

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, 2015

<b>Commission File Number</b>	<b>Exact Name of Registrant as Specified in its Charter, State of Incorporation, Address of Principal Executive Offices and Telephone Number</b>	<b>I.R.S. Employer Identification No.</b>
001-32206	<b>GREAT PLAINS ENERGY INCORPORATED</b> (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	<b>KANSAS CITY POWER &amp; LIGHT COMPANY</b> (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, 2015, 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, 2015 to September 9, 2016.

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 \$448 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, 2015, 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, 2015 to September 9, 2016.

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 \$448 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 8.01 Other Information**

In January 2015, KCP&L filed an application with The State Corporation Commission of the State of Kansas ("KCC") to request an increase to its retail revenues of \$67.3 million, with a return on equity of 10.3% and a rate-making equity of 50.48%. The request included costs to install environmental upgrades at the La Cygne Station, upgrades at Wolf Creek and other infrastructure and system improvements made to be able to provide reliable electric service.

On September 10, 2015, the KCC issued its order ("KCC Order") which authorized an increase in annual retail revenues of approximately \$48.7 million, reflecting an authorized return on equity of 9.3%, an equity ratio of approximately 50.48% and a Kansas jurisdictional rate base of approximately \$2.1 billion and a transmission delivery charge rate base of approximately \$69 million.

The rates established by the KCC Order will take effect on October 1, 2015. Parties to the case may file petitions for reconsideration with the KCC by September 25, 2015 and may also file court appeals. However, the rates authorized by the KCC Order will be effective unless and until modified by the KCC or stayed by a court.

### **Forward-looking statements**

Statements made in this report that are not based on historical facts are forward-looking, may involve risks and uncertainties, and are intended to be as of the date when made. Forward-looking statements include, but are not limited to, the outcome of regulatory proceedings, cost estimates of capital projects and other matters affecting future operations. In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, Great Plains Energy and KCP&L are providing a number of important factors that could cause actual results to differ materially from the provided forward-looking information. These important factors include: future economic conditions in regional, national and international markets and their effects on sales, prices and costs, including but not limited to possible further deterioration in economic conditions and the timing and extent of any economic recovery; prices and availability of electricity in regional and national wholesale markets; market perception of the energy industry, Great Plains Energy and KCP&L; changes in business strategy, operations or development plans; effects of current or proposed state and federal legislative and regulatory actions or developments, including, but not limited to, deregulation, re-regulation and restructuring of the electric utility industry; decisions of regulators regarding rates KCP&L and GMO can charge for electricity; adverse changes in applicable laws, regulations, rules, principles or practices governing tax, accounting and environmental matters including, but not limited to, air and water quality; financial market conditions and performance including, but not limited to, changes in interest rates and credit spreads and in availability and cost of capital and the effects on nuclear decommissioning trust and pension plan assets and costs; impairments of long-lived assets or goodwill; credit ratings; inflation rates; effectiveness of risk management policies and procedures and the ability of counterparties to satisfy their contractual commitments; impact of terrorist acts, including but not limited to cyber terrorism; ability to carry out marketing and sales plans; weather conditions including, but not limited to, weather-related damage and their effects on sales, prices and costs; cost, availability, quality and deliverability of fuel; the inherent uncertainties in estimating the effects of weather, economic conditions and other factors on customer consumption and financial results; ability to achieve generation goals and the occurrence and duration of planned and unplanned generation outages; delays in the anticipated in-service dates and cost increases of generation, transmission, distribution or other projects; the inherent risks associated with the ownership and operation of a nuclear facility including, but not limited to, environmental, health, safety, regulatory and financial risks; workforce risks, including, but not limited to, increased costs of retirement, health care and other benefits; and other risks and uncertainties.

This list of factors is not all-inclusive because it is not possible to predict all factors. Other risk factors are detailed from time to time in Great Plains Energy's and KCP&L's quarterly reports on Form 10-Q and annual report on Form 10-K filed with the Securities and Exchange Commission. Each forward-looking statement speaks only as of the date of the particular statement. Great Plains Energy and KCP&L undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated as of September 9, 2015, 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, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.
10.2	Second Amendment dated as of September 9, 2015, 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, 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 – Investor Relations and Treasurer

**KANSAS CITY POWER & LIGHT COMPANY**

/s/ Lori A. Wright  
Lori A. Wright  
Vice President – Investor Relations and Treasurer

Date: September 11, 2015

**Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated as of September 9, 2015, 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, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.
10.2	Second Amendment dated as of September 9, 2015, 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, Ltd., New York Branch, as the Agent and Victory Receivables Corporation, as the Purchaser.

**Amendment**  
**Dated as of September 9, 2015**  
**to**  
**Receivables Sale Agreement**  
**Dated as of July 1, 2005**

This Amendment (the “*Amendment*”), dated as of September 9, 2015, 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) Section 4.1 of the Sale Agreement is hereby amended by adding the following new clauses (m) and (n) at the end thereof to read as follows:

(m) *Investment Company, Etc.* The Seller is neither (i) an “investment company” or a company “controlled by an investment company” within the meaning of the Investment Company Act of 1940, as amended (the “*Investment Company Act*”), nor (ii) a “covered fund” under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder. In determining that the Seller is not a covered fund, the Seller is entitled to rely on the exemption from the definition of “investment company” set forth in Section 3(c)(5) of the Investment Company Act.

(n) *Anti-Corruption Laws and Sanctions.* Policies and procedures have been implemented and maintained by or on behalf of the Seller and Initial Collection Agent that are designed to achieve compliance by the Seller and Initial Collection Agent and their respective Subsidiaries, directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of such Person’s business and activities,

and each of the Seller and Initial Collection Agent, their respective Subsidiaries and their respective officers and employees and, to the knowledge of each of the Seller and Initial Collection Agent, its respective officers, employees, directors and agents acting in any capacity in connection with or directly benefitting from the credit facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of (a) the Seller or Initial Collection Agent or any of their respective Subsidiaries or, to the knowledge of the Seller and Initial Collection Agent, as applicable, any of their respective directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person, and (b) the Seller and Initial Collection Agent nor any of their respective Subsidiaries is organized or resident in a Sanctioned Country. No Purchase or use of proceeds thereof by Seller or Initial Collection Agent in any manner will violate Anti-Corruption Laws or applicable Sanctions.

(b) Section 5.1 of the Sale Agreement is hereby amended by adding the following new clause (q) at the end thereof to read as follows:

(q) *Anti-Corruption Laws and Sanctions.* (i) Policies and procedures will be maintained and enforced by or on behalf of the Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of the Seller, by the Seller and each of its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities and (ii) the Seller will not request any Purchase, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Purchase (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

(c) 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 9, 2016.

(d) Schedule I of the Sale Agreement is hereby further amended by adding the following new defined terms in the appropriate alphabetical sequence:

“*Anti-Corruption Laws*” means all laws, rules, and regulations of any jurisdiction applicable to the Seller and Initial Collection Agent or their respective Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“*Sanctioned Country*” means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, as of the date hereof, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

“*Sanctioned Person*” means, at any time, (a) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, and (b) any Person controlled by any such Person.

“*Sanctions*” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the US government, including those administered by the Office of Foreign Assets Control of the US Department of Treasury, the US State Department, the US Department of Commerce or the US Department of the Treasury, (b) by the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or (c) by other relevant sanctions authorities to the extent compliance with the sanctions imposed by such other authorities would not entail a violation of applicable law.

*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 Fifth Amendment to 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.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

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 - Investor Relations and  
Treasurer

**Second Amendment**  
**Dated as of September 9, 2015**  
**to**  
**Receivables Sale Agreement**  
**Dated as of May 31, 2012**

This Second Amendment (the “*Amendment*”), dated as of September 9, 2015, 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) Section 4.1 of the Sale Agreement is hereby amended by adding the following new clauses (m) and (n) at the end thereof to read as follows:

(m) *Investment Company, Etc.* The Seller is neither (i) an “investment company” or a company “controlled by an investment company” within the meaning of the Investment Company Act of 1940, as amended (the “*Investment Company Act*”), nor (ii) a “covered fund” under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder. In determining that the Seller is not a covered fund, the Seller is entitled to rely on the exemption from the definition of “investment company” set forth in Section 3(c)(5) of the Investment Company Act.

(n) *Anti-Corruption Laws and Sanctions.* Policies and procedures have been implemented and maintained by or on behalf of the Seller and Initial Collection Agent that are designed to achieve compliance by the Seller and Initial Collection Agent and their respective Subsidiaries, directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of such Person’s business and activities, and each of the Seller and Initial Collection Agent, their respective

Subsidiaries and their respective officers and employees and, to the knowledge of each of the Seller and Initial Collection Agent, its respective officers, employees, directors and agents acting in any capacity in connection with or directly benefitting from the credit facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of (a) the Seller or Initial Collection Agent or any of their respective Subsidiaries or, to the knowledge of the Seller and Initial Collection Agent, as applicable, any of their respective directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person, and (b) the Seller and Initial Collection Agent nor any of their respective Subsidiaries is organized or resident in a Sanctioned Country. No Purchase or use of proceeds thereof by Seller or Initial Collection Agent in any manner will violate Anti-Corruption Laws or applicable Sanctions.

(b) Section 5.1 of the Sale Agreement is hereby amended by adding the following new clause (q) at the end thereof to read as follows:

(q) *Anti-Corruption Laws and Sanctions.* (i) Policies and procedures will be maintained and enforced by or on behalf of the Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of the Seller, by the Seller and each of its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities and (ii) the Seller will not request any Purchase, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Purchase (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

(c) 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 9, 2016.

(d) Schedule I of the Sale Agreement is hereby further amended by adding the following new defined terms in the appropriate alphabetical sequence:

“*Anti-Corruption Laws*” means all laws, rules, and regulations of any jurisdiction applicable to the Seller and Initial Collection Agent or their respective Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“*Sanctioned Country*” means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, as of the date hereof, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

“*Sanctioned Person*” means, at any time, (a) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, and (b) any Person controlled by any such Person.

“*Sanctions*” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the US government, including those administered by the Office of Foreign Assets Control of the US Department of Treasury, the US State Department, the US Department of Commerce or the US Department of the Treasury, (b) by the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or (c) by other relevant sanctions authorities to the extent compliance with the sanctions imposed by such other authorities would not entail a violation of applicable law.

*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 Amendment to 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.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

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 Wright  
By: Lori Wright  
Title: Vice President - Investor Relations and  
Treasurer