet in Schedule 3.1(b) and the balance sheet detail attached thereto for the Gas Business and the Electric Business in Colorado, using the following accounts, adjusted to set the Unrecovered Purchased Gas Adjustment (Unrecovered PGA) and the Unrecovered Fuel Adjustment to zero, in each case:

- Accounts Receivable
- Inventory
- Prepaid Assets
- Pensions
- Deferred Charges
- Accounts Payable
- Accrued Liabilities
- Customer Deposits
- Deferred Credits

The Actual Working Capital will be calculated using the same methodology.

CONFIDENTIAL

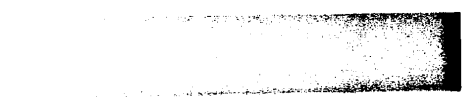
Schedule 5.3
Seller's Consents and Approvals

(a)

None.

(b)

REDACTED



REDACTED

REDACTED

(c)

None.

(d)

1. In addition to the Franchises listed in part (b) above, other Franchises, copies of which were not posted as of the date of the Agreement in the electronic dataroom established for the transactions contemplated by the Agreement, the Asset Purchase Agreement and the Merger Agreement, may require consent or notice in connection with assignments.
2. Federal Communications Commission radio station authorizations and other Permits may require consent or notice in connection with assignments.
3. Any required filings with the Pension Benefit Guaranty Corporation or the Internal Revenue Service as a result of the matters contemplated by Section 8.8 of the Agreement.

Schedule 5.5(a)-1
Selected Balance Sheet Information (Electric Business)

[See attached.]

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.5(a)-2
Selected Balance Sheet Information (Gas Business)

[See attached.]

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.5(b)-1
Division Income Statement Information (Electric Business)

[See attached.]

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.5(b)-2
Division Income Statement Information (Gas Business)

[See attached.]

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.6
Material Adverse Effect

REDACTED IN FULL

Schedule 5.7
Transactions Outside the Ordinary Course of Business

The items described below occurred in the ordinary course of business, yet are being disclosed by Seller for informational purposes:

1. Seller has been working with other utilities on initiatives regarding the regulatory impact of Statement of Financial Accounting Standards 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans," issued by the Financial Accounting Standard Bulletin 158 in September 2006.
2. Actions in connection with potential membership in a Regional Transmission Organization.
3. Efforts, together with Seller's electric personnel in Kansas, to complete the divestiture of Seller's electric utility assets and operations in Kansas.
4. Working with large volume customers (e.g., mining companies, casinos and government bases) to satisfy their expanded capacity requirements *via* transmission upgrades and/or distributed generation.
5. Actions concerning the Request for Proposals published by Seller in 2006 (responses to which are due in the first quarter of 2007), including decisions related to the future power supply needs of the Electric Business upon expiration of Seller's purchased power contract with the Public Service Company of Colorado in December 2011.
6. Actions in connection with the development and filing of the least cost plan (or, integrated resource plan) required to be filed by Seller with respect to the Electric Business by October 31, 2007.
7. Actions in connection with the procurement of renewable energy resources to comply with Amendment 37 and its usage requirements beginning in 2007.
8. Actions in connection with potential investments in intrastate, regulated pipelines designed to transport natural gas from the Rocky Mountain region to higher-growth customer areas, increase gas supply reliability, and enhance gas supply alternatives.

Schedule 5.8
Title

REDACTED IN FULL

Schedule 5.9
Real Property Leases

The information described in item 1 is intended only to provide a commercial summary of Seller's leased real property and real property interests with respect to the Business and the Purchased Assets.

1. The lease agreements summarized as of the date of the Agreement in sections G.9.b.3.b, G.9.b.4.a and G.9.c.1 of the electronic dataroom established for the transactions contemplated by the Agreement, the Asset Purchase Agreement, and the Merger Agreement. The information in sections G.9.b.3.b, G.9.b.4.a and G.9.c.1 of the electronic dataroom includes a summary of the leases described below.
2. Lease Agreement dated August 31, 1992, between Seller and Madelyn DeHoff (relating to leased microwave tower in Fowler).
3. Lease Agreement dated June 28, 1993, between Seller and the Department of Corrections of the State of Colorado (relating to leased substation in the Canon City prison complex).
4. Antenna Site Lease Agreement dated July 1, 1995 between Mountain Communications, Inc. and WestPlains Energy, a division of Seller, as amended by that certain Amendment to Antenna Site Lease Agreement dated October 12, 1998, as amended, modified or replaced by that certain Antenna Site Agreement dated May 3, 2001 between SBA Towers, Inc. (as successor to or assignee of Mountain Communications, Inc.) and assigned by SBA Towers, Inc. to AAT Communications Corp. per letter agreement dated April 16, 2003 (relating to leased Twin Mountain antenna site in Canon City).
5. Lease dated November 1, 1996, between Seller and the City of Pueblo (relating to lease to the City of Pueblo of a parking lot for use as public parking).

Schedule 5.10(a)-1
Sufficiency of Environmental Permits

None.

Schedule 5.10(a)-2
Environmental Permits

Material Environmental Permits include:

1. Hazardous materials registration numbers
2. Hazardous waste generator numbers, including:
 - a. EPA ID No. COR000013383 (Castle Rock)
 - b. EPA ID No. COR000010728 (Fountain)
 - c. EPA ID No. COT090010729 (Pueblo)
 - d. EPA ID No. COT090010737 (Canon Service Center)
 - e. EPA ID No. COT090010760 (W. N. Clark Station)
3. Clean Air Act Section 608 Certifications, including refrigerant recover certifications for facilities in Woodland Park, Limon, Monument, Castle Rock, Fountain, and Burlington
4. DOT hazardous materials registration (materials of trade)
5. United States Army Corp of Engineers wetland permits (to the extent necessary to construct pipelines through wetlands)
6. Above-ground storage tank registrations
7. Title V operating permits, including:
 - a. Pueblo Airport Industrial Park Station (#02OPPB249)
 - b. Pueblo Power Plant (#95OPPB025)
 - c. Rocky Ford (#010POT231)
 - d. W. N. Clark Station (#95OPPR076)
8. Air construction permits, including:
 - a. Pueblo Airport Industrial Park Station (#01PB0247)
 - b. W. N. Clark Station (#C-11,325; #11FR326; #11FR325)
9. Water discharge permits, including:
 - a. Pueblo Power Plant: Industrial General Minimal Discharge (MINDI) Permit (No. COG-600000, Facility No. COG-600379)
 - b. Pueblo Power Plant: General Permit, Stormwater Discharges Associated with Heavy Industry (Permit No. COR020000, Facility No. COR-020142)
 - c. W. N. Clark Station: Industrial General Minimal Discharge (MINDI) Permit (Permit No. COG-600000, Facility No. #COG-600386)
 - d. W. N. Clark Station: General Permit, Stormwater Discharges Associated with Heavy Industry (Permit No. COR-020000, Facility No. COR-020144)
 - e. Pueblo Service Center (#COG060040)
10. Regulated waste permits, including:
 - a. Rocky Ford (#COT090010752)
11. Sanitation waste permits, including:
 - a. Fremont (unnumbered permit dated February 23, 2005)

12. Radioactive related permits, including:
 - a. Rocky Ford License #9007-01 and AET-02-3

Schedule 5.10(b)
Environmental Notices

REDACTED IN FULL

Schedule 5.10(c)
Hazardous Material Releases

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.11
Labor Matters

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.12(a)
Employee Benefit Plans

1. Retirement Income Plan (qualified pension)
2. Retirement Investment Plan (qualified 401(k) / profit sharing)
3. 2002 Omnibus Incentive Compensation Plan and award grants thereunder (including 2004 Stock Option Awards and 2005 Restricted Stock Awards)
4. 1986 Stock Incentive Plan and award grants thereunder
5. 2006 Variable Compensation Plan (discretionary bonus)
6. Supplemental Executive Retirement Plan (non-qualified plan and trust)
7. Workforce Transition Program (severance plan for non-executives)
8. Employee Health Care Plan (medical and dental; includes retiree coverage)
9. Flexible Benefits Plan (section 125)
10. Welfare Benefit Wrap-Around Plan (Form 5500 wrap)
11. Executive Health Management Program
12. Vision Insurance Plan
13. Group Life and AD&D Insurance Plan
14. Accident Insurance Plan
15. Long-Term Disability Plan
16. Educational Assistance Plan
17. Employee Assistance Plan
18. Short-Term Disability Policy
19. Sick Leave Policy
20. Vacation Policy
21. Jury Duty Policy
22. Military Leave Policy
23. Funeral Leave Policy
24. Part-Time Off Policy
25. Inclement Weather Policy
26. Holiday Schedule
27. Adoption Assistance
28. Long-Term Care Insurance Plan
29. Group Auto-Homeowners Insurance Plan
30. Financial Planning
31. Principal Mutual Insured Survivor Benefit (supplemental life plan)
32. Severance compensation agreements of certain Business Employees, including the severance compensation agreements listed on Schedule 5.11.

Schedule 5.12(d)
Administrator or Fiduciary Non-Compliance

Seller expects the Department of Labor to conduct a routine audit of Seller's Retirement Income Plan (qualified plan) and Retirement Investment Plan (qualified 401(k) / profit sharing), beginning in March 2007.

Schedule 5.12(g)
Retiree Health and Welfare Benefits

This Schedule contains a summary of the terms presently applied by Seller with regard to the Post-Retirement Welfare Benefits. Coverage and eligibility for Seller's retiree medical plan may vary by business unit, bargaining agreement and date of retirement. The summary below applies to all non-union employees and roughly 90% of the union employees who retire after December 31, 2004. Please refer to Schedule 8.8(d)(ii)(D) for additional information about retirees currently covered and their group coverage, including those who retired prior to January 1, 2005.

Retiree Life Insurance

Employees are eligible for \$5,000 worth of retiree life insurance. Under this program, life insurance benefits are provided at no cost to employees. Employees may receive this protection even if they choose not to elect retiree medical coverage.

Retiree Medical Plan

The retiree medical plan includes medical and dental coverage, and is available to employees who retire from Seller on or after age 55 with five or more years of service. With certain exceptions,* if employees do not elect to begin their pension benefit upon their termination from employment with Seller, they will not be eligible for retiree health and life insurance at a later date when they do start receiving their pension. Employees must contact the pension administrator within 31 days of their termination date.

- * Participants who terminate due to disability may be able to elect coverage at a later date such as when they receive their Social Security disability determination letter. Participants who are under Seller's Workforce Transition Plan and eligible for the retiree medical plan may elect retiree medical coverage during or at the end of their severance period if they begin receiving their pension benefit.

Retiree Medical Plan Options

Employees may choose from two retiree medical options. Once they have made their election, they may not change their retiree medical plan option in the future. These options cover the same services as the options available to full-time Seller associates, including prescription drugs. The dental coverage is identical to the Delta Dental Premier Preventive Dental Plan for active employees. Under the retiree medical plan, coverage under Seller's Employee Assistance Plan will continue.

Seller's retiree medical plan is secondary coverage to Medicare beneficiaries. Seller's vision plan coverage through VSP is not available to retirees. An annual eye exam is available to retirees as part of the routine medical plan physical examination benefits. No coverage is available for eyeglasses or contact lenses under the retiree medical plan.

If employees currently have and wish to continue Basic Plus or Comprehensive Vision Coverage through VSP, they may do so for up to 18 months under COBRA.

In addition to the opportunity to enroll in Seller's retiree medical plan, employees may continue active employee health care coverage through COBRA.

Retiree Medical Premium Reduction Credit

An employee's retiree medical premium reduction credit is equal to \$1,500 times the number of years of credited service they have with Seller. All years in which they were credited with at least 1,000 paid hours will be included in this calculation. Employees may choose to use their premium reduction credit to pay 100%, 75% or 50% of the cost of their Seller retiree medical plan premiums.

Retiree Medical Plan for Post-65 Participants: Coordination with Medicare

If employees are retired employee or a covered dependent and become eligible for Medicare, they may choose to:

- Continue coverage under the retiree medical plan and enroll in Medicare Part A and B.
- Continue medical coverage coordinated with Medicare A and B but drop prescription drug coverage under the retiree medical plan and enroll in a Medicare prescription drug plan.
- Have Medicare as their only source of coverage and decline or drop coverage under Seller's retiree medical plan.

Schedule 5.13(a)
Certain Contracts and Arrangements

None.

Schedule 5.13(b)
Franchises

<u>City</u>	<u>Electric / Gas</u>	<u>Expiration Date</u>
Genoa	Gas	10/17/2006 (under negotiation)
Hugo	Gas	11/03/2006 (under negotiation)
Limon	Gas	11/06/2006 (under negotiation)
Cheyenne Wells	Gas	07/13/2010
Castle Rock	Gas	12/21/2011
Green Mountain Falls	Gas	12/05/2015
Elizabeth	Gas	12/15/2016
Kiowa	Gas	01/12/2019
Fountain	Gas	05/10/2020
Arriba	Gas	06/12/2020
Flagler	Gas	08/14/2020
Seibert	Gas	09/12/2020
Woodland Park	Gas	03/15/2021
Vona	Gas	09/04/2021
Bethune	Gas	10/10/2021
Stratton	Gas	10/11/2021
Palmer Lake	Gas	03/14/2022
Burlington	Gas	05/30/2022
Monument	Gas	09/03/2022
Boone	Electric	05/06/2007
Pueblo	Electric	08/12/2010
Rocky Ford	Electric	04/15/2011
Silver Cliff	Electric	09/10/2011
Manzanola	Electric	12/05/2011
Swink	Electric	12/05/2011
Westcliffe	Electric	02/04/2012
Cheraw	Electric	07/25/2012
Coal Creek	Electric	05/01/2013
Crowley	Electric	11/07/2013
Olney Springs	Electric	11/10/2013
Fowler	Electric	01/01/2014
Victor	Electric	07/16/2015
Cripple Creek	Electric	12/31/2016
Florence	Electric	07/21/2017
Canon City	Electric	11/02/2017
Ordway	Electric	04/15/2022
Sugar City	Electric	04/22/2022
Rockvale	Electric	12/14/2030

Schedule 5.14
Legal Proceedings and Orders

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.21
Related-Party Agreements

1. Letter Agreement dated August 5, 2005, between Aquila, Inc. d/b/a Aquila Networks-WPK and Aquila, Inc. d/b/a Aquila Networks-WPC, as amended and supplemented (facilitating the WAPA capacity swap arrangement).*
2. Energy Displacement Agreement (Contract No. 97-RMR-945) dated June 10, 1997, between WestPlains Energy and United States Department of Energy Western Area Power Administration – Rocky Mountain Region, as amended by Amendment No. 1 dated January 12, 2004, between Aquila, Inc. d/b/a Aquila Networks-WPK, Aquila, Inc. d/b/a Aquila Networks-WPC, and United States Department of Energy Western Area Power Administration – Rocky Mountain Region, Exhibit A Revision No. 2 dated September 30, 2004 and the the Western Area Power Administration General Power Contract Provisions.*
3. Letter Agreement dated August 5, 2005, between Aquila, Inc. d/b/a Aquila Networks-MPS and Aquila, Inc. d/b/a Aquila Networks-WPC, as amended and supplemented (facilitating the WAPA capacity swap arrangement).
4. Letter Agreement dated April 1, 2003, between Aquila, Inc. d/b/a Aquila Networks-MPS and Aquila, Inc. d/b/a Aquila Networks-WPC, as amended and supplemented, to the extent not superseded by the agreement referenced in item 3 above (facilitating the WAPA capacity swap arrangement).

* This agreement will be assigned by Aquila, Inc. d/b/a Aquila Networks-WPK to the buyer of Seller's Kansas electric utility assets and operations.

Schedule 5.22
Financial Hedges

Seller has not, as of the date of the Agreement, entered into any Financial Hedges for the Business other than Financial Hedges for the 2006-2007 winter season. Between the date of the Agreement and the Closing Date, Seller will to enter into Financial Hedges in the ordinary course of business and consistent with past hedging practices, subject to adjustments required or otherwise recommended by the Staff of the CPUC.

Schedule 5.22(a)
Financial Hedges (Pre-Closing)

[Seller to provide this Schedule 15 days prior to the Closing Date.]

Schedule 8.1
Conduct of Business

1. Seller may sever employees whose positions are eliminated as part of its on-going cost-reduction initiative, and pay severance or termination payments and benefits to such employees in accordance with Seller's Workforce Transition Program and, if applicable, the practice described in Section 7.10(a) of the Company Disclosure Letter (as defined in the Merger Agreement), consistent with past practice.
2. Seller may establish and carry out the employee retention plan approved by Seller's Board of Directors in connection with the Merger and the transactions contemplated by the Agreement, as described in item 2 of Section 6.1(f) of the Company Disclosure Letter (as defined in the Merger Agreement).
3. Seller may enter into settlement agreements with respect to those matters denoted with an asterisk in Section 6.1(n) of the Company Disclosure Letter (as defined in the Merger Agreement).
4. The Board of Directors of Seller may [REDACTED] [REDACTED] [REDACTED]
5. Seller may incur additional capital expenditures in connection with natural and other disasters to the extent reasonably necessary to restore normal utility services.

CONFIDENTIAL

Schedule 8.5(d)
Shared Agreements

[Parent and Buyer to complete by July 1, 2007.]

Schedule 8.8(d)(ii)(D)
Covered Individuals

REDACTED IN FULL

Schedule 8.8(d)(ii)-A
Other Plan Participants

REDACTED IN FULL

EXECUTION COPY

Partnership Interests Purchase Agreement

by and among

Aquila, Inc.,

Aquila Colorado, LLC,

Great Plains Energy Incorporated,

Black Hills Corporation,

and

Gregory Acquisition Corp.

BUYER DISCLOSURE SCHEDULES

Dated: February 6, 2007

BUYER DISCLOSURE SCHEDULES

The attached Schedules have been prepared and delivered in accordance with, and are incorporated into as part and parcel of, the Partnership Interests Purchase Agreement (the "Agreement"), dated February 6, 2007, by and among Aquila, Inc., a Delaware corporation ("Seller"), Aquila Colorado, LLC, a Delaware limited liability company ("Limited Partner"), Black Hills Corporation, a South Dakota corporation ("Buyer"), Great Plains Energy Incorporated, a Missouri corporation ("Parent"), and Gregory Acquisition Corp., a Delaware corporation ("Merger Sub"). Capitalized terms used but not defined in these Schedules have the meanings ascribed to them in the Agreement, unless the context otherwise requires.

Neither these Schedules nor any disclosure made in or by virtue of them constitutes or implies any representation, warranty, or covenant by Seller not expressly set out in the Agreement, and neither these Schedules nor any such disclosure has the effect of, or may be construed as, adding to, deleting from or revising the scope of any of the representations, warranties, or covenants of Seller in the Agreement.

Any item disclosed or listed on any particular Schedule is deemed to be disclosed or listed on any other Schedule to the extent it is reasonably apparent that such item relates or is applicable to, or is properly disclosed under, such other Schedule or the section of the Agreement to which such other Schedule corresponds.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules. The fact that any item of information is contained herein is not an admission of liability under any applicable Law, and does not mean that such information is required to be disclosed in or by the Agreement, or that such information is material. Such information will not be used as a basis for interpreting the terms "material," "materially," "materiality," "Material Adverse Effect," or any similar qualification in the Agreement.

The section headings and subheadings in these Schedules are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, these Schedules or any other part of the Agreement.

SCHEDULES

Schedule 1.1-C Buyer Required Regulatory Approvals
Schedule 6.3 Buyer's Consents and Approvals

Schedule 1.1-C
Buyer Required Regulatory Approvals

1. Buyer and Seller must file a joint application with the PUC for the purpose of obtaining approval for Buyer to (a) acquire from Seller and Limited Partner the Company Interests, and (b) provide electric and natural gas service in Colorado.
2. Buyer and Seller must file a joint application with the FERC under Section 203 of the Federal Power Act for the purpose of obtaining approval for Buyer to acquire from Seller and Limited Partner the Company Interests.
3. Buyer must file an application with FERC under Section 205 of the Federal Power Act for the purpose of (i) obtaining authority to make wholesale sales of electric capacity and energy at market-based rates or cost-based rates to serve Seller's former Colorado wholesale customers and other customers, and (ii) succeeding to Seller's open access transmission tariff or establishing a new open access transmission with respect to the FERC-jurisdictional transmission assets comprising part of the Purchased Assets.
4. Buyer may be required to file an application with the Missouri Public Service Commission for the purpose of obtaining approval for Seller and Limited Partner to transfer to Buyer the Company Interests, to the extent any of the Purchased Assets are "necessary or useful" for the Missouri utility operations of Seller.

The applications described above will be limited to matters that are required by Law for Buyer and Seller to complete the Closing pursuant to the Agreement and other matters reasonably related thereto.

Schedule 6.3
Buyer's Consents and Approvals

1. Credit Agreement, dated May 5, 2005, among Black Hills Corporation, as Borrower, the financial institutions party thereto, as Banks, ABN AMRO Bank N.V., as Administrative Agent and Co-Book Runner, Union Bank of California, N.A., as Co-Syndication Agent and Co-Book Runner, U.S. Bank, National Association, as Co-Syndication Agent, Bank of America, N.A., as Co-Documentation Agent, and Bank of Montreal dba Harris Nesbitt, as Co-Documentation Agent, as amended.
2. Amended and Restated Guaranty, dated as of May 24, 2006, from Black Hills Corporation in favor of Wygen Funding, Limited Partnership, entered into in connection with that certain Agreement for Lease and that certain Lease Agreement, each dated as of July 20, 2001, and each executed by Wygen Funding, Limited Partnership and Black Hills Wyoming, Inc. (f/k/a Black Hills Generation, Inc.), as amended.
3. Any required filings with the Pension Benefit Guaranty Corporation or the Internal Revenue Service as a result of the matters contemplated by Section 8.8 of the Agreement.
4. Federal Communication Commission radio station authorizations and other Permits may require consent or notice in connection with assignments.
5. Franchises may require consent or notice in connection with assignments.

EXECUTION COPY

**PARENT DISCLOSURE LETTER
TO THE
PARTNERSHIP INTERESTS PURCHASE AGREEMENT**

by and among

Aquila, Inc.,

Aquila Colorado, LLC,

Great Plains Energy Incorporated,

Black Hills Corporation,

and

Gregory Acquisition Corp.

Dated as of February 6, 2007.

This document and the attachments hereto (each of which is incorporated by reference herein) constitute the Parent Disclosure Letter (this "Disclosure Letter") referred to in the Partnership Interests Purchase Agreement, dated February 6, 2007, by and among Aquila, Inc., a Delaware corporation ("Seller"), Aquila Colorado, LLC, a Delaware limited liability company ("Limited Partner"), Black Hills Corporation, a South Dakota corporation ("Buyer"), Great Plains Energy Incorporated, a Missouri corporation ("Parent"), and Gregory Acquisition Corp., a Delaware corporation ("Merger Sub"). Capitalized terms used in this Disclosure Letter but not otherwise defined herein have the same meanings ascribed to them in the Agreement. This Disclosure Letter covers matters concerning Parent and its Subsidiaries.

The numbered sections and subsections referenced in this Disclosure Letter correspond to the numbered sections and subsections of the Agreement. The headings in this Disclosure Letter are for reference purposes only and are not a part of the responses to representations or warranties or a qualification of the representations and warranties of Parent set forth in the Agreement. Any matter disclosed in any section or subsection of this Disclosure Letter will be deemed to respond to the related section or subsection of the Agreement and any other section or subsection of the Agreement or this Disclosure Letter where the applicability of such disclosure to the section of the Agreement is reasonably apparent. Furthermore, certain matters set forth in this Disclosure Letter are included solely for informational purposes, and will not in any way be deemed to expand any of the information required to be disclosed in this Disclosure Letter or under the Agreement or to imply that other information with respect to similar matters must be disclosed.

The inclusion of any document or other item in this Disclosure Letter does not, and will not, constitute an admission by Parent that such document or other item is material or that a violation, right of termination, consent requirement, default, liability or contractual obligation of any kind exists with respect to such document or item. This Disclosure Letter is qualified in its entirety by reference to the specific provisions of the Agreement and the representations and warranties to which the disclosures herein pertain and is not intended to constitute, and will not be construed as constituting, any separate representation or warranty of Parent, except as and to the extent expressly provided in this Disclosure Letter or the Agreement.

The information contained herein is in all events subject to the terms of the Parent Confidentiality Agreement.

Section 7.2
Authority Relative to this Agreement

1. Parent's participation in the transactions contemplated by the Partnership Interest Purchase Agreement is conditioned on Parent receiving stockholder approval under the Merger Agreement, which is a necessary action by Parent to consummate the transaction contemplated by the Partnership Interest Purchase Agreement.
2. Pursuant to the terms of the Merger Agreement, Merger Sub will be merged into Seller, with Seller being the surviving corporation.

Section 7.3
Consents and Approvals; No Violations

(b)

1. Credit Agreement dated as of May 11, 2006, among Great Plains Energy Incorporated, Bank of America, N.A., as Administrative Agent, and the other lenders named therein. (Consummation of the Merger may violate Sections 6.11 and 6.12)
2. Credit Agreement dated as of May 11, 2006, among Kansas City Power & Light Company, Bank of America, N.A., as Administrative Agent, and the other lenders named therein. (Consummation of the Subsequent Merger may violate Sections 6.11 and 6.12)
3. General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between Kansas City Power & Light Company and United Missouri Bank of Kansas City, N.A., as Trustee, and indentures supplemental thereto. (Consummation of the Subsequent Merger may violate Article XIII)
4. Parent's Compensation and Benefit Plans. (Amendments to such Plans may be required to carry out Parent's obligations under Section 7.10 of the Merger Agreement)

This list does not include actions required to be taken by Seller, its Subsidiaries or Merger Sub in connection with the Merger or Subsequent Merger pursuant to indentures, contracts, agreements and other obligations entered into by Seller or its Subsidiaries before the Merger or Subsequent Merger.

(d)

1. Missouri Public Service Commission
2. Kansas Corporation Commission
3. Federal Communications Commission