UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2010**

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _______to_______

Commission File Number	Exact name of registrant as specified in charter, state of incorporation, address of principal executive offices and telephone number	I.R.S. Employer Identification Number
001-32206	**GREAT PLAINS ENERGY INCORPORATED** (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200 www.greatplainsenergy.com	43-1916803
000-51873	**KANSAS CITY POWER & LIGHT COMPANY** (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200 www.kcpl.com	44-0308720

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Great Plains Energy Incorporated Yes X No _ Kansas City Power & Light Company Yes X No _

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Great Plains Energy Incorporated Yes _ No _ Kansas City Power & Light Company Yes _ No _

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Great Plains Energy Incorporated	Large accelerated filer X	Accelerated filer _
	Non-accelerated filer _	Smaller reporting company _
Kansas City Power & Light Company	Large accelerated filer _	Accelerated filer _
	Non-accelerated filer X	Smaller reporting company _

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Great Plains Energy Incorporated Yes _ No X Kansas City Power & Light Company Yes _ No X

On April 30, 2010, Great Plains Energy Incorporated had 135,540,942 shares of common stock outstanding. On April 30, 2010, Kansas City Power & Light Company had one share of common stock outstanding and held by Great Plains Energy Incorporated.

Kansas City Power & Light Company meets the conditions set forth in General Instruction (H)(1)(a) and (b) of Form 10-Q and is therefore filing this Form 10-Q with the reduced disclosure format.

This combined Quarterly Report on Form 10-Q is being filed by Great Plains Energy Incorporated (Great Plains Energy) and Kansas City Power & Light Company (KCP&L). KCP&L is a wholly owned subsidiary of Great Plains Energy and represents a significant portion of its assets, liabilities, revenues, expenses and operations. Thus, all information contained in this report relates to, and is filed by, Great Plains Energy. Information that is specifically identified in this report as relating solely to Great Plains Energy, such as its financial statements and all information relating to Great Plains Energy's other operations, businesses and subsidiaries, including KCP&L Greater Missouri Operations Company (GMO), does not relate to, and is not filed by, KCP&L. KCP&L makes no representation as to that information. Neither Great Plains Energy nor its othe r subsidiaries have any obligation in respect of KCP&L's debt securities and holders of such securities should not consider Great Plains Energy's or its other subsidiaries' financial resources or results of operations in making a decision with respect to KCP&L's debt securities. Similarly, KCP&L has no obligation in respect of securities of Great Plains Energy or its other subsidiaries.

This report should be read in its entirety. No one section of the report deals with all aspects of the subject matter. It should be read in conjunction with the consolidated financial statements and related notes and with the management's discussion and analysis included in the 2009 Form 10-K for each of Great Plains Energy and KCP&L.

CAUTIONARY STATEMENTS REGARDING CERTAIN FORWARD-LOOKING INFORMATION

Statements made in this report that are not based on historical facts are forward-looking, may involve risks and uncertainties, and are intended to be as of the date when made. Forward-looking statements include, but are not limited to, the outcome of regulatory proceedings, cost estimates of the Comprehensive Energy Plan and other matters affecting future operations. In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, the registrants are providing a number of important factors that could cause actual results to differ materially from the provided forward-looking information. These important factors include: future economic conditions in regional, national and international markets and their effects on sales, prices and costs, including but not limited to possible further deterioration in economic conditions and the timing and extent of any economic recovery; prices and availability of electricity in regional and national wholesale markets; market perception of the energy industry, Great Plains Energy and KCP&L; changes in business strategy, operations or development plans; effects of current or proposed state and federal legislative and regulatory actions or developments, including, but not limited to, deregulation, re-regulation and restructuring of the electric utility industry; decisions of regulators regarding rates the companies can charge for electricity; adverse changes in applicable laws, regulations, rules, principles or practices governing tax, accounting and environmental matters including, but not limited to, air and water quality; financial market conditions and performance including, but not limited to, changes in interest rates and credit spreads and in availability and cost of capital and the effects on nuclear decommissioning trust and p ension plan assets and costs; impairments of long-lived assets or goodwill; credit ratings; inflation rates; effectiveness of risk management policies and procedures and the ability of counterparties to satisfy their contractual commitments; impact of terrorist acts; increased competition including, but not limited to, retail choice in the electric utility industry and the entry of new competitors; ability to carry out marketing and sales plans; weather conditions including, but not limited to, weather-related damage and their effects on sales, prices and costs; cost, availability, quality and deliverability of fuel; ability to achieve generation planning goals and the occurrence and duration of planned and unplanned generation outages; delays in the anticipated in-service dates and cost increases of additional generating capacity and environmental projects; nuclear operations; workforce risks, including, but not limited to, increased costs of retirement, healthcare and other benefits; the timing and amount of resulting synergy savings from the GMO acquisition; and other risks and uncertainties.

This list of factors is not all-inclusive because it is not possible to predict all factors. Part II Item 1A Risk Factors included in this report, together with the risk factors included in the 2009 Form 10-K for each of Great Plains Energy and KCP&L under Part I Item 1A, should be carefully read for further understanding of potential risks for each of Great Plains Energy and KCP&L. Other sections of this report and other periodic reports filed by each of Great Plains Energy and KCP&L with the Securities and Exchange Commission (SEC) should also be read for more information regarding risk factors. Each forward-looking statement speaks only as of the date of the particular statement. Great Plains Energy and KCP&L undertake no obligation to publicly update or revise any forward-loo king statement, whether as a result of new information, future events or otherwise.

GLOSSARY OF TERMS

The following is a glossary of frequently used abbreviations or acronyms that are found throughout this report.

Abbreviation or Acronym	Definition
AFUDC	Allowance for Funds Used During Construction
ARO	Asset Retirement Obligation
BART	Best available retrofit technology
Board	Great Plains Energy Board of Directors
CAIR	Clean Air Interstate Rule
CAMR	Clean Air Mercury Rule
Clean Air Act	Clean Air Act Amendments of 1990
CO_2	Carbon dioxide
Collaboration Agreement	Agreement among KCP&L, the Sierra Club and the Concerned Citizens of Platte County
Company	Great Plains Energy Incorporated and its subsidiaries
DOE	Department of Energy
ECA	Energy Cost Adjustment
EIRR	Environmental Improvement Revenue Refunding
EPA	Environmental Protection Agency
EPS	Earnings per common share
ERISA	Employee Retirement Income Security Act of 1974, as amended
FAC	Fuel Adjustment Clause
FASB	Financial Accounting Standards Board
FERC	The Federal Energy Regulatory Commission
FGIC	Financial Guaranty Insurance Company
FSS	Forward Starting Swaps
GAAP	Generally Accepted Accounting Principles
GMO	KCP&L Greater Missouri Operations Company, a wholly owned subsidiary of Great Plains Energy as of July 14, 2008
Great Plains Energy	Great Plains Energy Incorporated and its subsidiaries
ISO	Independent System Operator
KCC	The State Corporation Commission of the State of Kansas
KCP&L	Kansas City Power & Light Company, a wholly owned subsidiary of Great Plains Energy
KDHE	Kansas Department of Health and Environment
KLT Inc.	KLT Inc., a wholly owned subsidiary of Great Plains Energy
KW	Kilowatt
kWh	Kilowatt hour
MACT	Maximum achievable control technology
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations
MDNR	Missouri Department of Natural Resources
MGP	Manufactured gas plant
MISO	Midwest Independent Transmission System Operator, Inc.
MPS Merchant	MPS Merchant Services, Inc., a wholly owned subsidiary of GMO
MPSC	Public Service Commission of the State of Missouri
MW	Megawatt
MWh	Megawatt hour
NERC	North American Electric Reliability Corporation
NEIL	Nuclear Electric Insurance Limited

Abbreviation or Acronym	Definition
NO_x	Nitrogen oxide
NPNS	Normal purchases and normal sales
NRC	Nuclear Regulatory Commission
NYMEX	New York Mercantile Exchange
OCI	Other Comprehensive Income
PCB	Polychlorinated biphenyls
PPA	Pension Protection Act of 2006
PRB	Powder River Basin
QCA	Quarterly Cost Adjustment
Receivables Company	Kansas City Power & Light Receivables Company, a wholly owned subsidiary of KCP&L
RTO	Regional Transmission Organization
SCR	Selective catalytic reduction
SEC	Securities and Exchange Commission
SERP	Supplemental Executive Retirement Plan
Services	Great Plains Energy Services Incorporated, a wholly owned subsidiary of Great Plains Energy
SO_2	Sulfur dioxide
SPP	Southwest Power Pool, Inc.
Syncora	Syncora Guarantee Inc.
T - Lock	Treasury Lock
Union Pacific	Union Pacific Railroad Company
WCNOC	Wolf Creek Nuclear Operating Corporation
Westar	Westar Energy, Inc., a Kansas utility company
Wolf Creek	Wolf Creek Generating Station

PART I – FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

GREAT PLAINS ENERGY INCORPORATED
Consolidated Balance Sheets
(Unaudited)

	March 31 2010	December 31 2009
ASSETS	(millions, except share amounts)	
Current Assets		
Cash and cash equivalents	**$ 6.3**	$ 65.9
Funds on deposit	**5.0**	4.4
Receivables, net	**189.7**	230.5
Accounts receivable pledged as collateral	**95.0**	-
Fuel inventories, at average cost	**85.4**	85.0
Materials and supplies, at average cost	**127.8**	121.3
Deferred refueling outage costs	**16.6**	19.5
Refundable income taxes	**13.4**	13.5
Deferred income taxes	**39.8**	36.8
Assets held for sale (Note 4)	**18.8**	19.4
Derivative instruments	**1.2**	1.5
Prepaid expenses and other assets	**15.4**	14.7
Total	**614.4**	612.5
Utility Plant, at Original Cost		
Electric	**8,915.0**	8,849.0
Less-accumulated depreciation	**3,841.1**	3,774.5
Net utility plant in service	**5,073.9**	5,074.5
Construction work in progress	**1,576.7**	1,508.4
Nuclear fuel, net of amortization of $112.1 and $106.0	**73.4**	68.2
Total	**6,724.0**	6,651.1
Investments and Other Assets		
Affordable housing limited partnerships	**13.1**	13.2
Nuclear decommissioning trust fund	**117.8**	112.5
Regulatory assets	**841.6**	822.2
Goodwill	**169.0**	169.0
Derivative instruments	**9.9**	7.9
Other	**94.7**	94.4
Total	**1,246.1**	1,219.2
Total	**$ 8,584.5**	$ 8,482.8

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Consolidated Balance Sheets
(Unaudited)

	March 31 2010	December 31 2009
LIABILITIES AND CAPITALIZATION	(millions, except share amounts)	
Current Liabilities		
Notes payable	$ 309.5	$ 252.0
Collateralized note payable	95.0	-
Commercial paper	204.0	186.6
Current maturities of long-term debt	138.6	1.3
Accounts payable	210.8	315.0
Accrued taxes	50.4	27.9
Accrued interest	71.0	72.5
Accrued compensation and benefits	34.8	45.1
Pension and post-retirement liability	4.6	4.6
Derivative instruments	2.4	0.3
Other	52.1	53.0
Total	1,173.2	958.3
Deferred Credits and Other Liabilities		
Deferred income taxes	402.1	381.9
Deferred tax credits	144.2	140.5
Asset retirement obligations	134.7	132.6
Pension and post-retirement liability	448.5	440.4
Regulatory liabilities	242.3	237.8
Derivative instruments	5.7	0.5
Other	145.7	145.1
Total	1,523.2	1,478.8
Capitalization		
Great Plains Energy common shareholders' equity		
Common stock-250,000,000 shares authorized without par value 135,827,383 and 135,636,538 shares issued, stated value	2,316.3	2,313.7
Retained earnings	520.9	529.2
Treasury stock-305,989 and 213,423 shares, at cost	(7.1)	(5.5)
Accumulated other comprehensive loss	(48.2)	(44.9)
Total	2,781.9	2,792.5
Noncontrolling interest	1.2	1.2
Cumulative preferred stock $100 par value		
3.80% - 100,000 shares issued	10.0	10.0
4.50% - 100,000 shares issued	10.0	10.0
4.20% - 70,000 shares issued	7.0	7.0
4.35% - 120,000 shares issued	12.0	12.0
Total	39.0	39.0
Long-term debt (Note 10)	3,066.0	3,213.0
Total	5,888.1	6,045.7
Commitments and Contingencies (Note 11)		
Total	$ 8,584.5	$ 8,482.8

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Income
(Unaudited)

Three Months Ended March 31		2010		2009
Operating Revenues	(millions, except per share amounts)			
Electric revenues	**$**	**506.9**	$	419.2
Operating Expenses				
Fuel		**101.8**		87.6
Purchased power		**65.5**		57.2
Transmission of electricity by others		**5.6**		6.0
Utility operating and maintenance expenses		**151.2**		140.9
Depreciation and amortization		**82.2**		69.0
General taxes		**38.1**		34.7
Other		**0.5**		2.9
Total		**444.9**		398.3
Operating income		**62.0**		20.9
Non-operating income		**16.1**		12.8
Non-operating expenses		**(1.6)**		(0.9)
Interest charges		**(46.5)**		(37.3)
Income (loss) before income tax (expense) benefit and loss from equity investments		**30.0**		(4.5)
Income tax (expense) benefit		**(9.7)**		26.3
Loss from equity investments, net of income taxes		**-**		(0.1)
Net income		**20.3**		21.7
Preferred stock dividend requirements		**0.4**		0.4
Earnings available for common shareholders	**$**	**19.9**	$	21.3
Average number of basic common shares outstanding		**134.9**		119.2
Basic and diluted earnings per common share	**$**	**0.15**	$	0.18
Cash dividends per common share	**$**	**0.2075**	$	0.2075

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Cash Flows
(Unaudited)

Three Months Ended March 31	2010	2009
Cash Flows from Operating Activities	(millions)	
Net income	$ 20.3	$ 21.7
Adjustments to reconcile income to net cash from operating activities:		
Depreciation and amortization	82.2	69.0
Amortization of:		
Nuclear fuel	6.1	4.4
Other	(1.9)	(3.9)
Deferred income taxes, net	4.7	(23.2)
Investment tax credit amortization	(0.5)	(0.6)
Loss from equity investments, net of income taxes	-	0.1
Other operating activities (Note 2)	(119.7)	(64.0)
Net cash from operating activities	(8.8)	3.5
Cash Flows from Investing Activities		
Utility capital expenditures	(176.9)	(303.1)
Allowance for borrowed funds used during construction	(9.7)	(9.6)
Payment to Black Hills for asset sale working capital adjustment	-	(7.7)
Purchases of nuclear decommissioning trust investments	(65.8)	(12.8)
Proceeds from nuclear decommissioning trust investments	64.9	11.8
Other investing activities	(2.6)	2.6
Net cash from investing activities	(190.1)	(318.8)
Cash Flows from Financing Activities		
Issuance of common stock	1.6	52.6
Issuance of long-term debt	-	406.8
Issuance fees	-	(3.8)
Repayment of long-term debt	(1.1)	(1.3)
Net change in short-term borrowings	74.9	(90.0)
Net change in collateralized short-term borrowings	95.0	-
Dividends paid	(28.5)	(25.2)
Other financing activities	(2.6)	(1.6)
Net cash from financing activities	139.3	337.5
Net Change in Cash and Cash Equivalents	(59.6)	22.2
Cash and Cash Equivalents at Beginning of Year	65.9	61.1
Cash and Cash Equivalents at End of Period	$ 6.3	$ 83.3

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Common Shareholders' Equity and Noncontrolling Interest
(Unaudited)

Three Months Ended March 31	2010		2009	
	Shares	**Amount**	Shares	Amount
Common Stock		(millions, except share amounts)		
Beginning balance	**135,636,538**	**$ 2,313.7**	119,375,923	$ 2,118.4
Issuance of common stock	**92,634**	**1.7**	4,009,498	52.8
Issuance of restricted common stock	**98,211**	**1.8**	6,000	0.1
Equity compensation expense, net of forfeitures		**-**		0.8
Unearned Compensation				
Issuance of restricted common stock		**(1.8)**		(0.1)
Forfeiture of restricted common stock		**0.2**		0.8
Compensation expense recognized		**0.7**		1.0
Other		**-**		(0.9)
Ending balance	**135,827,383**	**2,316.3**	123,391,421	2,172.9
Retained Earnings				
Beginning balance		**529.2**		489.3
Net income		**20.3**		21.7
Dividends:				
Common stock		**(28.1)**		(24.8)
Preferred stock - at required rates		**(0.4)**		(0.4)
Performance shares		**(0.1)**		-
Ending balance		**520.9**		485.8
Treasury Stock				
Beginning balance	**(213,423)**	**(5.5)**	(120,677)	(3.6)
Treasury shares acquired	**(93,483)**	**(1.6)**	(116,526)	(2.6)
Treasury shares reissued	**917**	**-**	508	-
Ending balance	**(305,989)**	**(7.1)**	(236,695)	(6.2)
Accumulated Other Comprehensive Income (Loss)				
Beginning balance		**(44.9)**		(53.5)
Derivative hedging activity, net of tax		**(3.3)**		0.8
Ending balance		**(48.2)**		(52.7)
Total Great Plains Energy Common Shareholders' Equity		**$ 2,781.9**		$ 2,599.8
Noncontrolling Interest		**$ 1.2**		$ 1.0

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

GREAT PLAINS ENERGY INCORPORATED
Consolidated Statements of Comprehensive Income
(Unaudited)

Three Months Ended March 31		**2010**		2009
Net income	**$**	**20.3**	$	21.7
Other comprehensive income (loss)				
Gain (loss) on derivative hedging instruments		**(7.8)**		-
Income tax benefit (expense)		**3.1**		-
Net gain (loss) on derivative hedging instruments		**(4.7)**		-
Reclassification to expenses, net of tax		**1.4**		0.8
Derivative hedging activity, net of tax		**(3.3)**		0.8
Comprehensive income	**$**	**17.0**	$	22.5

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Balance Sheets
(Unaudited)

	March 31 2010	December 31 2009
ASSETS	(millions, except share amounts)	
Current Assets		
Cash and cash equivalents	**$ 2.3**	$ 17.4
Funds on deposit	**0.2**	0.1
Receivables, net	**115.4**	161.7
Accounts receivable pledged as collateral	**95.0**	-
Fuel inventories, at average cost	**47.4**	45.6
Materials and supplies, at average cost	**89.0**	84.8
Deferred refueling outage costs	**16.6**	19.5
Deferred income taxes	**3.5**	0.3
Derivative instruments	**-**	0.2
Prepaid expenses and other assets	**12.7**	11.0
Total	**382.1**	340.6
Utility Plant, at Original Cost		
Electric	**6,308.0**	6,258.5
Less-accumulated depreciation	**2,950.5**	2,899.0
Net utility plant in service	**3,357.5**	3,359.5
Construction work in progress	**1,194.1**	1,144.1
Nuclear fuel, net of amortization of $112.1 and $106.0	**73.4**	68.2
Total	**4,625.0**	4,571.8
Investments and Other Assets		
Nuclear decommissioning trust fund	**117.8**	112.5
Regulatory assets	**621.8**	612.1
Other	**59.8**	65.3
Total	**799.4**	789.9
Total	**$ 5,806.5**	$ 5,702.3

The disclosures regarding KCP&L included in the accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Balance Sheets
(Unaudited)

	March 31 2010	December 31 2009
LIABILITIES AND CAPITALIZATION	(millions, except share amounts)	
Current Liabilities		
Collateralized note payable	**$ 95.0**	$ -
Commercial paper	**204.0**	186.6
Current maturities of long-term debt	**0.2**	0.2
Accounts payable	**168.6**	237.9
Accrued taxes	**59.0**	23.7
Accrued interest	**38.8**	26.7
Accrued compensation and benefits	**34.8**	45.1
Pension and post-retirement liability	**3.2**	3.2
Other	**25.5**	26.1
Total	**629.1**	549.5
Deferred Credits and Other Liabilities		
Deferred income taxes	**561.6**	559.4
Deferred tax credits	**139.5**	135.7
Asset retirement obligations	**121.8**	119.8
Pension and post-retirement liability	**429.4**	421.2
Regulatory liabilities	**130.2**	126.9
Other	**83.0**	78.2
Total	**1,465.5**	1,441.2
Capitalization		
Common shareholder's equity		
Common stock-1,000 shares authorized without par value		
1 share issued, stated value	**1,563.1**	1,563.1
Retained earnings	**409.3**	410.1
Accumulated other comprehensive loss	**(40.4)**	(41.5)
Total	**1,932.0**	1,931.7
Long-term debt (Note 10)	**1,779.9**	1,779.9
Total	**3,711.9**	3,711.6
Commitments and Contingencies (Note 11)		
Total	**$ 5,806.5**	$ 5,702.3

The disclosures regarding KCP&L included in the accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Income
(Unaudited)

Three Months Ended March 31	2010	2009
Operating Revenues	(millions)	
Electric revenues	$ 335.6	$ 277.5
Operating Expenses		
Fuel	61.5	52.7
Purchased power	27.3	24.4
Transmission of electricty by others	2.9	2.9
Operating and maintenance expenses	108.7	100.8
Depreciation and amortization	63.5	51.6
General taxes	31.2	30.3
Other	-	(0.1)
Total	295.1	262.6
Operating income	40.5	14.9
Non-operating income	8.8	9.2
Non-operating expenses	(0.8)	(1.1)
Interest charges	(21.7)	(17.2)
Income before income tax (expense) benefit	26.8	5.8
Income tax (expense) benefit	(7.6)	2.6
Net income	$ 19.2	$ 8.4

The disclosures regarding KCP&L included in the accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Cash Flows
(Unaudited)

Three Months Ended March 31	2010	2009
Cash Flows from Operating Activities	(millions)	
Net income	$ 19.2	$ 8.4
Adjustments to reconcile income to net cash from operating activities:		
Depreciation and amortization	63.5	51.6
Amortization of:		
Nuclear fuel	6.1	4.4
Other	5.6	3.5
Deferred income taxes, net	(16.1)	(8.6)
Investment tax credit amortization	(0.4)	(0.4)
Other operating activities (Note 2)	(57.1)	(70.5)
Net cash from operating activities	20.8	(11.6)
Cash Flows from Investing Activities		
Utility capital expenditures	(131.2)	(232.4)
Allowance for borrowed funds used during construction	(7.8)	(7.8)
Purchases of nuclear decommissioning trust investments	(65.8)	(12.8)
Proceeds from nuclear decommissioning trust investments	64.9	11.8
Net money pool lending	6.0	-
Other investing activities	(2.1)	3.4
Net cash from investing activities	(136.0)	(237.8)
Cash Flows from Financing Activities		
Issuance of long-term debt	-	406.8
Issuance fees	-	(3.3)
Net change in short-term borrowings	17.4	(171.6)
Net change in collateralized short-term borrowings	95.0	-
Net money pool borrowings	7.7	-
Dividends paid to Great Plains Energy	(20.0)	(18.0)
Equity contribution from Great Plains Energy	-	40.0
Net cash from financing activities	100.1	253.9
Net Change in Cash and Cash Equivalents	(15.1)	4.5
Cash and Cash Equivalents at Beginning of Year	17.4	5.4
Cash and Cash Equivalents at End of Period	$ 2.3	$ 9.9

The disclosures regarding KCP&L included in the accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Common Shareholder's Equity
(Unaudited)

Three Months Ended March 31	**2010**		2009	
	Shares	**Amount**	Shares	Amount
Common Stock		(millions, except share amounts)		
Beginning balance	**1**	**$ 1,563.1**	1	$ 1,315.6
Equity contribution from Great Plains Energy		**-**		40.0
Ending balance	**1**	**1,563.1**	1	1,355.6
Retained Earnings				
Beginning balance		**410.1**		353.2
Net income		**19.2**		8.4
Dividends:				
Common stock held by Great Plains Energy		**(20.0)**		(18.0)
Ending balance		**409.3**		343.6
Accumulated Other Comprehensive Income (Loss)				
Beginning balance		**(41.5)**		(46.9)
Derivative hedging activity, net of tax		**1.1**		0.6
Ending balance		**(40.4)**		(46.3)
Total Common Shareholder's Equity		**$ 1,932.0**		$ 1,652.9

The disclosures regarding KCP&L included in the accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

KANSAS CITY POWER & LIGHT COMPANY
Consolidated Statements of Comprehensive Income
(Unaudited)

Three Months Ended March 31		**2010**		2009
Net income	**$**	**19.2**	$	8.4
Other comprehensive income (loss)				
Gain (loss) on derivative hedging instruments		**(0.4)**		-
Income tax benefit		**0.2**		-
Net gain (loss) on derivative hedging instruments		**(0.2)**		-
Reclassification to expenses, net of tax		**1.3**		0.6
Derivative hedging activity, net of tax		**1.1**		0.6
Comprehensive income	**$**	**20.3**	$	9.0

The disclosures regarding KCP&L included in the accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

Notes to Unaudited Consolidated Financial Statements

The notes to unaudited consolidated financial statements that follow are a combined presentation for Great Plains Energy Incorporated and Kansas City Power & Light Company, both registrants under this filing. The terms “Great Plains Energy,” “Company,” and “KCP&L” are used throughout this report. “Great Plains Energy” and the “Company” refer to Great Plains Energy Incorporated and its consolidated subsidiaries, unless otherwise indicated. “KCP&L” refers to Kansas City Power & Light Company and its consolidated subsidiaries. “Companies” refers to Great Plains Energy Incorporated and its consolidated subsidiaries and KCP&L and its consolidated subsidiaries.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization
Great Plains Energy, a Missouri corporation incorporated in 2001, is a public utility holding company and does not own or operate any significant assets other than the stock of its subsidiaries. Great Plains Energy’s wholly owned direct subsidiaries with operations or active subsidiaries are as follows:

- KCP&L is an integrated, regulated electric utility that provides electricity to customers primarily in the states of Missouri and Kansas. KCP&L has one active wholly owned subsidiary, Kansas City Power & Light Receivables Company (Receivables Company).

- KCP&L Greater Missouri Operations Company (GMO) is an integrated, regulated electric utility that primarily provides electricity to customers in the state of Missouri. GMO also provides regulated steam service to certain customers in the St. Joseph, Missouri area. GMO wholly owns MPS Merchant Services, Inc. (MPS Merchant), which has certain long-term natural gas contracts remaining from its former non-regulated trading operations.

- Great Plains Energy Services Incorporated (Services) obtains certain goods and third-party services for its affiliated companies.

- KLT Inc. is an intermediate holding company that primarily holds investments in affordable housing limited partnerships.

Great Plains Energy’s sole reportable business segment is electric utility. See Note 17 for additional information.

Basic and Diluted Earnings per Common Share Calculation
To determine basic EPS, preferred stock dividend requirements are deducted from net income before dividing by the average number of common shares outstanding. The effect of dilutive securities, calculated using the treasury stock method, assumes the issuance of common shares applicable to performance shares, restricted stock, stock options and Equity Units.

The following table reconciles Great Plains Energy’s basic and diluted EPS.

Three Months Ended March 31	**2010**	**2009**
Income	(millions, except per share amounts)	
Net income	$ 20.3	$ 21.7
Less: preferred stock dividend requirements	0.4	0.4
Earnings available for common shareholders	$ 19.9	$ 21.3
Common Shares Outstanding		
Average number of common shares outstanding	134.9	119.2
Add: effect of dilutive securities	1.7	0.1
Diluted average number of common shares outstanding	136.6	119.3
Basic and diluted EPS	$ 0.15	$ 0.18

The computation of diluted EPS for the three months ended March 31, 2010, excludes anti-dilutive shares consisting of 8,430 performance shares, 251,526 restricted stock shares and 218,846 stock options.

The computation of diluted EPS for the three months ended March 31, 2009, excludes anti-dilutive shares consisting of 296,055 performance shares, 433,644 restricted stock shares and 338,085 stock options.

Dividends Declared
In May 2010, Great Plains Energy’s Board of Directors (Board) declared a quarterly dividend of $0.2075 per share on Great Plains Energy’s common stock. The common dividend is payable June 21, 2010, to shareholders of record as of May 28, 2010. The Board also declared regular dividends on Great Plains Energy’s preferred stock, payable September 1, 2010, to shareholders of record as of August 11, 2010.

In May 2010, KCP&L’s Board of Directors declared a cash dividend payable to Great Plains Energy of $25 million payable on June 18, 2010.

2. SUPPLEMENTAL CASH FLOW INFORMATION

Great Plains Energy Other Operating Activities

Three Months Ended March 31	**2010**	**2009**
Cash flows affected by changes in:	(millions)	
Receivables	$ 42.1	$ 48.8
Accounts receivable pledged as collateral	(95.0)	-
Fuel inventories	(0.4)	(3.5)
Materials and supplies	(6.5)	(6.7)
Accounts payable	(67.7)	(26.4)
Accrued taxes	27.2	27.0
Accrued interest	(1.5)	(7.8)
Deferred refueling outage costs	2.9	2.3
Accrued plant maintenance costs	0.4	(0.6)
Fuel adjustment clauses	(1.1)	(2.7)
Pension and post-retirement benefit obligations	13.6	13.0
Allowance for equity funds used during construction	(10.1)	(12.1)
Forward Starting Swaps settlement	-	(79.1)
Other	(23.6)	(16.2)
Total other operating activities	$ (119.7)	$ (64.0)
Cash paid during the period:		
Interest	$ 58.0	$ 49.8
Income taxes	$ -	$ 0.3
Non-cash investing activities:		
Liabilities assumed for capital expenditures	$ 52.9	$ 69.0

KCP&L Other Operating Activities

Three Months Ended March 31	**2010**	**2009**
Cash flows affected by changes in:	(millions)	
Receivables	$ 40.3	$ 17.2
Accounts receivable pledged as collateral	(95.0)	-
Fuel inventories	(1.8)	(2.1)
Materials and supplies	(4.2)	(3.6)
Accounts payable	(52.6)	(42.7)
Accrued taxes	39.6	35.1
Accrued interest	12.1	4.2
Deferred refueling outage costs	2.9	2.3
Pension and post-retirement benefit obligations	16.3	13.4
Allowance for equity funds used during construction	(8.1)	(8.5)
Kansas Energy Cost Adjustment	(0.5)	(4.8)
Forward Starting Swaps settlement	-	(79.1)
Other	(6.1)	(1.9)
Total other operating activities	$ (57.1)	$ (70.5)
Cash paid during the period:		
Interest	$ 10.8	$ 12.8
Income taxes	$ 1.9	$ -
Non-cash investing activities:		
Liabilities assumed for capital expenditures	$ 51.1	$ 65.9

On January 1, 2010, Great Plains Energy and KCP&L adopted new accounting guidance for transfers of financial assets, which resulted in the recognition of $95.0 million of accounts receivables pledged as collateral and a corresponding short-term collateralized note payable on Great Plains Energy's and KCP&L's balance sheets at March 31, 2010. See Note 3 for additional information. As a result, cash flows from operating activities were reduced by $95.0 million and cash flow from financing activities were raised by $95.0 million with no impact to the net change in cash for the three months ended March 31, 2010.

3. RECEIVABLES

Great Plains Energy's and KCP&L's receivables are detailed in the following table.

	March 31 2010	December 31 2009
Great Plains Energy	(millions)	
Customer accounts receivable - billed	$ 47.9	$ 47.3
Customer accounts receivable - unbilled	59.8	77.9
Allowance for doubtful accounts	(3.7)	(2.8)
Other receivables	85.7	108.1
Total	$ 189.7	$ 230.5
KCP&L		
Customer accounts receivable - unbilled	$ 33.1	$ 44.6
Allowance for doubtful accounts	(1.9)	(1.7)
Intercompany receivables	20.6	42.4
Other receivables	63.6	76.4
Total	$ 115.4	$ 161.7

Great Plains Energy's and KCP&L's other receivables at March 31, 2010, and December 31, 2009, consisted primarily of receivables from partners in jointly owned electric utility plants and wholesale sales receivables.

Sale of Accounts Receivable – KCP&L

KCP&L sells all of its retail electric accounts receivable to its wholly owned subsidiary, Receivables Company, which in turn sells an undivided percentage ownership interest in the accounts receivable to Victory Receivables Corporation, an independent outside investor. On January 1, 2010, Great Plains Energy and KCP&L adopted new accounting guidance for transfers of financial assets, which resulted in the sale of the undivided percentage ownership interest in accounts receivable by Receivables Company no longer meeting the criteria for derecognition and now being accounted for as a secured borrowing. As a result, $95.0 million of accounts receivables pledged as collateral are recognized with a corresponding short-term collateralized note payable on Great Plains Energy's and KCP&L's balance sh eets at March 31, 2010.

KCP&L sells its receivables at a fixed price based upon the expected cost of funds and charge-offs. These costs comprise KCP&L's loss on the sale of accounts receivable. KCP&L services the receivables and receives an annual servicing fee of 1.5% to 2.5% of the outstanding principal amount of the receivables sold to Receivables Company. KCP&L does not recognize a servicing asset or liability because management determined the collection agent fee earned by KCP&L approximates market value. In May 2010, the term of the agreement was extended to May 2011.

Information regarding KCP&L's sale of accounts receivable to Receivables Company is reflected in the following tables.

Three Months Ended March 31, 2010	**KCP&L**	**Receivables Company**	**Consolidated KCP&L**
		(millions)	
Receivables (sold) purchased	$ (294.3)	$ 294.3	$ -
Gain (loss) on sale of accounts receivable [(a)]	(3.7)	3.9	0.2
Servicing fees	0.5	(0.5)	-
Fees to outside investor	-	(0.3)	(0.3)
Cash flows during the period			
Cash from customers transferred to Receivables Company	(308.1)	308.1	-
Cash paid to KCP&L for receivables purchased	304.2	(304.2)	-
Servicing fees	0.5	(0.5)	-
Interest on intercompany note	0.1	(0.1)	-

Three Months Ended March 31, 2009	**KCP&L**	**Receivables Company**	**Consolidated KCP&L**
		(millions)	
Receivables (sold) purchased	$ (248.2)	$ 248.2	$ -
Gain (loss) on sale of accounts receivable [(a)]	(3.1)	3.4	0.3
Servicing fees	0.7	(0.7)	-
Fees to outside investor	-	(0.3)	(0.3)
Cash flows during the period			
Cash from customers transferred to Receivables Company	(274.0)	274.0	-
Cash paid to KCP&L for receivables purchased	270.6	(270.6)	-
Servicing fees	0.7	(0.7)	-
Interest on intercompany note	0.1	(0.1)	-

[(a)] Any net gain (loss) is the result of the timing difference inherent in collecting receivables and over the life of the agreement will net to zero.

4. ASSETS HELD FOR SALE

Great Plains Energy has several real estate properties that will not be used. As a result, these real estate properties are available for immediate sale in their present condition and management is actively marketing these properties. The carrying amounts for these assets are presented at fair value less estimated selling cost and are included in assets held for sale on Great Plains Energy's balance sheets. In March 2010, one of the properties was sold for $0.6 million resulting in an insignificant loss on the sale. Of the $18.8 million of assets held for sale at March 31, 2010, $14.4 million is included in the electric utility segment and the remaining $4.4 million is included in the other category.

5. NUCLEAR PLANT

KCP&L owns 47% of Wolf Creek, its only nuclear generating unit. Wolf Creek is regulated by the Nuclear Regulatory Commission (NRC), with respect to licensing, operations and safety-related requirements.

Spent Nuclear Fuel and High-Level Radioactive Waste
Under the Nuclear Waste Policy Act of 1982, the Department of Energy (DOE) is responsible for the permanent disposal of spent nuclear fuel. KCP&L pays the DOE a quarterly fee of one-tenth of a cent for each kWh of net nuclear generation delivered and sold for the future disposal of spent nuclear fuel. These disposal costs are charged to fuel expense. In March 2010, the DOE filed a motion to withdraw its application to the NRC to construct a national repository for the disposal of spent nuclear fuel and high-level radioactive waste at Yucca Mountain, Nevada, which would bring the licensing process to an end. The question of DOE's legal authority to withdraw its license application is now pending both at the NRC and in multiple lawsuits filed with a federal appellate court. Wo lf Creek has an on-site storage facility designed to hold all spent fuel generated at the plant through 2025, and believes it will be able to expand on-site storage as needed past 2025. Management cannot predict when, or if, an alternative disposal site will be available to receive Wolf Creek's spent nuclear fuel and will continue to monitor this activity. See Note 12 for a related legal proceeding.

Low-Level Radioactive Waste
Wolf Creek disposes of most of its low-level radioactive waste (Class A waste) at an existing third-party repository in Utah. Management expects that the site located in Utah will remain available to Wolf Creek for disposal of its Class A waste. Wolf Creek has contracted with a waste processor that will process, take title and store in another state most of the remainder of Wolf Creek's low level radioactive waste (Classes B and C waste, which is higher in radioactivity but much lower in volume). Should on-site waste storage be needed in the future, Wolf Creek has current storage capacity on site for about four years' generation of Classes B and C waste.

Nuclear Decommissioning Trust Fund
The following table summarizes the change in Great Plains Energy's and KCP&L's decommissioning trust fund.

	March 31 2010	December 31 2009
Decommissioning Trust	(millions)	
Beginning balance January 1	$ 112.5	$ 96.9
Contributions	0.9	3.7
Earned income, net of fees	0.7	2.8
Net realized gains/(losses)	6.4	(5.5)
Net unrealized gains/(losses)	(2.7)	14.6
Ending balance	$ 117.8	$ 112.5

The decommissioning trust is reported at fair value on the balance sheets and is invested in assets as detailed in the following table. At December 31, 2009, KCP&L was holding short-term investments in the decommissioning trust fund, which were invested in equity securities in early 2010 as a result of a change in the asset allocation of the trust to a higher proportion of equity securities given the 20-year extension of Wolf Creek's operating license approved by the NRC in November 2008.

	March 31 2010		December 31 2009	
	Fair Value	**Unrealized Gains/(Losses)**	**Fair Value**	**Unrealized Gains/(Losses)**
		(millions)		
Equity securities	$ 76.8	$ 5.6	$ 44.5	$ 8.2
Debt securities	37.4	2.0	37.4	2.1
Other	3.6	-	30.6	-
Total	$ 117.8	$ 7.6	$ 112.5	$ 10.3

The weighted average maturity of debt securities held by the trust at March 31, 2010, was approximately 7 years. The costs of securities sold are determined on the basis of specific identification. The following table summarizes the gains and losses from the sale of securities by the nuclear decommissioning trust fund.

Three Months Ended March 31	**2010**	**2009**
	(millions)	
Realized Gains	$ 6.8	$ 0.3
Realized Losses	(0.4)	(4.1)

6. REGULATORY MATTERS

Regulatory Proceedings

In December 2009, KCP&L filed a request with The State Corporation Commission of the State of Kansas (KCC) for an annual rate increase of $55.2 million. The request included costs related to Iatan No. 2, a new coal-fired generation unit, upgrades to the transmission and distribution system to improve reliability and overall increased costs of service. KCP&L requested a return on equity of 11.25% based upon a capital structure of 46.17% equity. Any authorized changes to retail rates are expected to be effective late in the fourth quarter of 2010 or early first quarter 2011. KCP&L and GMO expect to file rate cases in Missouri in the second quarter of 2010 to include costs related to Iatan No. 2, upgrades to the transmission and distribution system to improve reliability and overall inc reased costs of service. Any authorized changes to retail rates are expected to be effective in the second quarter of 2011.

KCP&L's Comprehensive Energy Plan – Iatan No. 2

In April of 2010, Great Plains Energy and KCP&L announced the results of a cost and schedule reforecast for Iatan No. 2. Based on the results of the reforecast process, the Company currently projects a fourth quarter 2010 in-service date for Iatan No. 2. The current and previous cost estimate ranges are shown in the following table. The cost estimate ranges do not include allowance for funds used during construction or the cost of common facilities that were identified at the time of the start-up of the Iatan No. 1 environmental project that will be used by both Iatan No. 1 and Iatan No. 2.

	Current Estimate Range	Previous Estimate Range	Change
		(millions)	
Great Plains Energy's 73% share of Iatan No. 2	$ 1,222 - $ 1,251	$ 1,153 - $ 1,201	$ 69 - $ 50
KCP&L's 55% share of Iatan No. 2	919 - 941	868 - 904	51 - 37

The increase in the cost estimate ranges is primarily due to the shift in the expected in-service date, the impact of lower wholesale prices on expected test power revenues that offset construction cost, and a level of contingency management considers appropriate in light of recent start-up events encountered at other coal plants under construction.

KCP&L's Collaboration Agreement

In March 2007, KCP&L, the Sierra Club and the Concerned Citizens of Platte County entered into a Collaboration Agreement that resolved disputes among the parties. KCP&L agreed in the Collaboration Agreement to pursue initiatives, including energy efficiency, designed to offset CO_2 emissions. Great Plains Energy and KCP&L are also evaluating energy efficiency projects as one of the elements to meet future customer energy needs. The companies currently recover energy efficiency program expenses on a deferred basis. While there are ongoing regulatory proceedings in Missouri and Kansas to address recovery of and earnings on the investments of utilities in energy efficiency programs, until these rules are set and pr ograms are approved, the effects on Great Plains Energy's and KCP&L's plans and future results cannot be reasonably estimated. However, management generally views this as a positive development in establishing a regulatory framework for energy efficiency programs and potentially allowing energy efficiency costs to be recovered through rates similar to the recovery of generation resource costs.

In the Collaboration Agreement, KCP&L agreed to pursue other initiatives including additional wind generation, lower emission permit levels at its Iatan and LaCygne generating stations and other initiatives designed to offset CO_2 emissions. KCP&L also agreed to offset an additional 711,000 tons of CO_2 by the end of 2012. KCP&L currently expects to achieve this offset through a number of alternatives, including improving the efficiency of its coal-fired units, equipping certain gas-fired units for winter operation and, if necessary, possibly reducing output of, or retiring, one or more coal-fired units. Full implementati on of the terms of the Collaboration Agreement will necessitate approval from the appropriate authorities, as some of the initiatives in the agreement require regulatory approval.

KCP&L agreed in the Collaboration Agreement to pursue increasing its wind generation capacity by 100MW by the end of 2010 and by an additional 300MW of wind generation capacity by the end of 2012, subject to regulatory approval. KCP&L owns thirty-two turbines with a book value of approximately $87 million. In December 2009, KCP&L issued requests for proposals to add up to 300MW of wind generation in the 2010 – 2011 timeframe under purchase power agreements and/or the combination of purchase power agreements and arrangements where KCP&L would own and operate the facilities after development and construction. KCP&L expects that the thirty-two turbines it already owns will be utilized in one of the projects under proposal. KCP&L is evaluating the proposals and anticipa tes entering into a 100MW power purchase agreement for deliveries starting by the end of 2010.

SPP and NERC Audits

In November 2009, the Southwest Power Pool, Inc. (SPP) and the North American Electric Reliability Corporation (NERC) conducted scheduled audits of KCP&L and GMO regarding compliance with NERC reliability and critical infrastructure protection standards. KCP&L and GMO have received the final audit report alleging violation of certain standards, which could result in penalties. The timing and amount of such penalties that may be proposed is unknown at this time. The SPP also conducted a compliance inquiry regarding a transmission system outage that occurred in the St. Joseph, Missouri area in the summer of 2009. FERC and NERC are also looking into the circumstances surrounding this transmission system outage. These outage inquiries are at a preliminary stage and their outcome c annot be predicted at this time.

MPSC Regulatory Approval of the GMO Acquisition

The approval order from the Public Service Commission of the State of Missouri (MPSC) for the GMO acquisition was received on July 1, 2008. Certain parties filed appeals and a motion to stay the order with the Cole County, Missouri, Circuit Court, which affirmed the order in June 2009. This decision has been appealed. The order remains in effect unless reversed by the courts.

GMO Missouri 2007 Rate Case Appeal

Appeals of the May 2007 MPSC order approving an approximate $59 million increase in annual revenues were filed in July and August of 2007 with the Circuit Court of Cole County, Missouri, by the Office of Public Counsel, AG Processing, Sedalia Industrial Energy Users' Association and AARP seeking to set aside or remand the order of the MPSC. In February 2009, the Circuit Court affirmed the MPSC order. The Circuit Court's decision was affirmed by the Court of Appeals in August 2009, and the appellants have sought Missouri Supreme Court review. The order remains in effect unless reversed by the courts.

Regulatory Assets and Liabilities

Great Plains Energy's and KCP&L's regulatory assets and liabilities are detailed in the following tables.

March 31, 2010	KCP&L		GMO		Great Plains Energy
Regulatory Assets			(millions)		
Taxes recoverable through future rates	$ 92.2		$ 22.9		$ 115.1
Loss on reacquired debt	5.2	(a)	0.3	(a)	5.5
Cost of removal	8.0		-		8.0
Asset retirement obligations	24.7		12.1		36.8
Pension settlements	12.4	(b)	-		12.4
Pension and post-retirement costs	388.1	(c)	87.2	(c)	475.3
Deferred customer programs	35.8	(d)	8.7		44.5
Rate case expenses	7.3	(e)	1.7	(e)	9.0
Skill set realignment costs	5.8	(f)	-		5.8
Under-recovery of energy costs	0.8	(e)	48.1	(e)	48.9
Acquisition transition costs	29.4	(g)	22.4	(g)	51.8
St. Joseph Light & Power acquisition	-		2.9	(h)	2.9
Storm damage	-		4.4	(i)	4.4
Derivative instruments	-		6.2	(j)	6.2
Iatan No. 1 and Common facilities depreciation and carrying costs	7.4	(k)	2.1	(k)	9.5
Other	4.7	(l)	0.8	(l)	5.5
Total	$ 621.8		$ 219.8		$ 841.6
Regulatory Liabilities					
Emission allowances	$ 86.1		$ 0.7		$ 86.8
Asset retirement obligations	37.4		-		37.4
Pension	-		33.8		33.8
Cost of removal	-		63.6	(m)	63.6
Other	6.7		14.0		20.7
Total	$ 130.2		$ 112.1		$ 242.3

(a) Amortized over the life of the related new debt issuances or the remaining lives of the old debt issuances if no new debt was issued.

(b) $6.8 million not included in rate base and amortized through 2012.

(c) Represents the funded status of the pension plans more than offset by related liabilities. Also represents financial and regulatory accounting method differences not included in rate base that will be eliminated over the life of the pension plans.

(d) $12.6 million not included in rate base and amortized over various periods.

(e) Not included in rate base and amortized over various periods.

(f) $3.1 million not included in rate base and amortized through 2017.

(g) Not included in rate base. The MPSC order provided for the deferral of transition costs to be amortized over a five-year period to the extent that synergy savings exceed transition cost amortization. The Company settled its first post-transaction rate cases and the settlement agreements did not address transition costs. The Company will continue to defer transition costs until amortization is ordered by the MPSC. KCC order approved the deferral of up to $10.0 million of transition costs to be amortized over a five-year period beginning with rates expected to be effective in fourth quarter 2010 or early first quarter 2011.

(h) Not included in rate base and amortized through 2015.

(i) Not included in rate base and amortized through 2012.

(j) Represents the fair value of derivative instruments for commodity contracts. Settlements of the contracts are recognized in fuel expense and included in GMO's fuel adjustment clause (FAC).

(k) Not included in rate base.

(l) Certain insignificant items are not included in rate base and amortized over various periods.
(m) Estimated cumulative net provision for future removal costs.

December 31, 2009	KCP&L	GMO	Great Plains Energy
Regulatory Assets		(millions)	
Taxes recoverable through future rates	$ 77.6	$ 22.9	$ 100.5
Loss on reacquired debt	5.3	0.3	5.6
Cost of removal	7.9	-	7.9
Asset retirement obligations	23.8	11.9	35.7
Pension settlements	13.5	-	13.5
Pension and post-retirement costs	395.0	84.5	479.5
Deferred customer programs	35.6	7.1	42.7
Rate case expenses	7.4	1.5	8.9
Skill set realignment costs	6.1	-	6.1
Under-recovery of energy costs	0.7	47.5	48.2
Acquisition transition costs	29.3	22.2	51.5
St. Joseph Light & Power acquisition	-	3.1	3.1
Storm damage	-	4.8	4.8
Derivative instruments	-	2.1	2.1
Iatan No. 1 and Common facilities depreciation and carrying costs	4.6	1.4	6.0
Other	5.3	0.8	6.1
Total	$ 612.1	$ 210.1	$ 822.2
Regulatory Liabilities			
Emission allowances	$ 86.2	$ 0.8	$ 87.0
Asset retirement obligations	33.4	-	33.4
Pension	-	34.0	34.0
Cost of removal	-	62.5	62.5
Other	7.3	13.6	20.9
Total	$ 126.9	$ 110.9	$ 237.8

7. PENSION PLANS AND OTHER EMPLOYEE BENEFITS

The Company maintains defined benefit pension plans for substantially all active and inactive employees, including officers, of KCP&L, GMO, and Wolf Creek Nuclear Operating Corporation (WCNOC) and incurs significant costs in providing the plans. Pension benefits under these plans reflect the employees' compensation, years of service and age at retirement.

KCP&L and GMO record pension expense in accordance with rate orders from the MPSC and KCC that allow the difference between pension costs under generally accepted accounting principles (GAAP) and pension costs for ratemaking to be recognized as a regulatory asset or liability. This difference between financial and regulatory accounting methods is due to timing and will be eliminated over the life of the pension plans.

In addition to providing pension benefits, the Company provides certain post-retirement health care and life insurance benefits for substantially all retired employees of KCP&L, GMO, and WCNOC. The cost of post-retirement benefits charged to KCP&L and GMO are accrued during an employee's years of service and recovered through rates.

The following table provides components of net periodic benefit costs prior to the effects of capitalization and sharing with joint-owners of power plants.

	Pension Benefits		Other Benefits	
Three Months Ended March 31	**2010**	**2009**	**2010**	**2009**
Components of net periodic benefit costs		(millions)		
Service cost	$ 7.6	$ 7.3	$ 0.9	$ 1.0
Interest cost	12.3	11.8	2.2	2.1
Expected return on plan assets	(9.1)	(8.0)	(0.5)	(0.4)
Prior service cost	1.2	1.0	1.8	1.0
Recognized net actuarial loss	9.3	9.1	-	0.1
Transition obligation	-	-	0.3	0.3
Net periodic benefit costs before regulatory adjustment	21.3	21.2	4.7	4.1
Regulatory adjustment	(8.4)	(3.9)	-	-
Net periodic benefit costs	$ 12.9	$ 17.3	$ 4.7	$ 4.1

For the three months ended March 31, 2010, the Company contributed $4.5 million to the pension plans and expects to contribute an additional $60.3 million in 2010 to satisfy the ERISA funding requirements and the MPSC and KCC rate orders, the majority of which is expected to be paid by KCP&L.

On March 23, 2010, President Obama signed into law The Patient Protection and Affordable Care Act, a comprehensive health care reform bill. Management expects a minimal impact as a result of this new legislation in the short-term but will continue to monitor for any long-term impacts. For the three months ended March 31, 2010, Great Plains Energy and KCP&L recorded a $2.8 million increase in income tax expense for the cumulative change in tax treatment of the Medicare Part D subsidy under this new legislation.

8. EQUITY COMPENSATION

Great Plains Energy's Long-Term Incentive Plan is an equity compensation plan approved by Great Plains Energy's shareholders. The Long-Term Incentive Plan permits the grant of restricted stock, stock options, limited stock appreciation rights, director shares, director deferred share units and performance shares to directors, officers and other employees of Great Plains Energy and KCP&L. Forfeiture rates are based on historical forfeitures and future expectations and are reevaluated annually. The following table summarizes Great Plains Energy's and KCP&L's equity compensation expense and associated income tax benefits.

Three Months Ended March 31	**2010**	**2009**
Great Plains Energy	(millions)	
Compensation expense	$ 0.3	$ 1.8
Income tax benefits	0.1	0.6
KCP&L		
Compensation expense	0.2	1.3
Income tax benefits	-	0.4

Performance Shares

Performance share activity for the three months ended March 31, 2010, is summarized in the following table.

	Performance Shares	Grant Date Fair Value*
Beginning balance	294,641	$ 13.62
Performance adjustment	(23,969)	
Granted	231,598	23.38
Issued	(6,138)	10.87
Forfeited	(5,686)	13.35
Ending balance	490,446	18.40

* weighted-average

Performance adjustment represents the number of shares of common stock related to performance shares ultimately issued that can vary from the number of performance shares initially granted depending on Great Plains Energy's performance, based on internal and external measures, over stated performance periods.

The fair value of performance share awards is estimated using a Monte Carlo simulation technique that uses the closing stock price at the valuation date and incorporates assumptions for inputs of expected volatilities, dividend yield and risk-free rates. Expected volatility is based on daily stock price change during a historical period commensurate with the remaining term of the performance period of the grant. The risk-free rate is commensurate with the remaining life of the performance period of the grant based on the zero-coupon government bonds in effect at the time of the valuation. The dividend yield is based on the most recent dividends paid and the actual closing stock price on the valuation date. For shares granted for the three months ended March 31, 2010, inputs for expected volatili ty, dividend yield and risk-free rates were 31%, 4.65%, and 1.2%, respectively.

At March 31, 2010, the remaining weighted-average contractual term was 2.1 years. The weighted-average grant-date fair value of shares granted for the three months ended March 31, 2010, was $23.38. There were no performance shares granted for the three months ended March 31, 2009. At March 31, 2010, there was $5.5 million of total unrecognized compensation expense, net of forfeiture rates, related to performance shares granted under the Long-Term Incentive Plan, which will be recognized over the remaining weighted-average contractual term. The total fair value of shares of common stock issued related to performance shares for the three months ended March 31, 2010, was insignificant. There were no shares of common stock issued related to performance shares for the three months ended March 3 1, 2009.

Restricted Stock

Restricted stock activity for the three months ended March 31, 2010, is summarized in the following table.

	Nonvested Restricted Stock	Grant Date Fair Value*
Beginning balance	612,587	$ 20.24
Granted and issued	98,211	17.71
Vested	(158,420)	30.71
Forfeited	(9,252)	20.09
Ending balance	543,126	16.74

* weighted-average

At March 31, 2010, the remaining weighted-average contractual term was 1.6 years. The weighted-average grant-date fair value of shares granted for the three months ended March 31, 2010 and 2009, was $17.71 and $19.55, respectively. At March 31, 2010, there was $4.3 million of total unrecognized compensation expense, net of forfeiture rates, related to nonvested restricted stock granted under the Long-Term Incentive Plan, which will be recognized over the remaining weighted-average contractual term. The total fair value of shares vested for the three months ended March 31, 2010 and 2009, was $4.9 million and $5.3 million, respectively.

Stock Options

Stock options were granted under the Long-Term Incentive Plan during 2001-2003 and GMO stock options outstanding on the July 14, 2008, acquisition date were converted to Great Plains Energy stock options. Stock option activity under all plans for the three months ended March 31, 2010, is summarized in the following table. All stock options are fully vested at March 31, 2010.

Stock Options	Shares	Exercise Price*
Beginning balance	244,610	$ 36.73
Exercised	(917)	9.21
Forfeited or expired	(20,672)	53.26
Outstanding and exercisable at March 31, 2010	223,021	35.31

* weighted-average

The weighted-average grant-date fair value of options exercised for the three months ended March 31, 2010 and 2009, was $9.21 and $11.64 per share, respectively. The aggregate intrinsic value and cash received for options exercised for the three months ended March 31, 2010 and 2009, was insignificant.

The following table summarizes all outstanding and exercisable stock options as of March 31, 2010.

Outstanding and Exercisable Options

Exercise Price Range	Number of Shares	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price
$23.91 - $27.73	209,670	1.7	$ 24.50
$181.11	5,566	0.8	181.11
$221.82 - $251.86	7,785	1.1	222.24
Total	223,021	1.6	35.31

At March 31, 2010, there were no in-the-money outstanding and exercisable options.

9. SHORT-TERM BORROWINGS AND SHORT-TERM BANK LINES OF CREDIT

Great Plains Energy's $400 Million Revolving Credit Facility

Great Plains Energy's $400 million revolving credit facility with a group of banks expires in May 2011. A default by Great Plains Energy or any of its significant subsidiaries on other indebtedness totaling more than $25.0 million is a default under the facility. Under the terms of this agreement, Great Plains Energy is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the agreement, not greater than 0.65 to 1.00 at all times. At March 31, 2010, Great Plains Energy was in compliance with this covenant. At March 31, 2010, Great Plains Energy had $26.5 million of outstanding cash borrowings with a weighted-average interest rate of 0.68% and had issued letters of credit totaling $15.8 million under the credit facility. At December 31, 2009, Great Plains Energy had $20.0 million of outstanding cash borrowings with a weighted-average interest rate of 0.68% and had issued letters of credit totaling $25.4 million under the credit facility.

KCP&L's $600 Million Revolving Credit Facility

KCP&L's $600 million revolving credit facility with a group of banks to provide support for its issuance of commercial paper and other general corporate purposes expires in May 2011. A default by KCP&L on other indebtedness totaling more than $25.0 million is a default under the facility. Under the terms of the agreement, KCP&L is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the agreement, not greater than 0.65 to 1.00 at all times. At March 31, 2010, KCP&L was in compliance with this covenant. At March 31, 2010, KCP&L had $204.0 million of commercial paper outstanding, at a weighted-average interest rate of 0.45%, $20.9 million of letters of credit outstanding and no outstanding cash borrowings under the facility.   At December 31, 2009, KCP&L had $186.6 million of commercial paper outstanding, at a weighted-average interest rate of 0.58%, $20.9 million of letters of credit outstanding and no outstanding cash borrowings under the facility.

GMO's $400 Million Revolving Credit Facility

GMO's $400 million revolving credit facility with a group of banks expires in September 2011. A default by GMO, Great Plains Energy or any of its significant subsidiaries on other indebtedness totaling more than $25.0 million is a default under the facility. Under the terms of this agreement, GMO is required to maintain a consolidated indebtedness to consolidated capitalization ratio, as defined in the agreement, not greater than 0.65 to 1.00 at all times. At March 31, 2010, GMO was in compliance with this covenant. At March 31, 2010, GMO had $283.0 million of outstanding cash borrowings with a weighted-average interest rate of 1.50%, and had issued letters of credit totaling $16.2 million under the credit facility. At December 31, 2009, GMO had $232.0 million of outstanding cas h borrowings with a weighted-average interest rate of 1.50%, and had issued letters of credit totaling $13.2 million under the credit facility.

10. LONG-TERM DEBT

Great Plains Energy's and KCP&L's long-term debt is detailed in the following table.

	Year Due	March 31 2010	December 31 2009
KCP&L		(millions)	
General Mortgage Bonds			
4.90%* EIRR bonds	2012-2035	$ 158.8	$ 158.8
7.15% Series 2009A (8.59% rate**)	2019	400.0	400.0
4.65% EIRR Series 2005	2035	50.0	50.0
5.125% EIRR Series 2007A-1	2035	63.3	63.3
5.00% EIRR Series 2007A-2	2035	10.0	10.0
5.375% EIRR Series 2007B	2035	73.2	73.2
Senior Notes			
6.50% Series	2011	150.0	150.0
5.85% Series (5.72% rate**)	2017	250.0	250.0
6.375% Series (7.49% rate**)	2018	350.0	350.0
6.05% Series (5.78% rate**)	2035	250.0	250.0
EIRR Bonds			
4.90% Series 2008	2038	23.4	23.4
Other	2010-2018	3.5	3.5
Current maturities		(0.2)	(0.2)
Unamortized discount		(2.1)	(2.1)
Total KCP&L		1,779.9	1,779.9
GMO			
First Mortgage Bonds			
9.44% Series	2011-2021	12.4	13.5
Pollution Control Bonds			
5.85% SJLP Pollution Control	2013	5.6	5.6
0.249%*** Wamego Series 1996	2026	7.3	7.3
1.545%*** State Environmental 1993	2028	5.0	5.0
Senior Notes			
7.95% Series	2011	137.3	137.3
7.75% Series	2011	197.0	197.0
11.875% Series	2012	500.0	500.0
8.27% Series	2021	80.9	80.9
Fair Value Adjustment		75.9	84.5
Medium Term Notes			
7.16% Series	2013	6.0	6.0
7.33% Series	2023	3.0	3.0
7.17% Series	2023	7.0	7.0
Current maturities		(138.4)	(1.1)
Total GMO		899.0	1,046.0
Other Great Plains Energy			
6.875% Senior Notes (7.33% rate**)	2017	100.0	100.0
10.00% Equity Units Subordinated Notes	2042	287.5	287.5
Unamortized discount		(0.4)	(0.4)
Total Great Plains Energy excluding current maturities		$ 3,066.0	$ 3,213.0

* Weighted-average interest rates at March 31, 2010

** Rate after amortizing gains/losses recognized in OCI on settlements of interest rate hedging instruments

*** Variable rate

Fair Value of Long-Term Debt
Fair value of long-term debt is based on quoted market prices, with the incremental borrowing rate for similar debt used to determine fair value if quoted market prices were not available. At March 31, 2010, and December 31, 2009, the book value and fair value of Great Plains Energy's long-term debt, including current maturities, was $3.2 billion and $3.4 billion, respectively. At March 31, 2010, and December 31, 2009, the book value and fair value of KCP&L's long-term debt, including current maturities, was $1.8 billion and $1.9 billion, respectively.

Amortization of Debt Expense
Great Plains Energy's and KCP&L's amortization of debt expense is detailed in the following table.

Three Months Ended March 31	2010	2009
	(millions)	
KCP&L	$ 0.5	$ 0.4
Other Great Plains Energy	0.7	0.5
Total Great Plains Energy	$ 1.2	$ 0.9

KCP&L EIRR Bonds
In March 2010, KCP&L remarketed its 5.00% EIRR Series 2007A-2 general mortgage bonds maturing in 2035 totaling $10.0 million to a new fixed rate of 2.625% from April 1, 2010, through March 31, 2011.

11. COMMITMENTS AND CONTINGENCIES

Environmental Matters
Great Plains Energy and KCP&L are subject to extensive regulation by federal, state and local authorities with regard to environmental matters primarily through their utility operations. In addition to imposing extensive and continuing compliance obligations, laws, regulations and permits authorize the imposition of substantial penalties for noncompliance, including fines, injunctive relief and other sanctions. The cost of complying with current and future environmental requirements is expected to be material to Great Plains Energy and KCP&L. Failure to comply with environmental requirements or to timely recover environmental costs through rates could have a material adverse effect on Great Plains Energy and KCP&L.

The following discussion groups environmental and certain associated matters into the broad categories of air and climate change, water, solid waste and remediation.

Air and Climate Change
The Clean Air Act and associated regulations enacted by the Environmental Protection Agency (EPA) form a comprehensive program to preserve air quality. States are required to establish regulations and programs to address all requirements of the Clean Air Act and have the flexibility to enact more stringent requirements. All of Great Plains Energy's and KCP&L's generating facilities, and certain of their other facilities, are subject to the Clean Air Act.

Great Plains Energy's and KCP&L's current estimates of capital expenditures (exclusive of AFUDC and property taxes) to comply with the currently effective Clean Air Interstate Rule (CAIR) and with the best available retrofit technology (BART) rule is approximately $1 billion. As discussed below, CAIR has been remanded to the EPA, but remains in effect until the EPA issues rules consistent with the court's order or until the court takes further action. It is not possible to predict what rules the EPA may issue as a result of this remand, when the rules may be issued, or the costs associated with such rules. The actual cost of compliance with any future rules, and with BART, may be significantly different from the cost estimates provided.

The potential capital costs of the Collaboration Agreement provisions (discussed below) relating to NO_x, SO_2 and particulate emission limits at the LaCygne generating station are within the disclosed overall capital cost estimates. However, the estimated capital costs do not reflect potential costs relating to requirements enacted in the future, including potential requirements regarding climate change and control of mercury emissions (discussed below), and also do not reflect costs relating to additional wind generation, energy efficiency and other CO_2 emission offsets contemplated by the Collaboration Agreement or that may be required under the Missouri or Kansas renewable energy standards, which are discussed below. The estimates do not reflect the non-capital costs the companies incur on an ongoing basis to comply with environmental laws, which may increase in the future due to the implementation of KCP&L's Comprehensive Energy Plan and the compan ies' ongoing compliance with current or future environmental laws. KCP&L expects to seek recovery of the costs associated with the Collaboration Agreement and the companies expect to seek recovery of the costs associated with environmental requirements through rate increases; however, there can be no assurance that such rate increases would be granted. The companies may be subject to materially adverse rate treatment in response to competitive, economic, political, legislative, public perception of the companies' environmental reputation and regulatory pressures.

Clean Air Interstate Rule (CAIR)

The CAIR requires reductions in SO_2 and NO_x emissions in 28 states, including Missouri. The reduction in both SO_2 and NO_x emissions is set to be accomplished through establishment of permanent statewide caps for NO_x effective January 1, 2009, and SO_2 effective January 1, 2010. More restrictive caps are scheduled to become effective January 1, 2015. Great Plains Energy's and KCP&L's fossil fuel-fired plants located in Missouri are subject to CAIR, while their fossil fuel-fired plants in Kansas are not.

On July 11, 2008, the D.C. Circuit Court of Appeals vacated CAIR in its entirety and remanded the matter to the EPA to promulgate a new rule consistent with its opinion. On December 23, 2008, the Court issued an order remanding CAIR to the EPA to revise the rule consistent with its July 2008 order. The CAIR thus remains in effect pending future EPA or court action.

The EPA's future revisions to CAIR could result in a rule that requires greater emission reductions, imposes an earlier compliance deadline, changes or eliminates the NO_x fuel factor adjustment, includes additional states (including Kansas), does not allow for emissions reductions to be obtained through interstate allowance trading or the use of the Acid Rain Program SO_2 allowances, or imposes other requirements not yet known. Great Plains Energy and KCP&L cannot predict the outcome of the EPA's revisions to CAIR, but such revisions could have a significant effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

CAIR currently establishes a market-based cap-and-trade program with an emission allowance allocation. Facilities demonstrate compliance with CAIR by holding sufficient allowances for each ton of SO_2 and NO_x emitted in any given year. KCP&L and GMO are currently allowed to utilize unused SO_2 emission allowances that they have either accumulated during previous years of the Acid Rain Program or purchased to meet the more stringent CAIR requirements. At March 31, 2010, KCP&L had accumulated unused SO_2 emissio n allowances sufficient to support over 135,000 tons of SO_2 emissions (enough to support expected requirements under the current CAIR for the foreseeable future) under the provisions of the Acid Rain program, which are recorded in inventory at zero cost. KCP&L is permitted to sell excess SO_2 emission allowances in accordance with KCP&L's Comprehensive Energy Plan as approved by the MPSC and KCC. At March 31, 2010, GMO had accumulated unused SO_2 emission allowances sufficient to support just over 25,000 tons of SO_2 emissions (enough to support expected requirements under the current CAIR through 2011), which it has received under the Acid Rain Program or purchased, which are recorded in inventory at average cost. KCP&L and GMO purchase NO_x allowances as needed.

In 2009, KCP&L completed environmental upgrades at Iatan No. 1 for compliance with the current CAIR rule as part of its Comprehensive Energy Plan. Analysis of the current CAIR rule indicates that NO_x and SO_2 control may be required for KCP&L's Montrose Station and GMO's Sibley and Lake Road Stations in Missouri, and control may be achieved through a combination of pollution control equipment and the use or purchase of emission allowances as needed. Great Plains Energy and KCP&L are continuing to evaluate compliance options in light of developing potential legislative and regulatory environmental requirements.

Best Available Retrofit Technology Rule (BART)

The EPA BART rule directs state air quality agencies to identify whether visibility-reducing emissions from sources subject to BART are below limits set by the state or whether retrofit measures are needed to reduce emissions. BART applies to specific eligible facilities including KCP&L's LaCygne Nos. 1 and 2 in Kansas, KCP&L's Iatan No. 1, in which GMO has an 18% interest, and KCP&L's Montrose No. 3 in Missouri, GMO's Sibley Unit No. 3 and Lake Road Unit No. 6 in Missouri and Westar Energy, Inc. (Westar)'s Jeffrey Unit Nos. 1 and 2 in Kansas, in which GMO has an 8% interest. Initially, in Missouri, compliance with CAIR will be compliance with BART for individual sources. Neither Missouri nor Kansas has received EPA approval for their BART plans.

Mercury Emissions

In January 2009, the EPA issued a memorandum stating that new electric steam generating units (EGUs) that began construction while the Clean Air Mercury Rule (CAMR) was effective are subject to a new source maximum achievable control technology (MACT) determination on a case-by-case basis.

In July 2009, the EPA sent letters notifying KCP&L that MACT determinations and schedules of compliance are required for coal and oil-fired EGUs that began actual construction or reconstruction after December 15, 2000, and identified Iatan No. 2 and Hawthorn No. 5 as affected EGUs. This was an outcome of the D.C. Court of Appeals' vacatur of both the CAMR and the contemporaneously promulgated rule removing EGUs from MACT requirements. KCP&L believes that Hawthorn No. 5 is not an affected EGU based on the reconstruction dates of the unit, and provided supporting documentation to the Missouri Department of Natural Resources (MDNR). It is not currently known how MACT determinations and schedules of compliance will impact the permitting or operating requirements for these two units, but it is po ssible a MACT determination may ultimately require additional emission control equipment and permit limits at Iatan No. 2, Hawthorn No. 5, or both.

In April 2010, the EPA, in a court approved settlement, agreed to develop MACT standards for mercury and potentially other hazardous air pollutant emissions. In the settlement agreement, the EPA agreed to propose MACT standards in March 2011 with final standards by November 2011. These MACT standards, if adopted, could impact both KCP&L's and GMO's new and existing facilities.

The estimated required environmental expenditures of approximately $1 billion to comply with CAIR and BART, discussed above, do not reflect any amounts for compliance with MACT determinations and future MACT standards because management cannot predict the outcome of further judicial, administrative or regulatory actions or their financial or operational effects on Great Plains Energy and KCP&L. However, such actions could have a significant effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows. Some of the control technology for SO_2 and NO_x could also aid in the control of mercury.

Industrial Boiler Rule

In April 2010, the EPA issued a proposed rule that would set MACT standards for hazardous air pollutants from industrial boilers. The proposed rule would establish emission limits for KCP&L's and GMO's new and existing units that produce steam but not for the generation of electricity. This proposed rule does not apply to KCP&L's and GMO's electrical generating boilers. Until a rule is finalized, the financial and operational impacts to Great Plains Energy and KCP&L cannot be determined.

New Source Review
The Clean Air Act requires companies to obtain permits and, if necessary, install control equipment to reduce emissions when making a major modification or a change in operation if either is expected to cause a significant net increase in regulated emissions.

In January 2004, Westar received notification from the EPA alleging that it had violated new source review requirements and Kansas environmental regulations by making modifications to the Jeffrey Energy Center without obtaining the proper permits. The Jeffrey Energy Center consists of three coal-fired units located in Kansas that is 92% owned by Westar and operated exclusively by Westar. GMO has an 8% interest in the Jeffrey Energy Center and is generally responsible for its 8% share of the facility's operating costs and capital expenditures. In February 2009, the Attorney General of the United States filed a complaint against Westar alleging that it violated the Clean Air Act and related federal and state regulations by making major modifications to the Jeffrey Energy Center beginning in 1994 witho ut first obtaining appropriate permits authorizing this construction and without installing and operating best available control technology to control emissions. In January 2010, Westar entered into a settlement agreement, which was approved by the court in March 2010. The settlement agreement requires, among other things, the installation of a selective catalytic reduction (SCR) system at one of the Jeffrey Energy Center units by the end of 2014 and the payment of a $3 million civil penalty. Depending on the NO_x emission reductions attained by that SCR and attainable through the installation of other controls at the other two units, the settlement agreement requires the installation of a second SCR system on one of the other two units by the end of 2016. Westar has estimated that if both SCRs are required, the total capital cost could be up to approximately $500 million. There is no assurance that GMO's share of these costs would be recovered in rates and failure to recover such costs could have a significant adverse effect on Great Plains Energy's results of operations, financial position and cash flows.

Collaboration Agreement
In March 2007, KCP&L, the Sierra Club and the Concerned Citizens of Platte County entered into a Collaboration Agreement under which KCP&L agreed to pursue a set of initiatives including energy efficiency, additional wind generation, lower emission permit levels at its Iatan and LaCygne generating stations and other initiatives designed to offset CO_2 emissions.

KCP&L agreed in the Collaboration Agreement to seek a consent agreement, which it has done, with the Kansas Department of Health and Environment (KDHE) incorporating limits for stack particulate matter emissions, as well as limits for NO_x and SO_2 emissions at its LaCygne Station that will be below the presumptive limits under BART. KCP&L further agreed to use its best efforts to install emission control technologies to reduce those emissions from the LaCygne Station prior to the required compliance date under BART, but in no event later than June 1, 2015. Also as provided in the Collaboration Agreement, KCP&L issued, in 2008, requests for proposals for equipm ent required to comply with BART. KCP&L is continuing to evaluate compliance options in light of developing potential legislative and regulatory environmental requirements.

Climate Change
Management believes it is likely that additional federal or relevant state or local laws or regulations could be enacted to address global climate change. At the international level, while the United States is not a current party to the Kyoto Protocol, it has agreed to undertake certain voluntary actions under the non-binding Copenhagen Accord, including the establishment of a goal to reduce greenhouse gas emissions. International agreements legally binding on the United States may be reached in the future. Such laws or regulations could mandate requirements to control or reduce the emission of greenhouse gases, such as CO_2, which are created in the combustion of fossil fuels. The companies' current generation capac ity is primarily coal-fired and is estimated to produce about one ton of CO_2 per MWh, or approximately 23 million tons and 17 million tons per year for Great Plains Energy and KCP&L, respectively. Laws have recently been passed in Missouri and Kansas, the states in which the companies' retail electric businesses

are operated, setting renewable energy standards, and management believes that national renewable energy standards are also likely. While management believes additional requirements addressing these matters will probably be enacted, the timing, provisions and impact of such requirements, including the cost to obtain and install new equipment to achieve compliance, cannot be reasonably estimated at this time. In addition, certain federal courts have held that state and local governments and private parties have standing to bring climate change tort suits seeking company-specific emission reductions and monetary or other damages. While the companies' are not a party to any climate change tort suit, there is no assurance that such suits may not be filed in the future or the outcome if such suits are fi led. Such requirements or litigation outcomes could have the potential for a significant financial and operational impact on Great Plains Energy and KCP&L. The companies' would seek recovery of capital costs and expenses for compliance through rate increases; however, there can be no assurance that such rate increases would be granted.

Legislation concerning the reduction of emissions of greenhouse gases, including CO_2, is being considered at the federal and state levels, and some initial steps toward definitive regulation have been taken, all with various compliance dates and reduction strategies. Greenhouse gas regulation has the potential of having significant financial and operational impacts on Great Plains Energy and KCP&L, including with respect to achieving compliance with limits that may be established. However, the ultimate financial and operational consequences to Great Plains Energy and KCP&L cannot be determined until legislation is passed or regulations enacted. Ma nagement will continue to monitor the progress of relevant bills and regulations.

The American Clean Energy and Security Act of 2009 (House Bill) passed the U.S. House of Representatives in June 2009. The House Bill would establish a 20% renewable electricity standard (Federal RES) by 2020, starting with an initial 6% requirement by 2012. The House Bill would also establish a greenhouse gas cap and trade program, requiring Great Plains Energy, KCP&L and other affected entities to comply by surrendering allowances or offsets for each ton of greenhouse gas emitted. The number of allowances would be initially set and then reduced over time, with the projected effect of reducing greenhouse gas emissions below 2005 levels by 3%, 17%, 42%, and 83% by 2012, 2020, 2030, and 2050, respectively. In addition, the Ho use Bill would establish CO_2 emission performance standards for new coal-fired units that receive an initial permit after January 1, 2009. In September 2009, the Senate Environmental and Public Works Committee voted out the Clean Energy Jobs and American Power Act (Senate Bill). The Senate Bill closely mirrors many elements of the House Bill, but differs in respects as well. The Senate Bill features a more aggressive 20% reduction target by 2020 from 2005 levels compared to the House Bill.

Both the House and Senate Bills are complex, and there are many aspects of the Bills that cannot be reasonably estimated, including the availability and price of allowances and offsets in the market to be established by the Bills. It is also not possible to reasonably project the provisions of greenhouse gas legislation that may ultimately be enacted by Congress. The level of uncertainty regarding the prospects for these Bills has increased in recent months, and no legislation or substantially different legislation may be enacted. Subject to these qualifications and uncertainties and assuming the House Bill becomes law and there is no change in operations, management currently projects that KCP&L and GMO would be allocated up to approximately 60% and 50%, respectively, fewer allowances than needed to cover their projected 2012 CO_2 emissions. The companies would be required to reduce emissions, purchase allowances or offsets, or a combination of both. The companies would seek recovery of compliance costs in rates; however, there is no assurance regarding the timing or amount of compliance costs recovery. The ultimate annual cost of compliance with the Federal RES and the cap and trade program cannot be reasonably estimated at this time, but could be in an initial range of about $300 million to $800 million for Great Plains Energy, including $200 million to $600 million for KCP&L. These potential costs could require electric rate increases initially aggregating about 15% to 45% for Great Plains Energy, including 20% to 50% for KCP&L. As the number of allowances is reduced, and the Federal RES increases over time, the costs and resulting electric rates would increase as well. Additional greenhouse gas bills may be introduced in Congress, but the provisions of any legislation that may be enacted, including when and to what extent such legislation will regulate CO_2 emissions, cannot be determined at this time.

Even if there are no new Congressional mandates, the EPA is proceeding with the regulation of greenhouse gases under the existing Clean Air Act. In April 2010, the EPA finalized greenhouse gas emission standards for light-duty vehicles. These are the first-ever national greenhouse gas emission standards under the Clean Air Act.

In March 2010, the EPA completed its reconsideration of the 2008 interpretative memorandum that addressed when the Clean Air Act Federal Prevention of Significant Deterioration (PSD) program would cover a pollutant, including greenhouse gases such as CO_2. The EPA affirmed the interpretative memorandum's position that PSD permitting applicability for stationary sources such as Great Plains Energy's and KCP&L's generating facilities is not triggered for a pollutant such as CO_2 until a final nationwide rule requires actual control of emissions of the pollutant. The EPA interprets that PSD permitting requirements are triggered when the control requireme nt of the nationwide rule takes effect. The EPA further explained that occurs when the first national rule regulating greenhouse gas takes effect. The rule limiting greenhouse gas emissions for light-duty vehicles will trigger these requirements in January 2011, the earliest date that 2012 vehicles meeting the standards can be sold in the United States. In addition, the EPA explained that this interpretation applies to Title V permitting as well.

In September 2009, the EPA announced a proposed rule that focuses on large facilities emitting over 25,000 tons of greenhouse gas emissions per year. The proposed rule would establish new thresholds for greenhouse gas emissions, defining when Clean Air Act permits under the New Source Review and Title V operating permits programs would be required for new or existing industrial facilities. In February 2010, the EPA announced it is also considering raising the 25,000 tons of greenhouse gas threshold contained in the proposed rule. Most of Great Plains Energy's and KCP&L's generating facilities would be subject to the proposed New Source Review program greenhouse gas provisions. The EPA could also propose rulemaking specific to New Source Performance Standards or other programs as identified in the EPA's July 2008 advanced notice of proposed rulemaking on the ramifications of regulating greenhouse gas emissions under the Clean Air Act. These proposed and potential rules may ultimately regulate greenhouse gas emissions, which may include such emissions from Great Plains Energy's and KCP&L's facilities.

At the state level, a Kansas law enacted in May 2009 requires Kansas public electric utilities, including KCP&L, to have renewable energy generation capacity equal to at least 10% of their three-year average Kansas peak retail demand by 2011. The percentage increases to 15% by 2016 and 20% by 2020. A Missouri law enacted in November 2008 requires at least 2% of the electricity provided by Missouri investor-owned utilities (including KCP&L and GMO) to their Missouri retail customers to come from renewable resources, including wind, solar, biomass and hydropower, by 2011, increasing to 5% in 2014, 10% in 2018, and 15% in 2021, with a small portion (estimated to be about 2MW for each of KCP&L and GMO in 2011) required to come from solar resources. Regulations implementing these laws are being dra fted by the MPSC and KCC, and the ultimate impacts on the companies cannot be reasonably estimated at this time. However, there is a potential that KCP&L could be required to add up to 115MW in additional renewable energy resources, including 2MW of solar resources, by 2011, which could be satisfied through ownership, purchase power agreements or renewable energy credits. In December 2009, KCP&L issued requests for proposals to add up to 300MW of wind generation in the 2010 – 2011 timeframe under purchase power agreements and/or the combination of purchase power agreements and arrangements where KCP&L would own and operate the facilities after development and construction. KCP&L is evaluating the proposals and anticipates entering into a 100MW power purchase agreement for deliveries starting by the end of 2010. Subject to the final MPSC regulations, GMO expects that its existing renewable resources will achieve compliance with the Missouri sta ndards until 2014, except for the solar resources requirement. KCP&L and GMO issued a request for proposals for solar resources, and are evaluating the responses. Additionally, in November 2007, governors from six Midwestern states, including Kansas, signed the Midwestern Greenhouse Gas Reduction Accord, which has established the goal of reducing member states' greenhouse gas emissions to 15% to 20% below 2005 levels by 2020, and 60% to 80% below 2005 levels by 2050.

Ozone NAAQS

In June 2007, monitor data indicated that the Kansas City area violated the 1997 primary eight-hour ozone national ambient air quality standard (NAAQS). Missouri and Kansas have implemented the responses established in the maintenance plans for control of ozone. The responses in both states do not require additional controls at Great Plains Energy's and KCP&L's generation facilities beyond the currently proposed controls for CAIR and BART. The EPA has various options over and above the implementation of the maintenance plans for control of ozone to address the violation but has not yet acted. At this time, management is unable to predict how the EPA will respond or how that response will impact Great Plains Energy's and KCP&L's operations. However, the EPA's response could have a significant effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

In March 2008, the EPA significantly strengthened its NAAQS for ground-level ozone. The EPA revised the primary eight-hour ozone standard, designed to protect public health, to a level of 0.075 parts per million (ppm). The EPA also strengthened the secondary eight-hour ozone standard to the level of 0.075 ppm making it identical to the revised primary standard. The previous primary and secondary standards, set in 1997, were effectively 0.084 ppm.

In March 2009, the MDNR and KDHE submitted to the EPA their determinations that the Kansas City area is a nonattainment area under the 2008 primary eight-hour ozone standard. The EPA will make final designations of attainment and nonattainment areas. By 2013, states must submit state implementation plans outlining how states will reduce ozone to meet the standards in nonattainment areas. Although the impact on Great Plains Energy's and KCP&L's operations will not be known until after the final nonattainment designations and the state implementation plans are submitted, it could have a significant effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

In January 2010, the EPA proposed to reconsider and further strengthen the 2008 NAAQS for ground-level ozone. The EPA proposed to strengthen the primary eight-hour ozone standard to a level within the range of 0.060-0.070 ppm. The EPA also proposed to establish a distinct cumulative, seasonal secondary standard, designed to protect sensitive vegetation and ecosystems, to within the range of 7-15 ppm-hours.

SO_2 NAAQS

In November 2009, the EPA proposed to strengthen the NAAQS for SO_2. The EPA is proposing to revise the primary SO_2 standard to a level between 0.050 and 0.100 ppm measured over 1-hour. The existing primary standards were 0.140 ppm measured over 24-hours and 0.030 ppm measured over an entire year. The EPA also is taking comment on alternative levels for the 1-hour standard up to 0.150 ppm. Although the impact on Great Plains Energy's and KCP&L's operations will not be known until after the final rules are promulgated, nonattainment designations approved and the state implemen tation plans submitted, it could have a significant effect on Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

Montrose Station Notice of Violation

In June 2009, KCP&L received notification from the MDNR alleging that its Montrose Station had excess particulate matter emissions in 2008. KCP&L is working with the MDNR to resolve this issue and management believes the outcome will have an insignificant impact to Great Plains Energy's and KCP&L's results of operations, financial position and cash flows.

Water
The Clean Water Act and associated regulations enacted by the EPA form a comprehensive program to preserve water quality. Like the Clean Air Act, states are required to establish regulations and programs to address all requirements of the Clean Water Act, and have the flexibility to enact more stringent requirements. All of Great Plains Energy's and KCP&L's generating facilities, and certain of their other facilities, are subject to the Clean Water Act.

Section 316(b) of the Clean Water Act is designed to protect aquatic life from being killed or injured by cooling water intake structures. The EPA had previously issued regulations pursuant to Section 316(b) of the Clean Water Act regarding cooling water intake structures. Subsequent to an appellate court ruling, the EPA suspended the regulations and is engaged in further rulemaking on this matter. At this time, management is unable to predict how the EPA will respond or how that response will impact Great Plains Energy's and KCP&L's operations.

KCP&L holds a permit from the MDNR covering water discharge from its Hawthorn Station. The permit authorizes KCP&L, among other things, to withdraw water from the Missouri river for cooling purposes and return the heated water to the Missouri river. KCP&L has applied for a renewal of this permit and the EPA has submitted an interim objection letter regarding the allowable amount of heat that can be contained in the returned water. Until this matter is resolved, KCP&L continues to operate under its current permit. KCP&L cannot predict the outcome of this matter; however, while less significant outcomes are possible, this matter may require KCP&L to reduce its generation at Hawthorn Station, install cooling towers or both, any of which could have a significant impact on KCP &L. The outcome could also affect the terms of water permit renewals at KCP&L's Iatan Station and at GMO's Sibley and Lake Road Stations.

In September 2009, the EPA announced plans to revise the existing standards for water discharges from coal-fired power plants. Until a rule is proposed and finalized, the financial and operational impacts to Great Plains Energy and KCP&L cannot be determined.

Solid Waste
Solid and hazardous waste generation, storage, transportation, treatment and disposal is regulated at the federal and state levels under various laws and regulations. In May 2010, the EPA proposed to regulate coal combustion residuals (CCRs) under the Resource Conservation and Recovery Act (RCRA) to address the risks from the disposal of CCRs generated from the combustion of coal at electric utilities. The EPA is considering two options in this proposal. Under the first proposal, the EPA would regulate CCRs as special wastes subject to regulation under subtitle C of RCRA, when they are destined for disposal in landfills or surface impoundments. Under the second proposal, the EPA would regulate disposal of CCRs under subtitle D of RCRA. The companies principally use coal in generating electricity and dispose of the combustion products in both on-site facilities and facilities owned by third parties. The proposed CCR rule has the potential of having a significant financial and operational impact on Great Plains Energy and KCP&L in connection with achieving compliance with the requirements proposed. However, the financial and operational consequences to Great Plains Energy and KCP&L cannot be determined until an option is selected by the EPA and the final regulation is enacted.

Remediation
Certain federal and state laws, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) hold current and previous owners or operators of real property, and any person who arranges for the disposal or treatment of hazardous substances at a property, liable on a joint and several basis for the costs of cleaning up contamination at or migrating from such real property, even if they did not know of and were not responsible for such contamination. CERCLA and other laws also authorize the EPA and other agencies to issue orders compelling potentially responsible parties to clean up sites that are determined to present an actual or potential threat to human health or the environment. GMO is named as a potentially responsible party at two disposal sites for polychlorinated biphenyls (PCBs), and retains some environmental liability for several operations and investments it no longer owns. In addition, GMO also owns, or has acquired liabilities from

companies that once owned or operated, former manufactured gas plant (MGP) sites, which are subject to the supervision of the EPA and various state environmental agencies.

At March 31, 2010, and December 31, 2009, KCP&L had $0.3 million accrued for environmental remediation expenses, which covers ground water monitoring at a former MGP site. At March 31, 2010, and December 31, 2009, Great Plains Energy had $0.4 million accrued for environmental remediation expenses, which includes the $0.3 million at KCP&L, and additional potential remediation and ground water monitoring costs relating to two GMO sites. The amounts accrued were established on an undiscounted basis and Great Plains Energy and KCP&L do not currently have an estimated time frame over which the accrued amounts may be paid.

In addition to the $0.4 million accrual above, at March 31, 2010, Great Plains Energy had $2.0 million accrued for the future investigation and remediation of certain additional GMO identified MGP sites, PCB sites and retained liabilities. This estimate was based upon review of the potential costs associated with conducting investigative and remedial actions at identified sites, as well as the likelihood of whether such actions will be necessary. This estimate could change materially after further investigation, and could also be affected by the actions of environmental agencies and the financial viability of other potentially responsible parties.

GMO has pursued recovery of remediation costs from insurance carriers and other potentially responsible parties. As a result of a settlement with an insurance carrier, approximately $2.2 million in insurance proceeds less an annual deductible is available to GMO to recover qualified MGP remediation expenses. GMO would seek recovery of additional remediation costs and expenses through rate increases; however, there can be no assurance that such rate increases would be granted.

In January 2010, the EPA announced an advance notice of proposed rulemaking under CERCLA identifying classes of facilities for which the EPA will develop financial assurance requirements, including the electric power generation, transmission and distribution industry. The CERCLA financial assurance would be for risks associated with Great Plains Energy's and KCP&L's production, transportation, treatment, storage or disposal of CERCLA hazardous substances. The impact on Great Plains Energy and KCP&L cannot be determined until the regulations are finalized.

In April 2010, the EPA announced an advance notice of proposed rulemaking for the use and distribution in commerce of certain PCBs, PCB items and certain other areas of the PCB regulations. The EPA is reassessing the use, distribution in commerce, marking, and storage for reuse of liquid PCBs in electric and non-electric equipment and the use of the 50 ppm level for excluded PCB products among other things. The impact on Great Plains Energy and KCP&L cannot be determined until the regulations are finalized.

12. LEGAL PROCEEDINGS

KCP&L Hawthorn No. 5 Litigation
KCP&L received reimbursement for the 1999 Hawthorn No. 5 boiler explosion under a property damage insurance policy with Travelers Property Casualty Company of America (Travelers). Travelers filed suit in the U.S. District Court for the Eastern District of Missouri in November 2005, against National Union Fire Insurance Company of Pittsburgh, Pennsylvania, (National Union) and KCP&L was added as a defendant in June 2006. The case was subsequently transferred to the U.S. District Court for the Western District of Missouri. Travelers sought recovery of $10 million that KCP&L recovered through subrogation litigation. On July 24, 2008, the Court held that Travelers is not entitled to any recovery from KCP&L. Travelers appealed this decision on March 11, 2009, to the Court of Appeals for the Eighth Circuit.

KCP&L Spent Nuclear Fuel and Radioactive Waste
KCP&L and the other two Wolf Creek owners have a lawsuit pending against the United States in the U.S. Court of Federal Claims seeking $14.1 million of damages resulting from the government's failure to begin accepting spent nuclear fuel for disposal in January 1998, as the government was required to do by the Nuclear Waste Policy Act of 1982. Approximately seventy other similar cases were filed with that court, a few of which have

settled. To date, the court has rendered final decisions in several of the cases, most of which are on appeal now. The Wolf Creek case is set for trial in June 2010. Another Federal appellate court has already determined that the government breached its obligation to begin accepting spent fuel for disposal. The questions now before the court in the pending cases are whether and to what extent the utilities are entitled to monetary damages for that breach.

KCP&L Advanced Coal Credit Arbitration

In 2009, KCP&L was served a notice to arbitrate by Empire District Electric Company (Empire), Kansas Electric Cooperative, Inc. (KEPCO) and Missouri Joint Municipal Electric Utility Commission (MJMEUC), joint owners of Iatan No. 2. The joint owners asserted that they are entitled to receive proportionate shares (or the monetary equivalent) of approximately $125 million of qualifying advance coal project credit for Iatan No. 2. As independent entities, the joint owners are taxed separately and the joint owners do not dispute that they did not, in fact, apply for the credits themselves. Notwithstanding this, the joint owners contend that they should receive proportional shares of the credit. This matter was heard by an arbitration panel in November 2009. On December 30, 2009, the pa nel issued its order denying the KEPCO and MJMEUC claims but ordering KCP&L and Empire to jointly seek a reallocation of the tax credit from the IRS giving Empire its representative percentage of the total tax credit, worth approximately $17.7 million. The order further specifies that if the IRS denies the parties' reallocation request or if Empire is allocated less than its proportionate share of the tax credits, KCP&L will be responsible for paying Empire the full value of its representative percentage of the tax credits (less the amount of tax credits, if any, Empire ultimately receives) in cash. KCP&L has recorded a $17.7 million liability in other current liabilities for this matter. KCP&L filed its appeal of the arbitration order on March 31, 2010.

Iatan Levee Litigation

On May 22, 2009, several farmers filed suit against Great Plains Energy and KCP&L in the Circuit Court of Platte County, Missouri, alleging negligence, private nuisance, trespass and violations of the Missouri Crop Protection Act and seeking unspecified compensatory and punitive damages. These allegations stem from flooding at or near the Iatan Station in 2007 and 2008. The farmers allege the flooding was a result of maintenance of a nearby levee. The petition seeks class certification from the courts. Management cannot predict the outcome of this matter.

GMO Price Reporting Litigation

In response to complaints of manipulation of the California energy market, in 2002 FERC issued an order requiring net sellers of power in the California markets from October 2, 2000, through June 20, 2001, at prices above a FERC determined competitive market clearing price to make refunds to net purchasers of power in the California market during that time period. Because MPS Merchant was a net purchaser of power during the refund period it has received approximately $8 million in refunds. MPS Merchant estimates that it is entitled to approximately $12 million in additional refunds under the standards FERC has used in this case. FERC has stated that interest will be applied to the refunds but the amount of interest has not yet been determined. However, various parties appealed the FERC order to the United States Court of Appeals for the Ninth Circuit seeking review of a number of issues, including changing the refund period to include periods prior to October 2, 2000. MPS Merchant was a net seller of power during the period prior to October 2, 2000. On August 2, 2006, the U.S. Court of Appeals for the Ninth Circuit issued an order finding, among other things, that FERC did not provide a sufficient justification for refusing to exercise its remedial authority under the Federal Power Act to determine whether market participants violated FERC-approved tariffs during the period prior to October 2, 2000, and imposing a remedy for any such violations. The court remanded the matter to FERC to determine whether tariff violations occurred and, if so, the appropriate remedy. In March 2008, FERC issued an order declining to order refunds for the period prior to October 2, 2000. That order has been appealed to the U.S. Court of Appeals for t he Ninth Circuit. If FERC ultimately includes that period, MPS Merchant could be found to owe refunds.

FERC initiated a docket, generally referred to as the Pacific Northwest refund proceeding, to determine if any refunds were warranted related to the potential impact of the California market issues on buyers in the Pacific Northwest between December 25, 2000, and June 20, 2001. FERC rejected the refund requests, but its decision was remanded by the Court of Appeals for FERC to consider whether any acts of market manipulation support the imposition of refunds. Claims against MPS Merchant total $5.1 million.

On October 6, 2006, the MPSC filed suit in the Circuit Court of Jackson County, Missouri against 18 companies, including GMO and MPS Merchant alleging that the companies manipulated natural gas prices through the misreporting of natural gas trade data and, therefore, violated Missouri antitrust laws. The suit does not specify alleged damages and was filed on behalf of all local distribution gas companies in Missouri who bought and sold natural gas from June 2000 to October 2002. The defendants' motions to dismiss the case were granted in January 2009. The MPSC has appealed the dismissal to the Missouri Court of Appeals for the Western District of Missouri. In December 2009, the court affirmed the dismissal and the MPSC filed a request for rehearing or, in the alternative, transfer to the M issouri Supreme Court. The Supreme Court accepted the transfer in April 2010.

The ultimate outcome of these matters cannot be predicted.

13. RELATED PARTY TRANSACTIONS AND RELATIONSHIPS

KCP&L employees manage GMO's business and operate its facilities at cost. These costs totaled $27.1 million and $25.0 million, respectively, for the three months ended March 31, 2010 and 2009. Additionally, KCP&L and GMO engage in wholesale electricity transactions with each other. KCP&L and GMO are also authorized to participate in the Great Plains Energy money pool, an internal financing arrangement in which funds may be lent on a short-term basis to KCP&L and GMO. The following table summarizes KCP&L's related party receivables and payables.

	March 31 2010	**December 31 2009**
	(millions)	
Receivable from GMO	$ 5.1	$ 26.4
Payable to Services	(0.1)	(0.2)
Receivable from Great Plains Energy	14.6	15.1
Receivable from MPS Merchant	1.0	0.9

14. DERIVATIVE INSTRUMENTS

Great Plains Energy and KCP&L are exposed to a variety of market risks including interest rates and commodity prices. Management has established risk management policies and strategies to reduce the potentially adverse effects that the volatility of the markets may have on Great Plains Energy's and KCP&L's operating results. Commodity risk management activities, including the use of certain derivative instruments, are subject to the management, direction and control of an internal risk management committee. Management's interest rate risk management strategy uses derivative instruments to adjust Great Plains Energy's and KCP&L's liability portfolio to optimize the mix of fixed and floating rate debt within an established range. In addition, Great Plains Energy and KCP&L use derivative instruments to hedge against future interest rate fluctuations on anticipated debt issuances. Management maintains commodity price risk management strategies that use derivative instruments to reduce the effects of fluctuations in fuel expense caused by commodity price volatility. Counterparties to commodity derivatives and interest rate swap agreements expose Great Plains Energy and KCP&L to credit loss in the event of nonperformance. This credit loss is limited to the cost of replacing these contracts at current market rates. Derivative instruments, excluding those instruments that qualify for the normal purchase normal sale election, which are accounted for by accrual accounting, are recorded on the balance sheet at fair value as an asset or liability. Changes in the fair value of derivative instruments are recognized currently in net income unless specific hedge accounting criteria are met, except GMO utility o perations hedges that are recorded to a regulatory asset or liability consistent with MPSC regulatory orders, as discussed below.

Great Plains Energy and KCP&L have posted collateral, in the normal course of business, for the aggregate fair value of all derivative instruments with credit risk-related contingent features that are in a liability position. If the credit risk-related contingent features underlying these agreements were triggered, Great Plains Energy and KCP&L would be required to post an insignificant amount of collateral to its counterparties.

Interest Rate Risk Management

In December 2009, Great Plains Energy entered into a Forward Starting Swap (FSS) with a notional amount of $100.0 million and in January 2010 entered into another FSS with a notional amount of $25.0 million, both to hedge against interest rate fluctuations on debt anticipated to be issued in 2010. The two FSS remove a portion of the interest rate variability on $125.0 million of the debt expected to be issued thereby enabling Great Plains Energy to predict with greater assurance its future interest costs on that debt. The two FSS are treated as cash flow hedges with no ineffectiveness recorded for the three months ended March 31, 2010. At March 31, 2010, a $2.4 million loss was recorded in OCI for the two FSS.

Also in December 2009, Great Plains Energy entered into three FSS with a total notional amount of $262.5 million and in January 2010 entered into two additional FSS with a notional amount of $87.5 million to hedge against interest rate fluctuations on debt anticipated to be issued in 2011. The five FSS remove a portion of the interest rate variability on $350.0 million of the debt expected to be issued thereby enabling Great Plains Energy to predict with greater assurance its future interest costs on that debt. The five FSS are treated as cash flow hedges with no ineffectiveness for the three months ended March 31, 2010. At March 31, 2010, a $5.7 million loss was recorded in OCI for the five FSS.

In March 2009, KCP&L issued $400.0 million of long-term debt and settled three FSS simultaneously with the issuance of this long-term fixed rate debt. No ineffectiveness was recorded on the three FSS in 2009. A pre-tax loss of $53.4 million was recorded to OCI and is being reclassified to interest expense over the life of the ten-year debt. For the three months ended March 31, 2010, $1.3 million of the loss was reclassified from OCI to interest expense.

Commodity Risk Management

KCP&L's risk management policy is to use derivative instruments to mitigate its exposure to market price fluctuations on a portion of its projected natural gas purchases to meet generation requirements for retail and firm wholesale sales. At March 31, 2010, KCP&L has hedged 57% and 8%, respectively, of the 2010 and 2011 projected natural gas usage for retail load and firm MWh sales, primarily by utilizing futures contracts and financial instruments. The fair values of these instruments are recorded as derivative assets or liabilities with an offsetting entry to OCI for the effective portion of the hedge. To the extent the hedges are not effective, any ineffective portion of the change in fair market value would be recorded currently in fuel expense. KCP&L has not recorded any i neffectiveness on natural gas hedges for the three months ended March 31, 2010 and 2009.

KCP&L uses derivative instruments to mitigate its exposure to market price fluctuations on a portion of the projected fuel oil purchases to meet the startup requirements for Iatan No. 2. At March 31, 2010, KCP&L has hedged 24% of the projected fuel oil purchases for the startup of Iatan No. 2 utilizing futures contracts. The fair values of these instruments are recorded as derivative assets or liabilities with an offsetting entry to OCI for the effective portion of the hedge. To the extent the hedges are not effective, any ineffective portion of the change in fair market value would be recorded as a cost of the construction of Iatan No. 2. KCP&L has not recorded any ineffectiveness on fuel oil hedges for the three months ended March 31, 2010 and 2009.

GMO's risk management policy is to use derivative instruments to mitigate price exposure to natural gas price volatility in the market. The fair value of the portfolio relates to financial contracts that will settle against actual purchases of natural gas and purchased power. At March 31, 2010, GMO had financial contracts in place to hedge approximately 61% and 14% of the expected on-peak natural gas and natural gas equivalent purchased power price exposure for the remainder of 2010 and 2011, respectively. In connection with GMO's 2005 Missouri electric rate case, it was agreed that the settlement costs of these contracts would be recognized in fuel expense. The settlement costs are included in GMO's FAC. A regulatory asset has been recorded to reflect the change in the timing of recognition authorized by the MPSC. To the extent that recovery of actual costs incurred is allowed, amounts will not impact earnings, but will impact cash flows due to the timing of the recovery mechanism.

MPS Merchant manages the daily delivery of its remaining contractual commitments with economic hedges (non-hedging derivatives) to reduce its exposure to changes in market prices. Within the trading portfolio, MPS Merchant takes certain positions to hedge physical sale or purchase contracts. MPS Merchant records the fair value of trading energy contracts, both physical and financial, as derivative assets or liabilities with an offsetting entry to Great Plains Energy's consolidated statements of income.

The notional and recorded fair values of the companies' open positions for derivative instruments are summarized in the following table. The fair values of these derivatives are recorded on the consolidated balance sheets. The fair values below are gross values before netting agreements and netting of cash collateral.

	March 31 2010		**December 31 2009**	
	Notional Contract Amount	**Fair Value**	**Notional Contract Amount**	**Fair Value**
Great Plains Energy		(millions)		
Futures contracts				
Cash flow hedges	$ 3.2	$ (0.2)	$ 3.2	$ -
Non-hedging derivatives	24.8	(5.5)	29.8	(0.9)
Forward contracts				
Non-hedging derivatives	259.4	11.1	234.4	9.1
Option contracts				
Cash flow hedges	2.3	-	2.3	0.2
Anticipated debt issuance				
Forward starting swaps	475.0	(8.1)	362.5	(0.7)
KCP&L				
Future contracts				
Cash flow hedges	3.2	(0.2)	3.2	-
Option contracts				
Cash flow hedges	2.3	-	2.3	0.2

The fair value of Great Plains Energy's and KCP&L's open derivative positions are summarized in the following tables. The tables contain derivative instruments designated as hedging instruments as well as derivative instruments not designated as hedging instruments (non-hedging derivatives) under GAAP. The fair values below are gross values before netting agreements and netting of cash collateral.

Great Plains Energy

March 31, 2010	**Balance Sheet Classification**	**Asset Derivatives Fair Value**	**Liability Derivatives Fair Value**
Derivatives Designated as Hedging Instruments		(millions)	
Commodity contracts	Derivative instruments	$ 0.5	$ 0.7
Interest rate contracts	Derivative instruments	-	8.1
Derivatives Not Designated as Hedging Instruments			
Commodity contracts	Derivative instruments	11.5	5.9
Total Derivatives		$ 12.0	$ 14.7
December 31, 2009			
Derivatives Designated as Hedging Instruments			
Commodity contracts	Derivative instruments	$ 0.4	$ 0.2
Interest rate contracts	Derivative instruments	-	0.7
Derivatives Not Designated as Hedging Instruments			
Commodity contracts	Derivative instruments	9.9	1.7
Total Derivatives		$ 10.3	$ 2.6

KCP&L

March 31, 2010	**Balance Sheet Classification**	**Asset Derivatives Fair Value**	**Liability Derivatives Fair Value**
Derivatives Designated as Hedging Instruments		(millions)	
Commodity contracts	Derivative instruments	$ 0.5	$ 0.7
December 31, 2009			
Derivatives Designated as Hedging Instruments			
Commodity contracts	Derivative instruments	$ 0.4	$ 0.2

The following tables summarize the amount of gain (loss) recognized in OCI or earnings for interest rate and commodity hedges.

Great Plains Energy

Derivatives in Cash Flow Hedging Relationship

		Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
Three Months Ended March 31, 2010	**Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)**	**Income Statement Classification**	**Amount**
	(millions)		(millions)
Interest rate contracts	$ (7.4)	Interest Charges	$ (2.3)
Commodity contracts	(0.4)	Fuel	-
Income Taxes	3.1	Income Tax Expense	0.9
Total	$ (4.7)	Total	$ (1.4)
Three Months Ended March 31, 2009			
Interest rate contracts	$ 1.0	Interest Charges	$ (1.1)
Commodity contracts	(1.0)	Fuel	-
Income Taxes	-	Income Tax Expense	0.3
Total	$ -	Total	$ (0.8)

KCP&L

Derivatives in Cash Flow Hedging Relationship

		Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
Three Months Ended March 31, 2010	**Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)**	**Income Statement Classification**	**Amount**
	(millions)		(millions)
Interest rate contracts	$ -	Interest Charges	$ (2.2)
Commodity contracts	(0.4)	Fuel	-
Income Taxes	0.2	Income Tax Expense	0.9
Total	$ (0.2)	Total	$ (1.3)
Three Months Ended March 31, 2009			
Interest rate contracts	$ 1.0	Interest Charges	$ (1.0)
Commodity contracts	(1.0)	Fuel	-
Income Taxes	-	Income Tax Expense	0.4
Total	$ -	Total	$ (0.6)

The following table summarizes the amount of gain (loss) recognized in a regulatory balance sheet account or earnings for GMO utility commodity hedges. GMO utility commodity derivatives fair value changes are recorded to either a regulatory asset or liability consistent with MPSC regulatory orders.

Great Plains Energy

Derivatives in Regulatory Account Relationship

		Gain (Loss) Reclassified from Regulatory Account	
Three Months Ended March 31, 2010	**Amount of Gain (Loss) Recognized in Regulatory Account on Derivatives (Effective Portion)**	**Income Statement Classification**	**Amount**
	(millions)		(millions)
Commodity contracts	$ (6.3)	Fuel	$ (2.2)
Total	$ (6.3)	Total	$ (2.2)
Three Months Ended March 31, 2009			
Commodity contracts	$ (11.8)	Fuel	$ (3.1)
Total	$ (11.8)	Total	$ (3.1)

Great Plains Energy's income statement reflects gains (losses) for the change in fair value of the MPS Merchant commodity contract derivatives not designated as hedging instruments of $2.0 million and $(0.1) million, respectively, for the three months ended March 31, 2010 and 2009.

The amounts recorded in accumulated OCI related to the cash flow hedges are summarized in the following table.

	Great Plains Energy		KCP&L	
	March 31 2010	**December 31 2009**	**March 31 2010**	**December 31 2009**
	(millions)			
Current assets	$ 13.2	$ 13.3	$ 13.2	$ 13.3
Current liabilities	(85.0)	(84.9)	(79.3)	(81.2)
Noncurrent liabilities	(5.8)	(0.5)	(0.1)	-
Deferred income taxes	30.2	28.0	25.8	26.4
Total	$ (47.4)	$ (44.1)	$ (40.4)	$ (41.5)

Great Plains Energy's accumulated OCI in the table above at March 31, 2010, includes $11.1 million that is expected to be reclassified to expense over the next twelve months. KCP&L's accumulated OCI includes $9.3 million that is expected to be reclassified to expense over the next twelve months.

15. FAIR VALUE MEASUREMENTS

GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. GAAP establishes a fair value hierarchy, which prioritizes the inputs to valuation techniques used to measure fair value into three broad categories, giving the highest priority to quoted prices in active markets for identical assets or liabilities and lowest priority to unobservable inputs. A definition of the various levels, as well as discussion of the various measurements within the levels, is as follows:

Level 1 – Unadjusted quoted prices for identical assets or liabilities in active markets that Great Plains Energy and KCP&L have access to at the measurement date. Assets categorized within this level consist of Great Plains

Energy's and KCP&L's various exchange traded derivative instruments and equity and U.S. Treasury securities that are actively traded within KCP&L's decommissioning trust fund and GMO's SERP rabbi trust fund.

Level 2 – Market-based inputs for assets or liabilities that are observable (either directly or indirectly) or inputs that are not observable but are corroborated by market data. Assets and liabilities categorized within this level consist of Great Plains Energy's and KCP&L's various non-exchange traded derivative instruments traded in over-the-counter markets and certain debt securities within KCP&L's decommissioning trust fund and GMO's SERP rabbi trust fund.

Level 3 – Unobservable inputs, reflecting Great Plains Energy's and KCP&L's own assumptions about the assumptions market participants would use in pricing the asset or liability. Assets categorized within this level consist of Great Plains Energy's various non-exchange traded derivative instruments traded in over-the-counter markets and certain debt securities within KCP&L's decommissioning trust fund for which sufficiently observable market data is not available to corroborate the valuation inputs.

The following tables include Great Plains Energy's and KCP&L's balances of financial assets and liabilities measured at fair value on a recurring basis at March 31, 2010, and December 31, 2009.

			Fair Value Measurements Using		
Description	**March 31 2010**	**Netting[d]**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
KCP&L			(millions)		
Assets					
Derivative instruments [a]	$ -	$ (0.5)	$ 0.3	$ 0.2	$ -
Nuclear decommissioning trust [b]					
Equity securities	76.8	-	76.8	-	-
Debt securities					
U.S. Treasury	10.9	-	10.9	-	-
U.S. Agency	3.5	-	-	3.5	-
State and local obligations	2.3	-	-	2.3	-
Corporate bonds	20.0	-	-	20.0	-
Foreign governments	0.7	-	-	0.7	-
Other	0.5	-	-	0.5	-
Total nuclear decommissioning trust	114.7	-	87.7	27.0	-
Total	114.7	(0.5)	88.0	27.2	-
Liabilities					
Derivative instruments [a]	-	(0.7)	0.4	0.3	-
Total	$ -	$ (0.7)	$ 0.4	$ 0.3	$ -
Other Great Plains Energy					
Assets					
Derivative instruments [a]	$ 11.1	$ (0.4)	$ 0.4	$ 5.7	$ 5.4
SERP rabbi trust [c]					
Equity securities	0.2	-	0.2	-	-
Debt securities	6.9	-	-	6.9	-
Total SERP rabbi trust	7.1	-	0.2	6.9	-
Total	18.2	(0.4)	0.6	12.6	5.4
Liabilities					
Derivative instruments [a]	8.1	(5.9)	5.9	8.1	-
Total	$ 8.1	$ (5.9)	$ 5.9	$ 8.1	$ -
Great Plains Energy					
Assets					
Derivative instruments [a]	$ 11.1	$ (0.9)	$ 0.7	$ 5.9	$ 5.4
Nuclear decommissioning trust [b]	114.7	-	87.7	27.0	-
SERP rabbi trust [c]	7.1	-	0.2	6.9	-
Total	132.9	(0.9)	88.6	39.8	5.4
Liabilities					
Derivative instruments [a]	8.1	(6.6)	6.3	8.4	-
Total	$ 8.1	$ (6.6)	$ 6.3	$ 8.4	$ -

Description	December 31 2009	Netting[d]	Fair Value Measurements Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
KCP&L			(millions)		
Assets					
Derivative instruments [a]	$ 0.2	$ (0.2)	$ 0.2	$ 0.2	$ -
Nuclear decommissioning trust [b]					
Equity securities	44.5	-	44.5	-	-
Debt securities					
U.S. Treasury	11.2	-	11.2	-	-
U.S. Agency	3.5	-	-	3.5	-
State and local obligations	3.1	-	-	2.9	0.2
Corporate bonds	18.9	-	-	18.9	-
Foreign governments	0.7	-	-	0.7	-
Other	1.2	-	-	1.2	-
Total nuclear decommissioning trust	83.1	-	55.7	27.2	0.2
Total	83.3	(0.2)	55.9	27.4	0.2
Liabilities					
Derivative instruments [a]	-	(0.2)	-	0.2	-
Total	$ -	$ (0.2)	$ -	$ 0.2	$ -
Other Great Plains Energy					
Assets					
Derivative instruments [a]	$ 9.2	$ (0.7)	$ 0.7	$ 5.1	$ 4.1
SERP rabbi trust [c]					
Equity securities	0.2	-	0.2	-	-
Debt securities	6.9	-	-	6.9	-
Total SERP rabbi trust	7.1	-	0.2	6.9	-
Total	16.3	(0.7)	0.9	12.0	4.1
Liabilities					
Derivative instruments [a]	0.8	(1.6)	1.6	0.8	-
Total	$ 0.8	$ (1.6)	$ 1.6	$ 0.8	$ -
Great Plains Energy					
Assets					
Derivative instruments [a]	$ 9.4	$ (0.9)	$ 0.9	$ 5.3	$ 4.1
Nuclear decommissioning trust [b]	83.1	-	55.7	27.2	0.2
SERP rabbi trust [c]	7.1	-	0.2	6.9	-
Total	99.6	(0.9)	56.8	39.4	4.3
Liabilities					
Derivative instruments [a]	0.8	(1.8)	1.6	1.0	-
Total	$ 0.8	$ (1.8)	$ 1.6	$ 1.0	$ -

(a) The fair value of derivative instruments is estimated using market quotes, over-the-counter forward priced and volatility curves and correlations among fuel prices, net of estimated credit risk.
(b) Fair value is based on quoted market prices of the investments held by the fund and/or valuation models. The total does not include $3.1 million and $29.4 million at March 31, 2010, and December 31, 2009, respectively, of cash and cash equivalents, which are not subject to the fair value requirements.
(c) Fair value is based on quoted market prices of the investments held by the fund and/or valuation models. The total does not include $15.7 million and $16.2 million at March 31, 2010, and December 31, 2009, respectively, of cash and cash equivalents, which are not subject to the fair value requirements.
(d) Represents the difference between derivative contracts in an asset or liability position presented on a net basis by counterparty on the consolidated balance sheet where a master netting agreement exists between the Company and the counterparty. At March 31, 2010, and December 31, 2009, Great Plains Energy netted $5.7 million and $0.9 million, respectively, of cash collateral posted with counterparties.

The following tables reconcile the beginning and ending balances for all level 3 assets and liabilities, net measured at fair value on a recurring basis for the three months ended March 31, 2010 and 2009.

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)			
	KCP&L	**Other Great Plains Energy**	**Great Plains Energy**
Description	**State & Local Obligations**	**Derivative Instruments**	**Total**
		(milllions)	
Balance January 1, 2010	$ 0.2	$ 4.1	$ 4.3
Total realized/unrealized gains or (losses)			
Included in non-operating income	-	(2.5)	(2.5)
Sales	(0.2)	-	(0.2)
Settlements	-	3.8	3.8
Balance March 31, 2010	$ -	$ 5.4	$ 5.4
Total unrealized gains and (losses) included in non-operating income relating to assets and liabilities still on the consolidated balance sheet at March 31, 2010	$ -	$ 1.5	$ 1.5

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)	KCP&L	Other Great Plains Energy	Great Plains Energy
Description	**Nuclear Decommissioning Trust**	**Derivative Instruments**	**Total**
		(millions)	
Balance January 1, 2009	$ 6.8	$ 3.8	$ 10.6
Total realized/unrealized gains or (losses)			
Included in regulatory liability	0.1	(0.6)	(0.5)
Purchases, issuances, and settlements	-	(0.6)	(0.6)
Transfers in and/or out of Level 3	(0.1)	-	(0.1)
Balance March 31, 2009	$ 6.8	$ 2.6	$ 9.4
Total unrealized gains and (losses) included in non-operating income relating to assets and liabilities still on the consolidated balance sheet at March 31, 2009	$ -	$ (1.2)	$ (1.2)

16. TAXES

Components of income tax expense (benefit) are detailed in the following tables.

Great Plains Energy Three Months Ended March 31	2010	2009
Current income taxes	(millions)	
Federal	$ (0.8)	$ (5.3)
State	0.8	(1.4)
Total	-	(6.7)
Deferred income taxes		
Federal	3.8	(22.4)
State	0.9	(0.8)
Total	4.7	(23.2)
Noncurrent income taxes		
Federal	0.8	(1.6)
State	0.2	(0.2)
Foreign	0.3	(2.1)
Total	1.3	(3.9)
Investment tax credit		
Deferral	4.2	8.1
Amortization	(0.5)	(0.6)
Total	3.7	7.5
Income tax expense (benefit)	$ 9.7	$ (26.3)

KCP&L		
Three Months Ended March 31	**2010**	**2009**
Current income taxes	(millions)	
Federal	$ 16.2	$ (0.2)
State	3.1	(0.1)
Total	19.3	(0.3)
Deferred income taxes		
Federal	(14.4)	(8.8)
State	(1.7)	0.2
Total	(16.1)	(8.6)
Noncurrent income taxes		
Federal	0.5	(1.3)
State	0.1	(0.1)
Total	0.6	(1.4)
Investment tax credit		
Deferral	4.2	8.1
Amortization	(0.4)	(0.4)
Total	3.8	7.7
Total	$ 7.6	$ (2.6)

Income Tax Expense (Benefit) and Effective Income Tax Rates
Income tax expense (benefit) and the effective income tax rates reflected in the financial statements and the reasons for their differences from the statutory federal rates are detailed in the following tables.

Great Plains Energy	**Income Tax Expense (Benefit)**		**Income Tax Rate**	
Three Months Ended March 31	**2010**	**2009**	**2010**	**2009**
	(millions)			
Federal statutory income tax	$ 10.5	$ (1.6)	35.0 %	35.0 %
Differences between book and tax depreciation not normalized	(2.6)	(3.5)	(8.6)	75.0
Amortization of investment tax credits	(0.5)	(0.6)	(1.8)	11.9
Federal income tax credits	(1.9)	(2.5)	(6.5)	55.0
State income taxes	0.9	(0.6)	3.1	12.5
Medicare Part D subsidy legislation	2.8	-	9.4	-
Changes in uncertain tax positions, net	0.3	(74.1)	1.1	1,599.4
Valuation allowance	-	56.0	-	(1,209.4)
Other	0.2	0.6	0.3	(10.5)
Total	$ 9.7	$ (26.3)	32.0 %	568.9 %

KCP&L Three Months Ended March 31	Income Tax Expense (Benefit) 2010	 2009	Income Tax Rate 2010	 2009
	(millions)			
Federal statutory income tax	$ 9.4	$ 2.0	35.0 %	35.0 %
Differences between book and tax depreciation not normalized	(2.1)	(2.3)	(7.8)	(39.5)
Amortization of investment tax credits	(0.4)	(0.4)	(1.3)	(6.1)
Federal income tax credits	(1.9)	(2.3)	(7.2)	(39.4)
State income taxes	0.7	-	2.6	(0.2)
Medicare Part D subsidy legislation	2.8	-	10.5	-
Changes in uncertain tax positions, net	-	0.1	-	0.8
Other	(0.9)	0.3	(3.5)	5.5
Total	$ 7.6	$ (2.6)	28.3 %	(43.9) %

Advanced Coal Credit

In April 2008, KCP&L was notified that its application filed in 2007 for $125.0 million in advanced coal investment tax credits (ITC) was approved by the IRS. The credit is based on the amount of expenses incurred on the construction of Iatan No. 2. Additionally, in order to meet the advanced clean coal standards and avoid forfeiture and/or the recapture of tax credits in the future, KCP&L must meet or exceed certain environmental performance standards for at least five years once the plant is placed in service.

Great Plains Energy and KCP&L recognized deferred federal tax benefits of $4.2 million and $8.1 million for the three months ended March 31, 2010 and 2009, respectively. However, tax laws require KCP&L to reduce income tax expense for ratemaking and financial statement purposes ratably over the life of the plant. Therefore, Great Plains Energy and KCP&L concurrently recognized a separate deferred advanced coal ITC expense to offset the current and deferred federal tax benefit. At March 31, 2010, and December 31, 2009, Great Plains Energy and KCP&L had $115.6 million and $111.4 million, respectively, of deferred advanced coal ITC. Great Plains Energy and KCP&L will recognize the tax benefits of the ITC over the life of the plant once it is placed in service. See Not e 12 for a related legal proceeding.

Uncertain Tax Positions

At March 31, 2010, and December 31, 2009, Great Plains Energy had $52.6 million and $51.4 million, respectively, of liabilities related to unrecognized tax benefits. Of these amounts, $17.6 million at March 31, 2010, and $17.3 million at December 31, 2009, are expected to impact the effective tax rate if recognized.

At March 31, 2010, and December 31, 2009, KCP&L had $21.4 million and $20.9 million, respectively, of liabilities related to unrecognized tax benefits. Of these amounts, $0.4 million at March 31, 2010, and December 31, 2009, are expected to impact the effective tax rate if recognized.

The following table reflects activity for Great Plains Energy and KCP&L related to the liability for unrecognized tax benefits.

	Great Plains Energy		KCP&L	
	March 31 2010	December 31 2009	March 31 2010	December 31 2009
		(millions)		
Beginning balance	$ 51.4	$ 97.3	$ 20.9	$ 17.6
Additions for current year tax positions	1.3	13.2	0.9	3.9
Additions for prior year tax positions	-	8.2	-	3.0
Additions for GMO prior year tax positions	-	11.6	-	-
Reductions for prior year tax positions	(0.4)	(1.3)	(0.4)	(0.8)
Settlements	-	(76.7)	-	(2.2)
Statute expirations	-	(0.7)	-	(0.6)
Foreign currency translation adjustments	0.3	(0.2)	-	-
Ending balance	$ 52.6	$ 51.4	$ 21.4	$ 20.9

Great Plains Energy and KCP&L recognize interest accrued related to unrecognized tax benefits in interest expense and recognize penalties related to unrecognized tax benefits in non-operating expenses. At March 31, 2010, and December 31, 2009, accrued interest related to unrecognized tax benefits for Great Plains Energy was $6.4 million and $5.9 million, respectively. Amounts accrued for penalties related to unrecognized tax benefits were $1.1 million at March 31, 2010 and December 31, 2009. KCP&L had accrued interest related to unrecognized tax benefits of $1.8 million and $1.7 million at March 31, 2010, and December 31, 2009, respectively. Amounts accrued for penalties related to unrecognized tax benefits for KCP&L are insignificant.

The IRS is currently auditing Great Plains Energy and its subsidiaries for the 2005-2008 tax years and the Company is protesting an audit assessment by the Canada Revenue Authority (CRA) against a former GMO subsidiary for the 2002 tax year. The Company estimates that it is reasonably possible that $5.1 million for Great Plains Energy and $4.9 million for KCP&L of unrecognized tax benefits may be recognized in the next twelve months due to statute expirations or settlement agreements with tax authorities.

17. SEGMENTS AND RELATED INFORMATION

Great Plains Energy

Great Plains Energy has one reportable segment based on its method of internal reporting, which generally segregates reportable segments based on products and services, management responsibility and regulation. The one reportable business segment is electric utility, consisting of KCP&L and GMO's regulated utility operations. Other includes GMO activity other than its regulated utility operations, Services, KLT Inc., unallocated corporate charges, consolidating entries and intercompany eliminations. Intercompany eliminations include insignificant amounts of intercompany financing-related activities. The summary of significant accounting policies applies to the reportable segment. Segment performance is evaluated based on net income attributable to Great Plains Energy.

The following tables reflect summarized financial information concerning Great Plains Energy's reportable segment.

Three Months Ended March 31, 2010	Electric Utility	Other	Great Plains Energy
		(millions)	
Operating revenues	$ 506.9	$ -	$ 506.9
Depreciation and amortization	(82.2)	-	(82.2)
Interest charges	(36.2)	(10.3)	(46.5)
Income tax (expense) benefit	(11.6)	1.9	(9.7)
Net income (loss)	24.9	(4.6)	20.3

Three Months Ended March 31, 2009	Electric Utility	Other	Great Plains Energy
		(millions)	
Operating revenues	$ 419.2	$ -	$ 419.2
Depreciation and amortization	(69.0)	-	(69.0)
Interest charges	(34.3)	(3.0)	(37.3)
Income tax benefit	5.8	20.5	26.3
Loss from equity investments	-	(0.1)	(0.1)
Net income	7.4	14.3	21.7

	Electric Utility	Other	Eliminations	Great Plains Energy
March 31, 2010		(millions)		
Assets	$ 8,905.8	$ 100.3	$ (421.6)	$ 8,584.5
Capital expenditures [a]	176.9	-	-	176.9
December 31, 2009				
Assets	$ 8,765.3	$ 152.5	$ (435.0)	$ 8,482.8
Capital expenditures [a]	841.3	-	-	841.3

[a] Capital expenditures reflect year to date amounts for the periods presented.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GREAT PLAINS ENERGY INCORPORATED

EXECUTIVE SUMMARY

Description of Business
Great Plains Energy is a public utility holding company and does not own or operate any significant assets other than the stock of its subsidiaries. Great Plains Energy's direct subsidiaries are KCP&L, GMO, KLT Inc. and Services. Great Plains Energy's sole reportable business segment is electric utility.

Electric utility consists of KCP&L, a regulated utility, and GMO's regulated utility operations, which include its Missouri Public Service and St. Joseph Light & Power divisions. Electric utility has over 6,000 MWs of generating capacity and engages in the generation, transmission, distribution and sale of electricity to over 820,000 customers in the states of Missouri and Kansas. Electric utility's retail electricity rates are below the national average of investor-owned utilities.

Earnings Overview
Great Plains Energy's earnings available for common shareholders for the three months ended March 31, 2010, were $19.9 million or $0.15 per share compared to $21.3 million, or $0.18 per share, for the same period in 2009. Electric utility's net income increased $17.5 million primarily driven by an increase in gross margins due to new retail rates partially offset by increased operations and maintenance expense driven by planned plant outages and increased depreciation and amortization expense due to additional regulatory amortization pursuant to KCP&L's 2009 rate cases and depreciation from placing the Iatan No. 1 environmental equipment in service in April 2009. Great Plains Energy's corporate and other activities had a loss of $5.0 million for the three months ended March 31, 2010, compa red to income of $13.9 million for the same period in 2009. First quarter 2010 reflects $4.6 million of after-tax interest expense for Equity Units issued in May 2009 and first quarter 2009 reflects a $16.0 million tax benefit due to the settlement of GMO's 2003-2004 tax audit.

Comprehensive Energy Plan – Iatan No. 2
In April of 2010, Great Plains Energy and KCP&L announced the results of a cost and schedule reforecast for Iatan No. 2. Based on the results of the reforecast process, the Company currently projects a fourth quarter 2010 in-service date for Iatan No. 2. The current and previous cost estimate ranges are shown in the following table. The cost estimate ranges do not include allowance for funds used during construction or the cost of common facilities that were identified at the time of the start-up of the Iatan No. 1 environmental project that will be used by both Iatan No. 1 and Iatan No. 2.

	Current Estimate Range			Previous Estimate Range			Change		
				(millions)					
Great Plains Energy's 73% share of Iatan No. 2	$ 1,222	-	$ 1,251	$ 1,153	-	$ 1,201	$ 69	-	$ 50
KCP&L's 55% share of Iatan No. 2	919	-	941	868	-	904	51	-	37

The increase in the cost estimate ranges is primarily due to the shift in the expected in-service date, the impact of lower wholesale prices on expected test power revenues that offset construction cost, and a level of contingency management considers appropriate in light of recent start-up events encountered at other coal plants under construction.

KCP&L currently expects that the rates to be set in its pending Kansas rate case will be effective late in the fourth quarter of 2010 or early first quarter of 2011. KCP&L and GMO expect to file rate cases in Missouri in the second quarter of 2010 to include costs related to Iatan No. 2, upgrades to the transmission and distribution system to improve reliability and overall increased costs of service. Any authorized changes to retail rates are expected to be effective in the second quarter of 2011.

RELATED PARTY TRANSACTIONS

See Note 13 to the consolidated financial statements for information regarding related party transactions.

ENVIRONMENTAL MATTERS

See Note 11 to the consolidated financial statements for information regarding environmental matters.

GREAT PLAINS ENERGY RESULTS OF OPERATIONS

The following table summarizes Great Plains Energy's comparative results of operations.

Three Months Ended March 31	2010	2009
	(millions)	
Operating revenues	$ 506.9	$ 419.2
Fuel	(101.8)	(87.6)
Purchased power	(65.5)	(57.2)
Transmission of electricity by others	(5.6)	(6.0)
Gross margin [(a)]	334.0	268.4
Other operating expenses	(189.8)	(178.5)
Depreciation and amortization	(82.2)	(69.0)
Operating income	62.0	20.9
Non-operating income and expenses	14.5	11.9
Interest charges	(46.5)	(37.3)
Income tax (expense) benefit	(9.7)	26.3
Loss from equity investments	-	(0.1)
Net income	20.3	21.7
Preferred dividends	(0.4)	(0.4)
Earnings available for common shareholders	$ 19.9	$ 21.3

[(a)] Gross margin is a non-GAAP measure. See explanation below.

Great Plains Energy's earnings available for common shareholders for the three months ended March 31, 2010, decreased to $19.9 million, or $0.15 per share, from $21.3 million, or $0.18 per share for the same period in 2009.

Electric utility's net income increased $17.5 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily driven by an increase in gross margins due to new retail rates partially offset by increased operations and maintenance expense driven by planned plant outages and increased depreciation and amortization expense due to additional regulatory amortization pursuant to KCP&L's 2009 rate cases and depreciation from placing the Iatan No. 1 environmental equipment in service in April 2009.

Great Plains Energy's corporate and other activities had a loss of $5.0 million for the three months ended March 31, 2010, compared to income of $13.9 million for the same period in 2009. First quarter 2010 reflects $4.6 million of after-tax interest expense for Equity Units issued in May 2009 and first quarter 2009 reflects a $16.0 million tax benefit due to the settlement of GMO's 2003-2004 tax audit.

Gross Margin

Gross margin is a financial measure that is not calculated in accordance with generally accepted accounting principles (GAAP). Gross margin, as used by Great Plains Energy and KCP&L, is defined as operating revenues less fuel, purchased power and transmission of electricity by others. Expenses for fuel, purchased power and transmission of electricity by others, offset by wholesale sales margin, are subject to recovery through cost adjustment mechanisms, except for KCP&L's Missouri retail operations. As a result, operating revenues increase or decrease in relation to a significant portion of these expenses. Management believes that gross margin provides a more meaningful basis for evaluating electric utility's operations across periods than operating revenues because gross margin excludes the revenue effect of fluctuations in these expenses. Gross margin is used internally to measure performance against budget and in reports for management and the Board. The companies' definition of gross margin may differ from similar terms used by other companies.

ELECTRIC UTILITY RESULTS OF OPERATIONS

The following table summarizes the electric utility segment results of operations.

Three Months Ended March 31	2010	2009
	(millions)	
Operating revenues	$ 506.9	$ 419.2
Fuel	(101.8)	(87.6)
Purchased power	(65.5)	(57.2)
Transmission of electricity by others	(5.6)	(6.0)
Gross margin [(a)]	334.0	268.4
Other operating expenses	(189.0)	(175.2)
Depreciation and amortization	(82.2)	(69.0)
Operating income	62.8	24.2
Non-operating income and expenses	9.9	11.7
Interest charges	(36.2)	(34.3)
Income tax (expense) benefit	(11.6)	5.8
Net income	$ 24.9	$ 7.4

[(a)] Gross margin is a non-GAAP measure. See explanation under Great Plains Energy's Results of Operations.

The following table summarizes electric utility's gross margins and MWhs sold.

Three Months Ended March 31	Revenues and Costs 2010	2009	% Change	MWhs Sold 2010	2009	% Change
Retail revenues	(millions)			(thousands)		
Residential	$ 204.7	$ 168.8	21	2,539	2,291	11
Commercial	182.3	157.3	16	2,624	2,550	3
Industrial	40.4	35.5	14	745	729	2
Other retail revenues	4.2	3.9	10	25	29	(6)
Fuel recovery mechanism under (over) recovery	13.6	11.8	16	NA	NA	NA
Total retail	445.2	377.3	18	5,933	5,599	6
Wholesale revenues	49.7	28.7	73	1,323	813	63
Other revenues	12.0	13.2	(8)	NA	NA	NA
Operating revenues	506.9	419.2	21	7,256	6,412	13
Fuel	(101.8)	(87.6)	16			
Purchased power	(65.5)	(57.2)	15			
Transmission of electricity by others	(5.6)	(6.0)	(8)			
Gross margin	$ 334.0	$ 268.4	24			

Electric utility's gross margin increased $65.6 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily due to an increase in retail revenues driven by new retail rates effective August 1, 2009, and September 1, 2009, for Kansas and Missouri, respectively.

Retail MWhs sold increased due to favorable winter weather, with a 15% increase in heating degree days and an increase in weather-normalized customer demand reflecting an improving economic climate. Wholesale MWhs sold increased due to a 15% increase in generation resulting in more MWhs available for sale, partially offset by the higher retail load requirements. The increase in generation was a result of Iatan No. 1 being off-line the entire first quarter of 2009 to complete an environmental upgrade and unit overhaul and Sibley No. 3 being off-line roughly half the quarter to complete an environmental upgrade, with the expenditures being capitalized, therefore, not impacting operating and maintenance expenses. As a result, coal base load equivalent availability factor increased to 78% for the three months ended March 31, 2010, compared to 64% for the same period in 2009.

Electric Utility Other Operating Expenses *(including utility operating and maintenance expenses, general taxes and other)*
Electric utility's other operating expenses increased $13.8 million for the three months ended March 31, 2010, compared to the same period in 2009 due to a $10.3 million increase in operating and maintenance expenses driven primarily by planned plant outages and a $3.4 million increase in general taxes driven by increased gross receipts taxes on higher retail revenues.

Electric Utility Depreciation and Amortization
Electric utility's depreciation and amortization costs increased $13.2 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily due to $7.0 million of additional regulatory amortization pursuant to KCP&L's 2009 rate cases and depreciation from placing the Iatan No. 1 environmental equipment in service in April 2009, as well as normal depreciation activity for other capital additions.

Electric Utility Interest Charges
Electric utility's interest charges increased $1.9 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily due to interest on KCP&L's $400.0 million of Mortgage Bonds Series 2009A issued in March 2009, partially offset by decreased commercial paper outstanding and the maturity of GMO's 7.625% Senior Notes in December 2009.

Electric Utility Income Tax Expense
Electric utility had income tax expense of $11.6 million for the three months ended March 31, 2010, compared to an income tax benefit of $5.8 million for the same period in 2009 due to increased pre-tax income and a $2.8 million increase in income tax expense for the cumulative change in tax treatment of the Medicare Part D subsidy under the Federal health care reform legislation signed into law in the first quarter of 2010.

<u>GREAT PLAINS ENERGY SIGNIFICANT BALANCE SHEET CHANGES</u> (March 31, 2010 compared to December 31, 2009)

- Great Plains Energy's receivables, net decreased $40.8 million primarily due to a $17.5 million decrease in customer accounts receivable resulting from seasonal decreases, a $7.4 million decrease in receivables from joint owners primarily related to the Iatan No. 2 project and a decrease in wholesale sales receivables of $4.5 million driven by a decrease in market rates.

- Great Plains Energy's accounts receivable pledged as collateral and collateralized note payable of $95.0 million reflects the adoption on January 1, 2010, of new accounting guidance for transfers of financial assets. See Note 3 to the consolidated financial statements for additional information.

- Great Plains Energy's electric utility plant increased $66.0 million primarily due to $37.8 million placed in service for the Iatan No. 1 environmental project and certain Iatan facility common costs, in addition to normal plant activity.

- Great Plains Energy’s construction work in progress increased $68.3 million primarily due to an $80.6 million increase related to Iatan No. 2, partially offset by $37.8 million for projects placed in service as described above, in addition to normal plant activity.

- Great Plains Energy’s notes payable and commercial paper increased $57.5 million and $17.4 million, respectively, due to increased borrowings driven by the timing of cash payments.

- Great Plains Energy’s accounts payable decreased $104.2 million primarily due to the timing of cash payments, including payments related to KCP&L’s Comprehensive Energy Plan projects.

- Great Plains Energy’s accrued taxes increased $22.5 million primarily due to the timing of property tax payments.

- Great Plains Energy’s accrued compensation and benefits decreased $10.3 million primarily due to the 2010 payment of amounts accrued at December 31, 2009.

- Great Plains Energy’s long-term debt decreased $147.0 million primarily to reflect GMO’s $137.3 million 7.95% Senior Notes as current maturities. Current maturities of long-term debt increased similarly.

CAPITAL REQUIREMENTS AND LIQUIDITY

Great Plains Energy operates through its subsidiaries and has no material assets other than the stock of its subsidiaries. Great Plains Energy’s ability to make payments on its debt securities and its ability to pay dividends is dependent on its receipt of dividends or other distributions from its subsidiaries, proceeds from the issuance of its securities and borrowings under its revolving credit facility.

Great Plains Energy’s capital requirements are principally comprised of debt maturities and electric utility’s construction and other capital expenditures. These items as well as additional cash and capital requirements are discussed below.

Great Plains Energy's liquid resources at March 31, 2010, consisted of $6.3 million of cash and cash equivalents on hand and $833.6 million of unused bank lines of credit. The unused lines consisted of $357.7 million from Great Plains Energy's revolving credit facility, $375.1 million from KCP&L's credit facilities and $100.8 million from GMO’s revolving credit facility. See Note 9 to the consolidated financial statements for more information on these agreements.

Great Plains Energy intends to meet day-to-day cash flow requirements including interest payments, retirement of maturing debt, construction requirements, dividends and pension benefit plan funding requirements, with a combination of internally generated funds and proceeds from the issuance of equity securities, equity-linked securities and/or short-term and long-term debt. Great Plains Energy’s intention to meet a portion of these requirements with internally generated funds may be impacted by the effect of inflation on operating expenses, the level of MWh sales, regulatory actions, compliance with environmental regulations and the availability of generating units. In addition, Great Plains Energy may issue equity, equity-linked securities and/or debt to finance growth.

Cash Flows from Operating Activities

On January 1, 2010, Great Plains Energy adopted new accounting guidance for transfers of financial assets, which resulted in the recognition of $95.0 million of accounts receivables pledged as collateral and a corresponding short-term collateralized note payable on Great Plains Energy’s balance sheet at March 31, 2010. See Note 3 for additional information. As a result, cash flows from operating activities were reduced by $95.0 million and cash flow from financing activities were raised by $95.0 million with no impact to the net change in cash for the three months ended March 31, 2010. Additionally, cash flows from operating activities for three months ended March 31, 2009, reflected the payment of $79.1 million for the settlement of FSS upon the issuance of $400.0 million of 7.15% Mortgage Bonds Ser ies 2009A in the first quarter of 2009. Other changes in working capital are detailed in Note 2 to the consolidated financial statements. The individual components of working capital vary with normal business cycles and operations.

Cash Flows from Investing Activities
Great Plains Energy's cash used for investing activities varies with the timing of utility capital expenditures and purchases of investments and nonutility property. Investing activities are offset by the proceeds from the sale of properties and insurance recoveries.

Great Plains Energy's utility capital expenditures decreased $126.2 million for the three months ended March 31, 2010, compared to the same period in 2009 due to a decrease in KCP&L's cash utility expenditures primarily related to the Iatan No. 1 environmental project and a first quarter 2009 payment of $44.5 million related to a wind project.

Cash Flows from Financing Activities
Great Plains Energy's cash flows from financing activities for the three months ended March 31, 2010, reflect additional short-term borrowings to support interest and dividend payments, in addition to the $95.0 million impact of the short-term collateralized note payable described above under cash flows from operating activities.

Great Plains Energy's cash flows from financing activities for the three months ended March 31, 2009, reflect KCP&L's issuance, at a discount, of $400.0 million of 7.15% Mortgage Bonds Series 2009A that mature in 2019. Great Plains Energy sold 3.8 million shares of common stock for $49.5 million in net proceeds under a Sales Agency Financing Agreement with BNY Mellon Capital Markets, LLC. The proceeds from these issuances were used to repay short-term borrowings at KCP&L.

Financing Authorization
Under stipulations with the MPSC and KCC, Great Plains Energy and KCP&L maintain common equity at not less than 30% and 35%, respectively, of total capitalization (including only the amount of short-term debt in excess of the amount of construction work in progress). KCP&L's long-term financing activities are subject to the authorization of the MPSC. In March 2010, the MPSC authorized KCP&L to issue up to $450.0 million of long-term debt and to enter into interest rate hedging instruments in connection with such debt through December 31, 2011. KCP&L had not utilized any of this amount as of March 31, 2010.

In December 2008, FERC authorized KCP&L to have outstanding at any time up to a total of $1.1 billion in short-term debt instruments through December 2010. The authorization is subject to four restrictions: (i) proceeds of debt backed by utility assets must be used for utility purposes; (ii) if any utility assets that secure authorized debt are divested or spun off, the debt must follow the assets and also be divested or spun off; (iii) if any proceeds of the authorized debt are used for non-utility purposes, the debt must follow the non-utility assets (specifically, if the non-utility assets are divested or spun off, then a proportionate share of the debt must follow the divested or spun off non-utility assets); and (iv) if utility assets financed by the authorized short-term debt are divested or spun off to another entity , a proportionate share of the debt must also be divested or spun off. At March 31, 2010, there was $896.0 million available under this authorization.

In March 2010, and modified in April 2010, FERC authorized GMO to have outstanding at any time up to a total of $500.0 million of short-term debt authorization through April 2012, conditioned on interest rates not exceeding 4.3% over LIBOR, the prime rate or federal funds rate, as applicable, and subject to the same four restrictions as the KCP&L FERC short-term authorization discussed in the preceding paragraph. At March 31, 2010, there was $217.0 million available under this authorization. GMO has $750.0 million of FERC long-term debt authorization through July 31, 2010, none of which has been utilized.

KCP&L and GMO are also authorized by FERC to participate in the Great Plains Energy money pool, an internal financing arrangement in which funds may be lent on a short-term basis to KCP&L and GMO. At March 31, 2010, KCP&L had outstanding payables under the money pool of $1.5 million to Great Plains Energy and $7.0 million to GMO.

Debt Agreements
See Note 9 to the consolidated financial statements for discussion of revolving credit facilities.

Pensions
The Company maintains defined benefit plans for substantially all active and inactive employees of KCP&L, GMO and WCNOC and incurs significant costs in providing the plans. Funding of the plans follows legal and regulatory requirements with funding equaling or exceeding the minimum requirements of the Employee Retirement Income Security Act of 1974 (ERISA). For the three months ended March 31, 2010, the Company contributed $4.5 million to the plans and expects to contribute an additional $60.3 million in 2010 to satisfy the ERISA funding requirements and the MPSC and KCC rate orders, the majority of which is expected to be paid by KCP&L.

Additionally, the Company provides post-retirement health and life insurance benefits for certain retired employees and expects to make benefit contributions of $18.4 million under the provisions of these plans in 2010, with the majority paid by KCP&L.

Management believes the Company has adequate access to capital resources through cash flows from operations or through existing lines of credit to support these funding requirements.

Credit Ratings
On March 12, 2010, Moody's Investors Service, Inc. lowered the senior unsecured rating for KCP&L to "Baa2" from "Baa1", and affirmed KCP&L's "A3" senior secured rating and "Prime-2" short-term commercial paper rating. Moody's affirmed Great Plains Energy's and GMO's senior unsecured rating at "Baa3", and changed the outlook for Great Plains Energy, KCP&L and GMO to "stable" from "negative".

On April 9, 2010, Standard & Poor's changed the outlook for Great Plains Energy, KCP&L and GMO to "stable" from "negative". Standard & Poor's also raised KCP&L's short-term commercial paper rating to "A-2" from "A-3" and affirmed all of Great Plains Energy's, KCP&L's and GMO's long-term ratings, including Great Plains Energy's "BBB" corporate credit rating.

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency. Great Plains Energy and KCP&L view maintenance of strong credit ratings as extremely important and to that end an active and ongoing dialogue is maintained with the agencies with respect to results of operations, financial position, and future prospects. While a decrease in these credit ratings would not cause any acceleration of Great Plains Energy's, KCP&L's or GMO's debt, it could increase interest charges under Great Plains Energy's 6.875% Senior Notes due 2017, GMO's 11.875% Senior Notes due 2012, GMO's 7.95% Senior Notes due 2011 and Great Plains Energy's, KCP&L's and GMO's revolving credit agreements. A decrease in credit ratings could also have, among other things, an adverse impact on Great Plains Energy's, KCP&L's and GMO's access to capital, the cost of funds, the ability to recover actual interest costs in state regulatory proceedings, the amounts of collateral required under supply agreements and Great Plains Energy's ability to provide credit support for its subsidiaries.

MANAGEMENT'S NARRATIVE ANALYSIS OF RESULTS OF OPERATIONS

The following table summarizes KCP&L's consolidated comparative results of operations.

Three Months Ended March 31	2010	2009
	(millions)	
Operating revenues	$ 335.6	$ 277.5
Fuel	(61.5)	(52.7)
Purchased power	(27.3)	(24.4)
Transmission of electricity by others	(2.9)	(2.9)
Gross margin [(a)]	243.9	197.5
Other operating expenses	(139.9)	(131.0)
Depreciation and amortization	(63.5)	(51.6)
Operating income	40.5	14.9
Non-operating income and expenses	8.0	8.1
Interest charges	(21.7)	(17.2)
Income tax (expense) benefit	(7.6)	2.6
Net income	$ 19.2	$ 8.4

[(a)] Gross margin is a non-GAAP measure. See explanation under Great Plains Energy's Results of Operations.

The following table summarizes KCP&L's gross margins and MWhs sold.

Three Months Ended March 31	Revenues and Costs 2010	2009	% Change	MWhs Sold 2010	2009	% Change
Retail revenues	(millions)			(thousands)		
Residential	$ 122.3	$ 98.5	24	1,461	1,310	12
Commercial	134.3	115.2	17	1,859	1,809	3
Industrial	26.3	23.5	12	448	450	(1)
Other retail revenues	3.0	2.6	16	23	23	1
Kansas ECA (over) under recovery	1.0	4.8	(79)	NA	NA	NA
Total retail	286.9	244.6	17	3,791	3,592	6
Wholesale revenues	43.8	27.3	61	1,178	777	51
Other revenues	4.9	5.6	(13)	NA	NA	NA
Operating revenues	335.6	277.5	21	4,969	4,369	14
Fuel	(61.5)	(52.7)	17			
Purchased power	(27.3)	(24.4)	12			
Transmission of electricity by others	(2.9)	(2.9)	(2)			
Gross margin	$ 243.9	$ 197.5	24			

KCP&L's gross margin increased $46.4 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily due to the increase in retail revenues driven by new retail rates effective August 1, 2009, and September 1, 2009, for Kansas and Missouri, respectively.

Retail MWhs sold increased due to favorable winter weather, with a 15% increase in heating degree days and an increase in weather-normalized customer demand reflecting an improving economic climate. Wholesale MWhs sold increased due to a 16% increase in generation resulting in more MWhs available for sale, partially offset by the higher retail load requirements. The increase in generation was a result of Iatan No. 1 being off-line the entire first quarter of 2009 to complete an environmental upgrade and unit overhaul, with the expenditures being capitalized, therefore, not impacting operating and maintenance expenses. As a result, coal base load equivalent availability factor increased to 75% for the three months ended March 31, 2010, compared to 61% for the same period in 2009.

KCP&L Other Operating Expenses *(including operating and maintenance expenses, general taxes and other)*
KCP&L's other operating expenses increased $8.9 million for the three months ended March 31, 2010, compared to the same period in 2009 due to a $7.9 million increase in operating and maintenance expenses primarily driven by planned plant outages and a $1.0 million increase in general taxes driven by increased gross receipts taxes on increased retail revenues.

KCP&L Depreciation and Amortization
KCP&L's depreciation and amortization costs increased $11.9 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily due to $7.0 million of additional regulatory amortization pursuant to KCP&L's 2009 rate cases, and depreciation from placing the Iatan No. 1 environmental equipment in service in April 2009, as well as normal depreciation activity for other capital additions.

KCP&L Interest Charges
KCP&L's interest charges increased $4.5 million for the three months ended March 31, 2010, compared to the same period in 2009 primarily due to interest on $400.0 million of Mortgage Bonds Series 2009A issued in March 2009, partially offset by decreased commercial paper outstanding.

KCP&L Income Tax Expense
KCP&L had income tax expense of $7.6 million for the three months ended March 31, 2010, compared to an income tax benefit of $2.6 million for the same period in 2009 primarily due to increased pre-tax income and a $2.8 million increase in income tax expense for the cumulative change in tax treatment of the Medicare Part D subsidy under the Federal health care reform legislation signed into law in the first quarter of 2010.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Great Plains Energy and KCP&L are exposed to market risks associated with commodity price and supply, interest rates and equity prices. Market risks are handled in accordance with established policies, which may include entering into various derivative transactions. In the normal course of business, Great Plains Energy and KCP&L also face risks that are either non-financial or non-quantifiable. Such risks principally include business, legal, regulatory, operational and credit risks and are discussed elsewhere in this document as well as in the 2009 Form 10-K and therefore are not represented here.

Great Plains Energy and KCP&L interim period disclosures about market risk included in quarterly reports on Form 10-Q address material changes, if any, from the most recently filed annual report on Form 10-K. Therefore, these interim period disclosures should be read in connection with Item 7A. Quantitative and Qualitative Disclosures About Market Risk, included in the 2009 Form 10-K of each of Great Plains Energy and KCP&L, incorporated herein by reference.

MPS Merchant is exposed to credit risk. Credit risk is measured by the loss that would be recorded if counterparties failed to perform pursuant to the terms of the contractual obligations less the value of any collateral held. MPS Merchant's counterparties are not externally rated. Credit exposure to counterparties at March 31, 2010, was $21.3 million, net of $2.0 million of collateral.

ITEM 4. CONTROLS AND PROCEDURES

GREAT PLAINS ENERGY

Disclosure Controls and Procedures
Great Plains Energy carried out evaluations of its disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended). These evaluations were conducted under the supervision, and with the participation, of Great Plains Energy's management, including the chief executive officer and chief financial officer, and Great Plains Energy's disclosure committee. Based upon these evaluations, the chief executive officer and chief financial officer of Great Plains Energy have concluded as of the end of the period covered by this report that the disclosure controls and procedures of Great Plains Energy were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting
There has been no change in Great Plains Energy's internal control over financial reporting that occurred during the quarterly period ended March 31, 2010, that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

KCP&L

Disclosure Controls and Procedures
KCP&L carried out evaluations of its disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended). These evaluations were conducted under the supervision, and with the participation, of KCP&L's management, including the chief executive officer and chief financial officer, and KCP&L's disclosure committee. Based upon these evaluations, the chief executive officer and chief financial officer of KCP&L have concluded as of the end of the period covered by this report that the disclosure controls and procedures of KCP&L were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting
There has been no change in KCP&L's internal control over financial reporting that occurred during the quarterly period ended March 31, 2010, that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Other Proceedings
The companies are parties to various lawsuits and regulatory proceedings in the ordinary course of their respective businesses. For information regarding material lawsuits and proceedings, see Notes 6, 11 and 12 to the consolidated financial statements. Such descriptions are incorporated herein by reference.

ITEM 1A. RISK FACTORS

Actual results in future periods for Great Plains Energy and KCP&L could differ materially from historical results and the forward looking statements contained in this report. The business of Great Plains Energy and KCP&L is influenced by many factors that are difficult to predict, involve uncertainties that may materially affect actual results and are often beyond their control. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in Item 1A. Risk Factors included in the 2009 Form 10-K for each of Great Plains Energy and KCP&L. There have been no material changes with regard to those risk factors. Those risk factors, as well as the information included in this report and in the other documents filed with the SEC, should be caref ully considered before making an investment in the securities of Great Plains Energy or KCP&L. Risk factors of KCP&L are also risk factors of Great Plains Energy.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table provides information regarding purchases by Great Plains Energy of its equity securities during the three months ended March 31, 2010.

Issuer Purchases of Equity Securities				
Month	**Total Number of Shares (or Units) Purchased**	**Average Price Paid per Share (or Unit)**	**Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs**	**Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs**
January 1 - 31	10,072 (1)	$ 20.65	-	N/A
February 1 - 28	83,411 (2)	17.44	-	N/A
March 1 - 31	-	-	-	N/A
Total	93,483	$ 17.79	-	N/A

(1) Represents restricted common shares surrendered to the Company following the resignation of a certain officer.

(2) Represents common stock shares surrendered to the Company by certain officers to pay taxes related to the vesting of restricted common shares.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. (REMOVED AND RESERVED)

ITEM 5. OTHER INFORMATION

Election of Directors
The following information is provided in this Quarterly Report in lieu of reporting such information under Item 5.07, Submission of Matters to a Vote of Security Holders, of Form 8-K.

Great Plains Energy
Great Plains Energy's annual meeting of shareholders was held on May 4, 2010. The shareholders elected ten directors, and ratified the appointment of Deloitte & Touche LLP as independent auditors for 2010. The ten persons named below were elected, as proposed in the proxy statement, to serve as directors until Great Plains Energy's annual meeting in 2011 and until their successors are elected and qualified.

The voting regarding the election was as follows:

Nominee	Votes For	Votes Withheld	Broker Non-Votes
David L. Bodde	64,539,752	23,840,792	29,542,497
Michael J. Chesser	81,965,756	6,414,788	29,542,497
William H. Downey	84,433,728	3,946,816	29,542,497
Randall C. Ferguson, Jr.	83,605,540	4,775,004	29,542,497
Gary D. Forsee	62,810,120	25,570,424	29,542,497
James A. Mitchell	64,552,284	23,828,260	29,542,497
William C. Nelson	62,781,774	25,598,770	29,542,497
John J. Sherman	85,109,518	3,271,026	29,542,497
Linda H. Talbot	64,478,518	23,902,026	29,542,497
Robert H. West	64,497,686	23,882,858	29,542,497

No votes were cast against the nominees due to cumulative voting.

Great Plains Energy shareholders ratified the appointment of Deloitte & Touche LLP as independent registered public accountants for 2010. The voting regarding the appointment was as follows:

Votes For	Votes Against	Abstentions
115,691,047	1,814,362	417,630

KCP&L

Information regarding the election of KCP&L directors is omitted in reliance on Instruction 5 to Item 5.07 of Form 8-K.

Extension of Accounts Receivable Facility

The following information is provided in this Quarterly Report in lieu of reporting such information under Item 5.07, Entry into a Material Definitive Agreement, of Form 8-K.

KCP&L, Receivables Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch (Agent) and Victory Receivables Corporation (Purchaser) are parties to a certain Receivables Sale Agreement, dated as of July 1, 2005, as previously amended (as amended, the “RSA”). Pursuant to the RSA and associated agreements, KCP&L sells all of its retail electric accounts receivable to its wholly owned subsidiary, Receivables Company, which in turn sells an undivided percentage ownership interest in the accounts receivable to the Purchaser.

On May 5, 2010, the parties entered into an amendment to the RSA, extending the termination date of the RSA from July 8, 2010, to May 4, 2011.

The Agent is a lender under revolving credit agreements with Great Plains Energy and KCP&L aggregating to $1 billion. An affiliate of the Agent is a lender under a $400 million revolving credit agreement with GMO, and is trustee for $1.0 billion of GMO’s secured and unsecured debt (including environmental improvement revenue refunding debt issued by certain governmental entities) under several separate indentures. The Agent and certain of its affiliates have provided, and in the future may continue to provide, investment banking, commercial banking and other financial services, including the provision of credit facilities, to Great Plains Energy, KCP&L and their affiliates in the ordinary course of business for which they have received and may in the future receive customary compensation.

ITEM 6. EXHIBITS

Great Plains Energy Documents

Exhibit Number		Description of Document
10.1.1	+	Form of 2010 three-year Performance Share Agreement.
10.1.2	+	Form of 2010 Restricted Stock Agreement.
10.1.3	+	Great Plains Energy Incorporated Long-Term Incentive Plan Awards Standards and Performance Criteria Effective as of January 1, 2010.
10.1.4	+	Great Plains Energy Incorporated, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company Annual Incentive Plan amended effective as of January 1, 2010.
10.1.5	+	Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A), amended effective January 1, 2010.
12.1		Computation of Ratio of Earnings to Fixed Charges.
31.1.a		Rule 13a-14(a)/15d-14(a) Certifications of Michael J. Chesser.
31.1.b		Rule 13a-14(a)/15d-14(a) Certifications of Terry Bassham.
32.1		Section 1350 Certifications.

*Filed with the SEC as exhibits to prior SEC filings and are incorporated herein by reference and made a part hereof. The SEC filing and the exhibit number of the documents so filed, and incorporated herein by reference, are stated in parenthesis in the description of such exhibit.

+ Indicates management contract or compensatory plan or arrangement.

Copies of any of the exhibits filed with the SEC in connection with this document may be obtained from Great Plains Energy upon written request.

Great Plains Energy agrees to furnish to the SEC upon request any instrument with respect to long-term debt as to which the total amount of securities authorized does not exceed 10% of total assets of Great Plains Energy and its subsidiaries on a consolidated basis.

KCP&L Documents

Exhibit Number		Description of Document
10.2.1	* +	Great Plains Energy Incorporated, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company Annual Incentive Plan amended effective as of January 1, 2010 (filed as Exhibit 10.1.4 hereto).
10.2.2		Amendment dated as of May 5, 2010 to Receivables Sale Agreement dated as of July 1, 2005 among Kansas City Power & Light Company, Kansas City Power & Light Company Receivables Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation.
12.2		Computation of Ratio of Earnings to Fixed Charges.
31.2.a		Rule 13a-14(a)/15d-14(a) Certifications of Michael J. Chesser.
31.2.b		Rule 13a-14(a)/15d-14(a) Certifications of Terry Bassham.
32.2		Section 1350 Certifications.

* Filed with the SEC as exhibits to prior SEC filings and are incorporated herein by reference and made a part hereof. The SEC filings and the exhibit number of the documents so filed, and incorporated herein by reference, are stated in parenthesis in the description of such exhibit.

+ Indicates management contract or compensatory plan or arrangement.

Copies of any of the exhibits filed with the SEC in connection with this document may be obtained from KCP&L upon written request.

KCP&L agrees to furnish to the SEC upon request any instrument with respect to long-term debt as to which the total amount of securities authorized does not exceed 10% of total assets of KCP&L and its subsidiaries on a consolidated basis.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Great Plains Energy Incorporated and Kansas City Power & Light Company have duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GREAT PLAINS ENERGY INCORPORATED

Dated: May 6, 2010	By: /s/Michael J. Chesser (Michael J. Chesser) (Chief Executive Officer)
Dated: May 6, 2010	By: /s/Lori A. Wright (Lori A. Wright) (Principal Accounting Officer)

KANSAS CITY POWER & LIGHT COMPANY

Dated: May 6, 2010	By: /s/ Michael J. Chesser (Michael J. Chesser) (Chief Executive Officer)
Dated: May 6, 2010	By: /s/Lori A. Wright (Lori A. Wright) (Principal Accounting Officer)

PERFORMANCE SHARE AGREEMENT

THIS PERFORMANCE SHARE AGREEMENT (the "Award Agreement") is entered into as of March 2, 2010, by and between Great Plains Energy Incorporated (the "Company") and ___________ (the "Grantee"). All capitalized terms in this Agreement that are not defined herein shall have the meanings ascribed to in the Company's Amended Long-Term Incentive Plan, as amended as of May 1, 2007 (the "Plan").

WHEREAS, the Grantee is employed by the Company or one of its subsidiaries in a key capacity, and the Company desires to (i) encourage the Grantee to acquire a proprietary and vested long-term interest in the growth and performance of the Company, (ii) provide the Grantee with the incentive to enhance the value of the Company for the benefit of its customers and shareholders, and (iii) encourage the Grantee to remain in the employ of the Company as one of the key employees upon whom the Company's success depends; and

WHEREAS, the Company wishes to grant to Grantee, and Grantee wishes to accept, an Award of Performance Shares as approved on February 9, 2010, pursuant to the terms and conditions of the Plan and this Award Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Performance Share Award. The Company hereby grants to the Grantee an Award of _______________ Performance Shares for the **three-year period ending December 31, 2012,** (the "Award Period"). The Performance Shares may be earned based upon the Company's performance as set forth in Appendix A.

2. Terms and Conditions. The Award of Performance Shares is subject to the following terms and conditions:

   a. The Performance Shares shall be credited with a hypothetical cash credit equal to the per share dividend paid on the Company's common stock as of the date of any such dividend paid during the entire Award Period, and not just that period of time after the Performance Shares were granted. At the end of the Award Period and provided the Performance Shares have not been forfeited in accordance with the terms of the Plan, the Grantee shall be paid, in a lump sum cash payment, the aggregate amount of such hypothetical dividend equivalents.

   b. No Company common stock will be delivered under this Award until the Grantee (or the Grantee's successor) has paid to the Company the amount that must be withheld under federal, state and local income and employment tax laws or the Grantee and the Company have made satisfactory provision for the payment of such taxes. The Company shall first withhold such taxes from the cash portion, if any, of the Award. To the extent the cash portion of the Award is insufficient to cover the full withholding amount, the Grantee shall pay the remainder in cash or, alternatively, the Grantee or the Grantee's successor may elect to relinquish to the Company that number of shares (valued at their Fair Market Value) that would satisfy the applicable withholding taxes, subject to the Committee's continuing authority to require cash payment notwithstanding Grantee's election.

   To elect the relinquishment of stock alternative, the Grantee must complete a withholding election on the form provided by the Corporate Secretary of the Company and return it to the designated person set forth on the form no later than the date specified thereon (which shall in no event be more than sixty days from the grant date of the Award). The Grantee may also elect on such form to have amounts withheld from the Award payment above the minimum required withholding rate, but not to exceed Grantee's individual marginal tax rate. Such additional withholding amount shall first be taken from the cash portion, if any, of the Award, with the remainder taken from the stock portion of the Award. If no withholding election is made before the date specified, the Grantee is required to pay the Company the amount of federal, state and local income and employment tax withholdings by cash or check at the time the Grantee recognizes income with respect to such shares, or must make other arrangements satisfactory to the Company to satisfy the tax withholding obligations after which the Company will release or deliver, as applicable, to the Grantee the full number of shares.

   c. The Company will, to the full extent permitted by law, have the discretion based on the particular facts and circumstances to require that the Grantee reimburse the Company for all or any portion of any awards if and to the extent the awards reflected the achievement of financial results that were subsequently the subject of a restatement, or the achievement of other objectives that were subsequently found to be inaccurately measured, and a lower award would have occurred based upon the restated financial results or inaccurately measured objectives. The Company may, in its discretion, (i) seek repayment from the Grantee; (ii) reduce the amount that would otherwise be payable to the Grantee under current or future awards; (iii) withhold future equity grants or salary increases; (iv) pursue other available legal remedies; or (v) any combination of these actions. The Company may take such acti ons against any Grantee, whether or not such Grantee engaged in any misconduct or was otherwise at fault with respect to such restatement or inaccurate measurement. The Company will, however, not seek reimbursement with respect to any awards paid more than three years prior to such restatement or the discovery of inaccurate measurements, as applicable.

   d. Except as otherwise specifically provided herein, the Award of Performance Shares is subject to and governed by the applicable terms and conditions of the Plan, which are incorporated herein by reference.

GREAT PLAINS ENERGY INCORPORATED

By: ________________________________
Michael J. Chesser

____
____
Grantee

Dated: March _____, 2010

APPENDIX A

2010 – 2012 Performance Criteria

Goal	Weighting	Threshold (50%)	Target (100%)	Stretch (150%)	Superior (200%)
1.FFO to Total Adjusted Debt [1]	33%	14.6%	17.1%	19.6%	22.1%
2.Relative Total Shareholder Return (TSR) versus EEI Index[2]	34%		See below		
3.Equivalent Availability Factor (EAF)-Coal and Nuclear in 2012[3]	33%	82.5%	84.8%	85.7%	86.6%

Note: the performance share measures have been established for compensation purposes only. They do not constitute any guidance, projection or estimate of these measures, and should not be relied upon for any other purpose.

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[1] Excludes Fair Market Value Debt Adjustment

[2] Total Shareholder Return (TSR) is compared to an industry peer group of the Edison Electric Institute (EEI) index of electric companies during the three-year measurement period from 2010-2012. At the end of the three-year measurement period, Great Plains Energy Incorporated (GPE) will assess its total shareholder return compared to the EEI index. Depending on how GPE ranks, the executive will receive a percentage of the performance share grants according to the following table:

Percentile Rank	Payout Amount (% of Target)
75th and above	200%
60th to 74th	150%
40th to 59th	100%
25th to 39th	50%
24th and below	0

[3] Based on planned outage days of:

KCP&L		174
GMO		232
Wolf Creek		54
	Total	460 days

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Award Agreement") is entered into as of March 2, 2010, by and between Great Plains Energy Incorporated (the "Company") and ____________ (the "Grantee"). All capitalized terms in this Agreement that are not defined herein shall have the meanings ascribed to in the Company's Amended Long-Term Incentive Plan, as amended as of May 1, 2007 (the "Plan").

WHEREAS, the Grantee is employed by the Company or one of its subsidiaries in a key capacity, and the Company desires to (i) encourage the Grantee to acquire a proprietary and vested long-term interest in the growth and performance of the Company, (ii) provide the Grantee with the incentive to enhance the value of the Company for the benefit of its customers and shareholders, and (iii) encourage the Grantee to remain in the employ of the Company as one of the key employees upon whom the Company's success depends; and

WHEREAS, the Company wishes to grant to Grantee, and Grantee wishes to accept, an Award of Restricted Stock as approved on February 9, 2010, pursuant to the terms and conditions of the Plan and this Award Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Restricted Stock Award. The Company hereby grants to the Grantee an Award of ______ shares of Restricted Stock subject to the restrictions provided herein.

2. Terms and Conditions. The Award of Restricted Stock is subject to the following terms and conditions:

   a. The Restricted Stock granted hereunder will be held in book entry and may not be sold, transferred, pledged, hypothecated or otherwise transferred other than as provided in the Plan. The restrictions will terminate on March 5, 2013 (Restriction Period).

   b. Dividends with respect to the Restricted Stock shall be paid and reinvested during the period under the Company's Dividend Reinvestment and Direct Stock Purchase Plan. Such reinvested dividends shall be subject to the same restrictions as the Restricted Stock.

   c. No Company common stock will be delivered under this Award until the Grantee (or the Grantee's successor) has paid to the Company the amount that must be withheld under federal, state and local income and employment tax laws or the Grantee and the Company have made satisfactory provision for the payment of such taxes. As an alternative to making a cash payment to satisfy the applicable withholding taxes, the Grantee or the Grantee's successor may elect to have the Company retain that number of shares (valued at their Fair Market Value) that would satisfy the applicable withholding taxes, subject to the Committee's continuing authority to require cash payment notwithstanding Grantee's election.

   To the extent the Grantee elects to have shares withheld to cover the applicable minimum withholding requirements, the Grantee must complete a withholding election on the form provided by the Corporate Secretary of the Company and return it to the designated person set forth on the form no later than the date specified thereon (which shall in no event be more than sixty days from the grant date of the Award). The Grantee may elect on such form to deliver additional shares for withholding above the minimum required withholding rate, but not to exceed Grantee's individual marginal tax rate. To the extent no withholding election is made before the date specified, the Grantee is required to pay the Company the amount of federal, state and local income and employment tax withholdings by cash or check at the time the G rantee recognizes income with respect to such shares, or must make other arrangements satisfactory to the Company to satisfy the tax withholding obligations after which the Company will release or deliver, as applicable, to the Grantee the full number of shares.

   d. The Company will, to the full extent permitted by law, have the discretion based on the particular facts and circumstances to require that the Grantee reimburse the Company for all or any portion of any awards if and to the extent the awards reflected the achievement of financial results that were subsequently the subject of a restatement, or the achievement of other objectives that were subsequently found to be inaccurately measured, and a lower award would have occurred based upon the restated financial results or inaccurately measured objectives. The Company may, in its discretion, (i) seek repayment from the Grantee; (ii) reduce the amount that would otherwise be payable to the Grantee under current or future awards; (iii) withhold future equity grants or salary increases; (iv) pursue other available legal remedies; or (v) any combination of these actions. The Company may take such acti ons against any Grantee, whether or not such Grantee engaged in any misconduct or was otherwise at fault with respect to such restatement or inaccurate measurement. The Company will, however, not seek reimbursement with respect to any awards paid more than three years prior to such restatement or the discovery of inaccurate measurements, as applicable.

e. Except as otherwise specifically provided herein, the Award of Restricted Stock is subject to and governed by the applicable terms and conditions of the Plan, which are incorporated herein by reference.

GREAT PLAINS ENERGY INCORPORATED

By: __________________________________	By: __________________________________
Michael J. Chesser	__________________________________
	Grantee
	Dated: March _____, 2010

Great Plains Energy Incorporated (Great Plains Energy)
Long-Term Incentive Plan

Awards Standards and Performance Criteria
Effective as of January 1, 2010

Objective

The purpose of the Great Plains Energy Long-Term Incentive Plan ("Plan") is to encourage executives and other key employees to acquire a proprietary and vested interest in the growth and performance of Great Plains Energy (GPE); to generate an increased incentive to enhance the value of the Company for the benefit of its customers and shareholders; and to aid in the attraction and retention of the qualified individuals upon whom Great Plains Energy's success largely depends. The Plan provides competitive incentives for the achievement of increased shareholder value over a multi-year period.

Eligible employees include executives and other key employees of Great Plains Energy, Kansas City Power & Light (KCP&L), and KCP&L Greater Missouri Operations Company (GMO) ("participants"), as approved by the Compensation and Development Committee ("Committee") of the Board of Directors.

Purpose

The Plan provides for the Committee to make awards under the Plan, and to administer the Plan for, and on behalf of, the Board of Directors. This document sets out certain standards adopted by the Committee in determining the forms of awards, the terms (including performance criteria) of awards, and other administrative matters within the Committee's authority under the Plan.

Target Awards

Award levels will be approved by the Committee and set forth as a percentage of the participant's base salary at target. Percentages will vary based on level of responsibility, market data, and internal comparisons. Awards will be made in the form of a dollar amount which will then be converted to 25% in time-based restricted shares and the remaining 75% in performance shares, with the number of shares determined by the GPE stock closing price (Fair Market Value) three business days after filing of the next 10-K.

Performance Criteria

The performance share criteria, weightings, and percentage payouts for the performance share awards are listed in Appendix A.

Performance criteria are fixed for the duration of the performance period and will only be changed upon the approval of the Committee.

Payment and Awards

Time-based restricted stock will be payable in shares of GPE common stock unless otherwise determined by the Committee. Dividends accrued on the shares will be reinvested during the period under the Company's Dividend Reinvestment and Direct Stock Purchase Plan (DRIP) and will also be paid in stock at the end of the period. During the period, the restricted stock will be issued in the name of the participant; consequently, the participant will have the right to vote the restricted stock during the period.

Performance shares, as determined by the performance against the performance criteria at the end of the period, will be paid with a cash payment sufficient to satisfy withholding taxes, with the remainder of the payment in shares of GPE common stock, unless otherwise determined by the Committee. Dividend equivalent units over the performance period will be figured on the final number of shares earned and will be paid in cash and considered as part of the cash withholding for tax purposes.

Approved awards will be payable by Great Plains Energy to each participant as soon as practicable after the end of the performance period; after the Committee has certified the performance against the performance criteria; and, generally, three business days after the filing of the 10-K.

In the event a participant ceases employment, please refer to the Long-Term Incentive Plan document for treatment of outstanding grants.

The company will, to the full extent permitted by law, have the discretion based on the particular facts and circumstances to require that each participant reimburse the Company for all or any portion of any awards if and to the extent the awards reflected the achievement of financial results that were subsequently the subject of a restatement, or the achievement of other objectives that were subsequently found to be inaccurately measured , and a lower award would have occurred based upon the restated financial results or inaccurately measured objectives. The Company may, in its discretion, (i) seek repayment from the participants; (ii) reduce the amount that would otherwise be payable to the participants under current or future awards; (iii) withhold future equity grants or salary increases; (iv) pursue other available legal r emedies; or (v) any combination of these actions. The Company may take such actions against any participant, whether or not such participant engaged in any misconduct or was otherwise at fault with respect to such restatement or inaccurate measurement. The Company will, however, not seek reimbursement with respect to any awards paid more than three years prior to such restatement or the discovery of inaccurate measurements, as applicable.

Tax Withholding

The Company shall be authorized to withhold under the Plan the amount of withholding taxes due in respect of an award or payment thereunder and to take other actions as may be necessary in the opinion of the Company to satisfy all obligations for the payment of taxes. Such withholding will be deducted in cash from the value of any award.

Administration

The Plan provides that the Committee has the full power and authority to administer, and interpret the provisions of, the Plan. The Committee has the power and authority to add, delete and modify the provisions of this document at any time. This document does not replace or change the provisions or terms of the Plan; in the event of conflicts between this document and the Plan, the Plan is controlling.

Appendix A

2010 - 2012 Performance Plan Criteria

Objective	**Weighting**	**Threshold (50%)**	**Target (100%)**	**Stretch (150%)**	**Superior (200%)**
1.FFO to Total Adjusted Debt[1]	33%	14.6%	17.1%	19.6%	22.1%
2.Relative Total Shareholder Return (TSR) versus EEI Index[2]	34%		See below		
3.Equivalent Availability Factor (EAF)- Coal and Nuclear in 2012[3]	33%	82.5%	84.8%	85.7%	86.6%

Note: the performance share measures have been established for compensation purposes only. They do not constitute any guidance, projection or estimate of these measures, and should not be relied upon for any other purpose.

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[1] Excludes Fair Market Value Debt Adjustment

[2] Total Shareholder Return (TSR) is compared to an industry peer group of the Edison Electric Institute (EEI) index of electric companies during the three-year measurement period from 2010-2012. At the end of the three-year measurement period, Great Plains Energy Incorporated (GPE) will assess its total shareholder return compared to the EEI index. Depending on how GPE ranks, the executive will receive a percentage of the performance share grants according to the following table:

Percentile Rank	Payout Amount (% of Target)
75th and above	200%
60th to 74th	150%
40th to 59th	100%
25th to 39th	50%
24th and below	0

[3] Based on planned outage days of:

KCP&L	174
GMO	232
Wolf Creek	54
Total	460 days

Exhibit 10.1.4

Great Plains Energy Incorporated
Kansas City Power & Light Company
KCP&L Greater Missouri Operations Company

Annual Incentive Plan
Amended effective as of January 1, 2010

Objective

The Great Plains Energy, Kansas City Power & Light Company (KCP&L), and Greater Missouri Operations Company (GMO) Annual Incentive Plan ("Plan") is designed to motivate and reward senior management to achieve specific key financial and business goals and to also reward individual performance. By providing market-competitive target awards, the Plan supports the attraction and retention of senior executive talent critical to achieving Great Plains Energy's strategic business objectives.

Eligible participants include executives and other key employees of Great Plains Energy, KCP&L, and GMO ("participants"), as approved by the Compensation and Development Committee ("Committee") of the Board of Directors.

Target Awards

Target award levels are approved by the Committee and set as a percentage of the participant's base salary. Percentages will vary based on level of responsibility, market data and internal comparisons.

Plan Year and Incentive Objectives

The fiscal year ("Plan Year") of the Plan will be the fiscal year beginning on January 1 and ending on December 31. Within the first 90 days of the Plan Year, the Committee will approve specific annual objectives and performance targets that are applicable to each participant. Annual objectives will include an earnings measure weighted at 40%; key Great Plains Energy, KCP&L, or GMO business objectives weighted at 40%; and a discretionary individual component weighted at 20%. Each objective is subject to an established threshold, target, stretch, and superior performance level. Each participant will be provided a copy of the applicable objectives and targets within the first 90 days of the year. Objectives, metrics, and performance levels for each Plan Year will be fixe d for the Plan Year and will be changed only upon the approval of the Committee.

Payment of Awards

Approved awards will be payable to each participant as soon as practicable after the end of the Plan Year and after the Committee has determined the extent to which the relevant objectives were achieved. The awards will be paid in a lump sum cash payment unless otherwise deferred under the Deferred Compensation Plan.

The amount of an individual participant's award will be determined based on performance against the specific objectives and performance targets approved by the Committee. Each objective will pay out at 50% for threshold levels of performance; 100% for target levels of performance; 150% for stretch levels of performance; and 200% for a superior level of performance. Awards will be extrapolated for performance between threshold and target, target and stretch, and stretch and superior levels.

An award for a person who becomes a participant during a Plan Year will be prorated unless otherwise determined by the Committee. A participant who retires during a Plan Year will receive a prorated award as of his or her retirement date unless otherwise determined by the Committee. Prorated awards will be payable in the event of death or disability of the employee. A participant who leaves the Company prior to December 31 of a Plan Year for any reason other than retirement, death, or disability will forfeit any award unless otherwise determined by the Committee in its sole discretion.

The Company may deduct from any award all applicable withholding and other taxes.

The Company will, to the full extent permitted by law, have the discretion based on the particular facts and circumstances to require that each participant reimburse the Company for all or any portion of any awards if and to the extent the awards reflected the achievement of financial results that were subsequently the subject of a restatement, or the achievement of other objectives that were subsequently found to be inaccurately measured, and a lower award would have occurred based upon the restated financial results or inaccurately measured objectives. The Company may, in its discretion, (i) seek repayment from the participants; (ii) reduce the amount that would otherwise be payable to the participants under current or future awards; (iii) withhold future equity grants or salary increases; (iv) pursue other available legal remedies; or (v) any combination of these actions. The Company may take such actions against any participant, whether or not such participant engaged in any misconduct or was otherwise at fault with respect to such restatement or inaccurate measurement. The Company will, however, not seek reimbursement with respect to any awards paid more than three years prior to such restatement or the discovery of inaccurate measurements, as applicable.

Administration

The Committee has the full power and authority to interpret the provisions of the Plan and has the exclusive right to modify, change, or alter the plan at any time.

2010 Annual Incentive Plan - Officers

	Objectives	Weighting	2008 Actual	2009 Actual	Threshold 50%	Target 100%	Stretch 150%	Superior 200%
40% of Payout	**Core Financial Objectives**							
	1. GPE Earnings per Share	40%	$1.44	$1.14	$1.15	$1.32	$1.40	$1.49
		40%						
40% of Payout	**Key Business Objectives**							
	2. SAIDI (system-wide reliability in minutes)[1]	5%	73.43[2]	90.61	103.0	90.95	86.4	82.08
	3. % Equivalent Availability - coal & nuclear (plant performance)[3]	10%	77.8%	79.8%	81.9%	85.2%	86.3%	87.2%
	4. OSHA Incident Rate	10%	3.0	2.9	3.2	2.8	2.4	2.2
	5. JD Power Customer Satisfaction Index - residential customer satisfaction	5%	Tier I	Tier I	Bottom Half of Tier II	Top Half of Tier II	Bottom Half of Tier I	Top Half of Tier I
	6. Cumulative Synergy Savings (due to merger)	5%	$68.2M	$212.4M	$290.6M	$363.2M	$435.9M	$472.2M
	7. Comprehensive Energy Plan Progress	5%	100%	125%	Qualitative Measure Judgment made on collective work progress			
		40%						
20% of Payout	**Individual Performance**							
	8. Individual Performance	20%	N/A	N/A	Discretionary	Discretionary	Discretionary	Discretionary
		20%						

Note: the annual incentive plan measures have been established for compensation purposes only. They do not constitute any guidance, projection or estimate of these measures, and should not be relied upon for any other purpose. Great Plains Energy has separately provided 2010 earnings guidance, and has not provided any other earnings guidance.

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[1] Beginning in 2010, uses IEEE methodology; prior years have been restated.

[2] Does not include Aquila until July 14, 2008.

[3] Excludes Iatan 2.

Exhibit 10.1.5

GREAT PLAINS ENERGY INCORPORATED

NONQUALIFIED DEFERRED COMPENSATION PLAN

(As Amended and Restated for I.R.C. § 409A)

Amended effective as of January 1, 2010

GREAT PLAINS ENERGY INCORPORATED

NONQUALIFIED DEFERRED COMPENSATION PLAN

(As Amended and Restated for I.R.C. § 409A)

Background and Purpose

Kansas City Power & Light Company ("KCPL") adopted the Kansas City Power & Light Supplemental Executive Retirement and Deferred Compensation Plan effective November 2, 1993 (the "Original Plan"), to provide opportunities for selected employees and members of KCPL's Board of Directors to defer the receipt of compensation. As part of a corporate restructuring and effective as of October 1, 2001, the Original Plan was divided into two separate plans, the "Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan" (the "Frozen NQDC Plan") and the Great Plains Energy Incorporated Supplemental Executive Retirement Plan (the "Frozen SERP").

As a result of the enactment of the American Jobs Creation Act of 2004, which, in part, created a new Section of the Internal Revenue Code ("Code Section 409A") governing and requiring changes to nonqualified deferred compensation plans, Great Plains Energy Incorporated has taken two actions which affect the Frozen NQDC Plan.

- First, the Frozen NQDC Plan has been frozen as of December 31, 2004 such that no new participants will enter the Plan and no new amounts (other than Earnings) will accrue under the Plan after December 31, 2004. Except to the extent to reflect that the Frozen NQDC Plan has been frozen, no material modifications have been made to the Frozen NQDC Plan. The Frozen NQDC Plan will continue to operate as a "frozen" plan in accordance with its terms and with respect to all amounts which were both accrued and vested as of December 31, 2004. A copy of the Frozen NQDC Plan is attached as Appendix B.

- Second, this Plan, the "Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. § 409A)" (the "Plan") is adopted and, except for those changes required by Code Section 409A generally mirrors the Frozen NQDC Plan. The Plan governs the payment of, and all administrative aspects related to amounts that (1) were not accrued and vested as of December 31, 2004 under the Frozen NQDC Plan and (2) have been or are contributed to the Frozen NQDC Plan and this Plan on or after January 1, 2005. Certain operations of the Plan between December 31, 2004 and December 31, 2007, including those operations in 2005 memorialized in Appendix A, however, were completed in accordance with IRS Notice 2005-1 and in "good faith" compliance with the proposed Treasury Regulations issued under Code Section 409A. Generally, this Plan was amended and restated effective January 1, 2005. However, several features, terms and conditions are effective January 1, 2008. These include: (1) the definition of Specified Employees; (2) the removal of the vesting schedule applicable to Company matching contributions; and (3) the changes made to Article III, relating to the Capital Accumulation Excess Benefit Provision.

No duplication of benefits are to result from the freeze of the Frozen NQDC Plan and the creation of this Plan.

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ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Plan, the following terms have the following meanings:

"**Base Salary**" means the annual salary, excluding Incentive Awards, paid by the Company to the Participant. A Participant's Base Salary for any year will not be limited by the provisions of Code Sections 401(a)(17), 401(k)(3)(A)(ii), 401(m)(2), 402(g)(1), 415, or similar provisions restricting the amount of compensation that may be considered, deferred, or matched under plans qualified pursuant to Code Section 401(a).

"**Board**" means the Board of Directors of the Company.

"**Capital Accumulation Plan**" means the Great Plains Energy Incorporated Capital Accumulation Plan, as in existence before January 1, 2008.

"Code" means the Internal Revenue Code of 1986, as amended.

"**Committee**" means the Compensation and Development Committee (or successor to such Committee) of the Board.

"**Company**" means Great Plains Energy Incorporated, Great Plains Energy Services Incorporated, Great Plains Power Incorporated and Kansas City Power & Light Company or their successors. However, with respect to the term "Board," "Committee," and in Section 4.4, "Company" refers solely to Great Plains Energy Incorporated or its successor.

"Converted Participant" means a Participant who was hired by the Company before September 1, 2007 and elected in 2007 to receive a reduced future rate of benefit accrual under the Company's Management Pension Plan in exchange for an increased matching contribution under the Employee Savings Plan.

"**Employee Savings Plan**" means the Great Plains Energy Incorporated Cash or Deferred Arrangement, as it may be amended from time to time.

"**Flexible Benefits Program**" means the flexible benefits arrangement agreed to and adopted by the Board on September 14, 1982, as it may be amended from time to time.

"**Incentive Award**" means any award under any cash bonus or cash incentive plan sponsored or maintained by the Company. The term “Incentive Award” does not include any awards or payments of awards under the Company’s Long-Term Incentive Plan.

"**Participant**" means any employee selected for participation by the Board or the Chief Executive Officer of Great Plains Energy Incorporated. A Participant can be a Converted Participant, a Post-2007 Participant or a Stationary Participant. Except with respect to benefits provided under Section 2.5, the term "Participant" also includes members of the Board. Individuals will become Participants in the Plan as of the date they are so designated. Individuals who were Participants for purposes of Sections VI, VII, and VIII of the Original Plan as of April 1, 2000 and that were employees of the Company on or after January 1, 2005, will continue to be Participants in this Plan.

"**Plan**" means this Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A).

"Post-2007 Participant" means a Participant that is hired by the Company on or after September 1, 2007.

"Separation from Service" or "Separates from Service" means a Participant's death, retirement or other termination of employment with the Company. A Separation from Service will not occur if a Participant is on military leave, sick leave or other bona fide leave of absence (such as temporary employment by the government) if the period of such leave does not exceed six

months, or if longer, as long as the Participant has a right (either by contract or by statute) to reemployment with the Company. "Separation from Service" will be interpreted in a manner consistent with Code Section 409A(a)(2)(A)(i).

"Specified Employee" means a Participant that would be a "specified employee" as defined in Code Section 409A(a)(2)(B)(i) and Department of Treasury regulations and other interpretive guidance issued thereunder. Effective January 1, 2008, for purposes of this definition, the "specified employee effective date" and the "specified employee identification date" are established and memorialized in the Company's "I.R.C. § 409A Specified Employee Policy" as the same may be modified from time to time in accordance with the rules and regulations of Code Section 409A.

"Stationary Participant" means a Participant who was hired by the Company before September 1, 2007 and elected in 2007 to maintain his or her current level of benefits under the Company's Management Pension Plan.

1.2 General Interpretive Principles. (a) Words in the singular include the plural and vice versa, and words of one gender include the other gender, in each case, as the context requires; (b) references to Sections are references to the Sections of this Plan unless otherwise specified; and (c) any reference to any U.S. federal, state, or local statute or law will be deemed to also refer to all amendments or successor provisions thereto, as well as all rules and regulations promulgated under such statute or law, unless the context otherwise requires.

ARTICLE II

DEFERRED COMPENSATION

2.1 Deferral Elections. Before the beginning of any calendar year, a Participant may elect to defer the receipt of:

(a) a specified dollar amount or percentage of the Participant's anticipated Base Salary (or director's fees) as in effect on January 1 of the year in which such salary or fees are to be deferred; and/or

(b) a specified dollar amount or percentage of any anticipated Incentive Awards to be paid to the Participant for performance in the following calendar year.

If the Participant desires to make such an election, the election must be in writing on a form provided by the Company, and may indicate an election to defer a fixed percentage of up to 50 percent of Base Salary, and/or 100 percent of director's fees or any Incentive Awards. Alternatively, the Participant may elect to defer a fixed dollar amount of Base Salary and/or any Incentive Awards in increments of $1,000, with a minimum deferral of $2,000 and a maximum deferral of an amount equal to 50% of Base Salary and 100% of director's fees or any Incentive Awards. An individual who first becomes a Participant in this Plan (and is not otherwise eligible nor has been eligible to participate in any other similar type of Plan that would be aggregated with this Plan under Code Section 409A) during a year may make a deferr al election for the balance of the year in which the employee becomes a Participant, provided the election is made within 30 days after the day on which he or she becomes a Participant.

An election to defer compensation under this Article II applies only to compensation earned subsequent to the date the election is made. An election to defer compensation will be effective only for the year, or portion of the year, for which the election was made, and may not be terminated or

changed during such year or portion of such year. If the Participant desires to continue the same election from year to year, he or she must nevertheless make an affirmative election each year to defer compensation.

2.2 Contents of Deferral Election. A Participant's deferral election must indicate, with respect to amounts deferred pursuant to the election, a distribution event in accordance with Section 2.6 and the form of payment alternative in accordance with Section 2.7.

2.3 Separate Accounts. A separate account will be established for each Participant who defers compensation under this Article II. The Company will credit deferred Base Salary to the Participant's account each month at the time the nondeferred Base Salary is paid to the Participant. The

Company will credit the Participant's account with a deferred Incentive Award annually at the time the Incentive Award is payable. Neither the Participant nor his or her designated beneficiary or beneficiaries has any property interest whatsoever in any specific Company assets as a result of this Plan.

2.4 Earnings Credits. The earnings rate each year upon which gains or losses on a Participant's account are credited (hereinafter "Earnings") will be a reasonable rate of interest based on the Company's weighted average cost of capital. The Earnings will be credited or debited to a Participant's account on a monthly basis, or at such other time or times as the Committee may determine. Earnings will continue to be credited to the balance of a Participant's account during the payout period elected pursuant to this Article II. The Earnings attributable to compensation deferred pursuant to a particular deferral election will be payable according to the same terms, conditions, limitations, and restrictions applicable to the compensation deferred pursuant to the deferral election. Any remaining payments will be re-computed annually to reflect the additional Earnings.

2.5 Company Contributions.

(a) Matching Contributions. A Participant will be eligible to receive a matching contribution under this Section 2.5(a) only if the Participant defers the maximum amount allowed under Code Section 402(g) (ignoring any opportunity the Participant may have had to make catch-up contributions described in Section 414(v) of the Code) for such year.

(i) For each Stationary Participant, the Company will credit to the Stationary Participant's account a matching contribution in an amount equal to 50% of the first 6% of the Base Salary deferred by the Participant under Section 2.1(a), but such amount will be reduced by the matching contribution made for the year to the Stationary Participant's account in the Employee Savings Plan. In no event will the total matching contributions in the Employee Savings Plan and this Plan exceed 3% of the Stationary Participant's Base Salary in any given year.

(ii) For each Converted Participant and Post-2007 Participant, the Company will credit to such Participant's account a matching contribution in an amount equal to 100% of the first 6% of the aggregate amount of the Participant's Base Salary and Incentive Awards deferred by the Participant under Section 2.1, but such amount will be reduced by the matching contribution made for the year to the Converted Participant's or Post-2007 Participant's account in the Employee Savings Plan. For avoidance of doubt, the matching

contribution on the deferred Incentive Awards shall be made effective on the date such Incentive Awards would have been paid to Participant in the absence of a deferral election. In no event will the total matching contributions in the Employee Savings Plan and this Plan exceed 6% of the Converted Participant's or Post-2007 Participant's aggregate amount of Base Salary and Incentive Awards in any given year.

Any matching contributions under this Plan will be credited to the Participant's account on a monthly basis. For Stationary Participants, the matching contributions and Earnings thereon shall be subject to the following vesting schedule:

Years of Service	**Vested Percentage**
Less Than Two Years	0%
Two Years	20%
Three Years	40%
Four Years	60%
Five Years	80%
Six Years	100%

For Converted Participants and Post-2007 Participants, all matching contributions and Earnings thereon, including all matching and Earnings accrued before January 1, 2008, are 100% vested.

(b) Additional Discretionary Company Contributions. From time to time, as determined appropriate by the Board, the Company may elect to make additional contributions (either discretionary, matching or both) to the Plan and may direct that such contributions be allocated among the accounts of those Participants that it may select. The Board may impose vesting conditions and/or allocation conditions with respect to such additional contributions. No Participant shall have a right to compel the Company to make a contribution under this Section 2.5(b) and no Participant shall have the right to share in the allocation of any such contribution for any year unless selected by the Board, in its sole discretion. At the time any such additional contribution is made, the Board may provide that the additi onal amounts are to be paid at the same time as other amounts deferred under this Plan are paid to the Participant or a different time (in all cases compliant with Code Section 409A) as established by the Board.

2.6 Permissible Distribution Events. A Participant may elect to defer receipt of amounts deferred pursuant to a deferral election until one of the following:

(a) Subject to Section 4.12, the Participant's Separation from Service other than on account of death;

(b) a specified age or date;

(c) the Participant's death;

(d) the earlier of (a) or (b) (*e.g.*, the earlier of Separation from Service or attainment of age 65); or

(e) the later of (a) or (b) (*e.g.*, the later of Separation from Service or attainment of age 65) .

In all cases if no distribution event has occurred on the date of the Participant's death, the Participant's death will be the distribution event. If a Participant fails to designate a distribution event and the Participant is not a Specified Employee at the time of the Participant's Separation from Service, payment of amounts deferred pursuant to the Participant's deferral election will be made (in the case of a lump sum) or commence (in the case of installments) on the 90th day after the Participant's Separation from Service. If a Participant fails to designate a distribution event, the Participant is a Specified Employee at the time of the Participant's Separation from Service and the Separation from Service is not on account of the Participant's death, payment of amounts deferred pursuant to the Participant's deferral election will commence on the first day of the 7th month after the month in which the Participant Separates from Service.

2.7 Permissible Forms of Payment. A Participant's deferral election must indicate the manner in which the amounts deferred pursuant to the election are to be paid upon a distribution event other than on account of a Participant's death. Upon a Participant's death, the form of payment is governed by Section 2.8(b), (c) and (d). Subject to this Section 2.7, the Participant may choose to have such amounts paid:

(a) in a single lump-sum payment; or

(b) in annual installments (of principal plus Earnings) over a period of 5 years, 10 years, or 15 years. Each annual installment will be equal to a fraction of the total remaining balance in the Participant's account, the numerator of which is 1 and the denominator is the total number of remaining installments, including the annual installment for which the amount is being calculated.

Notwithstanding a Participant's deferral election, single lump-sum payments will always be made to Participants (I) whose annual installments (regardless of whether such installments are being paid over 5, 10 or 15 years) will be less than $5,000 per year or (II) who Separate from Service with the Company before attaining age 50. If a Participant fails to make an election concerning the form of payment within the appropriate period of time, the payment will be made in a single lump sum.

Subject to Section 4.12, payments under this Article on account of deferral will be paid in full if the lump-sum option is chosen, or will begin to be paid in annual installments if an installment payment option is chosen, on the 30th day following the day the event occurred giving rise to the distribution, as elected by the Participant. If, on such 30th day, it is not administratively practicable to make or commence the payment(s), the payment(s) shall be made or commence as soon as administratively practicable

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Following the close of each year, or as soon thereafter as practicable, the Participant or the Participant's designated beneficiary or beneficiaries shall receive a statement of the Participant's deferred compensation account as of the end of such year.

2.8 Payment to Designated Beneficiaries.

(a) *Designated Beneficiary.* At the time a Participant elects to defer compensation under this Plan, the Participant may designate a death beneficiary or beneficiaries, and may amend or revoke such designation at any time.

(b) *Participant's Death Before Distribution Event.* If the Participant dies before any deferred amounts have been paid under this Plan, all amounts credited to the Participant's account will be paid to the Participant's designated beneficiary or beneficiaries, in a single lump-sum payment, on the 30th day following the date of the Participant's death.

(c) *Participant's Death After Distribution Event.* If a Participant dies after payment of any deferred amounts has commenced, the balance of the amounts credited to the Participant's account will continue to be paid to the Participant's beneficiary or beneficiaries at the same times and in the same form as the amounts were being paid to the Participant.

(d) *Deceased Designated Beneficiary*. If a Participant is not survived by a designated beneficiary, the balance of the amounts due the Participant under the deferral election for which no surviving beneficiary exists will be paid in a single lump-sum payment to the Participant's estate on the 30th day following the date of the Participant's death. If, with respect to a particular deferral election, a Participant's last surviving designated beneficiary dies after the Participant, but before the balance of the amounts due the beneficiary under the deferral election have been paid, the balance will be paid in a single lump-sum payment to the estate of the last surviving designated beneficiary as soon as practicable after the beneficiary's death.

2.9 Subsequent Elections. The Committee, in its sole discretion, may permit a Participant, with respect to a distribution event, to later change the Participant's election as to when payment of benefits under this Plan with respect to such event would be made or commence and change the selected form of payment; provided, however, that: (a) the subsequent election is not effective until, at the earliest twelve months before it is to take effect; (b) other than with respect to payment on account of a Participant's death, the change results in a deferral of payment of at least

five years from the earliest date the benefits, absent such a subsequent election, otherwise would have been paid or commenced on account of such event; and (c) where the Participant has elected payment after a specific number of years, the subsequent deferral election is made at least twelve months before the initial payment was scheduled.

2.10 409A Transition Election. All Participants in the Plan are permitted to amend their current elections relating to both timing and form of payment before December 31, 2008 provided that:

(a) No change in a timing or form election made during 2006 may either (1) apply to payments the Participant otherwise would have received in 2006 or (2) cause a Plan benefit to be paid in 2006 which otherwise would not have been paid in 2006;

(b) No change in a timing or form election made during 2007 may either (1) apply to payments the Participant otherwise would have received in 2007 or (2) cause a Plan benefit to be paid in 2007 which otherwise would not have been paid in 2007; or

(c) No change in a timing or form election made during 2008 may either (1) apply to payments the Participant otherwise would have received in 2008 or (2) cause a Plan benefit to be paid in 2008 which otherwise would not have been paid in 2008.

ARTICLE III

CAPITAL ACCUMULATION PLAN EXCESS BENEFIT

3.1 Effective January 1, 2008, no additional amounts will be contributed to Participant's CAP Excess Benefits Account under the Plan. From January 1, 2005 through December 31, 2007,

amounts were credited to a Participant's CAP Excess Benefit Account in accordance with the same manner as provided for in Section 3.1 of the Frozen NQDC Plan.

3.2 Benefits under the Participant's CAP Excess Benefit Account will be paid to the Participant as follows:

(a) When the Participant Separates from Service (whether due to death, disability, retirement or other termination), the Participant will be paid in a single lump-sum payment. The payment will be equal to the amount credited to the CAP Excess Benefits Account, plus the additional amount credited to the CAP Excess Benefits Account under Section 3.2(b), below. Subject to Section 4.12, payment will be made on the 60th day after the close of the calendar year in which the Participant Separates from Service. If the Participant dies before payment is made, payment will be made to the Participant's beneficiary on the 30th day after the Participant's death. The Participant's beneficiary for the purposes of this Article III wi ll be the Participant's beneficiary under the Capital Accumulation Plan.

(b) The Participant's CAP Excess Benefits Account will be credited and debited with the same Earnings and in the same manner as provided for in Section 2.4.

ARTICLE IV

MISCELLANEOUS

4.1 Plan Amendment and Termination. The Board may, in its sole discretion, terminate, suspend, or amend this Plan at any time or from time-to-time, in whole or in part. However, no amendment or suspension of the Plan may affect a Participant's right or the right of a beneficiary to

vested benefits accrued up to the date of any amendment or termination. In the event the Plan is terminated, the Committee will continue to administer the Plan until all amounts accrued and vested have been paid. In no event may the termination of the Plan result in distributions of benefits under the Plan unless such distribution on account of Plan termination would otherwise be permissible under Code Section 409A.

4.2 No Right to Employment. Nothing in this Plan gives any Participant the right to be retained in the service of the Company, nor will it interfere with the right of the Company to discharge or otherwise deal with Participants without regard to the existence of this Plan.

4.3 No Administrator Liability. Neither the Committee nor any member of the Board nor any officer or employee of the Company may be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his or her own fraud or willful misconduct; nor may the Company be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Company.

4.4 Unfunded Plan. This Plan is unfunded, and constitutes a mere promise by the Company to make benefit payments in the future. The right of any Participant, spouse, or beneficiary to receive a distribution under this Plan will be an unsecured claim against the general assets of the Company. The Company may choose to establish a separate trust (the "Trust"), and to contribute to the Trust from time to time assets to be held therein, subject to the claims of the Company's creditors in the event of the Company's insolvency, until paid to Plan Participants and beneficiaries in the manner and at the times as specified in the Plan. It is the intention of the Company th at the Trust, if established, constitutes an unfunded arrangement, and will not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of

Title I of the Employee Retirement Income Security Act of 1974, as amended. The Trustee of the Trust will invest the Trust assets, unless the Committee, in its sole discretion, chooses either to instruct the Trustee as to the investment of Trust assets or to appoint one or more investment managers to do so. The Committee may consult with Participants concerning the investment of Trust assets, but will reserve the right to invest and reinvest such assets in the manner it deems best.

4.5 Nontransferability. To the maximum extent permitted by law, no benefit under the Plan may be assignable or subject in any manner to alienation, sale, transfer, claims of creditors, pledge, attachment, or encumbrances of any kind.

4.6 Participant's Incapacity. Any amounts payable under the Plan to any person under legal disability or who, in the judgment of the Committee, is unable properly to manage his or her financial affairs, may be paid to the legal representative of that person or may be applied for the benefit of that person in any manner which the Committee may select.

4.7 Withholding. Any amounts paid to the Participant will be subject to income tax withholding or other deductions as may from time to time be required by federal, state, or local law.

4.8 Plan Administrator. The Plan shall be administered by the Committee or its designee, which may adopt rules and regulations to assist it in the administration of the Plan.

4.9 Claims Procedures. A request for a Plan benefit shall be filed with the Chairperson of the Committee or his or her designee, on a form prescribed by the Committee. Such a request, hereinafter referred to as a "claim," will be deemed filed when the executed claim form is received by the Chairperson of the Committee or his or her designee.

The Chairperson of the Committee or his or her designee shall decide such a claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant will be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

(a) The specific reason or reasons for the denial;

(b) A specific reference to pertinent Plan provisions on which the denial is based;

(c) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and

(d) Appropriate information as to the steps to be taken if the claimant wishes to appeal his or her claim, including the period in which the appeal must be filed and the period in which it will be decided.

The notice will be furnished to the claimant within 90 days after receipt of the claim by the Chairperson of the Committee or his or her designee, unless special circumstances require an extension of time for processing the claim. No extension will be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension will be furnished to the claimant before the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

If a claim is denied, in whole or in part, the claimant may appeal the denial to the full Committee, upon written notice to the Chairperson thereof. The claimant may review documents pertinent to the appeal and may submit issues and comments in writing to the Committee. No appeal will be considered unless it is received by the Committee within 90 days after receipt by the claimant of written notification of denial of the claim. The Committee shall decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision will be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for deciding the appeal is required, written notice of

the extension shall be furnished to the claimant before the commencement of the extension. The Committee's decision will be in writing and will include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions upon which the decision is based.

4.10 Deliverables. Each Participant will receive a copy of the Plan and, if a Trust is established pursuant to Section 4.4, the Trust, and the Company will make available for inspection by any Participant a copy of any rules and regulations used in administering the Plan.

4.11 Binding Effect. This Plan is binding on the Company and will bind with equal force any successor of the Company, whether by way of purchase, merger, consolidation or otherwise.

4.12 Delay for Specified Employees. Notwithstanding any other provision of this Plan to the contrary:

(a) with respect to any payment to be made under Section 2.6 and 2.7 if (1) the Participant has elected his or her Separation from Service as the applicable Distribution Event, and (2) the Participant is a Specified Employee, then payment of any amounts will be made or commence no earlier than the first business day of the 7th month following the month in which the Participant Separates from Service; and

(b) with respect to any payment to be made under Section 3.2, no payment may be made to a Participant who is a Specified Employee any earlier than the first business day of the 7th month following the month in which the Participant Separates from Service.

4.13 Severability. If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

4.14 I.R.C. § 409A. This Plan is intended to meet the requirements of Section 409A of the Code and may be administered in a manner that is intended to meet those requirements and will be construed and interpreted in accordance with such intent. All payments hereunder are subject to Section 409A of the Code and will be paid in a manner that will meet the requirements of Section 409A of the Code, including regulations or other guidance issued with respect thereto, such that the payment will not be subject to the excise tax applicable under Section 409A of the Code. Any provision of this Plan that would cause the payment to fail to satisfy Section 409A of the Code will be amended (in a manner that as closely as practicable achieves the original intent of this Plan) to comply with Section 409A of the Code on a timely basis, which may be made on a retroactive basis, in accordance with regulations and other guidance issued under Section 409A of the Code.

4.15 Governing Law. To the extent not superseded by the laws of the United States, this Plan shall be construed according to the laws of the State of Missouri.

This Plan is hereby adopted on this 30th day of October, 2007, except to the extent as otherwise noted, effective as of January 1, 2005, by a duly authorized officer of the Company.

GREAT PLAINS ENERGY INCORPORATED

By:

Title: Chairman of the Board and Chief Executive Officer

DISTRIBUTIONS FOR PARTICIPANTS

TERMINATED DURING 2005

Notwithstanding any other provision of this Plan or any election that may have been made by a Participant to the contrary, if a Participant who Separates from Service in 2005 elected to receive either a one-time, single-sum payment of the Participant's entire account or an annuity or series of payments, (i) all amounts credited to the Participant's account before 2005 are to be paid in accordance with such election, and (ii) all amounts credited to the Participant's account during 2005 will be paid in one-time, single-sum payment in 2005.

GREAT PLAINS ENERGY INCORPORATED

NONQUALIFIED DEFERRED COMPENSATION PLAN

Amended and Restated effective October 1, 2001

and Frozen effective December 31, 2004

GREAT PLAINS ENERGY INCORPORATED

FROZEN NONQUALIFIED DEFERRED COMPENSATION PLAN

PREAMBLE

The principal objective of this Frozen Nonqualified Deferred Compensation Plan is to provide opportunities for selected employees and members of the Board of Directors to defer the receipt of compensation. The Company may, but is not required to, set aside funds from time to time to provide such benefits, and such funds may be held in a separate trust established for such purpose. This Plan is a successor to the deferred compensation component of the Company's former Supplemental Executive Retirement and Deferred Compensation Plan (the "Prior Plan"), which was effective on November 2, 1993. It is effective as to each Participant on the date he or she becomes as a Participant hereunder. This Plan superseded the deferred compensation component of the Prior Plan and all similar nonqualified deferre d compensation plans that may be in existence.

Effective December 31, 2004, this Plan was "frozen" such that (1) no person may become a Participant under this Plan after December 31, 2004, and (2) no additional deferrals (other than Earnings on existing deferrals) may be made under this Plan after December 31, 2004. All participants eligible to participate in the Great Plains Energy NonQualified Deferred Compensation Plan as of January 1, 2005 will participate in the "Great Plains Energy Incorporated NonQualified Deferred Compensation Plan (as Amended and Restated for I.R.C. § 409A) ("Amended 409A Plan"), and all amounts contributed to the Plan or that were initially contributed to this Frozen Plan but became vested after December 31, 2004 and all Earnings on such deferrals will be governed by the Amended 409A Plan.

Appendix B

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ARTICLE

DEFINITIONS

1.1 **"Basic Plan"** means the Great Plains Energy Incorporated Management Pension Plan, as it may be amended from time to time.

1.2 **"Base Salary"** means the annual salary, excluding Incentive Awards, paid by the Company to the Participant. A Participant's Base Salary for any year shall not be limited by the provisions of Internal Revenue Code Sections 401(a)(17), 401(k)(3)(A)(ii), 401(m)(2), 402(g)(1), 415, or similar provisions restricting the amount of compensation that may be considered, deferred, or matched under plans qualified pursuant to Internal Revenue Code Section 401(a).

1.3 **"Board of Directors"** means the Board of Directors of the Company.

1.4 **"Capital Accumulation Plan"** means the Great Plains Energy Incorporated Capital Accumulation Plan, as it may be amended from time to time.

1.5 **"Committee"** means the Compensation and Development Committee (or successor to such Committee) of the Company's Board of Directors.

1.6 **"Company" means Great Plains Energy Incorporated, Great Plains Energy Services Incorporated, Great Plains Power Incorporated and Kansas City Power & Light Company or their successors; provided, however, that for purposes of Sections 1.3, 1.5, 1.10, and 4.4, "Company" shall mean Great Plains Energy Incorporated or its successor.**

1.7 **"Employee Savings Plus Plan"** means the Great Plains Energy Incorporated Cash or Deferred Arrangement ("Employee Savings Plus"), as it may be amended from time to time.

1.8 **"Flexible Benefits Program"** means the flexible benefits arrangement agreed to and promulgated by the Board of Directors by resolutions adopted September 14, 1982, as it may be amended from time to time.

1.9 **"Incentive Award"** means any award under any bonus or incentive plan sponsored or maintained by the Company.

1.10 **"Participant"** means any employee selected for participation by the Chief Executive Officer of the Company. For purposes of Sections 2.1 to 2.7, the term "Participant" shall also include members of the Board of Directors. Individuals shall become Participants in the Plan as of the date they are so designated; provided, however, that individuals who were Participants for purposes of Sections VI, VII, and VIII of the Prior Plan as of April 1, 2000, shall continue to be Participants in this Plan.

1.11 **"Plan"** means this Great Plains Energy Incorporated Nonqualified Deferred Compensation Plan (As Amended and Restated for I.R.C. § 409A).

ARTICLE II

DEFERRED COMPENSATION

2.1 Prior to the beginning of any calendar year, a Participant may elect to defer the receipt of:

(a) a specified dollar amount or percentage of his or her anticipated Base Salary (or director's fees) as in effect on January 1 of the year in which such salary or fees are to be deferred; and/or

(b) a specified dollar amount or percentage of any anticipated Incentive Awards to be paid to the Participant for performance in the following calendar year.

If the Participant desires to make such an election, the election shall be in writing on a form provided by the Company, and shall indicate an election to defer a fixed percentage of up to 50 percent of Base Salary, and/or 100 percent of director's fees or any Incentive Awards. Alternatively, the Participant may elect to defer a fixed dollar amount of Base Salary and/or any Incentive Awards in increments of one thousand dollars, with a minimum deferral of $2,000 and a maximum deferral of an amount equal to 50 percent of Base Salary and 100 percent of

director's fees or any Incentive Awards. Base Salary may be deferred in a given year only if the Participant participates in the Company's Employee Savings Plus Plan to the maximum extent allowed for that year. An individual who first becomes a Participant during a year may make a deferral election for the balance of the year in which he or she becomes a Participant, provided the election is made on or before the 30th day after the day on which he or she becomes a Participant.

An election to defer compensation under this Article II shall apply only to compensation earned subsequent to the date the election is made. An election to defer compensation shall be effective only for the year, or portion of the year, for which the election was made, and may not be terminated or changed during such year or portion of such year. If the Participant desires to continue the same election from year to year, he or she must nevertheless make an affirmative election each year to defer compensation. No compensation may be withheld from a Participant's Base Salary or Incentive Awards under the Plan after December 31, 2004.

2.2 A separate account shall be established for each Participant who defers compensation under this Article II. Such account shall be credited with that portion of the Participant's compensation being deferred.

Deferred Base Salary shall be credited to the Participant's account each month at the time nondeferred Base Salary is paid to the Participant. A deferred Incentive Award shall be credited to the Participant's account annually at the time the award is payable. Neither the Participant nor his or her designated beneficiary or beneficiaries shall have any property interest whatsoever in any specific assets as a result of this Plan.

2.3 The Committee shall establish a means by which gains or losses on a Participant's account (hereinafter, "Earnings") are credited to each Participant's account. The method and manner of establishing such Earnings may be set forth in a separate trust which the Company may establish with respect to this Plan, and shall be reviewed from time to time by the

Committee. Such Earnings shall be credited or debited to a Participant's account on a monthly basis, or at such other time or times as the Committee may determine.

Notwithstanding this Plan having been Frozen effective December 31, 2004, earnings continue to accrue under this Plan until amounts are distributed to a Participant.

2.4 A Participant's deferral election shall indicate, with respect to amounts deferred pursuant to the election, a deferral period in accordance with Section 2.5 and a distribution alternative in accordance with Section 2.6.

2.5 A Participant may elect to defer receipt of amounts deferred pursuant to a deferral election until one of the following:

(a) A stated date;

(b) A stated attained age; or

(c) A stated event (e.g., death) or events, or the earlier of two or more stated events (e.g., the earlier of death or attainment of age 65).

In the event a Participant fails to designate a deferral period hereunder, payment of amounts deferred pursuant to the Participant's deferral election shall commence within 90 days after the Participant's termination of employment.

Earnings shall continue to be credited to the balance of a Participant's account during the payout period elected pursuant to this Article II. The Earnings attributable to compensation deferred pursuant to a particular deferral election shall be payable according to the same terms, conditions, limitations, and restrictions applicable to the compensation deferred pursuant to the deferral election. Any remaining payments shall be re-computed annually to reflect the additional Earnings.

2.6 A Participant's deferral election shall indicate the manner in which the amounts deferred pursuant to the election are to be paid. The Participant may choose to have such amounts paid:

(a) in a single lump-sum payment; or

(b) in substantially equal monthly installments (of principal plus Earnings) over a period of 60 months certain, 120 months certain, or 180 months certain.

If a Participant fails to make an election concerning the form of payment, payment shall be made in a single lump sum.

Any amounts paid to the Participant shall be subject to income tax withholding or other deductions as may from time to time be required by federal, state, or local law. Payments under this Article on account of deferral shall be paid in full if the lump-sum option is chosen, or shall begin to be paid in monthly installments if a monthly payment option is chosen, within 30 days of the date elected by the Participant, or as soon thereafter as practicable.

Following the close of each year, or as soon thereafter as practicable, the Participant or the Participant's designated beneficiary or beneficiaries shall receive a statement of the Participant's deferred compensation account as of the end of such year.

2.7 At the time a Participant elects to defer compensation under this Plan, the Participant shall have the right to designate a death beneficiary or beneficiaries, and to amend or revoke such designation at any time. If the Participant dies before beginning to receive payment of amounts deferred pursuant to a given deferral election, the full amount due the Participant under said election shall be paid to the Participant's designated beneficiary or beneficiaries, in a single lump-sum payment, as soon as practicable after the Participant's death.

If a Participant dies after beginning to receive payment of amounts deferred pursuant to a given deferral election, the balance of the amounts which would have been paid under the deferral election to the Participant, but for his or her death, shall continue to be paid to the Participant's beneficiary or beneficiaries at the same times and in the same form as the amounts would have been paid to the Participant, but for his or her death. If a Participant is not survived

by a designated beneficiary, the balance of the amounts due the Participant under the deferral election for which no surviving beneficiary exists shall be paid in a single lump-sum payment to the Participant's estate as soon as practicable following his or her death. If, with respect to a particular deferral election, a Participant's last surviving designated beneficiary dies after the Participant, but before the balance of the amounts due the beneficiary under the deferral election have been paid, the balance shall be paid in a single lump-sum payment to the estate of the last surviving designated beneficiary as soon as practicable after the beneficiary's death.

2.8 The Company shall credit to a Participant's account a matching contribution in an amount equal to 50% of the first 6% of the Base Salary deferred by the Participant under Section 2.1(a), but such amount shall be reduced by the matching contribution made for the year to the Participant's account in the Employee Savings Plus Plan. In no event shall the total matching contributions in the Employee Savings Plus Plan and this Plan exceed 3% of the Participant's Base Salary in any given year. Any matching contributions under this Plan shall be credited to the Participant's account on a monthly basis. The matching contributions and earnings thereon shall be subject to the following vesting schedule:

Years of Service	**Vested Percentage**
Less Than Two Years	0%
Two Years	20%
Three Years	40%
Four Years	60%
Five Years	80%
Six Years	100%

As of December 31, 2004, any matching contribution that is less than fully vested will be subject to the Amended 409A Plan.

ARTICLE III

CAPITAL ACCUMULATION PLAN EXCESS BENEFIT

3.1 At the beginning of each calendar year or as soon thereafter as practicable, an amount will be credited to each Participant's CAP Excess Benefits Account under this Plan. Such amount shall be equal to the Participant's total number of flex dollars for the year under the Flexible Benefits Program, minus:

(a) the maximum permissible contribution to the Capital Accumulation Plan for the year on behalf of the Participant; and

(b) the number of flex dollars used by the Participant during such year to purchase the benefits available to the Participant under the Flexible Benefits Program.

3.2 Benefits will be paid to the Participant as follows:

(a) When the Participant's employment is terminated (whether due to death, disability, retirement or other termination), a single lump-sum payment will be made. The payment shall be equal to the amount credited to the CAP Excess Benefits Account, plus the additional amount credited to the CAP Excess Benefits Account under Section 3.2(b), below. Payment will be made no later than the 60th day after the close of the calendar year in which the Participant's employment terminates. If the Participant dies before payment is made, payment shall be made to the Participant's beneficiary as pro mptly as possible after the Participant's death. The Participant's beneficiary for the purposes of this Article III shall be the Participant's beneficiary under the Capital Accumulation Plan.

(b) The Participant's CAP Excess Benefits Account shall be credited and debited with the same Earnings and in the same manner as provided for in Section 2.3 herein.

3.3 The CAP Excess Benefits provided in Section VIII of the Prior Plan superseded those provided in the Capital Accumulation Plan Excess Benefit Agreement, and any amounts accrued under such Agreement are now subject to the provisions herein.

ARTICLE IV

MISCELLANEOUS

4.1 The Board of Directors may, in its sole discretion, terminate, suspend, or amend this Plan at any time or from time-to-time, in whole or in part. However, no amendment or suspension of the Plan shall affect a Participant's right or the right of a beneficiary to vested benefits accrued up to the date of any amendment or termination. In the event the Plan is terminated, the Committee will continue to administer the Plan until all amounts accrued and vested have been paid.

4.2 Nothing contained herein shall confer upon any Participant the right to be retained in the service of the Company, nor shall it interfere with the right of the Company to discharge or otherwise deal with Participants without regard to the existence of this Plan.

4.3 Neither the Committee nor any member of the Board of Directors nor any officer or employee of the Company shall be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his or her own fraud or willful misconduct; nor shall the Company be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Company.

4.4 This Plan is unfunded, and constitutes a mere promise by the Company to make benefit payments in the future. The right of any Participant, spouse, or beneficiary to receive a distribution under this Plan shall be an unsecured claim against the general assets of the Company. The Company may choose to establish a separate trust (the "Trust"), and to contribute to the Trust from time to time assets that shall be held therein, subject to the claims of

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the Company's creditors in the event of the Company's insolvency, until paid to Plan Participants and beneficiaries in such manner and at such times as specified in the Plan. It is the intention of the Company that such Trust, if established, shall constitute an unfunded arrangement, and shall not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The Trustee of the Trust shall invest the Trust assets, unless the Committee, in its sole discretion, chooses either to instruct the Trustee as to the investment of Trust assets or to appoint one or more investment managers to do so. The Committee m ay consult with Participants concerning the investment of Trust assets, but shall reserve the right to invest and reinvest such assets in the manner it deems best.

4.5 To the maximum extent permitted by law, no benefit under the Plan shall be assignable or subject in any manner to alienation, sale, transfer, claims of creditors, pledge, attachment, or encumbrances of any kind.

4.6 Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable properly to manage his or her financial affairs, may be paid to the legal representative of such person or may be applied for the benefit of such person in any manner which the Committee may select.

4.7 The Plan shall be administered by the Committee or its designee, which may adopt rules and regulations to assist it in the administration of the Plan.

4.8 A request for a Plan benefit shall be filed with the Chairperson of the Committee or his or her designee, on a form prescribed by the Committee. Such a request, hereinafter referred to as a "claim," shall be deemed filed when the executed claim form is received by the Chairperson of the Committee or his or her designee.

The Chairperson of the Committee or his or her designee shall decide such a claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant

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shall be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

(a) The specific reason or reasons for the denial;

(b) A specific reference to pertinent Plan provisions on which the denial is based;

(c) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and

(d) Appropriate information as to the steps to be taken if the claimant wishes to appeal his or her claim, including the period in which the appeal must be filed and the period in which it will be decided.

The notice shall be furnished to the claimant within 90 days after receipt of the claim by the Chairperson of the Committee or his or her designee, unless special circumstances require an extension of time for processing the claim. No extension shall be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension shall be furnished to the claimant before the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

If a claim is denied, in whole or in part, the claimant may appeal the denial to the full Committee, upon written notice to the Chairperson thereof. The claimant may review documents pertinent to the appeal and may submit issues and comments in writing to the Committee. No appeal shall be considered unless it is received by the Committee within 90 days after receipt by the claimant of written notification of denial of the claim. The Committee shall decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision shall be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for

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deciding the appeal is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Committee's decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions upon which the decision is based.

4.9 Each Participant shall receive a copy of the Plan and, if a Trust is established pursuant to Section 4.4, the Trust, and the Company shall make available for inspection by any Participant a copy of any rules and regulations used in administering the Plan.

4.10 If any contest or dispute shall arise as to amounts due to a Participant under this Plan, the Company shall reimburse the Participant, on a current basis, all legal fees and expenses incurred by the Participant in connection with such contest or dispute; provided, however, that in the event the resolution of any such contest or dispute includes a finding denying the Participant's claims, the Participant shall be required immediately to reimburse the Company for all sums advanced to the Participant hereunder.

4.11 This Plan is binding on the Company and will bind with equal force any successor of the Company, whether by way of purchase, merger, consolidation or otherwise.

4.12 If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

4.13 To the extent not superseded by the laws of the United States, this Plan shall be construed according to the laws of the State of Missouri.

GREAT PLAINS ENERGY INCORPORATED

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Three Months Ended March 31 2010	2009	2008	2007	2006	2005
	(millions)					
Income from continuing operations	$ 20.3	$ 151.9	$ 119.7	$ 120.9	$ 136.7	$ 142.9
Add						
Equity investment loss	-	0.4	1.3	2.0	1.9	0.4
Income subtotal	20.3	152.3	121.0	122.9	138.6	143.3
Add						
Taxes on income	9.7	29.5	63.8	44.9	60.3	22.2
Kansas City earnings tax	0.2	0.4	0.3	0.5	0.5	0.5
Total taxes on income	9.9	29.9	64.1	45.4	60.8	22.7
Interest on value of leased property	1.5	6.5	3.6	3.9	4.1	6.2
Interest on long-term debt	54.1	203.6	126.2	74.1	62.6	64.3
Interest on short-term debt	2.1	10.3	18.2	26.4	9.2	4.5
Other interest expense and amortization [(a)]	-	4.7	(1.4)	5.8	3.9	4.3
Total fixed charges	57.7	225.1	146.6	110.2	79.8	79.3
Earnings before taxes on income and fixed charges	$ 87.9	$ 407.3	$ 331.7	$ 278.5	$ 279.2	$ 245.3
Ratio of earnings to fixed charges	1.52	1.81	2.26	2.53	3.50	3.09

(a) On January 1, 2007, Great Plains Energy elected to make an accounting policy change to recognize interest related to uncertain tax positions in interest expense.

Exhibit 31.1.a

CERTIFICATIONS

I, Michael J. Chesser, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Great Plains Energy Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report:

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2010

/s/ Michael J. Chesser

Michael J. Chesser
Chairman of the Board and Chief Executive Officer

Exhibit 31.1.b

CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Great Plains Energy Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report:

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2010

/s/ Terry Bassham

Terry Bassham
Executive Vice President – Finance and Strategic Development and
Chief Financial Officer

Exhibit 32.1

Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Great Plains Energy Incorporated (the "Company") for the quarterly period ended March 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Michael J. Chesser, as Chairman of the Board and Chief Executive Officer of the Company, and Terry Bassham, as Executive Vice President - Finance and Strategic Development and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

	/s/ Michael J. Chesser
Name:	Michael J. Chesser
Title:	Chairman of the Board and Chief Executive Officer
Date:	May 6, 2010

	/s/ Terry Bassham
Name:	Terry Bassham
Title:	Executive Vice President – Finance and Strategic Development and Chief Financial Officer
Date:	May 6, 2010

This certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document. This certification shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to liability under that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934 except to the extent this Exhibit 32.1 is expressly and specifically incorporated by reference in any such filing.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Great Plains Energy Incorporated and will be retained by Great Plains Energy Incorporated and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 10.2.2

AMENDMENT
DATED AS OF MAY 5, 2010
TO
RECEIVABLES SALE AGREEMENT
DATED AS OF JULY 1, 2005

THIS AMENDMENT (the *"Amendment"*), dated as of May 5, 2010, is entered into among Kansas City Power & Light Receivables Company (the *"Seller"*), Kansas City Power & Light Company (the *"Initial Collection Agent"*), Victory Receivables Corporation (the *"Purchaser"*), The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch (formerly known as The Bank of Tokyo-Mitsubishi, Ltd., New York Branch), as agent for the Purchaser (the *"Agent"*).

Reference is hereby made to that certain Receivables Sale Agreement, dated as of July 1, 2005 (as amended, supplemented or otherwise modified through the date hereof, the "*Sale Agreement"*), among the Seller, the Initial Collection Agent, the Purchaser and the Agent. Terms used herein and not otherwise defined herein which are defined in the Sale Agreement or the other Transaction Documents (as defined in the Sale Agreement) shall have the same meaning herein as defined therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Upon execution by the parties hereto in the space provided for that purpose below, the Sale Agreement shall be, and it hereby is, amended as follows:

Clause (d) of the defined term *"Termination Date"* appearing in Schedule I of the Sale Agreement is hereby amended in its entirety and as so amended shall read as follows:

(d) May 4, 2011.

Section 2. The Sale Agreement, as amended and supplemented hereby or as contemplated herein, and all rights and powers created thereby and thereunder or under the other Transaction Documents and all other documents executed in connection therewith, are in all respects ratified and confirmed. From and after the date hereof, the Sale Agreement shall be amended and supplemented as herein provided, and, except as so amended and supplemented, the Sale Agreement, each of the other Transaction Documents and all other documents executed in connection therewith shall remain in full force and effect.

Section 3. This Amendment shall become effective once the Agent receives (i) executed counterparts hereof, (ii) a renewal fee described in the Second Amendment to Amended and Restated Fee Letter and (iii) executed counterparts to the Second Amendment to Amended and Restated Fee Letter.

Section 4. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 5. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as the Agent

By: /s/ Aditya Reddy
Title: VP and Manager

VICTORY RECEIVABLES CORPORATION

By: /s/ Frank B. Bilotta
Title: President

KANSAS CITY POWER & LIGHT RECEIVABLES COMPANY

By: /s/ James P. Gilligan

Title: President

KANSAS CITY POWER & LIGHT COMPANY

By: /s/ Michael W. Cline
Title: Vice President – Investor Relations and Treasurer

KANSAS CITY POWER & LIGHT COMPANY

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Three Months Ended March 31					
	2010	2009	2008	2007	2006	2005
	(millions)					
Income from continuing operations	$ 19.2	$ 128.9	$ 125.2	$ 156.7	$ 149.3	$ 151.5
Add						
Taxes on income	7.6	46.9	59.8	59.3	70.3	48.0
Kansas City earnings tax	0.2	0.2	0.5	0.5	0.5	0.5
Total taxes on income	7.8	47.1	60.3	59.8	70.8	48.5
Interest on value of leased property	1.4	6.0	3.3	3.9	4.1	6.2
Interest on long-term debt	29.5	110.4	79.3	54.5	55.4	56.7
Interest on short-term debt	0.7	5.3	15.2	20.3	8.0	3.1
Other interest expense and amortization [a]	(0.7)	0.3	1.4	6.8	3.2	3.6
Total fixed charges	30.9	122.0	99.2	85.5	70.7	69.6
Earnings before taxes on income and fixed charges	$ 57.9	$ 298.0	$ 284.7	$ 302.0	$ 290.8	$ 269.6
Ratio of earnings to fixed charges	1.87	2.44	2.87	3.53	4.11	3.87

(a) On January 1, 2007, Kansas City Power & Light Company elected to make an accounting policy change to recognize interest related to uncertain tax positions in interest expense.

Exhibit 31.2.a

CERTIFICATIONS

I, Michael J. Chesser, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kansas City Power & Light Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report:

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2010

/s/ Michael J. Chesser

Michael J. Chesser
Chairman of the Board and Chief Executive Officer

Exhibit 31.2.b

CERTIFICATIONS

I, Terry Bassham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kansas City Power & Light Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report:

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2010

/s/ Terry Bassham
Terry Bassham
Executive Vice President – Finance and Strategic Development and Chief Financial Officer

Exhibit 32.2

Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Kansas City Power & Light Company (the "Company") for the quarterly period ended March 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Michael J. Chesser, as Chairman of the Board and Chief Executive Officer of the Company, and Terry Bassham, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael J. Chesser

Name:	Michael J. Chesser
Title:	Chairman of the Board and Chief Executive Officer
Date:	May 6, 2010

/s/ Terry Bassham

Name:	Terry Bassham
Title:	Executive Vice President - Finance and Strategic Development and Chief Financial Officer
Date:	May 6, 2010

This certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document. This certification shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to liability under that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934 except to the extent this Exhibit 32.2 is expressly and specifically incorporated by reference in any such filing.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Kansas City Power & Light Company and will be retained by Kansas City Power & Light Company and furnished to the Securities and Exchange Commission or its staff upon request.