

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): May 22, 2008 (May 16, 2008)

Commission File Number	Registrant, State of Incorporation, Address and Telephone Number	I.R.S. Employer Identification Number
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001-32206

GREAT PLAINS ENERGY INCORPORATED

43-1916803

(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)

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))
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Item 1.01 Entry into a Material Definitive Agreement

On May 16, 2008, two amendments were entered into relating to the Credit Agreement dated as of May 11, 2006, among Great Plains Energy Incorporated, Bank of America, N.A., JPMorgan Chase Bank, N.A., BNP Paribas, The Bank of Tokyo-Mitsubishi UFJ, Limited, Chicago Branch, Wachovia Bank N.A., The Bank of New York, Keybank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A. (the "Credit Agreement"). The Credit Agreement provides for a revolving credit facility of up to \$600 million, and was filed as Exhibit 10.1.b to Form 10-Q for the quarter ended June 30, 2006. The First Amendment to Credit Agreement (the "First Amendment") will be effective as of the closing of the acquisition of Aquila, Inc. by Great Plains Energy, and permits certain liens and dividend restrictions under various existing Aquila financing arrangements to continue after the acquisition. The Second Amendment to Credit Agreement (the "Second Amendment") permits the anticipated sale of Strategic Energy, L.L.C. ("Strategic Energy") to Direct Energy Services, LLC ("Direct Energy") pursuant to the Purchase Agreement dated as of April 1, 2008, among Great Plains Energy, Custom Energy, and Direct Energy (the "Purchase Agreement"), a copy of which was attached as Exhibit 10.1 to Great Plains Energy's Current Report on Form 8-K filed April 2, 2008.

The foregoing is a summary of the material provisions of the amendments. This summary is not intended to be complete and is qualified in its entirety by reference to such amendments, which are incorporated by reference and are attached as Exhibits 10.1 and 10.2.

An affiliate of The Bank of New York is trustee under certain indentures with Great Plains Energy and a subsidiary. UMB Bank, N.A., is a trustee under an indenture with a Great Plains Energy subsidiary. In addition, the lenders and certain of their affiliates engage in transactions with, and perform services for, Great Plains Energy and its affiliates in the ordinary course of business and have engaged, and may in the future engage, in commercial banking and investment banking transactions with Great Plains Energy and its affiliates.

Item 1.02 Termination of a Material Definitive Agreement

Under the terms of the Purchase Agreement, Strategic Energy is required to satisfy and discharge, on or before the closing of the transaction, the \$50,000,000 Revolving Credit Facility Credit Agreement dated as of October 3, 2007 by and among Strategic Energy, L.L.C., Fifth Third Bank, The Huntington National Bank, and PNC Bank, National Association, as Administrative Agent (the "Credit Agreement"). A copy of the Credit Agreement was attached as Exhibit 10.1.1 to Great Plains Energy's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007. On May 20, 2008, pursuant to the provisions of the Credit Agreement, Strategic Energy provided notice of complete termination of the lenders' commitments effective as of May 25, 2008. No material early termination penalties were incurred. As of May 20, 2008, there were no outstanding borrowings or letters of credit under the Credit Agreement.

PNC Bank and Fifth Third Bank are parties to a Receivables Purchase Agreement dated as of October 3, 2007, with Strategic Energy, Strategic Receivables, LLC and Market Street Funding LLC (an affiliate of PNC Bank), a copy of which was attached as Exhibit 10.1.2 to Great Plains Energy's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007. Under this agreement, purchases of accounts receivable and issuances of letters of credit may be made, not exceeding an aggregate of \$175 million at any one time.

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On May 20, 2008, Shahid Malik, President and Chief Executive Officer of Strategic Energy, Executive Vice President of Great Plains Energy and a named executive officer of Great Plains Energy, provided notice of his decision to resign from his position as Executive Vice President of Great Plains Energy, conditioned and effective upon the closing of the anticipated sale of Strategic Energy to Direct Energy.

Item 9.01 **Financial Statements and Exhibits**

(d) Exhibit No.

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|------|---|
| 10.1 | First Amendment to Credit Agreement dated as of May 16, 2008, among Great Plains Energy Incorporated, Bank of America, N.A., JPMorgan Chase Bank, N.A., BNP Paribas, The Bank of Tokyo-Mitsubishi UFJ, Limited, Chicago Branch, Wachovia Bank N.A., The Bank of New York, Keybank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A. |
| 10.2 | Second Amendment to Credit Agreement dated as of May 16, 2008, among Great Plains Energy Incorporated, Bank of America, N.A., JPMorgan Chase Bank, N.A., BNP Paribas, The Bank of Tokyo-Mitsubishi UFJ, Limited, Chicago Branch, Wachovia Bank N.A., The Bank of New York, Keybank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A. |

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/ Lori A. Wright
Lori A. Wright
Controller

Date: May 22, 2008

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT dated as of May 16, 2008 (the "Agreement") is entered into among Great Plains Energy Incorporated, a Missouri corporation (the "Borrower"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Lenders, JPMorgan Chase Bank, N.A., as Syndication Agent and Bank of America, N.A., as Administrative Agent entered into that certain Credit Agreement dated as of May 11, 2006 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order:

"Aquila" means Aquila, Inc., a Delaware corporation.

"Aquila Acquisition" means the acquisition of Aquila by the Borrower pursuant to the terms of that certain Agreement and Plan of Merger dated as of February 6, 2008 by and among the Borrower, Aquila, Gregory Acquisition Corp. and Black Hills Corporation, as amended or modified.

(b) Section 6.12(xiv) of the Credit Agreement is hereby amended to read as follows:

(xiv) Liens on (including Liens arising out of the sale of) accounts receivable and/or contracts which will give rise to accounts receivable of KCPL, Strategic Energy, L.L.C. and, following the consummation of the Aquila Acquisition, Aquila; and other Liens on (including Liens arising out of the sale of) accounts receivable and/or contracts which will give rise to accounts receivable of the Borrower or any Subsidiary in an aggregate amount not at any time exceeding \$10,000,000.

(c) The proviso in Section 6.16 of the Credit Agreement is hereby amended to read as follows:

provided, that (a) the foregoing provisions of this Section 6.16 shall not prohibit the Borrower or any Significant Subsidiary from entering into any debt instrument containing a total debt to capitalization covenant, (b) Strategic Energy, L.L.C. may be a party to a credit agreement restricting its ability to pay dividends to the Borrower if a

breach of any financial covenant in such agreement exists or would result from such payment so long as any such financial covenant is customary for similarly-situated companies and (c) following the consummation of the Aquila Acquisition, Aquila may continue to be a party to the credit agreements in existence at the time of the consummation of the Aquila Acquisition, which restrict Aquila's ability to pay dividends if (i) a breach of any financial covenant in such agreements exists or would result from such payment or (ii) Aquila's senior unsecured credit rating is below Ba2 by Moody's and BB by S&P.

2. Conditions Precedent. This Agreement shall be effective upon receipt by the Administrative Agent of counterparts of this Agreement duly executed by the Borrower, the Administrative Agent and the Required Lenders.

3. Miscellaneous.

(a) Except as herein specifically agreed, the Credit Agreement, and the obligations of the Borrower thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.

(b) The Borrower hereby represents and warrants as follows:

(i) The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(ii) This Agreement has been duly executed and delivered by the Borrower and constitutes the Borrower's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by the Borrower of this Agreement.

(c) The Borrower represents and warrants to the Lenders that (i) the representations and warranties of the Borrower set forth in Article V of the Credit Agreement are true and correct as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Unmatured Default.

(d) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(e) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

GREAT PLAINS ENERGY INCORPORATED
a Missouri corporation

By: /s/ Terry Bassham
Name: Terry Bassham
Title: Executive Vice President – Finance and Strategic
Development and CFO

LENDERS:

BANK OF AMERICA, N.A.
individually in its capacity as a
Lender and in its capacity as Administrative Agent

By: /s/ P. Martin
Name: Patrick Martin
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Nancy R. Barwig
Name: Nancy R. Barwig
Title: Vice President

BNP PARIBAS

By: /s/ Denis P. O'Meara
Name: Denis O'Meara
Title: Managing Director

By: /s/ M Khatri
Name: Manoj Khatri
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ,
LIMITED, CHICAGO BRANCH

By: /s/ Chi-Cheng Chen
Name: Chi-Cheng Chen
Title: Authorized Signatory

WACHOVIA BANK

By: /s/ L. S. Phillips
Name: Leanne S. Phillips
Title: Director

BANK OF NEW YORK

By:
Name:
Title:

KEY BANK NATIONAL ASSOCIATION

By: /s/ Keven D. Smith
Name: Keven D. Smith
Title: Senior Vice President

THE BANK OF NOVA SCOTIA

By: /s/ Thane Rattew
Name: Thane Rattew
Title: Managing Director

UMB BANK, N.A.

By: /s/ Robert P. Elbert
Name: Robert P. Elbert
Title: Senior Vice President

COMMERCE BANK, N.A.

By: /s/ R. David Emley, Jr.
Name: R. David Emley, Jr.
Title: Vice President

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT dated as of May 16, 2008 (the "Agreement") is entered into among Great Plains Energy Incorporated, a Missouri corporation (the "Borrower"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Lenders, JPMorgan Chase Bank, N.A., as Syndication Agent and Bank of America, N.A., as Administrative Agent entered into that certain Credit Agreement dated as of May 11, 2006 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Credit Agreement is hereby amended as follows:

(a) Section 6.5 of the Credit Agreement is hereby amended to add the following proviso at the end thereof to read as follows:

; provided that, notwithstanding the foregoing, the Borrower may dissolve Custom Energy Holdings, L.L.C., Innovative Energy Consultants Inc., and KLT Energy Services Inc. or may merge one or more of said Subsidiaries into one or more Wholly-Owned Subsidiaries of the Borrower following the sale of Strategic Energy, L.L.C. to Direct Energy Services, LLC.

(b) Section 6.11 of the Credit Agreement is hereby amended by adding a new subsection (v) after subsection (iv) thereof to read as follows:

(v) The Borrower may sell Strategic Energy, L.L.C. to Direct Energy Services, LLC pursuant to terms of that certain purchase agreement dated as of April 1, 2008 by and among the Borrower, Custom Energy Holdings L.L.C., Strategic Energy, L.L.C. and Direct Energy Services, LLC.

(c) Section 6.11 of the Credit Agreement is hereby amended by restating clause (b) in the final paragraph thereof to read as follows:

(b) transactions permitted by clauses (i) through (v) above,

2. Conditions Precedent. This Agreement shall be effective upon receipt by the Administrative Agent of counterparts of this Agreement duly executed by the Borrower, the Administrative Agent and the Required Lenders.

3. Miscellaneous.

(a) Except as herein specifically agreed, the Credit Agreement, and the obligations of the Borrower thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.

(b) The Borrower hereby represents and warrants as follows:

(i) The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(ii) This Agreement has been duly executed and delivered by the Borrower and constitutes the Borrower's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by the Borrower of this Agreement.

(c) The Borrower represents and warrants to the Lenders that (i) the representations and warranties of the Borrower set forth in Article V of the Credit Agreement are true and correct as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Unmatured Default.

(d) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(e) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

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GREAT PLAINS ENERGY INCORPORATED
a Missouri corporation

By: /s/ Terry Bassham
Name: Terry Bassham
Title: Executive Vice President – Finance and Strategic
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BANK OF AMERICA, N.A.
individually in its capacity as a
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By: /s/ P. Martin
Name: Patrick Martin
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Nancy R. Barwig
Name: Nancy R. Barwig
Title: Vice President

BNP PARIBAS

By: /s/ Denis P. O'Meara
Name: Denis O'Meara
Title: Managing Director

By: /s/ M Khatri
Name: Manoj Khatri
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ,
LIMITED, CHICAGO BRANCH

By: /s/ Chi-Cheng Chen
Name: Chi-Cheng Chen
Title: Authorized Signatory

WACHOVIA BANK

By: /s/ L. S. Phillips
Name: Leanne S. Phillips
Title: Director

BANK OF NEW YORK

By:
Name:
Title:

KEY BANK NATIONAL ASSOCIATION

By: /s/ Keven D. Smith
Name: Keven D. Smith
Title: Senior Vice President

THE BANK OF NOVA SCOTIA

By: /s/ Thane Rattew
Name: Thane Rattew
Title: Managing Director

UMB BANK, N.A.

By: /s/ Robert P. Elbert
Name: Robert P. Elbert
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By: /s/ R. David Emley, Jr.
Name: R. David Emley, Jr.
Title: Vice President

