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For the purposes of this Article IV, the earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946, shall be determined in accordance with sound accounting practice; provided, however, that (i) all direct charges to earned surplus, except charges occasioned by dividends on preferred or common stock of the Company (other than dividends payable solely in common stock of the Company) or by other distributions or purchases of shares of common stock of the Company, shall be deemed to be charges against earned surplus existing at November 30, 1946, to the extent thereof, and to such extent shall not diminish earned surplus accumulated subsequent to that date, and (ii) profits or losses resulting from the sale or abandonment of capital assets, or taxes on or in respect of any such profits, shall not be credited to or charged against earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946.

The provisions of this Section 1 shall not apply to the acquisition of shares of common stock of the Company effected through the exchange of other shares of common stock of the Company or otherwise acquired without expenditure of assets of the Company.

SECTION 2. The Company covenants that, so long as any Bonds of Eleventh Series are outstanding, it will file with the Trustee within four months after the close of each calendar year beginning after December 31, 1970, an accountant's certificate stating as of the end of such calendar year (i) the earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946, (ii) the aggregate amount of all dividends (other than dividends payable solely in shares of common stock of the Company) and other distributions on or purchases for value of shares of common stock of the Company subsequent to November 30, 1946, (iii) the cumulative maintenance and replacement requirement (determined as provided in Section 1 of Article IV of the First Supplemental Indenture) for the period December 1, 1946, to May 31, 1948, (iv) the aggregate of the amounts charged or provided by the Company for maintenance of and repairs to, and for depreciation of, the mortgaged property, from December 1, 1946, to May 31, 1948, (v) the cumulative replacement requirement (determined as provided in Section 1 of Article IV of the Second, Third, Fourth and Fifth Supplemental Indentures and Section 1 of Article III of the Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Indentures) from June 1, 1948, to the end of such calendar year, and (vi) the aggregate of the amounts provided by the Company for depreciation of the mortgaged property from June 1, 1948, to the end of such calendar year; provided that any such accountant's certificate filed pursuant to the provisions of Section 2 of Article V of the Second, Third, Fourth or Fifth Supplemental Indenture or pursuant to the provisions of Section 2 of Article IV of the Sixth, Seventh, Eighth, Ninth, or Tenth Supplemental Indenture containing the same information as of the same dates as required herein, shall be deemed to have been filed pursuant to the provisions of this Section 2 and compliance with the provisions of Section 2 of Article V of the Second, Third, Fourth or Fifth Supplemental Indenture or the provisions of Section 2 of Article IV of the Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture shall constitute compliance with the provisions of this Section 2.

#### ARTICLE V.

##### ADDITIONAL COVENANT.

SECTION 1. The Company covenants that, so long as any Bonds of Eleventh Series are outstanding, it will not, in any case wherein an earnings certificate conforming to the provisions of subdivision 3(f) of Section 303 of the Indenture is required, issue any additional bonds unless the accountant's certificate (or independent accountant's certificate, as the case may be) required by said subdivision 3(f) shall show, in addition to the matters required to be shown by the provisions of said subdivision 3(f), that the net earnings of the Company available for interest for the twelve months period covered by said certificate (calculated as prescribed by said subdivision 3(f)) less the amount, if any, by which the provisions made by the Company for depreciation of the mortgaged property during such twelve months period shall be less than two and four-tenths per cent (2.4%) of the amount of the gross prop-

erty account of the Company (determined in accordance with the provisions of Section 1 of Article III of this Eleventh Supplemental Indenture) at the beginning of such period, is at least two times the amount of the aggregate annual interest charges on the bonds and prior lien bonds specified in subparagraphs (i), (ii) and (iii) of subdivision 3(f) of Section 303 of the Indenture.

#### ARTICLE VI.

##### THE TRUSTEES.

SECTION 1. The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eleventh Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the records and statements contained herein, all of which records and statements are made solely by the Company.

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 Eleventh Supplemental Indenture other than as set forth in the Indenture, and this Eleventh 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.

##### MISCELLANEOUS PROVISIONS.

SECTION 1. Except insofar 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 Eleventh Supplemental Indenture, and the Indenture as supplemented by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and this Eleventh 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 Eleventh 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 Eleventh Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Eleventh 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 accepted thereby.

SECTION 3. All covenants, stipulations and agreements in this Eleventh 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 Eleventh Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part thereof.

SECTION 5. This Eleventh 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 Eleventh 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 CENTRAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, has caused the