

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustees by reason of this Eighth Supplemental Indenture other than as set forth in the Indenture; and this Eighth Supplemental Indenture is executed and accepted on behalf of the Trustees, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE VII.

AMENDMENT OF INDENTURE.

SECTION 1. Section 2.01 of Article II of the Indenture is hereby amended by the addition of the following sentence at the end of the fourth paragraph thereof:

"Notwithstanding the foregoing, if and to the extent so provided in any supplemental indenture creating bonds of any series and specifying that interest shall be payable to the persons who are registered owners of such bonds on a record date prior to an interest payment date, any registered bond without coupons of such series authenticated after such record date and prior to such interest payment date shall be dated as of such interest payment date."

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

SECTION 1. Except in so far as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture shall be deemed to be incorporated in, and made a part of, this Eighth Supplemental Indenture; and the Indenture as supplemented by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and this Eighth Supplemental Indentures is in all respects ratified and confirmed; and the Indenture and said Supplemental Indentures shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Eighth Supplemental Indenture is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of bonds issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Eighth Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Eighth Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties

hereto and of the holders of bonds issued and to be issued under the Indenture and secured thereby.

SECTION 3. All covenants, stipulations and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture) inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Eighth Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part thereof.

SECTION 5. This Eighth Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts when so executed shall be deemed to be an original; but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Eighth Supplemental Indenture to be executed by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and B. M. LAMBERTSON, as Individual Trustee as aforesaid, has hereunto affixed his signature and seal, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY,

By *Robert A. Olson*
President.

Secretary.

Signed, sealed, acknowledged and delivered by KANSAS CITY POWER & LIGHT COMPANY in the presence of

My Name
My Name