# UNITED STATES 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): September 8, 2017

Commission File Number	Exact Name of Registrant as Specified in its Charter, State of Incorporation, Address of Principal Executive Offices and Telephone Number	I.R.S. Employer Identification No.
001-32206	GREAT PLAINS ENERGY INCORPORATED	43-1916803
	(A Missouri Corporation)	
	1200 Main Street	
	Kansas City, Missouri 64105	
	(816) 556-2200	
	NOT APPLICABLE	
	(Former name or former address, if changed since last report)	
000-51873	KANSAS CITY POWER & LIGHT COMPANY	44-0308720
	(A Missouri Corporation)	
	1200 Main Street	
	Kansas City, Missouri 64105	
	(816) 556-2200	
	NOT APPLICABLE	
	(Former name or former address,	

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:

if changed since last report)

[]	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)) Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (§230.405 of this chapter) or Rule 12b-2 of the Exchange Act (§240.12b-2 of this chapter).  Emerging growth company   If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

This combined Current Report on Form 8-K is being provided 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 Receivables Facility

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 (as amended, the "RSA"). Pursuant to the RSA and associated agreements, KCP&L sells all of its retail electric accounts receivable to its whollyowned subsidiary, Receivables Company, which in turn sells an undivided percentage ownership interest in the accounts receivable to the Purchaser.

On September 8, 2017, the parties entered into an Amendment (the "Amendment") to the RSA. The Amendment, among other things, extends the termination date of the RSA from September 8, 2017 to September 7, 2018.

The Agent and an affiliate of the Agent are lenders under revolving credit agreements with Great Plains Energy, KCP&L and GMO aggregating to \$1.25 billion. Affiliates of the Agent serve as trustee or paying agent for \$445 million of GMO's secured and unsecured debt. 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.

The above description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1, and is incorporated by reference herein.

#### **GMO** Receivables Facility

GMO, GMO 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 May 31, 2012 (the "RSA"). Pursuant to the RSA and associated agreements, GMO sells all of its retail electric and steam 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 September 8, 2017, the parties entered into an Amendment (the "Amendment") to the RSA. The Amendment, among other things, extends the termination date of the RSA from September 8, 2017 to September 7, 2018.

The Agent and an affiliate of the Agent are lenders under revolving credit agreements with Great Plains Energy, KCP&L and GMO aggregating to \$1.25 billion. Affiliates of the Agent serve as trustee or paying agent for \$445 million of GMO's secured and unsecured debt. 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.

The above description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.2, and is incorporated by reference herein.

## Item 5.07 Submission of Matters to a Vote of Security Holders

Great Plains Energy's annual meeting of shareholders was held on May 2, 2017. The voting results relating to the annual meeting were included in Great Plains Energy's Form 10-Q for the quarter ended March 31, 2017, which was filed with the Securities and Exchange Commission on May 4, 2017. In accordance with the recommendations of the Board, the shareholders approved an

advisory resolution for a one year frequency of the advisory vote on executive compensation. In accordance with the results of that vote, the Great Plains Energy Board will implement an annual advisory vote on executive compensation.

# Item 9.01 Financial Statements and Exhibits

# (d) Exhibits

Exhibit No.	<u>Description</u>
10.1	Amendment dated as of September 8, 2017, to the Receivables Sales 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 UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.
10.2	Fourth Amendment dated as of September 8, 2017, to the Receivables Sales Agreement dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.

#### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

#### GREAT PLAINS ENERGY INCORPORATED

/s/ Lori A. Wright

Lori A. Wright

Vice President - Corporate Planning, Investor Relations and Treasurer

#### KANSAS CITY POWER & LIGHT COMPANY

/s/ Lori A. Wright

Lori A. Wright

Date: September 11, 2017

#### **Exhibit Index**

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10.1	Amendment dated as of September 8, 2017, to the Receivables Sales 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 UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.
10.2	Fourth Amendment dated as of September 8, 2017, to the Receivables Sales Agreement dated as of May 31, 2012, among GMO Receivables Company, as the Seller, KCP&L Greater Missouri Operations Company, as the Initial Collection Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.

# Amendment Dated as of September 8, 2017 to Receivables Sale Agreement Dated as of July 1, 2005

This Amendment (the "Amendment"), dated as of September 8, 2017, 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"), and The Bank of Tokyo-Mitsubishi UFJ, 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, assigned 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) The defined term "*Purchase Limit*" appearing in Schedule I to the Sale Agreement is hereby amended and restated in its entirety and as so amended and restated shall read as follows:
    - "Purchase Limit" means \$130,000,000.
  - (b) 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) September 7, 2018.
  - (c) Section 5.1(a)(vi) the Sale Agreement is hereby amended in its entirety and as so amended shall read as follows:
    - (vi) Receivables Agreed Upon Procedures Report. As soon as available and in any event by the Termination Date, (i) a copy of an agreed upon procedures report, prepared by Deloitte & Touche LLP (or another firm of nationally-recognized independent registered public accounting firm that is generally recognized as being among the "big four"), as at the end of the fiscal year of Seller, stating the

aggregate unpaid balance of the Receivables, the Eligible Receivables Balance, the unpaid balance of the Delinquent Receivables and Defaulted Receivables and confirming that, based upon its performance of the agreed upon procedures, such accountants found nothing that would indicate that the Periodic Report provided for the Settlement Period ended on or next preceding the last day of such fiscal year of the Seller is not inaccurate or incomplete; and (ii) a copy of an agreed upon procedures report, prepared by the same nationally-recognized independent certified public accountants, or a management report relating to the ability of Originator (if Collection Agent) to perform or observe any term, covenant or condition relating to it hereunder as Collection Agent. The scope of the above agreed upon procedures shall be as described in Schedule 5.1(a)(vi);

- (d) Schedule 5.1(a)(vi) the Sale Agreement is hereby amended in its entirety and as so amended shall read as set forth on Schedule 5.1(a)(vi) attached hereto.
- 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. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Agent or the Purchaser under, nor constitute a waiver of any provision of, the Sale Agreement.
- *Section 3.* This Amendment shall be effective as of the date first above written upon satisfaction of the following conditions precedent:
  - (a) The Agent shall have received counterparts of this Amendment duly executed by the parties hereto.
  - (b) The Agent shall have received executed counterparts to the Third Amended and Restated Fee Letter and the renewal fee described therein.
  - (c) The Agent shall have received certified resolutions by the Seller authorizing this Amendment and the transactions contemplated hereby.
  - (d) No Events of Default shall have occurred and be continuing either before or immediately after giving effect to this Amendment.
  - (e) The representations and warranties contained in the Sale Agreement shall be true and correct both as of the date hereof and immediately after giving effect to this Amendment.

*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. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be deemed to be an original.

*Section* 5. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*Section 6.* This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (including Section 5-1401-1 of the General Obligations Law), but without regard to any other conflict of laws provisions thereof.

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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

/s/ Eric Williams

By: Eric Williams

Title: Managing Director

VICTORY RECEIVABLES CORPORATION

/s/ David V. DeAngelis

By: David V. DeAngelis Title: Vice President

KANSAS CITY POWER & LIGHT RECEIVABLES COMPANY

/s/ James P. Gilligan

By: James P. Gilligan Title: President

KANSAS CITY POWER & LIGHT COMPANY

/s/ Lori A. Wright

By: Lori A. Wright

Title: Vice President - Corporate Planning,

**Investor Relations and Treasurer** 

#### SCHEDULE 5.1(a)(vi)

As soon as available and in any event by the Termination Date, the Collection Agent shall cause a firm of nationally-recognized independent certified public accountants (who may also render other services to the Collection Agent or the Seller) to furnish an agreed upon procedures report to Agent to the effect that the independent certified public accountants have performed the agreed upon procedures enumerated below and based on such agreed upon procedures have disclosed any non-compliance. It is recognized that modifications or clarifications to these procedures, or the descriptions of these procedures, may be necessary or desirable as the independent certified public accountants perform the work. In the event the accountants seek clarification or interpretation of the procedures to be performed, such requests shall be submitted in writing to the Agent, who shall have sole responsibility and authority to provide clarifications or interpretations.

- 1. The Agent shall choose four monthly Periodic Reports as presented by the Collection Agent during the related year. For each of the monthly Periodic Reports thus chosen, the accountants shall perform the following:
  - (i) Agree the month-end aggregate outstanding balance of Receivables as reported in such Periodic Report to the applicable accounts receivable sub-ledger.
  - (ii) Agree the month-end outstanding balance of Receivables which did not constitute Eligible Receivables (by category of ineligibility as set forth in such Periodic Report) during such month as reported in such Periodic Report to applicable accounts receivable sub-ledger.
  - (iii) Agree the Collections for the related month as reported in such Periodic Report to Collection Agent's records.
  - (iv) Agree the month-end outstanding balance of Delinquent Receivables as reported in such Periodic Report to Collection Agent's records.
  - (v) Agree the month-end outstanding balance of Defaulted Receivables as reported in such Periodic Report to Collection Agent's records.
  - (vi) Agree the month-end outstanding balance of the aggregate amount of Section 1.5(b) payments owed by the Seller as reported in such Periodic Report to Collection Agent's records.
  - (vii) Agree the month-end Charge-offs as reported in such Periodic Report to Collection Agent's records.
  - (viii) Agree the amount by which the outstanding balance of Receivables related to any single Obligor exceeds the Concentration Limit or its Special Limits reported in such Periodic Report to the applicable accounts receivable sub-ledger.
  - (ix) Recalculate the amount by which the outstanding balance of Receivables related to any single Obligor agreed in (viii) above exceeds the Concentration Limit or its Special Limit.
  - (x) Recompute the mathematical calculations of the Eligible Receivable Balance as set forth in such Periodic Report.

3. The accountants shall judgmentally select twenty (20) Receivables from the accounts receivable sub-ledger maintained by the Collection Agent and agree the activity with respect to such Receivables in the Collection Agent's records to the information reported for such Receivables in each of the four Periodic Reports selected.

# Fourth Amendment Dated as of September 8, 2017 to Receivables Sale Agreement Dated as of May 31, 2012

This Fourth Amendment (the "Amendment"), dated as of September 8, 2017, is entered into among GMO Receivables Company (the "Seller"), KCP&L Greater Missouri Operations Company (the "Initial Collection Agent"), Victory Receivables Corporation (the "Purchaser"), and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as agent for the Purchaser (the "Agent").

Reference is hereby made to that certain Receivables Sale Agreement, dated as of May 31, 2012 (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) The defined term "*Purchase Limit*" appearing in Schedule I to the Sale Agreement is hereby amended and restated in its entirety and as so amended and restated shall read as follows:
    - "Purchase Limit" means \$65,000,000; provided, however, for each Seasonal Period the Purchase Limit shall equal \$50,000,000.
  - (b) 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) September 7, 2018.
  - (c) Section 5.1(a)(viii) the Sale Agreement is hereby amended in its entirety and as so amended shall read as follows:
    - (viii) *Receivables Agreed Upon Procedures Report.* As soon as available and in any event by the Termination Date, (i) a copy of an agreed upon procedures report, prepared by Deloitte & Touche LLP (or another firm of nationally-recognized independent registered public accounting firm that is generally recognized as being among the "big four"), as at the end of the fiscal year of Seller, stating the aggregate unpaid balance of the Receivables, the Eligible

Receivables Balance, the unpaid balance of the Delinquent Receivables and Defaulted Receivables and confirming that, based upon its performance of the agreed upon procedures, such accountants found nothing that would indicate that the Periodic Report provided for the Settlement Period ended on or next preceding the last day of such fiscal year of the Seller is not inaccurate or incomplete; and (ii) a copy of an agreed upon procedures report, prepared by the same nationally-recognized independent certified public accountants, or a management report relating to the ability of Originator (if Collection Agent) to perform or observe any term, covenant or condition relating to it hereunder as Collection Agent. The scope of the above agreed upon procedures shall be as described in Schedule 5.1(a)(viii);

- (d) Schedule 5.1(a)(viii) the Sale Agreement is hereby amended in its entirety and as so amended shall read as set forth on Schedule 5.1(a)(viii) attached hereto.
- 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. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Agent or the Purchaser under, nor constitute a waiver of any provision of, the Sale Agreement.
- *Section 3.* This Amendment shall be effective as of the date first above written upon satisfaction of the following conditions precedent:
  - (a) The Agent shall have received counterparts of this Amendment duly executed by the parties hereto.
  - (b) The Agent shall have received executed counterparts to the Second Amended and Restated Fee Letter and the renewal fee described therein.
  - (c) No Events of Default shall have occurred and be continuing either before or immediately after giving effect to this Amendment.
  - (d) The representations and warranties contained in the Sale Agreement shall be true and correct both as of the date hereof and immediately after giving effect to this Amendment.
- *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. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be deemed to be an original.

*Section* 5. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*Section 6.* This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (including Section 5-1401-1 of the General Obligations Law), but without regard to any other conflict of laws provisions thereof.

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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

# /s/ Eric Williams

By: Eric Williams

Title: Managing Director

# VICTORY RECEIVABLES CORPORATION

# /s/ David V. DeAngelis

By: David V. DeAngelis Title: Vice President

## GMO RECEIVABLES COMPANY

# /s/ James P. Gilligan

By: James P. Gilligan Title: President

## KCP&L GREATER MISSOURI OPERATIONS COMPANY

## /s/ Lori A. Wright

By: Lori A. Wright

Title: Vice President - Corporate Planning,

**Investor Relations and Treasurer** 

#### Schedule 5.1(a)(viii)

# **Agreed-Upon Procedures Report**

As soon as available and in any event by the Termination Date, the Collection Agent shall cause a firm of nationally-recognized independent certified public accountants (who may also render other services to the Collection Agent or the Seller) to furnish an agreed upon procedures report to Agent to the effect that the independent certified public accountants have performed the agreed upon procedures enumerated below and based on such agreed upon procedures have disclosed any non-compliance. It is recognized that modifications or clarifications to these procedures, or the descriptions of these procedures, may be necessary or desirable as the independent certified public accountants perform the work. In the event the accountants seek clarification or interpretation of the procedures to be performed, such requests shall be submitted in writing to the Agent, who shall have sole responsibility and authority to provide clarifications or interpretations.

- 1. The Agent shall choose four monthly Periodic Reports as presented by the Collection Agent during the related year. For each of the monthly Periodic Reports thus chosen, the accountants shall perform the following:
  - (i) Agree the month-end aggregate outstanding balance of Receivables as reported in such Periodic Report to the applicable accounts receivable sub-ledger.
  - (ii) Agree the month-end outstanding balance of Receivables which did not constitute Eligible Receivables (by category of ineligibility as set forth in such Periodic Report) during such month as reported in such Periodic Report to applicable accounts receivable sub-ledger.
  - (iii) Agree the Collections for the related month as reported in such Periodic Report to Collection Agent's records.
  - (iv) Agree the month-end outstanding balance of Delinquent Receivables as reported in such Periodic Report to Collection Agent's records.
  - (v) Agree the month-end outstanding balance of Defaulted Receivables as reported in such Periodic Report to Collection Agent's records.
  - (vi) Agree the month-end outstanding balance of the aggregate amount of Section 1.5(b) payments owed by the Seller as reported in such Periodic Report to Collection Agent's records.
  - (vii) Agree the month-end Charge-offs as reported in such Periodic Report to Collection Agent's records.
  - (viii) Agree the amount by which the outstanding balance of Receivables related to any single Obligor exceeds the Concentration Limit or its Special Limits reported in such Periodic Report to the applicable accounts receivable sub-ledger.
  - (ix) Recalculate the amount by which the outstanding balance of Receivables related to any single Obligor agreed in (viii) above exceeds the Concentration Limit or its Special Limit.
  - (x) Recompute the mathematical calculations of the Eliqible Receivable Balance as set forth in such Periodic Report.

2. The accountants shall judgmentally select twenty (20) Receivables from the accounts receivable sub-ledger maintained by the Collection Agent and agree the activity with respect to such Receivables in the Collection Agent's records to the information reported for such Receivables in each of the four Periodic Reports selected.