

as aforesaid are erroneous. Any opinion of counsel may be based, in so far as it relates to factual matters, information with respect to which it is in the possession of the Company, upon a certificate or opinion of, or representations by, an officer or officers of the Company, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous.

SECTION 17.06. Whenever, subsequent to the receipt by the Trustee of any resolution, certificate, opinion or other instrument, a clerical, typographical, inadvertent or unintentional insertion, omission or error shall be discovered therein, a new resolution, certificate, opinion or other instrument may be executed in the same manner as that prescribed herein for the original resolution, certificate, opinion or other instrument, except as to the date thereof, and may be substituted therefor in corrected form with the same effect as if filed and dated as was the original resolution, certificate, opinion or other instrument, as the case may be, and shall take the place of the resolution, certificate, opinion or other instrument for which substituted with the same force and effect as if originally filed in the corrected form and, irrespective of the date of actual execution thereof, shall be deemed to be dated as of the date of the instrument for which it is substituted, or in lieu of such substitution an appropriate adjustment may be made in the resolution, certificate, opinion or other instrument filed with the Trustee next following such discovery. To the extent that any such substituted resolution, certificate, opinion or other instrument or adjustment discloses that action has been taken by or at the request of the Company which could not have been taken had the original resolution, certificate, opinion or other instrument been filed in the correct form, the action so taken shall not be invalidated or rendered ineffective but the Company covenants forthwith upon the filing of such substituted resolution, certificate, opinion or other instrument

not be endorsed thereon, and any references herein or in the bonds to the equal security hereunder of all bonds issued hereunder shall not be deemed applicable to any independent security, guaranty, covenants, agreements or rights.

SECTION 18.04. In order not to prevent or delay the creation or other destruction of cancelled bonds or coupons issued hereunder, the Trustee and the Company may adopt such method of creation thereof and for keeping a record of or for evidencing the rights and powers hereunder of the Company and the duties of the Trustee, in respect thereof, as they may from time to time determine upon, in lieu of the physical deposit by the Company of any such cancelled bonds or coupons, when permitted, or for the holding or retention by the Trustee, or the delivery by the Trustee to the Company, of any such cancelled bonds or coupons.

SECTION 18.05. Subject to the provisions of Section 514, nothing in this Indenture shall be construed or is intended to prescribe or affect the methods and practices of the Company in keeping its books and accounts, or to limit the power of the Company to fix and determine the price or consideration at which the bonds authenticated and delivered hereunder may be sold or otherwise disposed of. Any and all said bonds may be sold or otherwise disposed of upon such terms and for such consideration as the Company may deem fit, subject to any provisions of law in respect thereof.

SECTION 18.06. If any provision of this Indenture limits, qualifies or conflicts with another provision included in this Indenture which is required to be included herein by any of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 18.07. The headings of the several Articles of this Indenture are inserted for convenience of reference, and shall not be deemed to be any part thereof.

SECTION 18.08. This Indenture may be executed in any number of counterparts, and each of such counterparts when

or the making of such adjustment appropriate to satisfy any agency not fully satisfied in the interim.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

SECTION 18.01. Subject to the provisions of Articles XII and XIII hereof, whenever in this Indenture any of the parties hereto is named or referred to, such reference shall be deemed to include the successors and assigns of such party, and all of the covenants, stipulations and agreements in this Indenture contained by or on behalf of the Company, the Trustee or the Individual Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 18.02. Except as otherwise expressly provided herein, nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation, other than the parties hereto, and the holders of the bonds and coupons outstanding hereunder, any security, right, remedy or claim, legal or equitable, under or by reason of this Indenture, or under or by reason of any covenant, condition or provision herein contained; and this Indenture and all the covenants, conditions and provisions herein contained are and shall be held to be for the sole and exclusive benefit of the parties hereto and the holders of the bonds and coupons outstanding hereunder.

SECTION 18.03. Nothing in this Indenture or in any bond issued or to be issued hereunder, expressed or implied, is intended, or shall be construed to prevent any bond issued hereunder from having any independent security or guaranty or the benefit of any covenants, agreements or rights contained in any agreement (including any supplemental indenture) outside this Indenture, concerning which a notation may or may

as 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 Indenture to be signed in its name and behalf 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, to evidence its acceptance of the trusts hereby created, has caused this Indenture to be signed in its name and behalf 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 GEORGE G. MOORE, to evidence his acceptance of the trusts hereby created, has hereunto affixed his signature and seal, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY,

By W. J. [Signature]
Vice-President.

Attest:

[Signature]
Assistant Secretary.

Signet, sealed, authenticated and delivered by
Kansas City Power & Light Company to the
purpose of:

Agall [Signature]

