

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 9, 2016

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 (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)	43-1916803
000-51873	KANSAS CITY POWER & LIGHT COMPANY (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)	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 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 wholly-owned subsidiary, Receivables Company, which in turn sells an undivided percentage ownership interest in the accounts receivable to the Purchaser.

On September 9, 2016, 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 9, 2016 to September 8, 2017.

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 \$446 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 9, 2016, 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 9, 2016 to September 8, 2017.

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 \$446 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 9.01**Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated as of September 9, 2016, 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	Third Amendment dated as of September 9, 2016, 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
Vice President - Corporate Planning , Investor Relations
and Treasurer

Date: September 13, 2016

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated as of September 9, 2016, 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	Third Amendment dated as of September 9, 2016, 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 9, 2016
to
Receivables Sale Agreement
Dated as of July 1, 2005

This Amendment (the "*Amendment*"), dated as of September 9, 2016, 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 "*Bank Rate*" appearing in Schedule I to the Sale Agreement is hereby amended by deleting the reference to "*BTM LIBO Rate*" and replacing it with "*LIBOR*".

(b) The defined term "*BTM LIBO Rate*" appearing in Schedule I to the Sale Agreement is hereby deleted in its entirety.

(c) The following new defined term is hereby added to Schedule I to the Sale Agreement to appear in the appropriate alphabetical order, and to read as follows:

"*LIBOR*" means, for any Tranche Period, an interest rate per annum determined on the basis of the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate) for deposits in Dollars for a period approximately equal to such Tranche Period as it appears on the relevant display page on the Bloomberg Professional Service (or any successor or substitute page or service providing quotations of interest rates applicable to Dollar deposits in the London interbank market comparable to those currently provided on such page, as determined by the Bank from time to time), at approximately 11:00 a.m., London, England

time, two (2) Business Days prior to the first day of such Tranche Period. Notwithstanding the foregoing, if the LIBOR rate is below zero, the rate will be deemed to be zero.

(d) 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 8, 2017.

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/ Christopher Pohl

By: Christopher Pohl

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

Third Amendment
Dated as of September 9, 2016
to
Receivables Sale Agreement
Dated as of May 31, 2012

This Third Amendment (the "*Amendment*"), dated as of September 9, 2016, 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 "*Bank Rate*" appearing in Schedule I to the Sale Agreement is hereby amended by deleting the reference to "*BTM LIBO Rate*" and replacing it with "*LIBOR*".

(b) The defined term "*BTM LIBO Rate*" appearing in Schedule I to the Sale Agreement is hereby deleted in its entirety.

(c) The following new defined term is hereby added to Schedule I to the Sale Agreement to appear in the appropriate alphabetical order, and to read as follows:

"*LIBOR*" means, for any Tranche Period, an interest rate per annum determined on the basis of the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate) for deposits in Dollars for a period approximately equal to such Tranche Period as it appears on the relevant display page on the Bloomberg Professional Service (or any successor or substitute page or service providing quotations of interest rates applicable to Dollar deposits in the London interbank market comparable to those currently provided on such page, as determined by the Bank from time to time), at approximately 11:00 a.m., London, England time, two (2) Business Days prior to the first day of such Tranche

Period. Notwithstanding the foregoing, if the LIBOR rate is below zero, the rate will be deemed to be zero.

(d) 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 8, 2017.

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 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/ Christopher Pohl
By: Christopher Pohl
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