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):
April 2, 2020

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.
001-38515	**Evergy, Inc.** (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)	82-2733395
001-03523	**Evergy Kansas Central, Inc.** (a Kansas corporation) 818 South Kansas Avenue Topeka, Kansas 66612 (785) 575-6300 NOT APPLICABLE (Former name or former address, if changed since last report)	48-0290150

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Evergy, Inc. common stock	**EVRG**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (§230.405 of this chapter) or Rule 12b-2 of the Exchange Act (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

This combined Current Report on Form 8-K is being filed by the following registrants: Evergy, Inc. and Evergy Kansas Central, Inc. ("Evergy Kansas Central"). Information relating to any individual registrant is filed by such registrant solely on its own behalf. Each registrant makes no representation as to information relating exclusively to the other registrant.

Item 8.01 Other Events

On April 2, 2020, Evergy Kansas Central issued $500,000,000 aggregate principal amount of its First Mortgage Bonds, 3.45% Series due 2050 (the "Mortgage Bonds"), pursuant to an Underwriting Agreement, dated April 2, 2020, among Evergy Kansas Central, MUFG Securities Americas Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein. The Mortgage Bonds were registered under the Securities Act of 1933, as amended, pursuant to the shelf registration statement on Form S-3 (333-228179-02) of Evergy Kansas Central (the "Registration Statement"). Evergy Kansas Central intends to use the net proceeds from the sale of the Mortgage Bonds to redeem $250 million aggregate principal amount of its First Mortgage Bonds, 5.10% Series Due 2020 (the "Bonds due 2020") and for general corporate purposes. Evergy Kansas Central has elected to redeem the Bonds due 2020 in full on May 11, 2020 pursuant to the terms of the Mortgage and Deed of Trust, dated July 1, 1939, as amended and supplemented, between Evergy Kansas Central and The Bank of New York Mellon Trust Company, N.A. (as successor to Harris Trust and Savings Bank), as trustee.

In connection with the issuance and sale of the Mortgage Bonds, Evergy Kansas Central entered into several agreements and other instruments listed in Item 9.01 of this Current Report on Form 8-K and filed as exhibits hereto. These exhibits are incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
Exhibit 1.1	Underwriting Agreement, dated April 2, 2020, among Evergy Kansas Central, Inc., MUFG Securities Americas Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein.
Exhibit 4.1	Fiftieth Supplemental Indenture, dated as of April 9, 2020, between Evergy Kansas Central, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee.
Exhibit 5.1	Opinion, dated April 9, 2020, of Heather A. Humphrey.
Exhibit 23.1	Consent of Heather A. Humphrey (included in Exhibit 5.1).
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Evergy, Inc.

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

Evergy Kansas Central, Inc.

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

Date: April 9, 2020

Exhibit 1.1

Execution Version

Evergy Kansas Central, Inc.

$500,000,000

First Mortgage Bonds, 3.45% Series due 2050

UNDERWRITING AGREEMENT

dated April 2, 2020

MUFG Securities Americas Inc.
U.S. Bancorp Investments, Inc.
Wells Fargo Securities, LLC

Underwriting Agreement

April 2, 2020

MUFG Securities Americas Inc.
U.S. Bancorp Investments, Inc.
Wells Fargo Securities, LLC

As Representatives of the several Underwriters

c/o MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020

c/o U.S. Bancorp Investments, Inc.
214 North Tryon Street, 26th Floor
Charlotte, North Carolina 28202

c/o Wells Fargo Securities, LLC
Duke Energy Center, 5th Floor
550 South Tryon Street
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Evergy Kansas Central, Inc., a Kansas corporation (formerly known as Westar Energy, Inc.) (the "**Company**"), proposes to issue and sell to the several underwriters named in Schedule A hereto (the "**Underwriters**"), acting severally and not jointly, the respective amounts set forth in Schedule A hereto of $500,000,000 aggregate principal amount of the Company's First Mortgage Bonds, 3.45% Series due 2050 (the "**Bonds**"). MUFG Securities Americas Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC have agreed to act as representatives of the several Underwriters (in such capacity, the "**Representatives**") in connection with the offering and sale of the Bonds.

The Bonds will be issued pursuant to and secured by the Mortgage and Deed of Trust, dated July 1, 1939, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank, as trustee (the "**Trustee**"), as amended and supplemented by forty-nine indentures supplemental thereto, in addition to the Forty-Second Supplemental (Reopening) Indenture (such Mortgage and Deed of Trust, as heretofore amended and supplemented, the "**Base Mortgage**"). Certain terms of the Bonds will be established pursuant to the fiftieth supplemental indenture dated as of April 9, 2020 (the "**Supplemental Indenture**"

and, together with the Base Mortgage, the "**Mortgage Indenture**"). The Bonds will be issued in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the "**Depositary**"), pursuant to a Blanket Letter of Representations, dated June 15, 2004, among the Company, the Trustee and the Depositary (the "**DTC Agreement**").

The Company has prepared and filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (File No. 333-228179-02) to be used in connection with the public offering and sale of debt securities, including the Bonds, of the Company. Such registration statement, including the financial statements, exhibits and schedules thereto, in the form in which it became effective under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Securities Act**"), including any required information deemed to be a part of the registration statement at the time of effectiveness pursuant to Rule 430B of the Securities Act, is called the "**Registration Statement**." The term "**Base Prospectus**" shall mean the base prospectus dated November 5, 2018 relating to the Bonds. The term "**Preliminary Prospectus**" shall mean any preliminary prospectus supplement relating to the Bonds, together with the Base Prospectus, that is filed with the Commission pursuant to Rule 424(b) of the Securities Act ("**Rule 424(b)**"). The term "**Prospectus**" shall mean the final prospectus supplement relating to the Bonds, together with the Base Prospectus, that is first filed pursuant to Rule 424(b) after the date and time that this Agreement is executed (the "**Execution Time**") and delivered by the parties hereto. Any reference herein to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents that are or are deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 of the Securities Act prior to 2:41 p.m. (Eastern time) on April 2, 2020 (the "**Initial Sale Time**"). All references in this Agreement to the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**").

All references in this Agreement to financial statements and schedules and other information that is "contained," "included" or "stated" (or other references of like import) in the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to mean and include all such financial statements and schedules and other information that is or is deemed to be incorporated by reference in the Registration Statement, the Prospectus or any Preliminary Prospectus, as the case may be, prior to the Initial Sale Time; and all references in this Agreement to amendments or supplements to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to include the filing of any document under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Exchange Act**"), which is or is deemed to be incorporated by reference in the Registration Statement, the Prospectus or any Preliminary Prospectus, as the case may be, after the Initial Sale Time.

The Company hereby confirms its agreements with the Underwriters as follows:

SECTION 1. Representations and Warranties of the Company.

The Company hereby represents, warrants and covenants to each Underwriter as of the date hereof, as of the Initial Sale Time and as of the Closing Date (as such term is defined herein) (in each case, a "**Representation Date**"), as follows:

(a) *Well-Known Seasoned Issuer*. (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the Securities Act) made any offer relating to the Bonds in reliance on the exemption of Rule 163 of the Securities Act, and (iv) as of the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was and is a "well-known seasoned issuer" (as such term is defined in Rule 405 of the Securities Act ("**Rule 405**")). The Registration Statement is an "automatic shelf registration statement" (as such term is defined in Rule 405), the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the Securities Act ("**Rule 401(g)(2)**") objecting to use of the automatic shelf registration statement form and the Company has not otherwise ceased to be eligible to use the automatic shelf registration statement form.

(b) *Compliance with Registration Requirements.* The Company meets the requirements for use of Form S-3 of the Securities Act and the Bonds have been duly registered under the Securities Act pursuant to the Registration Statement. The Registration Statement has become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by the Commission, and any request on the part of the Commission for additional information has been complied with. The Registration Statement was initially filed with the Commission on November 5, 2018. In addition, the Mortgage Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the "**Trust Indenture Act**").

At the respective times the Registration Statement and any post-effective amendments thereto became effective and at each Representation Date, the Registration Statement and any amendments thereto (i) complied and will comply in all material respects with the requirements of the Securities Act and the Trust Indenture Act, and (ii) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the representations and warranties in this Section 1(b) shall not apply to (A) that part of the Registration Statement that constitutes the Statement of Eligibility on Form T-1 of the Trustee under the Trust Indenture Act or (B) statements in or omissions from the Registration Statement or any post-effective amendment or the Prospectus or any amendments or supplements thereto

made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

Each Preliminary Prospectus and the Prospectus, at the time each was filed with the Commission, complied in all material respects with the Securities Act, and each Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with the offering of the Bonds will, at the time of such delivery, be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by the Commission's Regulation S-T.

(c) *Disclosure Package*. The term "**Disclosure Package**" shall mean (i) the Preliminary Prospectus dated April 2, 2020, (ii) each Issuer Free Writing Prospectus (as such term is defined below) identified in Annex I hereto (each, an "**Issuer General Use Free Writing Prospectus**") and (iii) any other free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package. The term "**Issuer Free Writing Prospectus**" shall mean any "issuer free writing prospectus" (as such term is defined in Rule 433 of the Securities Act ("**Rule 433**")) relating to the Bonds that (A) is required to be filed with the Commission by the Company or (B) is a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, in each case in the form filed or required to be filed with the Commission or, if not required to be so filed, in the form retained in the Company's records pursuant to Rule 433(g). The term "**Issuer Limited Use Free Writing Prospectus**" shall mean any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus as identified in Annex I hereto. At the Initial Sale Time, neither (1) the Disclosure Package nor (2) any individual Issuer Limited Use Free Writing Prospectus, when considered with the Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package or any Issuer Limited Use Free Writing Prospectus based upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 7(b) hereof.

(d) *Incorporated Documents*. The documents incorporated or deemed to be incorporated by reference in the Registration Statement, any Preliminary Prospectus and the Prospectus (i) at the time they were or hereafter are filed with the Commission, complied or will comply in all material respects with the requirements of the Exchange Act and (ii) when read together with the other information in the Disclosure Package, at the Initial Sale Time, and when read together with the other information in the Prospectus, at the date of the Prospectus and at the Closing Date, did not or will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *Not an Ineligible Issuer*. (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant makes a *bona fide* offer (within the meaning of Rule 164(h)(2) of the Securities Act) of the Bonds and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not or is not an "ineligible issuer" (as such term is defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered such an ineligible issuer.

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offering and sale of Bonds or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, any Preliminary Prospectus or the Prospectus. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any Preliminary Prospectus or the Prospectus, the Company has promptly notified or will promptly notify the Representatives and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(g) *No Applicable Registration or Other Similar Rights.* There are no persons with registration or other similar rights to have any equity or debt securities registered for sale under the Registration Statement or included in the offering contemplated by this Agreement, except for such rights as have been duly waived.

(h) *Due Incorporation and Qualification*. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the state of Kansas with corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement, the Mortgage Indenture and the Bonds; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify and be in good standing would not result in a Material Adverse Change (as defined herein).

(i) *Subsidiaries*. Evergy Kansas South, Inc. (formerly known as Kansas Gas and Electric Company) (the "**Subsidiary**") is a "significant subsidiary" (as such term is defined in Rule 1-02 of the Commission's Regulation S-X) of the Company. The Subsidiary has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good

standing would not result in a Material Adverse Change; except as otherwise disclosed in the Disclosure Package and the Prospectus, all of the issued and outstanding shares of capital stock of the Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and are owned directly by the Company free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; and none of the outstanding shares of capital stock of the Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of the Subsidiary.

(j) *Capitalization*. The authorized, issued and outstanding capital stock of the Company is as set forth in the Disclosure Package and the Prospectus. The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(k) *Accountants*. The accountants who issued their reports on the financial statements of the Company included or incorporated by reference in the Disclosure Package and the Prospectus are an independent registered public accounting firm with respect to the Company, as required by the Securities Act, the Exchange Act and the Public Company Accounting Oversight Board (United States).

(l) *Financial Statements*. The financial statements and any supporting schedules of the Company included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus present fairly, in all material respects, the financial position of the Company as of the dates indicated and the results of its operations and cash flows for the periods specified; except as stated therein, such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("**GAAP**") applied on a consistent basis; and any supporting schedules included in the Registration Statement present fairly, in all material respects, the information required to be stated therein. The selected financial data and the summary financial information included or incorporated by reference in the Disclosure Package and the Prospectus present fairly, in accordance with GAAP, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus.

(m) *Authorization of the Underwriting Agreement*. This Agreement has been duly authorized, executed and delivered by the Company.

(n) *Authorization of the Mortgage Indenture*. The Mortgage Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized; the Base Mortgage has been and, at the Closing Date, the Supplemental Indenture will be duly executed and delivered by the Company; and the Base Mortgage constitutes and, at the Closing Date, the Mortgage Indenture will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting enforcement of mortgagees' or other creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); *provided*, however, that certain remedial provisions of the Mortgage Indenture may not be enforceable, but such unenforceability will not render the Mortgage Indenture invalid

as a whole or affect the judicial enforcement of (i) the obligation of the Company to repay the principal of the Bonds, together with the interest and any premium thereon, as provided in the Bonds, (ii) the acceleration of the obligation of the Company to repay such principal, together with such interest and premium, based upon a material default by the Company in the payment of such principal, interest or premium or (iii) the right of the Trustee to exercise its right to foreclose under the Mortgage Indenture.

(o) *Accurate Tax Disclosure*. The factual statements set forth in the Disclosure Package and the Prospectus under the caption "Material U.S. Federal Income Tax Considerations" are accurate in all material respects and fairly present the information provided.

(p) *Authorization of the Bonds*. The Bonds to be purchased by the Underwriters from the Company are in the form contemplated by the Mortgage Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Mortgage Indenture and, at the Closing Date, will have been duly executed by the Company and, when authenticated in the manner provided for in the Mortgage Indenture and delivered against payment of the purchase price therefor, will be validly issued and delivered and will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting enforcement of mortgagees' or other creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and will be entitled to the benefits of the Mortgage Indenture.

(q) *Recordation of the Mortgage Indenture*. The Mortgage Indenture (not including the Supplemental Indenture) has been duly recorded and filed in each place in which such recording or filing is required to establish, protect and preserve the lien of the Mortgage Indenture on the Mortgaged Property (as such term is defined in the Mortgage Indenture), and all taxes and recording or filing fees required to be paid in connection with the execution, recording or filing of the Mortgage Indenture (not including the Supplemental Indenture) have been duly paid.

(r) *Title to Property*. Except as to property acquired subsequent to the execution and delivery of the Supplemental Indenture, the Company has good and sufficient title to, or a satisfactory easement in, the Mortgaged Property (except such property as may have been disposed of or released from the lien thereof in accordance with the terms thereof), subject only to (i) the lien of the Mortgage Indenture, (ii) exceptions and reservations specifically set forth therein, (iii) Permitted Liens (as such term is defined in the Mortgage Indenture), (iv) leases and minor liens of judgments not prior to the lien of the Mortgage Indenture that do not interfere with the Company's business, (v) defects, irregularities and deficiencies in titles of properties and rights-of-way that do not materially impair the use of such property and rights-of-way for the purposes for which they are held by the Company and (vi) matters specified in the Disclosure Package and the Prospectus under the caption "Description of First Mortgage Bonds—Priority and Security."

(s) *Lien of the Mortgage Indenture*. The Mortgage Indenture, subject only to the qualifications set forth in Section 1(r) hereof and to such other matters as do not materially affect the security for the Bonds, constitutes a valid, direct first mortgage lien upon the Mortgaged Property, and all property (to the extent such property constitutes Mortgaged Property) acquired

by the Company after the execution and delivery of the Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage Indenture to the extent provided therein, subject, however, to Permitted Liens and such other exceptions as are permitted by the Mortgage Indenture.

(t) *Description of the Bonds and the Mortgage Indenture.* The Bonds and the Mortgage Indenture conform in all material respects to the descriptions thereof contained in the Disclosure Package and the Prospectus.

(u) *Material Changes or Material Transactions*. Since the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, except as may otherwise be stated therein or contemplated thereby, (i) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "**Material Adverse Change**"), and (ii) there have been no transactions entered into by the Company and its subsidiaries considered as one enterprise (other than those in the ordinary course of business) that are material with respect to the Company and its subsidiaries considered as one enterprise.

(v) *No Defaults*. Neither the Company nor the Subsidiary is in violation of its articles of incorporation, charter or by-laws. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, neither the Company nor the Subsidiary is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Company or the Subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or the Subsidiary is subject (each, an "**Agreement or Instrument**" and, collectively, the "**Agreements and Instruments**"). The execution and delivery of this Agreement, the Mortgage Indenture and the Bonds and the consummation of the transactions contemplated herein and therein have been duly authorized by all necessary corporate action and do not and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance (except pursuant to the terms of the Mortgage Indenture) upon any property or assets of the Company or the Subsidiary pursuant to, any material Agreements and Instruments, nor will such action result in any violation of the provisions of the articles of incorporation, charter or by-laws, as they may be then amended or in effect, of the Company or the Subsidiary or any applicable law, administrative regulation or administrative or court order or decree.

(w) *Regulatory Approvals*. The Company has obtained all necessary consents, orders or approvals in connection with the issuance and sale of the Bonds, and no consent, approval, authorization, order or decree of any other court or governmental agency or body is required for the consummation by the Company of the transactions contemplated by this Agreement, except such as may be required under state securities or blue sky laws.

(x) *Legal Proceedings; Contracts*. Except as may be set forth, incorporated or deemed incorporated by reference in the Disclosure Package and the Prospectus, there is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened against or affecting, the Company or its

subsidiaries that would reasonably be expected to result in any Material Adverse Change, or might materially and adversely affect its properties or assets or would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated by this Agreement; and there are no contracts or documents that are required to be filed as exhibits to the Registration Statement by the Securities Act that have not been so filed.

(y) *Franchises*. The Company and the Subsidiary hold, to the extent required, valid and subsisting franchises, certificates of convenience and authority, licenses and permits authorizing them to carry on the regulated utility businesses in which they are engaged in the territories from which substantially all of the Company's consolidated gross operating revenue is derived, except where the failure to hold such franchises, certificates of convenience and authority, licenses and permits would not result in a Material Adverse Change. Neither the Company nor the Subsidiary has received any notice of proceedings relating to the revocation or modification of any such franchise, certificate of convenience and authority, license or permit that, individually or in the aggregate, if the subject of an unfavorable decision ruling or finding, reasonably be expected to result in a Material Adverse Change, except as set forth in the Disclosure Package and the Prospectus.

(z) *Environmental Laws*. Except as described, incorporated or deemed incorporated by reference in the Disclosure Package and the Prospectus, and except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (i) neither the Company nor the Subsidiary is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (ii) the Company and the Subsidiary have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (iii) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or the Subsidiary and (iv) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or the Subsidiary relating to Hazardous Materials or any Environmental Laws.

(aa) *Investment Company Act*. The Company is not and, upon the issuance and sale of the Bonds as contemplated herein and the application of the net proceeds thereof as described in the Disclosure Package and the Prospectus, will not be, required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(bb) *ERISA*. The Company and the Subsidiary are in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("**ERISA**"); no "reportable event" (as such term is defined in ERISA) has occurred with respect to any "pension plan" (as such term is defined in ERISA) for which the Company or the Subsidiary would have any material liability; the Company and the Subsidiary have not incurred and do not expect to incur any material liability under (i) Title IV of ERISA with respect to the termination of, or withdrawal from, any "pension plan" or (ii) Section 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "**Code**"); and each "pension plan" for which the Company or the Subsidiary would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(cc) *Insurance*. The Company and the Subsidiary carry, or are covered by, insurance in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties.

(dd) *Taxes*. The Company and the Subsidiary have filed all federal, state and local income and franchise tax returns required to be filed through the date hereof and have paid all taxes due thereon, except such as are being contested in good faith by appropriate proceedings or for which an extension has been requested, and no tax deficiency has been determined adversely to the Company or the Subsidiary that has had, nor does the Company have any knowledge of any tax deficiency that, if determined adversely to the Company or the Subsidiary, would reasonably be expected to result in, a Material Adverse Change.

(ee) *Internal Controls*. Each of the Company and the Subsidiary (i) makes and keeps accurate books and records and (ii) maintains internal accounting controls that provide reasonable assurance that (A) transactions are executed in accordance with management's authorization, (B) transactions are recorded as necessary to permit preparation of its financial statements and to maintain accountability for its assets, (C) access to its assets is permitted only in accordance with management's authorization and (D) the reported accountability for its assets is compared with existing assets at reasonable intervals. Except as described in the Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (A) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (B) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(ff) *Sarbanes-Oxley*. The Company is in compliance, in all material respects, with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans, and the requirement that the Company and its consolidated subsidiaries maintain the following, among other, controls and procedures:

(i) a system of "internal accounting controls" as contemplated in Section 13(b)(2)(B) of the Exchange Act;

(ii) “disclosure controls and procedures” (as such term is defined in Rule 13a-15(e) of the Exchange Act); and

(iii) “internal control over financial reporting” (as such term is defined in Rule 13a-15(f) of the Exchange Act).

(gg) *Pending Proceedings and Examinations*. The Company has not received notice from the Commission that the Registration Statement is the subject of a pending proceeding or examination under Section 8(d) or 8(e) of the Securities Act, and the Company is not the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Bonds.

(hh) *Ratings*. The Bonds will be rated as described in the Final Term Sheet (as defined herein).

(ii) *Foreign Corrupt Practices Act*. None of the Company, the Subsidiary nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Company or the Subsidiary has (i) made any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(jj) *Money Laundering Laws*. The operations of the Company, the Subsidiary and, to the knowledge of the Company, its other subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, without limitation, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder and the anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or the Subsidiary or, to the knowledge of the Company, any of its other subsidiaries with respect to the Money Laundering Laws is pending or threatened.

(kk) *OFAC*. None of the Company, the Subsidiary nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or the Subsidiary is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”), or other relevant sanctions authority (collectively, “**Sanctions**”), and the Company will not directly or indirectly use the proceeds of the offering of the Bonds hereunder, or lend, contribute or otherwise make available such proceeds to the Subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(ll) *eXtensible Business Reporting Language*. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(mm) *Cybersecurity*. (i) (A) Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, there has been no security breach or other compromise of or relating to any of the Company's or the Subsidiary's information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "**IT Systems and Data**") and (B) the Company and the Subsidiary have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data, except as would not, in the case of this clause (i), reasonably be expected to result in a Material Adverse Change; (ii) the Company and the Subsidiary are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of this clause (ii), individually or in the aggregate, reasonably be expected to result in a Material Adverse Change; and (iii) the Company and the Subsidiary have implemented backup and disaster recovery technology reasonably consistent with industry standards and practices.

Any certificate signed by any director or officer of the Company and delivered to the Underwriters or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby on the date of such certificate and, unless subsequently amended or supplemented, at each Representation Date subsequent thereto.

SECTION 2. Purchase, Sale and Delivery of the Bonds.

(a) *The Bonds.* The Company agrees to issue and sell to the several Underwriters, severally and not jointly, all of the Bonds upon the terms herein set forth. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Company the aggregate principal amount of Bonds set forth opposite their names on Schedule A hereto, plus any additional principal amount of Bonds that such Underwriter may become obligated to purchase pursuant to Section 9 hereof, at a purchase price of 98.716% of the principal amount of the Bonds, payable on the Closing Date.

(b) *The Closing Date.* Delivery of one or more certificates for the Bonds in global form to be purchased by the Underwriters and payment therefor shall be made at the offices of Bracewell LLP, 1251 Avenue of the Americas, New York, New York (or such other place as may be agreed

to by the Company and the Representatives) at 10:00 a.m., New York City time, on April 9, 2020, or such other time and date as the Underwriters and the Company shall mutually agree (the time and date of such closing are called the "**Closing Date**").

(c) *Public Offering of the Bonds.* The Representatives hereby advise the Company that the Underwriters intend to offer for sale to the public, as described in the Disclosure Package and the Prospectus, their respective portions of the Bonds as soon after this Agreement has been executed as the Representatives, in their sole judgment, have determined is advisable and practicable.

(d) *Payment for the Bonds.* Payment for the Bonds shall be made at the Closing Date by wire transfer of immediately available funds to the order of the Company. It is understood that the Representatives have been authorized, for their own accounts and for the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Bonds that the Underwriters have agreed to purchase. The Representatives may (but shall not be obligated to) make payment for any Bonds to be purchased by any Underwriter whose funds shall not have been received by the Representatives by the Closing Date for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

(e) *Delivery of the Bonds.* The Company shall deliver, or cause to be delivered, to the Representatives for the accounts of the several Underwriters through the facilities of the Depositary one or more certificates for the Bonds at the Closing Date, against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The certificate for the Bonds shall be a definitive global certificate in book-entry form for clearance through the Depositary. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

SECTION 3. Covenants of the Company.

The Company covenants and agrees with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b) hereof, will comply with the requirements of Rule 430B of the Securities Act, and will promptly notify the Representatives, and confirm the notice in writing, of (i) the effectiveness during the Prospectus Delivery Period (as such term is defined herein) of any post-effective amendment to the Registration Statement or the filing of any supplement or amendment to any Preliminary Prospectus or the Prospectus, (ii) the receipt of any comments from the Commission during the Prospectus Delivery Period, (iii) any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus or the Prospectus or for additional information and (iv) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus, or of the suspension of the qualification of the Bonds for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424 and will take such steps as it deems necessary to ascertain promptly whether any Preliminary Prospectus and the Prospectus transmitted for filing

under Rule 424 was received for filing by the Commission and, in the event that it was not, it will promptly file such document. The Company will use every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) *Representatives' Review of Proposed Amendments and Supplements.* During the period beginning on the date of this Agreement and ending on the later of the Closing Date or such date, as in the opinion of counsel for the Underwriters, a prospectus relating to the Bonds is no longer required by law to be delivered in connection with sales of the Bonds by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 of the Securities Act (the "**Prospectus Delivery Period**"), prior to amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus (including any amendment or supplement through incorporation by reference of any report filed under the Exchange Act), the Company shall furnish, within a reasonable time prior to filing such amendment or supplement, to the Representatives for review a copy of each such proposed amendment or supplement, and the Company shall not file or use any such proposed amendment or supplement (except for any amendment or supplement filed under the Exchange Act after the Closing Date) to which the Representatives or counsel for the Underwriters shall reasonably object.

(c) *Delivery of Registration Statements.* If requested, the Company will furnish or deliver to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. The Registration Statement and each amendment thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by the Commission's Regulation S-T.

(d) *Delivery of Prospectuses.* The Company will deliver to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter may reasonably request, and the Company hereby consents to the use of such copies for purposes permitted by the Securities Act. The Company will furnish to each Underwriter, without charge, during the Prospectus Delivery Period, such number of copies of the Prospectus as such Underwriter may reasonably request. Each Preliminary Prospectus and the Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by the Commission's Regulation S-T.

(e) *Continued Compliance with Securities Laws*. The Company will comply with the Securities Act and the Exchange Act so as to permit the completion of the distribution of the Bonds as contemplated in this Agreement and the Prospectus. If, at any time during the Prospectus Delivery Period, any event shall occur or condition shall exist as a result of which it is necessary to amend the Registration Statement in order that the Registration Statement will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or

necessary to make the statements therein not misleading or to amend or supplement the Disclosure Package or the Prospectus in order that the Disclosure Package or the Prospectus, as the case may be, will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the Initial Sale Time or at the time it is delivered or conveyed to a purchaser, not misleading, or if it shall be necessary at any such time to amend the Registration Statement or amend or supplement the Disclosure Package or the Prospectus in order to comply with the requirements of the Securities Act, the Company will (i) notify the Representatives of any such event, development or condition, (ii) promptly prepare and file with the Commission, subject to Section 3(b) hereof, such amendment or supplement (including by filing under the Exchange Act any document incorporated by reference in the Disclosure Package or the Prospectus) as may be necessary to correct such statement or omission or to make the Registration Statement, the Disclosure Package or the Prospectus comply with such requirements and (iii) the Company will furnish to the Underwriters, without charge, such number of copies of such amendment or supplement to the Disclosure Package or the Prospectus as the Underwriters may reasonably request.

(f) *Blue Sky Compliance.* The Company shall cooperate with the Representatives and counsel for the Underwriters to qualify or register the Bonds for sale under (or obtain exemptions from the application of) the state securities or blue sky laws of those jurisdictions designated by the Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Bonds. The Company shall not be required to qualify to transact business or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign business. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Bonds for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use every reasonable effort to obtain the withdrawal thereof at the earliest possible moment.

(g) *Use of Proceeds.* The Company shall apply the net proceeds from the sale of the Bonds sold by it in the manner described under the caption "Use of Proceeds" in each of the Disclosure Package and the Prospectus.

(h) *Depositary.* The Company will cooperate with the Underwriters and use every reasonable effort to permit the Bonds to be eligible for clearance and settlement through the facilities of the Depositary.

(i) *Periodic Reporting Obligations.* During the Prospectus Delivery Period and subject to Section 3(b) hereof, the Company shall file, on a timely basis, with the Commission all reports and documents required to be filed under the Exchange Act.

(j) *Agreement Not to Offer or Sell Additional Securities.* During the period commencing on the date hereof and ending on the Closing Date, the Company will not, without the prior written consent of the Representatives (which consent may be withheld at the sole discretion of the Representatives), directly or indirectly, sell, offer, contract or grant any option to sell, transfer or establish an open "put equivalent position" within the meaning of Rule 16a-1(h)

of the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Company similar to the Bonds or securities exchangeable for or convertible into debt securities similar to the Bonds, other than as contemplated by this Agreement with respect to the Bonds.

(k) *Final Term Sheet*. The Company will prepare a final term sheet containing only a description of the Bonds, in substantially the form previously agreed to by the Company and the Representatives, and will file such term sheet pursuant to Rule 433(d) within the time required by Rule 433 (such term sheet, the "**Final Term Sheet**"). The Final Term Sheet is an Issuer Free Writing Prospectus for purposes of this Agreement.

(l) *Permitted Free Writing Prospectuses*. The Company represents that it has not made, and agrees that, unless it obtains the prior written consent of the Representatives, and each Underwriter, severally and not jointly, represents that it has not made, and agrees with the Company that, unless it obtains the prior written consent of the Company, it will not make, any offer relating to the Bonds that would constitute an "issuer free writing prospectus" or that would otherwise constitute a "free writing prospectus" (as those terms are defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the prior written consent of the Representatives shall be deemed to have been given in respect of the Issuer General Use Free Writing Prospectuses and the Issuer Limited Use Free Writing Prospectuses identified in Annex I hereto. Any such free writing prospectus consented to by the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company agrees that it has (i) treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (ii) complied and will comply, as the case may be, with the requirements of Rules 164 and 433 of the Securities Act applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(m) *Notice of Inability to Use Automatic Shelf Registration Statement Form.* If at any time during the Prospectus Delivery Period the Company receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Representatives, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Bonds, in a form satisfactory to the Representatives, (iii) use its best efforts to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Bonds to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

(n) *Registration Statement Renewal Deadline.* If immediately prior to the third anniversary (the "**Renewal Deadline**") of the initial effective date of the Registration Statement, any of the Bonds remain unsold by the Underwriters, the Company will prior to the Renewal Deadline file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Bonds, in a form satisfactory to the Representatives. If the Company is no longer eligible to file an automatic shelf registration statement, the Company will prior to the

Renewal Deadline, if it has not already done so, file a new shelf registration statement relating to the Bonds, in a form satisfactory to the Representatives, and will use its best efforts to cause such registration statement to be declared effective within 60 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Bonds to continue as contemplated in the expired registration statement relating to the Bonds. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

(o) *Filing Fees*. The Company agrees to pay the required Commission filing fees relating to the Bonds within the time required by Rule 456(b)(1) of the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act.

(p) *No Manipulation of Price*. The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Bonds.

(q) *Earning Statement*. The Company will make generally available to the Company's security holders and to the Representatives as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement that will satisfy the provisions of Section 11(a) of the Securities Act.

The Representatives, on behalf of the several Underwriters, may, in their sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. Payment of Expenses. The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation, (i) all expenses incident to the issuance and delivery of the Bonds (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Bonds to the Underwriters, (iii) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors to the Company, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each Issuer Free Writing Prospectus, each Preliminary Prospectus and the Prospectus, and all amendments and supplements thereto, and this Agreement, the Mortgage Indenture, the DTC Agreement and the Bonds, (v) all filing fees, reasonable attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Bonds for offer and sale under the state securities or blue sky laws, and, if requested by the Representatives, preparing a "Blue Sky Survey" or memorandum, and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions, (vi) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review, if any, by the Financial Industry Regulatory Authority, Inc. ("**FINRA**") of the terms of the sale of the Bonds,

(vii) the fees and expenses of the Trustee, including the reasonable fees and disbursements of counsel for the Trustee in connection with the Mortgage Indenture and the Bonds, (viii) any fees payable in connection with the rating of the Bonds with the ratings agencies, (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company in connection with approval of the Bonds by the Depositary for "book-entry" transfer, (x) all other applicable fees, costs and expenses referred to in Item 14 of Part II of the Registration Statement, (xi) all reasonable out-of-pocket expenses incurred by the Representatives with respect to any road show, including expenses relating to slide production, internet road show taping and travel, and (xii) all other fees, costs and expenses incurred in connection with the performance of its obligations hereunder for which provision is not otherwise made in this Section 4. Except as provided in this Section 4, Section 6, Section 7 and Section 8 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel.

SECTION 5. Conditions of the Obligations of the Underwriters. The obligations of the several Underwriters to purchase and pay for the Bonds as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 1 hereof as of each Representation Date as though then made and to the timely performance by the Company of its covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Effectiveness of Registration Statement*. The Registration Statement shall remain effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued under the Securities Act and no proceedings for that purpose shall have been instituted or be pending or threatened by the Commission, any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters and the Company shall not have received from the Commission any notice pursuant to Rule 401(g)(2) objecting to use of the automatic shelf registration statement form.

(b) *Filings under Rule 424 and Rule 433.* For the period from the Execution Time to the Closing Date:

(i) the Company shall have filed any Preliminary Prospectus not previously filed and the Prospectus with the Commission (including the information required by Rule 430B of the Securities Act) in the manner and within the time period required by Rule 424(b) (or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such Rule 430B, and such post-effective amendment shall have become effective); and

(ii) the Final Term Sheet and any other material required to be filed by the Company pursuant to Rule 433(d) shall have been filed with the Commission within the applicable time periods prescribed for such filings under Rule 433.

(c) *Accountants' Comfort Letter*. On the date hereof, the Representatives shall have received from Deloitte & Touche LLP, independent public or certified public accountants for the Company, a letter dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives with respect to the audited and any unaudited consolidated financial statements and certain financial information of the Company included or incorporated by reference in the Registration Statement, any Preliminary Prospectus and the Prospectus.

(d) *Bring-down Comfort Letter*. On the Closing Date, the Representatives shall have received from Deloitte & Touche LLP, independent public or certified public accountants for the Company, a letter dated such date, in form and substance satisfactory to the Representatives, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to Section 5(c) hereof, except that the specified date referred to therein for the carrying out of procedures shall be no more than two business days prior to the Closing Date and in any case no earlier than the date hereof.

(e) *No Material Adverse Change or Ratings Agency Change.* For the period from the Execution Time to the Closing Date:

(i) in the judgment of the Representatives, there shall not have occurred any Material Adverse Change, except as reflected in or contemplated by the Disclosure Package; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company by any "nationally recognized statistical rating organization" (as such term is defined in Section 3(a)(62) of the Exchange Act).

(f) *Opinion of Counsel for the Company.* On the Closing Date, the Representatives shall have received the favorable opinions of (i) Hunton Andrews Kurth LLP, counsel for the Company, dated the Closing Date, the form of which is attached as Exhibit A-1, and (ii) Heather A. Humphrey, Senior Vice President, General Counsel and Corporate Secretary of the Company, dated the Closing Date, the form of which is attached as Exhibit A-2.

(g) *Opinion of Counsel for the Underwriters.* On the Closing Date, the Representatives shall have received the favorable opinion of Bracewell LLP, counsel for the Underwriters, dated the Closing Date, with respect to such matters as may be reasonably requested by the Underwriters.

(h) *Officers' Certificate.* On the Closing Date, the Representatives shall have received a written certificate executed by the Chief Executive Officer, President or a Vice President of the Company and the Chief Financial Officer, Chief Accounting Officer or Treasurer or Assistant Treasurer of the Company, dated the Closing Date, to the effect that, to the best of their knowledge after reasonable investigation:

(i) the Company has received no stop order suspending the effectiveness of the Registration Statement, and no proceedings for such purpose have been instituted or threatened by the Commission;

(ii) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) objecting to use of the automatic shelf registration statement form;

(iii) for the period from the Execution Time to the Closing Date, there has not occurred any downgrading, and the Company has not received any notice of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company by any "nationally recognized statistical rating organization" (as such term is defined in Section 3(a)(62) of the Exchange Act);

(iii) for the period from the Execution Time to the Closing Date, there has not occurred any Material Adverse Change;

(iv) the representations and warranties of the Company set forth in Section 1 hereof are true and correct with the same force and effect as though expressly made on and as of the Closing Date; and

(v) the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(i) *Recordation of the Supplemental Indenture*. The Company shall have caused the Supplemental Indenture to be duly recorded and filed in each place in which such recording or filing is required to establish, protect and preserve the lien of the Mortgage Indenture on the Mortgaged Property.

(j) *Additional Documents.* On or before the Closing Date, the Representatives and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Bonds as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 4, Section 7, Section 8 and Section 16 hereof shall at all times be effective and shall survive such termination.

SECTION 6. Reimbursement of Underwriters' Expenses. If this Agreement is terminated by the Representatives pursuant to Section 5 or Section 10(i) hereof, the Company agrees to reimburse the Representatives and the other Underwriters, severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Representatives and the Underwriters in connection with the proposed purchase and the offering and sale of the Bonds, including, without limitation, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

SECTION 7. Indemnification.

(a) *Indemnification of the Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees and agents, and each person, if any,

who controls any Underwriter within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, director, officer, employee, agent or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, including any information deemed to be a part thereof pursuant to Rule 430B of the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact included in any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and to reimburse each Underwriter, its officers, directors, employees, agents and controlling persons for any and all expenses (including the reasonable fees and disbursements of counsel chosen by the Representatives) as such expenses are reasonably incurred by such Underwriter, officer, director, employee, agent or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; *provided*, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information furnished in writing to the Company by any Underwriter through the Representatives expressly for use in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the information described in Section 7(b) hereof. The indemnity agreement set forth in this Section 7(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) *Indemnification of the Company, its Directors and Officers*. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, such Preliminary Prospectus, such Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with information furnished in writing to the Company by any Underwriter through the Representatives expressly for use therein; and to

reimburse the Company, such director, officer or controlling person for any and all expenses (including the reasonable fees and disbursements of counsel chosen by the Company) as such expenses are reasonably incurred by the Company, such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Underwriters have furnished to the Company in writing expressly for use in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) are the statements set forth in the fifth paragraph, the sixth paragraph, the third sentence of the eighth paragraph and the ninth paragraph, each under the caption "Underwriting" in the Prospectus. The indemnity agreement set forth in this Section 7(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) *Notifications and Other Indemnification Procedures*. Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure to so notify the indemnifying party (i) will not relieve it from liability under Section 7(a) or 7(b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any liability other than the indemnification obligation provided in Section 7(a) or 7(b) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party; *provided*, however, such indemnified party shall have the right to employ its own counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party, unless (i) the employment of such counsel has been specifically authorized by the indemnifying party, (ii) the indemnifying party has failed promptly to assume the defense and employ counsel reasonably satisfactory to the indemnified party or (iii) the named parties to any such action (including any impleaded parties) include both such indemnified party and the indemnifying party or any affiliate of the indemnifying party, and such indemnified party shall have reasonably concluded that either (x) there may be one or more legal defenses available to it that are different from or additional to those available to the indemnifying party or such affiliate of the indemnifying party or (y) a conflict may exist between such indemnified party and the indemnifying party or such affiliate of the indemnifying party (it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to a single firm of local counsel) for all such indemnified parties, which firm shall be designated in writing by (i) the Representatives, in the case of indemnification pursuant to Section 7(a) hereof or (ii) the Company, in the case of indemnification pursuant to Section 7(b) hereof, and that all such reasonable fees and expenses shall be reimbursed as they are incurred).

(d) *Settlements*. The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there is a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 7(c) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (A) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (B) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

SECTION 8. Contribution. If the indemnification provided for in Section 7 hereof is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Bonds pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Bonds pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Bonds pursuant to this Agreement (before deducting expenses) received by the Company, and the total underwriting discount received by the Underwriters, in each case as set forth on the front cover page of the Prospectus bear to the aggregate initial public offering price of the Bonds as set forth on such cover. The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 7(c) hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 7(c) hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 8; *provided*, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 7(c) hereof for purposes of indemnification.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 8.

Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the underwriting discount received by such Underwriter in connection with the Bonds underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 8 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their names in Schedule A hereto. For purposes of this Section 8, each director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company.

SECTION 9. Default of One or More of the Several Underwriters. If, on the Closing Date, any one or more of the several Underwriters shall fail or refuse to purchase Bonds that it or they have agreed to purchase hereunder on such date (the "**Defaulted Securities**"), then the Representatives shall have the right, within 36 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the aggregate principal amount of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth.

If, however, the Underwriters shall not have completed such arrangements within such 36-hour period, and if the aggregate principal amount of the Defaulted Securities does not exceed 10% of the aggregate principal amount of Bonds to be purchased on such date, the non-defaulting Underwriters shall be obligated, severally, in the proportion to the aggregate principal amount of the Bonds set forth opposite their respective names on Schedule A hereto bears to the aggregate principal amount of such Bonds set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representatives with the consent of the non-defaulting Underwriters, to purchase such Bonds that such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date.

If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase such Bonds and the aggregate principal amount of such Bonds with respect to which such default occurs exceeds 10% of the aggregate principal amount of Bonds to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Bonds are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Section 4, Section 7, Section 8 and Section 16 hereof shall at all times be effective and shall survive such termination.

In any such case, either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement, each Issuer Free Writing Prospectus, each Preliminary Prospectus or the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "**Underwriter**" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 9. Any action taken under this Section 9 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

SECTION 10. Termination of this Agreement. Prior to the Closing Date, this Agreement may be terminated by the Representatives by notice given to the Company if at any time: (i) trading or quotation in any of the Company's securities shall have been suspended or materially limited by the New York Stock Exchange or the Commission, or trading in securities generally on the NASDAQ Global Market or the New York Stock Exchange shall have been suspended or materially limited, or minimum or maximum prices shall have been generally established on either of such stock exchanges by the Commission or FINRA; (ii) a general banking moratorium shall have been declared by any federal or New York authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any material adverse change in the United States or international financial markets, or any change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Bonds in the manner and on the terms described in the Disclosure Package or the Prospectus or to enforce contracts for the sale of securities; (iv) in the judgment of the Representatives, there shall have occurred any Material Adverse Change; or (v) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services in the United States. Any termination pursuant to this Section 10 shall be without liability on the part of (A) the Company to any Underwriter, except that the Company shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to Section 4 and Section 6 hereof, (B) any Underwriter to the Company or (C) any party hereto to any other party except that the provisions of Section 7, Section 8 and Section 16 hereof shall at all times be effective and shall survive such termination.

SECTION 11. No Fiduciary Duty; No Advisory or Fiduciary Responsibility. The Company acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Agreement, including the determination of the public offering price of the Bonds and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand; (ii) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely

as a principal and is not the financial advisor, agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the several Underwriters with respect to any breach or alleged breach of agency or fiduciary duty.

SECTION 12. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company, of its officers and of the several Underwriters set forth in or made pursuant to this Agreement (i) will remain operative and in full force and effect, regardless of (A) any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 7(a) or Section 7(b) hereof, as the case may be or (B) acceptance of the Bonds and payment for them hereunder and (ii) will survive delivery of and payment for the Bonds sold hereunder and any termination of this Agreement.

SECTION 13. Notices. All communications hereunder shall be in writing and shall be delivered by mail, hand or electronic means as follows:

If to the Representatives:

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020
Facsimile: (646) 343 3455
Attention: Capital Markets Group

and

U.S. Bancorp Investments, Inc.
214 North Tryon Street, 26th Floor
Charlotte, North Carolina 28202
Facsimile: (877) 774-3462
Attention: High Grade Syndicate

and

Wells Fargo Securities, LLC
Duke Energy Center, 5th Floor
550 South Tryon Street
Charlotte, North Carolina 28202
Facsimile: (704) 410 0326
Attention: Transaction Management

with a copy to:

Bracewell LLP
1251 Avenue of the Americas
New York, New York 10020-1100
Facsimile: (800) 404 3970
Attention: Todd W. Eckland

If to the Company:

Evergy Kansas Central, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612
Facsimile: (816) 556-2924
Attention: Heather A. Humphrey

with a copy to:

Hunton Andrews Kurth LLP
200 Park Avenue
New York, New York 10166
Facsimile: (212) 309-1024
Attention: Peter K. O'Brien

Any party hereto may change the address for receipt of communications by giving written notice to the others.

SECTION 14. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to Section 9 hereof, and to the benefit of the directors, officers, employees, agents and controlling persons referred to in Section 7 and Section 8 hereof, and in each case their respective successors and assigns, and no other person will have any right or obligation hereunder. The term "**successors and assigns**" shall not include any purchaser of the Bonds as such from any of the Underwriters merely by reason of such purchase.

SECTION 15. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 16. Governing Law Provisions. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE.

SECTION 17. General Provisions. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 7 hereof and the contribution provisions of Section 8 hereof, and is fully informed regarding such provisions. Each of the parties hereto further acknowledges that the provisions of Section 7 and Section 8 hereof fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, the Disclosure Package and the Prospectus (and any amendments and supplements thereto), as required by the Securities Act and the Exchange Act.

SECTION 18. Recognition of U.S. Special Resolution Regimes. In the event that (a) any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States and (b) any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. For purposes of this Section 18, (i) a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k), (ii) "Covered Entity" means (A) a "covered entity" (as defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b)), (B) a "covered bank" (as defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b)) or (C) a "covered FSI" (as defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b)), (iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable, and (iv) "U.S. Special Resolution Regime" means each of (A) the Federal Deposit Insurance Act and the regulations thereunder and (B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations thereunder.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

EVERGY KANSAS CENTRAL, INC.

By: /s/ Lori A. Wright
Name: Lori A. Wright
Title: Vice President – Corporate Planning, Investor Relations and Treasurer

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Representatives as of the date first above written.

MUFG SECURITIES AMERICAS INC.
U.S. BANCORP INVESTMENTS, INC.
WELLS FARGO SECURITIES, LLC

Acting as Representatives of the several Underwriters
named in Schedule A hereto.

By: MUFG Securities Americas Inc.

By: /s/ Brian Cogliandro
Name: Brian Cogliandro
Title: Managing Director

By: U.S. Bancorp Investments, Inc.

By: /s/ Anthony J. Fiore
Name: Anthony J. Fiore
Title: Director

By: Wells Fargo Securities, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

SCHEDULE A

Underwriters	Aggregate Principal Amount of Bonds to be Purchased
MUFG Securities Americas Inc.	$150,000,000
U.S. Bancorp Investments, Inc.	$150,000,000
Wells Fargo Securities, LLC.	$150,000,000
MFR Securities, Inc.	$ 16,667,000
Samuel A. Ramirez & Company, Inc.	$ 16,667,000
Siebert Williams Shank & Co., LLC	$ 16,666,000
Total	$500,000,000

ANNEX I

LIST OF ISSUER GENERAL USE FREE WRITING PROSPECTUSES

1. Final Term Sheet dated April 2, 2020

LIST OF ISSUER LIMITED USE FREE WRITING PROSPECTUSES

None

EXHIBIT A-1

Form of Opinion of Company's Counsel

(a) The Registration Statement has become effective under the Securities Act; each of the Preliminary Prospectus and the Prospectus has been filed pursuant to Rule 424(b) in accordance with Rule 424(b); the Final Term Sheet has been filed pursuant to Rule 433 in accordance with Rule 433; and, to our knowledge, no stop order suspending the effectiveness of the Registration Statement is in effect nor are any proceedings for such purpose pending before or threatened by the Commission.

(b) (i) The Registration Statement (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph (b)), as of the date of the Underwriting Agreement, (ii) the Preliminary Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph (b)), at the Initial Sale Time, and (iii) the Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph (b)), as of the date of the Prospectus Supplement and as of the date hereof, appear on their face to have complied as to form in all material respects with the requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), the Securities Act and the rules and regulations of the Commission promulgated thereunder.

(c) Each document incorporated by reference in the Preliminary Prospectus and the Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom, as to which we express no opinion), at the respective time such document was filed with the Commission, appeared on its face to have complied as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder.

(d) The Mortgage Indenture has been duly qualified under the Trust Indenture Act.

(e) The execution, delivery and performance by the Company of the Underwriting Agreement, the Mortgage Indenture and the Bonds and the consummation by the Company of the transactions contemplated thereby (including the issuance and sale of the Bonds and the use of the proceeds from the sale of the Bonds as described in the Disclosure Package (as defined in Annex A hereto) and in the Prospectus under the caption "Use of Proceeds") and compliance by the Company with its obligations under the Underwriting Agreement, the Mortgage Indenture and the Bonds do not and will not violate any provision of New York law that, in our experience and without independent investigation, is normally applicable to transactions of the type contemplated by the Underwriting Agreement and the Mortgage Indenture (provided no opinion is expressed with respect to state securities or blue sky laws).

(f) No consent, approval, qualification, authorization, certificate or order of, or registration or filing with, any court or other governmental commission or regulatory authority or agency is required under Applicable Laws for the execution and delivery by the Company of, or the performance of the Company's obligations under, the Underwriting Agreement or the Mortgage Indenture, or for the issue and sale of the Bonds as contemplated therein. As used in this paragraph (f), the term "Applicable Laws" means the laws of the State of New York and the federal laws of the United States of America that, in our experience and without independent investigation, are normally applicable to transactions of the type contemplated by the Underwriting Agreement and the Mortgage Indenture (provided that the term "Applicable Laws" shall not include federal or state securities or blue sky laws, including, without limitation, the Securities Act, the Exchange Act, the Trust Indenture Act and the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the respective rules and regulations thereunder).

(g) The statements set forth in the Disclosure Package and the Prospectus under the headings "Description of First Mortgage Bonds" and "Description of the Bonds" (insofar as such statements purport to summarize certain provisions of the Bonds and the Mortgage Indenture) fairly, accurately and completely summarize in all material respects the matters therein described.

(h) The statements set forth in the Disclosure Package and the Prospectus under the headings "Plan of Distribution" and "Underwriting" (insofar as such statements purport to summarize certain provisions of the Underwriting Agreement) fairly, accurately and completely summarize in all material respects the matters therein described.

(i) The statements set forth in the Disclosure Package and the Prospectus under the heading "Material U.S. Federal Income Tax Considerations," insofar as they purport to constitute summaries of matters of United States federal income tax law, constitute accurate and complete summaries, in all material respects, subject to the qualifications set forth therein.

(j) The Company is not, and will not be after giving effect to the offer and sale of the Bonds and application of the proceeds therefrom as described in the Prospectus, required to register as an "investment company," as such term is defined in the Investment Company Act.

(k) No facts came to the attention of such counsel that gave such counsel reason to believe that (i) any part of the Registration Statement, as of the date of the Underwriting Agreement, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Disclosure Package, as of the Initial Sale Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iii) the Prospectus contained, as of the date of the Underwriting Agreement, or contains, on the date hereof, an untrue statement of a material fact or omitted, as of the date of the Underwriting Agreement, or omits, on the date hereof, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that in each case such counsel may express no opinion or belief with respect to the financial statements, financial data, statistical data and supporting schedules included or incorporated or deemed to be incorporated by reference therein or omitted therefrom.

ANNEX A

DISCLOSURE PACKAGE

1. The Preliminary Prospectus.

2. The Final Term Sheet.

For purposes of determining the “Disclosure Package,” the information contained in the foregoing documents shall be considered together.

EXHIBIT A-2

Form of Opinion of Heather A. Humphrey, Senior Vice President, General Counsel and Corporate Secretary

(a) The Company is a validly organized and existing corporation in good standing under the laws of the State of Kansas with corporate power and authority to own, lease and operate its properties and to conduct its business as set forth in the Disclosure Package and the Prospectus and to enter into and perform its obligations under the Underwriting Agreement.

(b) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(c) The Mortgage Indenture is in due and proper form, has been duly and validly authorized by all necessary corporate action, has been duly and validly executed and delivered, and is a valid instrument legally binding on the Company enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting enforcement of mortgagees' or other creditors' rights generally and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law); *provided*, however, that certain remedial provisions of the Mortgage Indenture may not be enforceable, but such unenforceability will not render the Mortgage Indenture invalid as a whole or affect the judicial enforcement of (i) the obligation of the Company to repay the principal of the Bonds, together with the interest and any premium thereon, as provided in the Bonds, (ii) the acceleration of the obligation of the Company to repay such principal, together with such interest and premium, based upon a material default by the Company in the payment of such principal, interest or premium or (iii) the right of the Trustee to exercise its right to foreclose under the Mortgage Indenture.

(d) The Bonds are in due and proper form; the issue and sale of the Bonds by the Company in accordance with the terms of the Underwriting Agreement have been duly and validly approved by the necessary corporate action of the Company; the Bonds have been duly authorized, executed and delivered by the Company and, when authenticated by the Trustee in accordance with the terms of the Mortgage Indenture and delivered against payment therefore pursuant to the terms of the Underwriting Agreement, will constitute legal, valid and binding obligations of the Company enforceable in accordance with their terms, secured by the lien of and entitled to the benefits provided by the Mortgage Indenture, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting enforcement of mortgagees' or other creditors' rights generally and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(e) Except as to property acquired subsequent to the execution and delivery of the Supplemental Indenture, the Company has good and sufficient title to, or a satisfactory easement in, the Mortgaged Property (as such term is defined in the Mortgage Indenture) (except such property as may have been disposed of or released from the lien of the Mortgage Indenture in accordance with the terms thereof), subject only to (i) the lien of the Mortgage Indenture,

(ii) exceptions and reservations specifically set forth therein, (iii) Permitted Liens (as such term is defined in the Mortgage Indenture), (iv) leases and minor liens of judgments not prior to the lien of the Mortgage Indenture that, in my opinion, do not interfere with the Company's business, (v) defects, irregularities and deficiencies in titles of properties and rights-of-way that, in my opinion, do not materially impair the use of such property and rights-of-way for the purposes for which they are held by the Company and (vi) matters specified in the Disclosure Package and the Prospectus under "Description of First Mortgage Bonds—Priority and Security;" the description in the Mortgage Indenture of such property is adequate to constitute the mortgage lien thereon; the Mortgage Indenture, subject only to the qualifications set forth in this paragraph (e) and to such other matters as do not materially affect the security for the Bonds, constitutes a valid, direct first mortgage lien on the Mortgaged Property, and all property (to the extent such property constitutes Mortgaged Property) acquired by the Company after the execution and delivery of the Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage Indenture to the extent provided therein, subject, however, to Permitted Liens and such other exceptions as are permitted by the Mortgage Indenture.

(f) The Mortgage Indenture has been duly recorded and filed in each place in which such recording or filing is required to establish, protect and preserve the lien of the Mortgage Indenture on the Mortgaged Property, and all taxes and recording or filing fees required to be paid in connection with the execution, recording or filing of the Mortgage Indenture have been duly paid.

(g) The Subsidiary has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Change; except as otherwise disclosed in the Disclosure Package and the Prospectus, all of the issued and outstanding shares of capital stock of the Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and, to the best of such counsel's knowledge, such shares of capital stock are owned directly by the Company free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim; and none of the outstanding shares of capital stock of the Subsidiary was issued in violation of preemptive or similar rights of any securityholder of the Subsidiary.

(h) The Company has obtained all necessary consents, orders or approvals in connection with the issuance and sale of the Bonds. No additional consent, approval, authorization, filing with or order of (i) the Federal Energy Regulatory Commission under the Federal Power Act, (ii) the State Corporation Commission of the State of Kansas or (iii) to the knowledge of the Company, any court or governmental agency or body is required in connection with the transactions contemplated by the Underwriting Agreement or the Mortgage Indenture, except as may be required under securities or blue sky laws of the various states.

(i) The Company and the Subsidiary hold, to the extent required, valid and subsisting franchises, certificates of convenience and authority, licenses and permits authorizing them to carry on the regulated utility businesses in which they are engaged, in the territories from which substantially all of their consolidated gross operating revenue is derived, except where the failure to hold such franchises, certificates of convenience and authority, licenses and permits would not reasonably be expected to result in a Material Adverse Change.

(j) To the best of such counsel's knowledge, there are no legal or governmental proceedings pending or threatened that are required to be disclosed in the Disclosure Package and the Prospectus, other than those disclosed therein, and all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of their property is the subject that are not described in the Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business of the Company, are, considered in the aggregate, not material to the consolidated financial condition of the Company and its subsidiaries, taken as a whole.

(k) The execution, delivery and performance of the Underwriting Agreement, the Mortgage Indenture and the Bonds and the consummation of the transactions contemplated therein (including the issuance and sale of the Bonds and the use of the proceeds received by the Company from the sale of the Bonds as described in the Disclosure Package and in the Prospectus under the caption "Use of Proceeds") and compliance by the Company with its obligations under the Underwriting Agreement, the Mortgage Indenture and the Bonds do not and will not conflict with or violate or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance (other than the lien of the Mortgage Indenture) upon any property or assets of the Company or the Subsidiary pursuant to any material Agreement or Instrument or any law, any regulation or any administrative or court order or decree known to such counsel to be applicable to the Company of any court or governmental agency, authority or body or any arbitrator having jurisdiction over the Company; nor will such action result in any violation of the provisions of the Amended and Restated Articles of Incorporation, as amended, or Amended and Restated By-Laws of the Company, as amended.

(l) To the best of such counsel's knowledge, there are no contracts, indentures, mortgages, loan agreements, notes, leases or other instruments or documents required to be described or referred to in the Disclosure Package or the Prospectus or to be filed as exhibits or incorporated by reference as exhibits to the Registration Statement other than those described or referred to therein or filed or incorporated by reference as exhibits to the Registration Statement, the descriptions thereof or references thereto are correct in all material respects, and no default exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any Agreement or Instrument described, referred to, filed or incorporated by reference therein.

In rendering such opinion, such counsel may state that he or she expresses no opinion as to the laws of any jurisdiction other than the laws of the State of Kansas and the federal laws of the United States of America.

Exhibit 4.1

EVERGY KANSAS CENTRAL, INC.

TO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

(as Successor to
HARRIS TRUST AND SAVINGS BANK)

FIFTIETH SUPPLEMENTAL INDENTURE

to Original Mortgage Filed with Shawnee County Register of Deeds

on July 1, 1939, at Book 778 Page 216

Dated as of April 9, 2020
First Mortgage Bonds, 3.45% Series due 2050

TABLE OF CONTENTS

ARTICLE V

AMENDMENTS AND RESERVATIONS OF RIGHTS TO AMEND THE ORIGINAL INDENTURE

ARTICLE VI

MISCELLANEOUS PROVISIONS

FIFTIETH SUPPLEMENTAL INDENTURE, dated as of the 9th day of April, Two Thousand and Twenty, made by and between Evergy Kansas Central, Inc., formerly Westar Energy, Inc., a corporation organized and existing under the laws of the State of Kansas (and successor by the Merger (hereinafter defined) to Westar Energy, Inc., formerly The Kansas Power and Light Company, sometimes hereinafter called the "**Company-Predecessor**") (hereinafter called the "**Company**"), party of the first part, and The Bank of New York Mellon Trust Company, N.A., a national banking association whose mailing address is 2 North La Salle Street, Chicago, Illinois 60602 (hereinafter called the "**Trustee**"), as Trustee (as successor to Harris Trust and Savings Bank), under the Mortgage and Deed of Trust dated July 1, 1939, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated July 1, 1939 (hereinafter referred to as the "**Original Indenture**"), to provide for and to secure the issue of First Mortgage Bonds of the Company, issuable in series, and to declare the terms and conditions upon which the Bonds (as defined in the Original Indenture) are to be issued thereunder; and

WHEREAS, the Company has heretofore executed and delivered to the Trustee Forty-Nine Supplemental Indentures, in addition to the Forty-Second Supplemental (Reopening) Indenture, supplemental to said Original Indenture, of which Forty-Seven provided for the issuance thereunder of series of the Company's First Mortgage Bonds, and there is set forth below information with respect to such Supplemental Indentures as have provided for the issuance of Bonds, and the principal amount of Bonds which remain outstanding as of April 9, 2020:

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Supplemental Indenture	July 1, 1939	3-1/2% Series Due 1969	$26,500,000	None
Second Supplemental Indenture	April 1, 1949	2-7/8% Series Due 1979	10,000,000	None
Fourth Supplemental Indenture	October 1, 1949	2-3/4% Series Due 1979	6,500,000	None
Fifth Supplemental Indenture	December 1, 1949	2-3/4% Series Due 1984	32,500,000	None
Seventh Supplemental Indenture	December 1, 1951	3-1/4% Series Due 1981	5,250,000	None

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Eighth Supplemental Indenture	May 1, 1952	3-1/4% Series Due 1982	4,750,000	None
Ninth Supplemental Indenture	October 1, 1954	3-1/8% Series Due 1984	8,000,000	None
Tenth Supplemental Indenture	September 1, 1961	4-3/4% Series Due 1991	13,000,000	None
Eleventh Supplemental Indenture	April 1, 1969	7-5/8% Series Due 1999	19,000,000	None
Twelfth Supplemental Indenture	September 1, 1970	8-3/4% Series Due 2000	20,000,000	None
Thirteenth Supplemental Indenture	February 1, 1975	8-5/8% Series Due 2005	35,000,000	None
Fourteenth Supplemental Indenture	May 1, 1976	8-5/8% Series Due 2006	45,000,000	None
Fifteenth Supplemental Indenture	April 1, 1977	5.90% Pollution Control Series Due 2007	32,000,000	None
Sixteenth Supplemental Indenture	June 1, 1977	8-1/8% Series Due 2007	30,000,000	None
Seventeenth Supplemental Indenture	February 1, 1978	8-3/4% Series Due 2008	35,000,000	None
Eighteenth Supplemental Indenture	January 1, 1979	6-3/4% Pollution Control Series Due 2009	45,000,000	None
Nineteenth Supplemental Indenture	May 1, 1980	8-1/4% Pollution Control Series Due 1983	45,000,000	None
Twentieth Supplemental Indenture	November 1, 1981	16.95% Series Due 1988	25,000,000	None
Twenty-First Supplemental Indenture	April 1, 1982	15% Series Due 1992	60,000,000	None

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Twenty-Second Supplemental Indenture	February 1, 1983	9-5/8% Pollution Control Series Due 2013	58,500,000	None
Twenty-Third Supplemental Indenture	July 1, 1986	8-1/4% Series Due 1996	60,000,000	None
Twenty-Fourth Supplemental Indenture	March 1, 1987	8-5/8% Series Due 2020	50,000,000	None
Twenty-Fifth Supplemental Indenture	October 15, 1988	9.35% Series Due 1998	75,000,000	None
Twenty-Sixth Supplemental Indenture	February 15, 1990	8-7/8% Series Due 2000	75,000,000	None
Twenty-Seventh Supplemental Indenture	March 12, 1992	7.46% Demand Series	370,000,000	None
Twenty-Eighth Supplemental Indenture	July 1, 1992	7-1/4% Series Due 1999	125,000,000	None
		8-1/2% Series Due 2022	125,000,000	None
Twenty-Ninth Supplemental Indenture	August 20, 1992	7-1/4% Series Due 2002	100,000,000	None
Thirtieth Supplemental Indenture	February 1, 1993	6% Pollution Control Revenue Refunding Series Due 2033	58,500,000	None
Thirty-First Supplemental Indenture	April 15, 1993	7.65% Series Due 2023	100,000,000	None
Thirty-Second Supplemental Indenture	April 15, 1994	7-1/2% Series Pollution Control Revenue Refunding Due 2032	75,500,000	75,500,000

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Thirty-Third Supplemental Indenture	August 11, 1997	6-7/8% Convertible Series Due 2004	370,000,000	None
		7-1/8% Convertible Series Due 2009	150,000,000	None
Thirty-Fourth Supplemental Indenture	June 28, 2000	9-1/2% Series Due 2003	397,800,000	None
Thirty-Fifth Supplemental Indenture	May 10, 2002	7-7/8% Series Due 2007	365,000,000	None
Thirty-Sixth Supplemental Indenture	June 1, 2004	5.00% Series Pollution Control Refunding Revenue Due 2033	58,340,000	None
Thirty-Seventh Supplemental Indenture	June 17, 2004	6.00% Series Due 2014	250,000,000	None
Thirty-Eighth Supplemental Indenture	January 18, 2005	5.15% Series Due 2017	125,000,000	None
		5.95% Series Due 2035	125,000,000	None
Thirty-Ninth Supplemental Indenture	June 30, 2005	5.10% Series Due 2020	250,000,000	250,000,000
		5.875% Series Due 2036	150,000,000	None
Fortieth Supplemental Indenture	May 15, 2007	6.10% Series Due 2047	150,000,000	None
Forty-First Supplemental Indenture	November 25, 2008	8.625% Series Due 2018	300,000,000	None
Forty-Second Supplemental Indenture	March 1, 2012	4.125% Series Due 2042	250,000,000	250,000,000
Forty-Second Supplemental (Reopening) Indenture	May 17, 2012	4.125% Series Due 2042	300,000,000	300,000,000

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Forty-Third Supplemental Indenture	March 28, 2013	4.10% Series Due 2043	430,000,000	430,000,000
Forty-Fourth Supplemental Indenture	August 19, 2013	4.625% Series Due 2043	250,000,000	250,000,000
Forty-Fifth Supplemental Indenture	November 13, 2015	3.25% Series Due 2025 4.25% Series Due 2045	250,000,000 300,000,000	250,000,000 300,000,000
Forty-Sixth Supplemental Indenture	June 20, 2016	2.55% Series Due 2026	350,000,000	350,000,000
Forty-Seventh Supplemental Indenture	March 6, 2017	3.10% Series Due 2027	300,000,000	300,000,000
Forty-Ninth Supplemental Indenture	August 19, 2019	3.25% Series Due 2049	300,000,000	300,000,000

; and

WHEREAS, pursuant to that Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2017, by and among the Company-Predecessor, Great Plains Energy Incorporated, a corporation organized and existing under the laws of the State of Missouri, Monarch Energy Holding, Inc., a corporation organized and existing under the laws of the State of Missouri ("**Monarch Energy**"), and King Energy, Inc., a corporation organized and existing under the laws of the State of Kansas and a wholly owned subsidiary of Monarch Energy ("**Merger Sub**"), on June 4, 2018 Merger Sub merged with and into the Company-Predecessor, with the Company surviving the merger (the "**Merger**"), on such terms as fully to preserve and in no respect impair the lien on the mortgaged property under the Original Indenture as amended by all indentures supplemental thereto (hereinafter sometimes collectively called the "**Indenture**") or any of the rights or powers of the Trustee or of the holders of the Bonds thereunder; and

WHEREAS, pursuant to the Forty-Eighth Supplemental Indenture to supplement the Original Indenture, the Company, as a successor corporation resulting from the Merger, assumed the due and punctual performance and observance of all the covenants and conditions to be kept or performed by the Company-Predecessor under the Indenture and the due and punctual payment of the principal of and interest on all Bonds now outstanding under the Indenture

according to their tenor and to enable the Company to have and exercise powers and rights of the Company-Predecessor under the Indenture in accordance with the terms thereof; and

WHEREAS, on September 16, 2019, the Company formally changed its name from Westar Energy, Inc. to Evergy Kansas Central, Inc.; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds, upon compliance with the provisions of Article III of the Original Indenture, as amended; and

WHEREAS, the Company desires by this Fiftieth Supplemental Indenture (hereinafter referred to as this "**Supplemental Indenture**") to supplement the Original Indenture and to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 3.45% Series due 2050" (hereinafter called "**Bonds of the 3.45% Series due 2050**"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided by the execution of an appropriate supplemental indenture; and

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and indentures supplemental thereto, and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That, in consideration of the premises and of the mutual covenants herein contained and of the sum of One Dollar duly paid by the Company to the Trustee at or before the time of the execution of these presents, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture according to their tenor, purpose and effect, and to declare certain terms and conditions upon and subject to which Bonds are to be issued and secured, the Company has executed and delivered this Supplemental Indenture, and by these presents grants, bargains, sells, warrants, aliens, releases, conveys, assigns, transfers, mortgages, pledges, sets over and ratifies and confirms unto The Bank of New York Mellon Trust Company, N.A., as Trustee, and to its successors in trust under the Indenture forever, all and singular the following described properties (in addition to all other properties

heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof), that is to say:

FIRST.

All and singular the lands, real estate, chattels real, easements, servitudes, and leaseholds of the Company, or which, subject to the provisions of Article XII of the Original Indenture, the Company may hereafter acquire, together with all improvements of any type located thereon.

Also all power houses, plants, buildings and other structures, dams, dam sites, substations, heating plants, gas works, holders and tanks, compressor stations, gasoline extraction plants, together with all and singular the electric heating, gas and mechanical appliances appurtenant thereto of every nature whatsoever, now owned by the Company or which it may hereafter acquire, including all and singular the machinery, engines, boilers, furnaces, generators, dynamos, turbines and motors, and all and every character of mechanical appliance for generating or producing electricity, steam, water, gas and other agencies for light, heat, cold or power or any other purpose whatsoever.

SECOND.

Also all transmission and distribution systems used for the transmission and distribution of electricity, steam, water, gas and other agencies for light, heat, cold or power, or any other purpose whatsoever, whether underground or overhead or on the surface or otherwise of the Company, or which, subject to the provisions of Article XII of the Original Indenture, the Company may hereafter acquire, including all poles, posts, wires, cables, conduits, mains, pipes, tubes, drains, furnaces, switchboards, transformers, insulators, meters, lamps, fuses, junction boxes, water pumping stations, regulator stations, town border metering stations and other electric, steam, water and gas fixtures and apparatus.

THIRD.

Also all franchises and all permits, ordinances, easements, privileges and immunities and licenses, all rights to construct, maintain and operate overhead, surface and underground systems for the distribution and transmission of electricity, gas, water or steam for the supply to itself or others of light, heat, cold or power or any other purpose whatsoever, all rights-of-way, all waters, water rights and flowage rights and all grants and consents, now owned by the Company or, subject to the provisions of Article XII of the Original Indenture, which it may hereafter acquire.

Also all inventions, patent rights and licenses of every kind now owned by the Company or, subject to the provisions of Article XII of the Original Indenture, which it may hereafter acquire.

FOURTH.

Also, subject to the provisions of Article XII of the Original Indenture, all other property, real, personal and mixed (except as therein or herein expressly excepted) of every nature and kind and wheresoever situated now or hereafter possessed by or belonging to the Company, or to which it is now, or may at any time hereafter be, in any manner entitled at law or in equity.

FIFTH.

Also any and all property of any kind or description which may from time to time after the date of the Original Indenture by delivery or by writing of any kind be conveyed, mortgaged, pledged, assigned or transferred to the Trustee by the Company or by any person, copartnership or corporation, with the consent of the Company or otherwise, and accepted by the Trustee, to be held as part of the mortgaged property; and the Trustee is hereby authorized to accept and receive any such property and any such conveyance, mortgage, pledge, assignment and transfer, as and for additional security hereunder, and to hold and apply any and all such property subject to and in accordance with the terms and provisions upon which such conveyance, mortgage, pledge, assignment or transfer shall be made.

SIXTH.

Together with all and singular, the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, income, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law and in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, all properties of the character excepted from the lien of the Original Indenture.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations hereinabove referred to, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture; and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property herein before described and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties hereinabove described and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture, and the indentures supplemental thereto, including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series by reason of priority in the time of issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto for the benefit of those who shall hold the Bonds and coupons, or any of them, to be issued under the Indenture as follows:

ARTICLE I
DESCRIPTION OF BONDS OF THE 3.45% SERIES DUE 2050

Section 1. *General Description of Bonds of the 3.45% Series due 2050.* The Bonds of the 3.45% Series due 2050 to be executed, authenticated and delivered under and secured by the Original Indenture shall be designated as "First Mortgage Bonds, 3.45% Series due 2050" of the Company. The Bonds of the 3.45% Series due 2050 shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the 3.45% Series due 2050 shall mature on April 15, 2050 and shall bear interest at the rate of 3.45 percent (3.45%) per annum payable semi-annually on the fifteenth day of April and October in each year, commencing October 15, 2020. Every Bond of the 3.45% Series due 2050 shall be dated the date of authentication of such Bond except that, notwithstanding the provisions of Section 6 of Article II of the Original Indenture, if any Bond of the 3.45% Series due 2050 shall be authenticated at any time subsequent to the record date (as hereinafter in this Section defined) for any interest payment date but prior to the day following such interest payment date, it shall be dated as of the day following such interest payment date, *provided*, *however*, if at the time of authentication of any Bond of the 3.45% Series due 2050 interest shall be in default on any Bonds of the 3.45% Series due 2050, such Bond shall be dated as of the day following the interest payment date to which interest has previously been paid in full or made available for payment in full on outstanding Bonds of the 3.45% Series due 2050, as the case may be, or, if no interest has been paid or made available for payment, as of the date of initial authentication and delivery of such Bond. Every Bond of the 3.45% Series due 2050 shall bear interest from the April 15 or Ocotber 15 immediately preceding the date thereof, unless such Bond shall be dated prior to October 15, 2020, in which case it shall bear interest from April 9, 2020.

The person in whose name any Bond of the 3.45% Series due 2050 is registered at the close of business on any record date with regard to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon the transfer or exchange thereof subsequent to such record date and prior to the day following such interest payment date, unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered on the date of payment of such defaulted interest. The term "**record date**" as used in this Section with regard to any April 15 and October 15 interest payment date shall mean the close of business on (i) the Business Day immediately preceding such interest payment date for so long as all of the Bonds of the 3.45% Series due 2050 remain in book-entry only form or (ii) the fifteenth calendar day immediately preceding each interest payment date if any of the Bonds do not remain in book-entry only form. The Bonds of the 3.45% Series due 2050 shall be payable as to principal, premium, if any, and interest, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the agency of the Company in the City of Chicago, Illinois, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, *provided* that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

Section 2. *Denominations of Bonds of the 3.45% Series due 2050 and Privilege of Exchange.* The Bonds of the 3.45% Series due 2050 shall be registered bonds without coupons of the minimum denominations of $2,000 and of any integral multiples of $1,000 in excess thereof, numbered consecutively from R-1. Bonds of the 3.45% Series due 2050 may each be interchanged for other Bonds within the same Series in authorized denominations and in the same aggregate principal amounts, without charge, except for any tax or governmental charge imposed in connection with such interchange.

Section 3. *Form of Bonds of the 3.45% Series due 2050* . The Bonds of the 3.45% Series due 2050, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[*Form of Bond appears on following page*]

[FORM OF LEGEND FOR GLOBAL SECURITY]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE OR ANY SUPPLEMENT THERETO.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO A PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

CUSIP 30036F AA9

EVERGY KANSAS CENTRAL, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 3.45% Series due 2050

DUE APRIL 15, 2050

No. R-1 $500,000,000.00

EVERGY KANSAS CENTRAL, INC., a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "**Company**", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO. or registered assigns, on the fifteenth day of April, 2050, the principal sum of FIVE-HUNDRED MILLION DOLLARS ($500,000,000.00) in any coin or currency of the United States of America which at the time of payment is legal

tender for public and private debts, and to pay interest thereon in like coin or currency from the fifteenth day of April and October immediately preceding the date of this Bond, unless such Bond shall be dated prior to October 15, 2020, in which case from April 9, 2020 at the rate of 3.45 percent (3.45%) per annum, payable semi-annually, on April 15 and October 15 of each year, commencing October 15, 2020, until maturity, or, if this Bond shall be duly called for redemption or submitted for repurchase, until the redemption date or repurchase date, as the case may be, or, if the Company shall default in the payment of the principal or premium hereof, until the Company's obligation with respect to the payment of such principal or premium shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any April 15 or October 15 interest payment date as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the record date for the interest payment date, which will be the close of business on (i) the Business Day immediately preceding such interest payment date for so as long as this Bond remains in book-entry only form or (ii) the fifteenth calendar day immediately preceding each interest payment date if this Bond does not remain in book-entry only form (the "**record date**"), unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered on the date of payment of such defaulted interest. Principal of, premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois in immediately available funds, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, provided that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "**Bonds**"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally and ratably secured by a Mortgage and Deed of Trust, dated July 1, 1939 (the "**Original Mortgage**"), executed by the Company to The Bank of New York Mellon Trust Company, N.A. (herein called the "**Trustee**"), as Trustee (as successor to Harris Trust and Savings Bank), as amended by indentures supplemental thereto including the Fiftieth indenture supplemental thereto dated as of April 9, 2020 (herein called the "**Supplemental Indenture**"), between the Company and the Trustee (said Original Mortgage, as so amended, being herein called the "**Indenture**"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 3.45% Series due 2050" (herein called "**Bonds of the 3.45% Series due 2050**") of the Company, issued under and secured by the Indenture executed by the Company to

the Trustee. Additional Bonds of the 3.45% Series due 2050 may be issued, at the option of the Company, without the consent of any holder of the Bonds of the 3.45% Series due 2050, at any time and from time to time in unlimited aggregate principal amount.

To the extent permitted by, and as provided in the Indenture, modifications or alterations of the Indenture or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons, may be made with the consent of the Company by an affirmative vote of not less than 60% in principal amount of the Bonds entitled to vote then outstanding, at a meeting of holders of the Bonds called and held as provided in the Indenture, and by an affirmative vote of not less than 60% in principal amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Indenture are so affected. No modification or alteration shall be made which will affect the terms of payment of the principal of or premium, if any, or interest on, this Bond, which are unconditional. The Company has reserved the right to make certain amendments to the Indenture, without any consent or other action by holders of the Bonds of this series (i) to the extent necessary from time to time to qualify the Indenture under the Trust Indenture Act of 1939, (ii) to delete the requirement that the Company meet a net earnings test as a condition to authenticating additional Bonds or merging into another company, (iii) to make certain other amendments which make the provisions for the release of mortgaged property less restrictive and (iv) to make certain other amendments, all as more fully provided in the Indenture and in the Supplemental Indenture. In addition, once all Bonds issued prior to January 1, 1997 are no longer outstanding, the Company will be permitted to issue additional Bonds in an amount equal to 70% of the value of net bondable property additions not subject to an unfunded prior lien, as provided in the Original Mortgage.

This Bond is subject to redemption by the Company, at its option, on or after October 15, 2049 (the "**Par Call Date**") at any time, in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of the Bond to be redeemed, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to, but excluding, the redemption date.

This Bond is subject to redemption by the Company prior to the Par Call Date at any time, in whole or from time to time in part, at a price equal to the greater of: (a) 100% of the principal amount of the Bond to be redeemed, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date; and (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bond to be redeemed that would be due if the Bond matured on the Par Call Date (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus thirty-five (35) basis points, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to, but excluding, the redemption date, in each of cases (a) and (b) as provided in the Supplemental Indenture.

Such redemption in every case shall be effected upon notice given: (1) at least ten days and not more than sixty days prior to the redemption date, to the registered owners of such Bonds at their addresses as the same shall appear on the transfer register of the Company; and (2) stating, among other things, the redemption price (or if not then ascertainable, the manner of calculation thereof) and date, in each case, subject to the conditions of and as more fully set forth in the Indenture.

Notwithstanding the foregoing, so long as there is no existing default in the payment on the Bonds of the 3.45% Series due 2050, installments of interest on the Bonds of the 3.45% Series due 2050 that are due and payable on an interest payment date falling on or prior to a redemption date shall be payable on such interest payment date to the registered owners of the Bonds of the 3.45% Series due 2050 as of the close of business on the relevant record date according to the Bonds of the 3.45% Series due 2050 and the Indenture, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted interest shall be paid to the person in whose name such Bond of the 3.45% Series due 2050 is registered on the date of payment of such defaulted interest. The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

A notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the redemption date. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption have occurred before the redemption date or have been waived by the Company. If any of these events fail to occur and are not waived by the Company, the Company will be under no obligation to redeem the Bonds or pay the holders thereof any redemption proceeds, and the Company's failure to so redeem the Bonds will not be considered a default or event of default under the Indenture. In the event that any of these conditions fail to occur and are not waived by the Company, the Company will promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Bonds will not be redeemed.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Bonds or portions of the Bonds called for redemption.

"**Adjusted Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the redemption date.

"**Business Day**" means any day that is not a day on which banking institutions in New York City are authorized or required by law or regulation to close.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of this Bond (assuming, for this purpose, that this Bond matured on the Par Call Date) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Bond (assuming, for this purpose, that this Bond matured on the Par Call Date).

"**Comparable Treasury Price**" means, with respect to any redemption date:

- the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; or
- if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"**Quotation Agent**" means, as selected by the Company, one of the Reference Treasury Dealers.

"**Reference Treasury Dealer**" means each of (1) Wells Fargo Securities, LLC; (2) a Primary Treasury Dealer (as defined below) selected by each of MUFG Securities Americas Inc. and U.S. Bancorp Investments, Inc., or their respective affiliates or successors, unless any of the foregoing ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), in which case the Company shall substitute another Primary Treasury Dealer; and (3) two other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding that redemption date.

In case an event of default, as defined in the Indenture, shall occur, the principal of all of the Bonds at any such time outstanding under the Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the City of Chicago, Illinois, and at the agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like form and series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all upon payment of the charges and subject to the terms and conditions set forth in the Indenture.

The Company or a successor entity may deliver to the Trustee in substitution for any Bonds of the 3.45% Series due 2050, mortgage bonds or other similar instruments as set forth in the Indenture.

Subject to the preceding sentence, no recourse shall be had for the payment of the principal of or premium, if any, or interest on this Bond, or for any claim based hereon or on the Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Indenture.

No director, officer, employee or stockholder of the Company will have any liability for any obligations of the Company under the Bonds or Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a Bond waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Bonds. The waiver may not be effective to waive liabilities under the federal securities laws. It is the view of the Securities and Exchange Commission that this type of waiver is against public policy.

This Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until The Bank of New York Mellon Trust Company, N.A., the Trustee (as successor to Harris Trust and Savings Bank) under the Indenture, or a successor trustee thereto under the Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, EVERGY KANSAS CENTRAL, INC. has caused this Bond to be signed in its name by its Chairman of the Board, President and Chief Executive Officer or a Vice President, manually or by facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary, manually or by facsimile.

Dated:

EVERGY KANSAS CENTRAL, INC.

By: _____
Lori A. Wright
Vice President - Corporate Planning,
Investor Relations and Treasurer

Attest:

_____
Heather A. Humphrey
Senior Vice President, General Counsel and
Corporate Secretary

[SIGNATURE PAGE TO GLOBAL NOTE]

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds, of the series designated herein, described in the within-mentioned Mortgage and Deed of Trust dated July 1, 1939 and Supplemental Indenture dated as of April 9, 2020.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
As Trustee

By:

Authorized Signatory

[TRUSTEE'S CERTIFICATE TO GLOBAL NOTE]

Section 4. *Execution and Form of Temporary Bonds of the 3.45% Series due 2050*. Until Bonds of the 3.45% Series due 2050 in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of the 3.45% Series due 2050 in temporary form, as provided in Section 9 of Article II of the Original Indenture.

ARTICLE II
ISSUE OF BONDS OF THE 3.45% SERIES DUE 2050

Section 1. *Limitation as to Principal Amount of Bonds of the 3.45% Series due 2050.* The total principal amount of Bonds of the 3.45% Series due 2050 which may be authenticated and delivered hereunder is not limited except as the Original Indenture and this Supplemental Indenture limit the principal amount of Bonds which may be issued thereunder.

Section 2. *Execution and Delivery of Bonds of the 3.45% Series due 2050.* Bonds of the 3.45% Series due 2050 for the aggregate principal amount of $500,000,000 may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

Section 3. *Additional Bonds of the 3.45% Series due 2050.* The Bonds of the 3.45% Series due 2050 need not be issued at the same time. Subject to the limitations of the Original Indenture and this Supplemental Indenture with respect to the principal amount of Bonds which may be issued thereunder, the Company may, from time to time, at its option and without the consent of any holder of the Bonds of the 3.45% Series due 2050, reopen the 3.45% Series due 2050 for issuance of additional Bonds of the 3.45% Series due 2050 (such Bonds, "**Additional Bonds**"); *provided* that if the Additional Bonds are not fungible with the previously issued Bonds of the 3.45% Series due 2050 for United States federal income tax purposes, the Additional Bonds will have a separate CUSIP number, and further *provided* that Additional Bonds shall rank *pari passu* with any outstanding Bonds of the 3.45% Series due 2050, shall be consolidated with and treated as a single series with the outstanding Bonds of the 3.45% Series due 2050 for all purposes, and shall have terms and conditions identical to those of the other outstanding Bonds of the 3.45% Series due 2050, except that Additional Bonds may differ with respect to:

(i) the date of issuance;

(ii) the amount of interest payable on the first interest payment date therefor;

(iii) the first interest payment date;

(iv) the issue price; and

(v) any adjustments necessary in order to conform to and ensure compliance with the Securities Act of 1933 (or other applicable securities laws), which are not adverse in any material respect to the holder of any outstanding Bonds of the 3.45% Series due 2050.

Additional Bonds of the 3.45% Series due 2050 executed by the Company and delivered to the Trustee shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

ARTICLE III
REDEMPTION AND SUBSTITUTION OF BONDS OF THE 3.45% SERIES DUE 2050

Section 1. *Optional Redemption of Bonds of the 3.45% Series due 2050.*

(1) *Optional Redemption of Bonds of the 3.45% Series due 2050.* Prior to Ocotber 15, 2049 (the "**Par Call Date**"), the Company may, at its option, redeem the Bonds of the 3.45% Series due 2050 at any time, in whole or from time to time in part, after giving the required notice under subsection (2) of this Article III, Section 1, at a redemption price equal to the greater of: (a) 100% of the principal amount of the Bonds of the 3.45% Series due 2050 to be redeemed, plus accrued and unpaid interest on Bonds of the 3.45% Series due 2050 to be redeemed to, but excluding, the redemption date; and (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the 3.45% Series due 2050 to be redeemed that would be due if such Bonds matured on the Par Call Date (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus thirty-five (35) basis points, plus accrued and unpaid interest on those Bonds of the 3.45% Series due 2050 to be redeemed to, but excluding, the redemption date.

On or after the Par Call Date, the Company may, at its option, redeem the Bonds of the 3.45% Series due 2050 at any time, in whole or from time to time in part, after giving the required notice under subsection (2) of this Article III, Section 1, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest on the Bonds to be redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, so long as there is no existing default in the payment on the Bonds of the 3.45% Series due 2050, installments of interest on the Bonds of the 3.45% Series due 2050 that are due and payable on an interest payment date falling on or prior to a redemption date shall be payable on such interest payment date to the registered owners of the Bonds of the 3.45% Series

due 2050 as of the close of business on the relevant record date according to the Bonds of the 3.45% Series due 2050 and the Indenture, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case defaulted interest shall be paid to the person in whose name such Bond of the 3.45% Series due 2050 is registered on the date of payment of such defaulted interest. The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Bonds of the 3.45% Series due 2050 or portions of the Bonds of the 3.45% Series due 2050 called for redemption.

(2) *Notice of Redemption.* Subject to the provisions of Article V of the Original Indenture, in the case of redeeming all or any portion of the Bonds of the 3.45% Series due 2050, the Company shall cause notice of redemption to be given (1) at least ten days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds of the 3.45% Series due 2050 at their addresses as the same shall appear on the transfer register of the Company; and (2) stating, among other things, the redemption price (or if not then ascertainable, the manner of calculation thereof) and date.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company. If any of these events fail to occur and are not waived by the Company, the Company will be under no obligation to redeem the Bonds of the 3.45% Series due 2050 or pay the holders thereof any redemption proceeds and the Company's failure to so redeem the Bonds of the 3.45% Series due 2050 will not be considered a default or event of default under the Indenture. In the event that any of these conditions fail to occur or are not waived by the Company, the Company will promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Bonds of the 3.45% Series due 2050 will not be redeemed.

"**Adjusted Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the redemption date.

"**Business Day**" means any day that is not a day on which banking institutions in New York City are authorized or required by law or regulation to close.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Bonds of the 3.45% Series due 2050 (assuming, for this purpose, that the Bonds of the 3.45% Series due 2050 matured on the Par Call Date) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds of the 3.45% Series due 2050 (assuming, for this purpose, that the Bonds of the 3.45% Series due 2050 matured on the Par Call Date).

"**Comparable Treasury Price**" means, with respect to any redemption date:

- the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; or
- if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"**Quotation Agent**" means, as selected by the Company, one of the Reference Treasury Dealers.

"**Reference Treasury Dealer**" means each of (1) Wells Fargo Securities, LLC; (2) a Primary Treasury Dealer (as defined below) selected by each of MUFG Securities Americas Inc. and U.S. Bancorp Investments, Inc., or their respective affiliates or successors, unless any of the foregoing ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), in which case the Company shall substitute another Primary Treasury Dealer; and (3) two other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding that redemption date.

In connection with any redemption of the Bonds of the 3.45% Series due 2050 occurring prior to the Par Call Date, the Company shall give the Trustee notice of the redemption price promptly after the calculation thereof and the Trustee shall not be responsible for such calculation.

Section 2. *Substitution of Bonds of the 3.45% Series due 2050.* The Company may deliver to the Trustee in substitution for any Bonds of the 3.45% Series due 2050, mortgage bonds or other similar secured instruments of the

Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest and having the same interest payment dates and same redemption provisions as the Bonds of the 3.45% Series due 2050 and which are otherwise substantially similar to the Bonds of the 3.45% Series due 2050 (such substituted bonds hereinafter being referred to in this Article III, Section 2 as the "**3.45% Series due 2050 Substituted Mortgage Bonds**"). The 3.45% Series due 2050 Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) a letter from Moody's (as hereinafter defined), dated within ten days prior to the date of delivery of the 3.45% Series due 2050 Substituted Mortgage Bonds, stating that its rating of the 3.45% Series due 2050 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 3.45% Series due 2050, (ii) a letter from S&P (as hereinafter defined), dated within ten days prior to the date of delivery of the 3.45% Series due 2050 Substituted Mortgage Bonds, stating that its rating to the 3.45% Series due 2050 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 3.45% Series due 2050, (iii) an opinion of counsel, which may be counsel to the Company or any successor entity, that such substitution will not result in the recognition of capital gain or loss for U.S. federal income tax purposes to the holders of the Bonds of the 3.45% Series due 2050, (iv) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the 3.45% Series due 2050 Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (v) such other certificates and documents with respect to the issuance and delivery of the 3.45% Series due 2050 Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request.

"**Moody's**" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Company.

"**S&P**" means S&P Global Ratings, duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such rating agency shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Company.

ARTICLE IV
ADDITIONAL COVENANTS

The Company hereby covenants, warrants and agrees:

Section 1. *Title to Mortgaged Property.* That the Company is lawfully seized and possessed of all of the mortgaged property described in the granting clauses of this Supplemental Indenture; that it has good, right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of the 3.45% Series due 2050 and at the date of issuance of any Additional Bonds, as applicable, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Original Indenture, the Thirty-Second Supplemental Indenture, the Thirty-Ninth Supplemental Indenture, the Forty-Second Supplemental Indenture, the Forty-Second Supplemental (Reopening) Indenture, the Forty-Third Supplemental Indenture, the Forty-Fourth Supplemental Indenture, the Forty-Fifth Supplemental Indenture, the Forty-Sixth Supplemental Indenture, the Forty-Seventh Supplemental Indenture, the Forty-Ninth Supplemental Indenture and this Supplemental Indenture.

Section 2. *To Retire Certain Portions of Bonds upon Release of All or Substantially All of the Electric Properties.* So long as any Bonds of any series originally issued prior to January 1, 1997 are outstanding, in the event all or substantially all of the electric properties shall have been released as an entirety from the lien of the Original Indenture, the Company will, at any time or from time to time within six months after the date of such release, retire Bonds outstanding under the Original Indenture in an aggregate principal amount equal to the fair value of the electric properties so released pursuant to Section 3 of Article VII of the Original Indenture, as stated in the engineer's certificate required by Section 3(b) of said Article VII, and the proceeds of the electric properties so released pursuant to Section 5 of said Article VII. Such retirement of Bonds shall be effected in either one or both of the following methods:

(a) By the withdrawal pursuant to Section 2 of Article VIII of the Original Indenture of any moneys deposited with the Trustee pursuant to Sections 3(d), 4(d) and 5 of Article VII of the Original Indenture upon such release; or

(b) By causing the Trustee to purchase or redeem bonds, pursuant to Section 8 of Article VIII of the Original Indenture, out of any moneys deposited with the Trustee pursuant to Sections 3(d), 4(d) and 5 of Article VII of the Original Indenture upon such release.

The Bonds to be so retired pursuant to such Section 3 of Article VII of the Original Indenture shall include a principal amount of Bonds of each Series then outstanding in the same ratio to the aggregate principal amount of all Bonds so retired as the aggregate principal amount of all Bonds of each Series outstanding immediately prior to such release bears to the total principal amount of all Bonds then outstanding.

Section 3. *The Bonds of the 3.45% Series due 2050 shall be subject to the following provision:*

The Company agrees (i) to provide the Trustee with such reasonable information as it has in its possession to enable the Trustee to determine whether any payments pursuant to the Indenture are subject to the withholding requirements described in Section 1471(b) of the US Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof ("Applicable Law"), and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under the Indenture to the extent necessary to comply with Applicable Law, for which the Trustee shall not have any liability.

ARTICLE V
AMENDMENTS AND RESERVATIONS OF RIGHTS TO AMEND THE ORIGINAL INDENTURE

Section 1. *So Long as Bonds Issued Prior to January 1, 1997 Remain Outstanding.* So long as any of the Bonds of any series originally issued prior to January 1, 1997 shall remain outstanding:

(a) Notwithstanding the provisions of Section 4 of Article III of the Original Indenture, no Bonds shall be authenticated and delivered pursuant to the provisions of Article III of the Original Indenture and issued upon the basis of net bondable value of property additions for an aggregate principal amount in excess of sixty percent (60%) of the net bondable value of property additions not subject to an unfunded prior lien.

For the purposes of Subsections (e) and (f) of the definition of "net bondable value of property additions not subject to an unfunded prior lien," contained in Article I of the Original Indenture, and Subdivisions 8 and 9 of clause (a) of Section 4 of Article III of the Original Indenture, in all computations made with respect to a period subsequent to April 1, 1949, the deductions therein referred to shall in each case be ten-sixths (10/6ths) of the respective amounts mentioned, in lieu of ten-sevenths (10/7ths).

(b) Notwithstanding the provisions of Section 3(a) of Article VIII of the Original Indenture, no moneys received by the Trustee pursuant to Section 5(a) of Article III of the Original Indenture shall be paid over by the Trustee in an amount in excess of sixty percent (60%) of the net bondable value of property additions not subject to an unfunded prior lien, and for the purposes of Section 3 of Article VII of the Original Indenture, the amount of cash required to be deposited by the Company pursuant to Subsection (d) of said Section 3 of Article VII shall not be reduced in an amount in excess of sixty percent (60%) of the net bondable value of property additions not subject to an unfunded prior lien.

(c) For the purposes of clauses (c) and (d) of the definition of "net bondable value of property additions subject to an unfunded prior lien," contained in Article I of the Original Indenture, and Subsection 7 of clause (a) of Section 4 of Article III of the Original Indenture, in all computations made with respect to a period subsequent to April 1, 1949, the deductions therein referred to shall in each case be ten-sixths (10/6ths) of the respective amounts mentioned, in lieu of ten-sevenths (10/7ths).

(d) Subsection (a) of Section 14, clauses (1) and (2) of Subsection (a) of Section 16 of Article IV and clause (1) of Subsection (b) of Section 1 of Article XII of the Original Indenture shall be deemed amended by substituting the words "sixty percent (60%)" for "seventy percent (70%)" where they appear in said provisions of the Original Indenture.

(e) The definition of the term "**net earnings available for interest, depreciation and property retirement**," as contained in Article I of the Original Indenture, shall be deemed to mean the net earnings of the Company ascertained as follows:

(i) The total operating revenues of the Company and the net non-operating revenues of the properties of the Company shall be ascertained:

(A) From the total, determined as provided in Subsection (a), there shall be deducted all operating expenses, including all salaries, rentals, insurance, license and franchise fees, expenditures for repairs and maintenance, taxes (other than income, excess profits and other taxes measured by or dependent on net taxable income), depreciation as shown on the books of the Company or an amount equal to the minimum provision for depreciation as hereinafter defined, whichever is greater, but excluding all property retirement appropriations, all interest and sinking fund charges, amortization of stock and debt discount and expense or premium and further excluding any charges to income or otherwise for the amortization of plant or property accounts or of amounts transferred therefrom.

(B) The balance remaining after the deduction of the total amount computed pursuant to Subsection (b) from the total amount computed pursuant to Subsection (a) shall constitute the "net earnings of the Company available for interest," *provided* that not more than fifteen percent (15%) of the net earnings of the Company available for interest may consist of the aggregate of (1) net non-operating income, (2) net earnings from mortgaged

property other than property of the character of property additions and (3) net earnings from property not subject to the lien of this Indenture.

(C) No income received or accrued by the Company from securities and no profits or losses of capital assets shall be included in making the computations aforesaid.

(D) In case the Company shall have acquired any acquired plant or systems or shall have been consolidated or merged with any other corporation, within or after the particular period for which the calculation of net earnings of the Company available for interest, depreciation and property retirement is made, then, in computing the net earnings of the Company available for interest, depreciation and property retirement, there may be included, to the extent they may not have been otherwise included, the net earnings or net losses of such acquired plant or system or of such other corporation, as the case may be, for the whole of such period. The net earnings or net losses of such property additions, or of such other corporation for the period preceding such acquisition or such consolidation or merger, shall be ascertained and computed as provided in the foregoing subsections of this definition as if such acquired plant or system had been owned by the Company during the whole of such period, or as if such other corporation had been consolidated or merged with the Company prior to the first day of such period.

(E) In case the Company shall have obtained the release of any property pursuant to Section 3 of Article VII of the Original Indenture, of a fair value in excess of Five Hundred Thousand Dollars ($500,000), as shown by the engineer's certificate required by said Section 3, or shall have obtained the release of any property pursuant to Section 5 of Article VII of the Original Indenture, the proceeds of which shall have exceeded Five Hundred Thousand Dollars ($500,000), within or after the particular period for which the calculation of net earnings of the Company available for interest, depreciation and property retirement is made, then, in computing the net earnings of the Company available for interest, depreciation and property retirement, the net earnings or net losses of such property for the whole of such period shall be excluded to the extent practicable on the basis of actual earnings and expenses of such property or on the basis of such estimates of the earnings and expenses of such property as the signers of an officers' certificate filed with the Trustee pursuant to Section 3(b) of Article III or Section 16 of Article IV of the Original Indenture shall deem proper.

(ii) The term "**minimum charge for depreciation**" as used herein shall mean an amount equal to (A) fifteen percent (15%) of the total operating revenues of the Company after deducting therefrom an amount equal to the aggregate cost to the Company of electric energy, gas and water purchased for resale to others and rentals paid for, or other payments made for the use of, property owned by others and leased to or operated by the Company, the maintenance of which and depreciation on which are borne by the owners, less (B) an amount equal to the expenditures for maintenance and repairs to the plants and property of the Company and included or reflected in its operating expense accounts.

(iii) The terms "**net earnings available for interest, depreciation and property retirement**" and "**net earnings of another corporation available for interest, depreciation and property retirement**" as contained in Article I of the Original Indenture, when used with respect to any property or with respect to another corporation, shall mean the net earnings of such property or the net earnings of such other corporation, as the case may be, computed in the manner provided in Subsections (a), (b), (c) and (d) hereof.

(f) Notwithstanding the provisions of clauses (1) and (2) of Subsection (b) of Section 3 of Article III, and Subsection (b) of Section 14 of Article IV, and Subsection (b) of Section 16 of Article IV and clause (2) of Subsection (b) of Section 1 of Article XII of the Original Indenture, the computation of net earnings required therein shall be made as provided in Subsection (e) of this Section 1, and the net earnings tests required in said mentioned provisions of Articles III, IV and XII of the Original Indenture shall be based on two times the annual interest charges described in such provisions, instead of two and one-half times such charges, but shall not otherwise affect such provisions or relieve from the requirements therein pertaining to ten percent (10%) of the principal amount of Bonds therein described.

Section 2. *Facsimile Signatures.* All of the Bonds of the 3.45% Series due 2050 and of any series initially issued after the initial issuance of Bonds of the 3.45% Series due 2050 shall, from time to time, be executed on behalf of the Company by its Chairman of the Board, Chief Executive Officer, President or one of its Vice Presidents whose signature, notwithstanding the provisions of Section 12 of Article II of the Original Indenture, may be by facsimile, and its corporate seal (which may be in facsimile) shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries whose signature, notwithstanding the provisions of the aforesaid Section 12, may be by facsimile.

In case any of the officers who have signed or sealed any of the Bonds of the 3.45% Series due 2050 or of any series initially issued after the initial issuance of Bonds of the 3.45% Series due 2050 manually or by facsimile shall cease to be such officers of the Company before such Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the Company, such

Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who so signed or sealed such Bonds had not ceased to be such officer or officers of the Company; and also any such Bonds may be signed or sealed by manual or facsimile signature on behalf of the Company by such persons as at the actual date of the execution of any of such Bonds shall be the proper officers of the Company, although at the nominal date of any such Bond any such person shall not have been such officer of the Company.

Section 3. *Reservation of Right to Amend Article VII.* The Company reserves the right subject to appropriate corporate action, but without the consent or other action of holders of bonds of any series created after January 1, 1997, to make such amendments to the Original Indenture, as supplemented, as shall be necessary in order to amend Article VII thereof by adding thereto a Section 8 and a Section 9 to read as follows:

"SECTION 8. Notwithstanding any other provision of this Indenture, unless an event of default shall have happened and be continuing, or shall happen as a result of the making or granting of an application to release mortgaged property permitted by this Section 8, the Trustee shall release from the lien of this Indenture any mortgaged property if the fair value to the Company of all of the property constituting the trust estate (excluding the mortgaged property to be released but including any mortgaged property to be acquired by the Company with the proceeds of, or otherwise in connection with, such release) equals or exceeds an amount equal to 10/7ths of the aggregate principal amount of outstanding Bonds and prior lien bonds outstanding at the time of such release, upon receipt by the Trustee of:

"(a) an officers' certificate dated the date of such release, requesting such release, describing in reasonable detail the mortgaged property to be released and stating the reason for such release;

"(b) an engineer's certificate, dated the date of such release, stating (i) that the signer of such engineer's certificate has examined such officers' certificate in connection with such release, (ii) the fair value to the Company, in the opinion of the signer of such engineer's certificate, of (A) all of the property constituting the trust estate, and (B) the mortgaged property to be released, in each case as of a date not more than 90 days prior to the date of such release, and (iii) that in the opinion of such signer, such release will not impair the security under this Indenture in contravention of the provisions hereof;

"(c) in case any bondable property is being acquired by the Company with the proceeds of, or otherwise in connection with, such release, an engineer's certificate, dated the date of such

release, as to the fair value to the Company, as of the date not more than 90 days prior to the date of such release, of the bondable property being so acquired (and if within six months prior to the date of acquisition by the Company of the bondable property being so acquired, such bondable property has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and the fair value to the Company of such bondable property, as set forth in such certificate, is not less than $25,000 and not less than 1% of the aggregate principal amount of Bonds at the time outstanding, such certificate shall be an independent appraiser's certificate);

"(d) an officer's certificate, dated the date of such release, stating the aggregate principal amount of outstanding Bonds and prior lien bonds outstanding at the time of such release, and stating that the fair value to the Company of all of the property constituting the trust estate (excluding the mortgaged property to be released but including any bondable property to be acquired by the Company with the proceeds of, or otherwise in connection with, such release) stated on the independent appraiser's certificate filed pursuant to Section 8(c) equals or exceeds an amount equal to 10/7ths of such aggregate principal amount;

"(e) an officers' certificate, dated the date of such release, stating that, the Company is not, and by the making or granting of the application will not be, in default in the performance of any of the terms and covenants of this Indenture; and

"(f) an opinion of counsel, dated the date of such release, as to compliance with conditions precedent.

"SECTION 9. If the Company is unable to obtain, in accordance with any other Section of this Article VII, the release from the lien of this Indenture of any property constituting part of the trust estate, unless an event of default shall have happened and be continuing, or shall happen as a result of the making or granting of an application to release mortgaged property permitted by this Section 9, the Trustee shall release from the lien of this Indenture any mortgaged property if the fair value to the Company thereof, as shown by the engineer's certificate filed pursuant to Section 9(b), is less than 1/2 of 1% of the aggregate principal amount of outstanding Bonds and prior lien bonds outstanding at the time of such release, provided that the aggregate fair value to the Company of all mortgaged property released pursuant to this Section 9, as shown by all engineer's certificates filed pursuant to Section 9(b) in any period of 12 consecutive calendar months which includes the date of such engineer's certificate, shall not exceed 1% of the aggregate principal amount of the

outstanding Bonds and prior lien bonds outstanding at the time of such release, upon receipt by the Trustee of:

"(a) an officers' certificate, dated the date of such release, requesting such release, describing in reasonable detail the mortgaged property to be released and stating the reason for such release;

"(b) an engineer's certificate, dated the date of such release, stating (A) that the signer of such engineer's certificate has examined such officers' certificate in connection with such release, (B) the fair value to the Company, in the opinion of the signer of such engineer's certificate, of such mortgaged property to be released as of a date not more than 90 days prior to the date of such release, and (C) that in the opinion of such signer such release will not impair the security under this Indenture in contravention of the provisions hereof;

"(c) an officers' certificate, dated the date of such release, stating the aggregate principal amount of outstanding Bonds and prior lien bonds outstanding at the time of such release, that 1/2 of 1% of such aggregate principal amount does not exceed the fair value to the Company of the mortgaged property for which such release is applied for as shown by the engineer's certificate referred to in Section 9(b), and that 1% of such aggregate principal amount does not exceed the aggregate fair value to the Company of all mortgaged property released from the lien of this Indenture pursuant to this Section 9 as shown by all engineer's certificates filed pursuant to Section 9(b) in such period of 12 consecutive calendar months;

"(d) an officers' certificate, dated the date of such release, stating that, the Company is not, and by the making or granting of the application will not be, in default in the performance of any of the terms and covenants of this Indenture; and

"(e) an opinion of counsel, dated the date of such release, as to compliance with conditions precedent."

The Company also reserves the right subject to appropriate corporate action, but without the consent or other action of holders of Bonds of any series created after January 1, 1997 to amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by the foregoing Sections 8 and 9.

Section 4. *Reservation of Right to Delete Certain Requirements and Conditions.* The Company reserves the right subject to appropriate corporate action, but without the consent or other action of holders of Bonds of any series created after January 1, 1997 to:

(a) delete as a condition to the authentication of additional Bonds pursuant to Sections 4, 5 or 6 of Article III of the Original Indenture the requirement to file or deposit with the Trustee the officers' certificate described in Section 3(b) of Article III of the Original Indenture;

(b) delete as a condition to the consolidation or merger of the Company into, or sale by the Company of its property as an entirety or substantially as an entirety to another corporation the requirement set forth in Section 1(b)(2) of Article XII of the Original Indenture;

(c) delete as a condition to the release of property pursuant to Section 3 of Article VII of the Original Indenture, the requirement to obtain an independent engineer's certificate under the circumstances set forth in Section 3(c) of Article VII; and

(d) amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 4.

Section 5. *Issuance of Variable Rate Bonds.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to clarify the ability of the Company to issue variable rate bonds under the Original Indenture, notwithstanding any provision of the Original Indenture to the contrary. The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

Section 6. *Substitution of Bonds.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to amend the Original Indenture as may be necessary in order to permit the Company to deliver to the Trustee in substitution for any bonds issued under the Original Indenture (except Bonds of the 3.45% Series due 2050, which are subject to Article III, Section 2 hereof), mortgage bonds or other similar instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest as the original bonds (such substituted bonds hereinafter being referred to as the "**Substituted Mortgage Bonds**"). The Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) if the original bonds were rated by Moody's, a letter from Moody's, dated within ten days prior to the date of delivery of the Substituted Mortgage Bonds, stating that its rating of the

Substituted Mortgage Bonds is at least equal to its then current rating on the original bonds, (ii) if the original bonds were rated by S&P, a letter from S&P, dated within ten days prior to the date of delivery of the Substituted Mortgage Bonds, stating that its rating to the Substituted Mortgage Bonds is at least equal to its then current rating on the original bonds, (iii) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (iv) such other certificates and documents with respect to the issuance and delivery of the Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request. The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

Section 7. *Addition of a Governing Law Clause.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to amend the Original Indenture to add the following new section:

> "This Indenture shall be deemed to be a contract made under the laws of the State of Kansas and for all purposes shall be construed in accordance with the laws of the State of Kansas, without regard to conflicts of laws principles thereof."

Section 8. *Event of Default for Failure to Pay Final Judgments in Excess of $100,000.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to amend the Original Indenture to delete Article IX, Section 1(j). The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

Section 9. *Net Earnings Test in Connection with Property Acquisitions.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to amend the Original Indenture to delete Article IV, Section 14(b) and reserves the right to further amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 9.

Section 10. *Addition of Nuclear Fuel.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to amend the Original Indenture to (i) add Nuclear Fuel to the definition of "**Property Additions**"; *provided* that there shall be no restrictions under the Original Indenture on the application of any controls, liens, regulations, easements, restrictions, exceptions or reservations by any governmental authority on the Nuclear Fuel, (ii) to allow the Company to at any time, unless the Company is in default in the payment of the interest on any of the bonds then outstanding or there is an ongoing event of default without any release or consent by, or report to, the Trustee, sell or otherwise dispose of, free from the lien of the Original Indenture, any Nuclear Fuel which shall have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use in the operations of the Company upon the replacement or substitution of such Nuclear Fuel with other Nuclear Fuel of at least equal value and subject to the lien of the Original Indenture and (iii) to further amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 10.

The term '**Nuclear Fuel**' shall mean (a) any fuel element, including nuclear fuel and associated means (and any similar or analogous device or substance), whether or not classified as fuel and whether or not chargeable to operating expenses, comprising or intended to comprise, or formerly comprising, the core, or other part, of a nuclear reactor or any similar or analogous device, (b) any fuel element, including nuclear fuel, and associated means (and any similar or analogous device or substance) while in the process of fabrication or preparation and special nuclear or other materials held for use in such fabrication or preparation, (c) any substances or materials formerly comprising such nuclear fuel and associated means (or any similar or analogous device or substance) and which substances or materials are undergoing or have undergone reprocessing and (d) uranium, thorium, plutonium, and any other substance or material from time to time used or selected for use by the Company as fuel material, or as potential fuel material, in a nuclear reactor or any similar or analogous device.

Section 11. *Modernization of the Original Indenture.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.45% Series due 2050, or of any subsequent series of bonds, to amend the Original Indenture to:

(i) Eliminate maintenance and improvement fund requirements;

(ii) Simplify the provisions for release of obsolete property, de minimis property releases and substitution of property and unfunded property;

(iii) Permit additional terms of bonds or forms of bond in supplemental indentures, including terms for uncertificated and global securities (or definitive securities in lieu thereof) and medium-term notes;

(iv) Make any changes necessary to conform the Mortgage with the requirements of the Trust Indenture Act;

(v) Add defeasance provisions providing for covenant and legal defeasance options;

(vi) Permit the Company to remove the trustee in certain circumstances;

(vii) Provide for direction to the trustee under the Mortgage to vote pledged prior lien bonds for specified amendments to the prior lien mortgage;

(viii) Provide broader investment directions to the trustee or permitting the Company to direct investment of money held by the Trustee, so long as there is no event of default under the Mortgage;

(ix) Amend the definition of "Excepted Property" to exclude property which generally cannot be mortgaged without undue administrative burden (i.e. automobiles), but allowing the Company to subject Excepted Property to the Mortgage;

(x) Amend the definition of "Bondable Property" to allow all mortgaged property to be bondable; and

(xi) Update the definition of "Permitted Liens."

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 1. *Acceptance of Trust*. The Trustee accepts the trusts herein declared, provided, created or supplemented and agrees to perform the same upon the terms and conditions herein and in the Original Indenture, as amended, set forth and upon the following terms and conditions.

Section 2. *Responsibility and Duty of Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XIII of the Original Indenture, as amended by the Second Supplemental Indenture, shall apply to and form part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Supplemental Indenture.

Section 3. *Parties to Include Successors and Assigns.* Whenever in this Supplemental Indenture either of the parties hereto is named or referred to, such reference shall, subject to the provisions of Articles XII and XIII of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 4. *Benefits Restricted to Parties and to Holders of Bonds and Coupons.* Nothing in this Supplemental Indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the Bonds and coupons outstanding under the Indenture, any right, remedy or claim under or by reason of this Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Supplemental Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the Bonds and of the coupons outstanding under the Indenture.

Section 5. *Execution in Counterparts.* This Supplemental Indenture may be executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 6. *Titles of Articles Not Part of the Fiftieth Supplemental Indenture.* The Titles of the several Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS HEREOF, EVERGY KANSAS CENTRAL, INC., party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its Chairman of the Board, President, Chief Executive Officer or a Vice President, and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and The Bank of New York Mellon Trust Company, N.A., party hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and attested by its duly authorized officer, all as of the day and year first above written.

(CORPORATE SEAL)

EVERGY KANSAS CENTRAL, INC.

By: /s/ Lori A. Wright
Lori A. Wright
Vice President - Corporate Planning,
Investor Relations and Treasurer

ATTEST:

By: /s/ Heather A. Humphrey
Heather A. Humphrey
Senior Vice President,
General Counsel and Corporate Secretary

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: /s/ Tamara Klement Ellis
Tamara Klement Ellis
Director

ATTEST:

By: /s/ Antonio I. Portuondo
Antonio I. Portuondo

STATE OF MISSOURI)
: ss.:
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of April, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Lori A. Wright and Heather A. Humphrey, of Evergy Kansas Central, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

/s/ Annette G. Carter
Annette G. Carter
Notary Public
My Commission Expires
October 6, 2021
Jackson County
Commission # 13779753

STATE OF MISSOURI)
: ss.:
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of April, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Lori A. Wright, and Heather A. Humphrey, of Evergy Kansas Central, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who are personally known to me to be such officers, being by me respectively duly sworn, did each say that the said Lori A. Wright is Vice President - Corporate Planning, Investor Relations and Treasurer and that the said Heather A. Humphrey is Senior Vice President, General Counsel and Corporate Secretary of said corporation, that the consideration of and for the foregoing instrument was actual and adequate, that the same was made and given in good faith, for the uses and purposes therein set forth and without any intent to hinder, delay, or defraud creditors or purchasers.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

/s/ Annette G. Carter
Annette G. Carter
Notary Public
My Commission Expires
October 6, 2021
Jackson County
Commission # 13779753

STATE OF FLORIDA)
: ss.:
COUNTY OF DUVAL)

BE IT REMEMBERED, that on this 31st day of March, 2020, before me, the undersigned, a Notary Public within and for the State aforesaid, personally came Tamara Klement Ellis and Antonio I. Portuondo, of The Bank of New York Mellon Trust Company, N.A., a national banking association, who are personally known to me or proved to be on the basis of sufficient identification to be such officers, and who are personally known to me or proved to me on the basis of sufficient identification to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

/s/ Cynthia M. Moore
Cynthia M. Moore
Notary Public
My Commission Expires
December 13, 2022
Commission # GG284329

Exhibit 5.1

April 9, 2020

Evergy Kansas Central, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612

Re: Evergy Kansas Central, Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

I have served as Senior Vice President, General Counsel and Corporate Secretary of Evergy Kansas Central, Inc., a Kansas corporation (the "Company"), in connection with the issuance and sale by the Company of $500,000,000 aggregate principal amount of First Mortgage Bonds, 3.45% Series due 2050 (the "Bonds"), covered by the Registration Statement on Form S-3 (No. 333-228179-02) (the "Registration Statement") filed on November 5, 2018 by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended.

The Bonds were issued under and secured by the Mortgage and Deed of Trust (the "Indenture") dated July 1, 1939, as amended and supplemented, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to BNY Midwest Trust Company, as successor to Harris Trust and Savings Bank, as trustee (the "Trustee"). The Bonds were sold by the Company pursuant to the Underwriting Agreement, dated April 2, 2020, among the Company, MUFG Securities Americas Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein.

In rendering the opinion expressed below, I have examined and relied upon a copy of the Registration Statement and the exhibits filed therewith. I am familiar with the Amended and Restated Articles of Incorporation and the Amended and Restated By-laws of the Company and the resolutions of the Board of Directors of the Company relating to the Registration Statement. I have also examined originals, or copies of originals certified to my satisfaction, of such agreements, documents, certificates and statements of government officials and other instruments, and have examined such questions of law and have satisfied myself as to such matters of fact, as I have considered relevant and necessary as a basis for this opinion letter. I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures, the legal capacity of all persons other than the directors and officers of the Company and the conformity with the original documents of any copies thereof submitted to me for examination. I have also assumed that the Indenture is the valid and binding obligation of the Trustee.

Based on the foregoing, and subject to the qualifications and limitations hereinafter set forth, I am of the opinion that the Bonds are legally issued and constitute the valid and binding obligations of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency or other laws affecting enforcement of mortgagees' and other creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

For purposes of this opinion letter, I have further assumed that the Bonds will be governed by the laws of the State of Kansas. I am licensed to practice law in the State of Kansas and the foregoing opinions are limited to the laws of the State of Kansas.

I hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to all references to me included in or made a part of the Registration Statement.

Very truly yours,

/s/ Heather A. Humphrey

Heather A. Humphrey
Senior Vice President, General
Counsel and Corporate Secretary