

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): June 11, 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

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))

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

On June 11, 2009, a Fourth Amendment 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, New York Branch, Wachovia Bank N.A., The Bank of New York Mellon, Keybank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A. (the "Credit Agreement") was entered into by the parties. 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 Fourth Amendment permits KCP&L Greater Missouri Operations Company ("GMO") to sell or transfer accounts receivable pursuant to one or more securitization transactions, and updates references to GMO's current name.

The lenders under the Credit Agreement are also lenders under a revolving credit agreement with Kansas City Power & Light Company ("KCP&L"), a wholly-owned subsidiary of Great Plains Energy, which with the Credit Agreement aggregates to \$1 billion. Bank of America, N.A., BNP Paribas, JPMorgan Chase Bank, N.A., The Bank of Nova Scotia, Wachovia Bank, N.A., The Bank of New York Mellon, an affiliate of The Bank of Tokyo-Mitsubishi UFJ Ltd., New York Branch, and UMB Bank, N.A., are also lenders under a \$400 million revolving credit agreement with GMO. An affiliate of The Bank of New York Mellon is the trustee for \$387.5 million of Great Plains Energy unsecured debt, and \$1,378.7 million of KCP&L's secured and unsecured debt (including Environmental Improvement Revenue Refunding debt issued by certain governmental entities) under several separate indentures. UMB Bank, N.A., is the trustee for \$755.3 million of KCP&L mortgage bonds. The Bank of Tokyo-Mitsubishi UFJ Ltd., New York Branch acts as agent, and an affiliate is a purchaser, under a receivables sale agreement with KCP&L, and an affiliate 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. Bank of America, N.A. and JP Morgan Chase Bank, N.A. also participate in the commercial paper program of KCP&L and may from time to time hold KCP&L's commercial paper. The lenders under the Credit Agreement and certain of their respective 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 and its affiliates in the ordinary course of business for which they have received and may in the future receive customary compensation.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

- 10.1 \* 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. (Exhibit 10.1.b to Form 10-Q for the quarter ended June 30, 2006).
- 10.2 \* Notice of Election to Transfer Unused Commitment between the Great Plains Energy Incorporated and Kansas City Power & Light Company Credit Agreements dated as of May 11, 2006, with Bank of America, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., as Syndication Agent, BNP

Paribas, The Bank of Tokyo-Mitsubishi UFJ, Limited, Chicago Branch and Wachovia Bank N.A., as Co-Documentation Agents, The Bank of New York, KeyBank National Association, The Bank of Nova Scotia, UMB Bank, N.A., and Commerce Bank, N.A. (Exhibit 10.1.2 to Form 10-Q for the quarter ended June 30, 2007).

- 10.3 \* First Amendment to Credit Agreement dated as of May 16, 2008, among Great Plains Energy Incorporated, the Lenders party thereto and Bank of America, N.A., as Administrative Agent (Exhibit 10.1 to Form 8-K filed on May 22, 2008).
- 10.4 \* Second Amendment to Credit Agreement dated as of May 16, 2008, among Great Plains Energy Incorporated, the Lenders party thereto and Bank of America, N.A., as Administrative Agent (Exhibit 10.2 to Form 8-K filed on May 22, 2008).
- 10.5 \* Third Amendment to Credit Agreement dated as of June 13, 2008, among Great Plains Energy Incorporated, the Lenders party thereto and Bank of America, N.A., as Administrative Agent (Exhibit 10.1 to Form 8-K filed on June 19, 2008).
- 10.6 Fourth Amendment to Credit Agreement dated as of June 11, 2009, among Great Plains Energy Incorporated, the Lenders party thereto and Bank of America, N.A., as Administrative Agent.

\* Incorporated by reference.

### 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

Date: June 16, 2009.

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### **Exhibit Index**

Exhibit No. Title

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## FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT dated as of June 11, 2009 (this "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 deleting the definition of "Aquila" and inserting the following new definition therein in the appropriate alphabetical order:

"GMO" means KCP&L Greater Missouri Operations Company, a Delaware corporation, formerly named Aquila, Inc.

(b) Section 6.11(iii) of the Credit Agreement is hereby amended in its entirety to read as follows:

"(iii) Strategic Energy, L.L.C. may sell or transfer accounts receivable and contracts that generate accounts receivable, and KCPL and GMO may sell or transfer accounts receivable, in each case pursuant to one or more securitization transactions.

(c) All references to "Aquila" in the Credit Agreement are hereby amended to be references to GMO.

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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BORROWER:

GREAT PLAINS ENERGY INCORPORATED  
a Missouri corporation

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

LENDERS:

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

By: /s/ Patrick N. Martin  
Name: Patrick N. 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/ Pasquale A. Perraglia IV  
Name: Pasquale A. Perraglia IV  
Title: Vice President

By: /s/ Timothy Chin  
Name: Timothy Chin  
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ,  
LIMITED, NEW YORK BRANCH

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

WACHOVIA BANK

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

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BANK OF NEW YORK

By: /s/ Hussam S. Alsahlani  
Name: Hussam S. Alsahlani  
Title: Vice President

KEY BANK NATIONAL ASSOCIATION

By: /s/ Kevin D. Smith  
Name: Kevin 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

