



SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

Current Report

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 9, 2009

<b>Commission File Number</b>	<b>Registrant, State of Incorporation, Address and Telephone Number</b>	<b>I.R.S. Employer Identification Number</b>
001-32206	<b>GREAT PLAINS ENERGY INCORPORATED</b> (A Missouri Corporation) 1201 Walnut Street Kansas City, Missouri 64106 (816) 556-2200  NOT APPLICABLE (Former name or former address, if changed since last report)	43-1916803
000-51873	<b>KANSAS CITY POWER &amp; LIGHT COMPANY</b> (A Missouri Corporation) 1201 Walnut Street Kansas City, Missouri 64106 (816) 556-2200  NOT APPLICABLE (Former name or former address, if changed since last report)	44-0308720

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

This combined Current Report on Form 8-K 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 GMO has any obligation in respect of KCP&L's debt securities and holders of such securities should not consider Great Plains Energy's or GMO's 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 GMO.

**Item 1.01 Entry into a Material Definitive Agreement**

KCP&L, Kansas City Power & Light Receivables Company ("Receivables Company"), The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch (the "Agent") and Victory Receivables Corporation (the "Purchaser") are parties to a certain Receivables Sale Agreement, dated as of July 1, 2005, as previously amended by Amendment No. 1 dated as of April 2, 2007 and Amendment No. 2 dated as of July 11, 2008 (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 July 9, 2009, the parties entered into an Amendment (the "Amendment") to the RSA. The Amendment, among other things: (a) extends the termination date of the RSA from July 10, 2009 to July 8, 2010; (b) modifies Purchaser's obligation to purchase accounts receivable from a maximum of \$100 million in aggregate outstanding principal amount during the period of June 1 through October 31, and \$70 million in aggregate outstanding principal amount during the period of November 1 through May 31, to a maximum of \$95 million in aggregate outstanding principal amount at any time; and (c) increases the Discount Rate from the Bank Rate or Alternate Base Rate, as applicable, plus 1%, to the Bank Rate or Alternate Base Rate, as applicable, plus 2% (as those terms are defined in the RSA).

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.

## Financial Statements and Exhibits

### Item 9.01

#### (d) Exhibits

- 10.1 \* Receivables Sale Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent, and Victory Receivables Corporation (Exhibit 10.2.c to Form 10-Q for the quarter ended June 30, 2005).
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- 10.2 \* Amendment No. 1 dated as of April 2, 2007, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation to the Receivables Sale Agreement dated as of July 1, 2005 (Exhibit 10.2.2 to Form 10-Q for the quarter ended March 31, 2007).
- 10.3 \* Amendment No. 2 dated as of July 11, 2008, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation to the Receivables Sale Agreement dated as of July 1, 2005 (Exhibit 10.2.2 to For 10-Q for the quarter ended June 30, 2008).
- 10.4 Amendment dated as of July 9, 2009 to Receivables Sale Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation.

\* Previously filed

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **GREAT PLAINS ENERGY INCORPORATED**

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

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

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

Date: July 13, 2009.

## **Exhibit Index**

Exhibit No.	Title
10.1	Receivables Sale Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, as the Seller, Kansas City Power & Light Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as the Agent, and Victory Receivables Corporation (Exhibit 10.2.c to Form 10-Q for the quarter ended June 30, 2005).
10.2	Amendment No. 1 dated as of April 2, 2007, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation to the Receivables Sale Agreement dated as of July 1, 2005 (Exhibit 10.2.2 to Form 10-Q for the quarter ended March 31, 2007).
10.3	Amendment No. 2 dated as of July 11, 2008, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation to the Receivables Sale Agreement dated as of July 1, 2005 (Exhibit 10.2.2 to For 10-Q for the quarter ended June 30, 2008).

Amendment dated as of July 9, 2009 to Receivables Sale Agreement dated as of July 1, 2005, among Kansas City Power & Light Receivables Company, Kansas City Power & Light Company, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch and Victory Receivables Corporation.

AMENDMENT  
DATED AS OF JULY 9, 2009  
TO  
RECEIVABLES SALE AGREEMENT  
DATED AS OF JULY 1, 2005

This Amendment (the "*Amendment*"), dated as of July 9, 2009, 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:

(a) Section 1.2(b) of the Sale Agreement is hereby amended by deleting the last sentence appearing therein, in its entirety.

(b) Clause (a) of the defined term "*Defaulted Receivable*" appearing in Schedule I of the Sale Agreement is hereby amended in its entirety and as so amended shall read as follows:

(a) on which any amount is unpaid more than 90 days past its invoice date

(c) The defined term "*Dilution Reserve*" appearing in Schedule I of the Sale Agreement is hereby amended in its entirety and as so amended shall read as follows:

"*Dilution Reserve*" means (i) two (2) times the highest three consecutive month average Dilution Ratio (expressed as a decimal) over the last twelve (12) calendar months multiplied by (ii) the Eligible Receivables Balance.

(d) The references to "1.0%" appearing in the defined term "*Discount Rate*" appearing in Schedule I of the Sale Agreement are hereby amended to read as "2.0%."

(e) The reference to "2" appearing in clause (b) of the defined term "*Loss Reserve*" appearing in Schedule I of the Sale Agreement is hereby amended to read as "3."

(f) The defined term "*Purchase Limit*" appearing in Schedule I of the Sale Agreement is hereby amended in its entirety and as so amended shall read as follows:

"*Purchase Limit*" means \$95,000,000.

(g) The defined term "*Seasonal Period*" appearing in Schedule I of the Sale Agreement is hereby deleted in its entirety.

(h) 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) July 8, 2010.

(i) Clause (n) of the defined term "*Termination Event*" appearing in Schedule I of the Sale Agreement is hereby deleted in its entirety.

*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 First Amendment to Amended and Restated Fee Letter and (iii) executed counterparts to the First 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.

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
New York Branch, as the Agent  
By: /s/ Ichinari Matsui  
Title: SVP & Group Head

VICTORY RECEIVABLES CORPORATION  
By: /s/ Louise E. Colby  
Title: Vice 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