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): November 20, 2026

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
000-51873	**Evergy Metro, 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)	44-0308720

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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	The Nasdaq Stock Market LLC

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 Metro, Inc. ("Evergy Metro"). 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 November 20, 2026, Evergy Metro issued $300,000,000 aggregate principal amount of its 6.000% Mortgage Bonds, Series 2026 due 2036 (the "Mortgage Bonds"), pursuant to an Underwriting Agreement, dated November 16, 2026, among Evergy Metro, Citigroup Global Markets Inc., TD Securities (USA) LLC, Truist Securities, 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 (333-281614-01) of Evergy Metro (the "Registration Statement").

In connection with the issuance and sale of the Mortgage Bonds, Evergy Metro entered into the 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 November 16, 2026, among Evergy Metro, Citigroup Global Markets Inc., TD Securities (USA) LLC, Truist Securities, Inc., and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein.
Exhibit 4.1	Twenty-third Supplemental Indenture, dated as of November 20, 2026, between Evergy Metro and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee, and the form of the global bond included therein.
Exhibit 5.1	Opinion, dated November 20, 2026, of Heather A. Humphrey, Senior Vice President, General Counsel and Corporate Secretary.
Exhibit 23.1	Consent of Heather A. Humphrey (included in Exhibit 5.1).
Exhibit 104	Cover Page Interactive Data File – the cover page XBRL tags are 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/ Geoffrey T. Ley
Geoffrey T. Ley
Senior Vice President, Corporate Planning and Treasurer

Evergy Metro, Inc.

/s/ Geoffrey T. Ley
Geoffrey T. Ley
Senior Vice President, Corporate Planning and Treasurer

Date: November 20, 2026

Evergy Metro, Inc.

$300,000,000

6.000% Mortgage Bonds, Series 2026 due 2036

UNDERWRITING AGREEMENT

dated November 16, 2026

Citigroup Global Markets Inc.
TD Securities (USA) LLC
Truist Securities, Inc.
Wells Fargo Securities, LLC

Underwriting Agreement

November 16, 2026

Citigroup Global Markets Inc.
TD Securities (USA) LLC
Truist Securities, Inc.
Wells Fargo Securities, LLC

As Representatives of the several Underwriters named in Schedule A hereto

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o TD Securities (USA) LLC
1 Vanderbilt Avenue, 11th Floor
New York, New York 10017

c/o Truist Securities, Inc.
50 Hudson Yards, 69th Floor
New York, New York 10001

and

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

Ladies and Gentlemen:

Evergy Metro, Inc., a Missouri corporation (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 $300,000,000 aggregate principal amount of the Company's 6.000% Mortgage Bonds, Series 2026 due 2036 (the "**Mortgage Bonds**"). Citigroup Global Markets Inc., TD Securities (USA) LLC, Truist Securities, 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 Mortgage Bonds.

The Mortgage Bonds will be issued pursuant to and secured by the General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986, between the Company (formerly known as Kansas City Power & Light Company) and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (the "**Trustee**"), as amended and supplemented by twenty-two indentures supplemental thereto (such Mortgage Indenture and Deed of Trust, as heretofore amended and supplemented, the "**Base Mortgage Indenture**"). Certain terms of the Mortgage Bonds will be established pursuant to the twenty-third supplemental indenture dated as of November 20, 2026 (the "**Supplemental Indenture**" and, together with the Base Mortgage Indenture, the "**Mortgage Indenture**") in accordance with Article Fifteen of the Base Mortgage Indenture. The Mortgage 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 the Company's Blanket Letter of Representations, dated May 12, 2020, to 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. 333-281614-01) to be used in connection with the public offering and sale of debt securities, including the Mortgage 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 ("**Rule 430B**"), is called the "**Registration Statement**." The term "**Base Prospectus**" shall mean the base prospectus dated August 16, 2024 relating to the Mortgage Bonds. The term "**Preliminary Prospectus**" shall mean any preliminary prospectus supplement relating to the Mortgage 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 Mortgage 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 2:30 p.m. (Eastern time) on November 16, 2026 (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 (a) 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, (b) 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, (c) the words "include" and "including" (and variations thereof) shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation" or "but not limited to" and (d) the word "or" shall not be exclusive.

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 Mortgage 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 Mortgage 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 August 16, 2024. 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 Mortgage 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 November 16, 2026, (ii) each Issuer Free Writing Prospectus (as such term is defined below) identified as an "Issuer General Use Free Writing Prospectus" 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 Mortgage 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 Mortgage 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 Mortgage 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 Missouri 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 Mortgage 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 such term is defined herein).

(i) *Subsidiaries*. Evergy Metro Receivables Company (the "**Subsidiary**") is the only majority-owned subsidiary of the Company with active operations. 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 preemptive or other similar rights of any securityholder of the Subsidiary. The Company has no "significant subsidiaries" (as such term is defined in Rule 1-02 of the Commission's Regulation S-X).

(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 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 Indenture has been and, at the Closing Date, the Supplemental Indenture will be duly executed and delivered by the Company; and the Base Mortgage Indenture 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 Mortgage Bonds, together with the interest and any premium thereon, as provided in the Mortgage 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 Mortgage Bonds.* The Mortgage 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 filed for recordation and otherwise filed, indexed or cross-indexed in such manner and in such places as is required by law in order to give constructive notice of, and establish, preserve and protect, the lien of the Mortgage Indenture on the Mortgaged Property (as such term is defined in the Mortgage Indenture), and all taxes payable to any state or subdivision thereof in connection with the execution, delivery or recordation of the Mortgage Indenture or the execution, authentication, issuance and delivery of the Mortgage Bonds and outstanding general mortgage bonds thereunder have been 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) Permissible Encumbrances (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 General Mortgage Bonds—Security and Priority."

(s) *Lien of Mortgage*. 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 Mortgage Bonds, constitutes a valid, direct first mortgage lien upon the Mortgaged Property, which includes substantially all of the fixed property of the Company and the franchises and permits of the Company pertaining to the operation of such 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 Permissible Encumbrances, to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage Indenture by filing, recordation or otherwise.

(t) *Description of the Mortgage Bonds and the Mortgage Indenture.* The Mortgage 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 Mortgage 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 made all necessary filings and obtained all necessary consents, orders or approvals in connection with the issuance and sale of the Mortgage Bonds or will have done so by the time the Mortgage Bonds shall be issued and sold, 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 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, 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, licenses and permits would not result in a Material Adverse Change.

(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 ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including 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, investigations 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 Mortgage 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 Mortgage Bonds.

(hh) *Ratings*. The Mortgage Bonds will be rated as described in the Final Term Sheet (as such term is 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 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 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 Mortgage 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 Mortgage Bonds.

(a) *The Mortgage Bonds.* The Company agrees to issue and sell to the several Underwriters, severally and not jointly, all of the Mortgage 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 Mortgage Bonds set forth opposite their names on Schedule A hereto, plus any additional principal amount of Mortgage Bonds that such Underwriter may become obligated to purchase pursuant to Section 9 hereof, at a purchase price of 99.176% of the principal amount of the Mortgage Bonds, payable on the Closing Date.

(b) *The Closing Date.* Delivery of one or more certificates for the Mortgage Bonds in global form to be purchased by the Underwriters and payment therefor shall be made at the offices of Bracewell LLP, 31 West 52nd Street, 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 November 20, 2026, 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 Mortgage 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 Mortgage 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 Mortgage Bonds.* Payment for the Mortgage 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 Mortgage Bonds that the Underwriters have agreed to purchase. The Representatives may (but shall not be obligated to) make payment for any Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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, 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 Mortgage 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(b) 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(b) 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 Mortgage Bonds is no longer required by law to be delivered in connection with sales of the Mortgage 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 Mortgage 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) 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage Bonds or securities exchangeable for or convertible into debt securities similar to the Mortgage Bonds, other than as contemplated by this Agreement with respect to the Mortgage Bonds.

(k) *Final Term Sheet*. The Company will prepare a final term sheet containing only a description of the Mortgage 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 (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 Mortgage Bonds that would constitute an "issuer free writing prospectus" or that would otherwise constitute a "free writing prospectus" (as such 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 Mortgage

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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage Bonds to continue as contemplated in the expired registration statement relating to the Mortgage 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 Mortgage 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 Mortgage 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 (i) all expenses incident to the issuance and delivery of the Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage Bonds, (viii) any fees payable in connection with the rating of the Mortgage 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 Mortgage 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 Mortgage 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(b) 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) 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 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);

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

(v) 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

(vi) 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 recorded in the offices of the Secretary of State in the States of Kansas and Missouri, which are the only recordations required in order to give constructive notice of, and establish, preserve and protect, the lien of the Mortgage Indenture on all properties of the Company of every kind described in and purported to be conveyed by the Mortgage Indenture.

(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 such counsel to pass upon the issuance and sale of the Mortgage 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 6, 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, Section 10(i) or Section 10(iv) 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 Mortgage Bonds, including 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, 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 third paragraph, the third sentence of the seventh paragraph and the eighth 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) hereof 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) hereof. 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage Bonds to be purchased on such date, the non-defaulting Underwriters shall be obligated, severally, in the proportion that the aggregate principal amount of the Mortgage Bonds set forth opposite their respective names on Schedule A hereto bears to the aggregate principal amount of such Mortgage 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 Mortgage 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 Mortgage Bonds and the aggregate principal amount of such Mortgage Bonds with respect to which such default occurs exceeds 10% of the aggregate principal amount of Mortgage Bonds to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Mortgage 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 Mortgage 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 Mortgage Bonds pursuant to this Agreement, including the determination of the public offering price of the Mortgage 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 Mortgage Bonds and payment for them hereunder and (ii) will survive delivery of and payment for the Mortgage 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:

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Facsimile: (646) 291-1469
Attention: General Counsel

and

TD Securities (USA) LLC
1 Vanderbilt Avenue, 11th Floor
New York, New York 10017
Email: USTransactionAdvisory@tdsecurities.com
Attention: DCM—Transaction Advisory

and

Truist Securities, Inc.
50 Hudson Yards, 69th Floor
New York, New York 10001
Attention: Debt Capital Markets

and

Wells Fargo Securities, LLC
550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202
Attention: Transaction Management
E-mail: tmgcapitalmarkets@wellsfargo.com

with a copy to:

Bracewell LLP
31 West 52nd Street
New York, New York 10020-1100
Facsimile: (800) 404-3970
Attention: Todd W. Eckland

If to the Company:

Evergy Metro, Inc.
1200 Main Street
Kansas City, Missouri 64105
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 Mortgage 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. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid

and effective for all purposes. 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 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 such term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b)), (B) a "covered bank" (as such term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b)) or (C) a "covered FSI" (as such term is 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.

SECTION 19. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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 METRO, INC.

By: /s/ Geoffrey T. Ley
Name: Geoffrey T. Ley
Title: Senior Vice President, Corporate Planning and Treasurer

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

CITIGROUP GLOBAL MARKETS INC.
TD SECURITIES (USA) LLC
TRUIST SECURITIES, INC.
WELLS FARGO SECURITIES, LLC

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

Citigroup Global Markets Inc.

By: /s/ Adam D. Bordner
Name: Adam D. Bordner
Title: Managing Director

TD Securities (USA) LLC

By: /s/ Luiz Lanfredi
Name: Luiz Lanfredi
Title: Managing Director

Truist Securities, Inc.

By: /s/ Allan Mason
Name: Allan Mason
Title: Director

Wells Fargo Securities, LLC

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

SCHEDULE A

Underwriters	Aggregate Principal Amount of Mortgage Bonds to be Purchased
Citigroup Global Markets Inc.	$ 72,000,000
TD Securities (USA) LLC	$ 72,000,000
Truist Securities, Inc.	$ 72,000,000
Wells Fargo Securities, LLC	$ 72,000,000
Commerce Brokerage Services, Inc.	$ 7,200,000
Loop Capital Markets LLC	$ 4,800,000
Total	$300,000,000

ANNEX I

LIST OF ISSUER GENERAL USE FREE WRITING PROSPECTUSES

1. Final Term Sheet dated November 16, 2026

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 Mortgage Bonds and the consummation by the Company of the transactions contemplated thereby (including the issuance and sale of the Mortgage Bonds and the use of the proceeds from the sale of the Mortgage Bonds as described in the Disclosure Package (as such term is 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 Mortgage Bonds do not and will not violate any provision of Applicable Laws. As used in this paragraph (e) and paragraph (f) below, the term "**Applicable Laws**" means the laws of the State of New York and the federal laws of the United States of America (including the Federal Power Act) 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 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).

(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 Mortgage Bonds as contemplated therein..

(g) The statements set forth in the Disclosure Package and the Prospectus under the captions "Description of General Mortgage Bonds" and "Description of the Bonds" (insofar as such statements purport to summarize certain provisions of the Mortgage 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 captions "Plan of Distribution" and "Underwriting (Conflicts of Interest)" (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 caption "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 Mortgage 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 Missouri and is duly qualified as a foreign corporation to do business in 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 Mortgage Bonds, together with the interest and any premium thereon, as provided in the Mortgage 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 Mortgage Bonds are in due and proper form; the issue and sale of the Mortgage 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 Mortgage 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 therefor 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) Permissible Encumbrances (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 General Mortgage Bonds—Security and Priority;" 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 Mortgage Bonds, constitutes a valid, direct first mortgage lien on the Mortgaged Property, which includes substantially all of the fixed property of the Company, and the franchises and permits of the Company pertaining to the operation of such property; 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 Permissible Encumbrances, to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage Indenture by filing, recordation or otherwise.

(f) The Mortgage Indenture has been duly filed for recordation and otherwise filed, indexed or cross-indexed in such manner and in such places as is required by law in order to give constructive notice of, and establish, preserve and protect, the lien of the Mortgage Indenture on the Mortgaged Property, and all taxes payable to any state or subdivision thereof in connection with the execution, delivery or recordation of the Mortgage Indenture or the execution, authentication, issuance and delivery of the Mortgage Bonds and outstanding mortgage bonds have been 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 other similar rights of any securityholder of the Subsidiary.

(h) The order of the Missouri Public Service Commission authorizing the issuance of the Mortgage Bonds by the Company and the sale of the Mortgage Bonds as contemplated by the Underwriting Agreement has been duly entered and is still in force and effect, and no further consent, approval, qualification, authorization, certificate or order of, or registration or filing with,

any court or other state or federal commission or regulatory authority or agency (other than (i) as may be required under securities or blue sky laws of the various states and (ii) as may have already been obtained or made and shall be in full force and effect on the date hereof) is necessary 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 Mortgage Bonds as contemplated therein.

(i) The Company and the Subsidiary hold, to the extent required, valid and subsisting franchises, 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, 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) To the best of such counsel's knowledge, the Company is not in violation of its Amended and Restated Articles of Consolidation, as amended, or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material Agreement or Instrument.

(l) The execution, delivery and performance of the Underwriting Agreement, the Mortgage Indenture and the Mortgage Bonds and the consummation of the transactions contemplated therein (including the issuance and sale of the Mortgage Bonds and the use of the proceeds received by the Company from the sale of the Mortgage 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 Mortgage 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 Company's Amended and Restated Articles of Consolidation, as amended, or the Company's Amended and Restated By-Laws.

(m) 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 such counsel expresses no opinion as to the laws of any jurisdiction other than the laws of the States of Missouri and Kansas and the federal laws of the United States of America.

Exhibit 4.1

TWENTY-THIRD SUPPLEMENTAL INDENTURE

EVERGY METRO, INC.

UMB BANK, N.A.
(FORMERLY UNITED MISSOURI BANK OF KANSAS CITY, N.A.)

DATED AS OF NOVEMBER 20, 2026

CREATING 6.000% MORTGAGE BONDS,
SERIES 2026 DUE 2036

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

TWENTY-THIRD SUPPLEMENTAL INDENTURE, dated as of November 20, 2026, between EVERGY METRO, INC. (formerly known as Kansas City Power & Light Company), a Missouri corporation (the "Company"), and UMB BANK, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as Trustee (the "Trustee") under the Indenture hereinafter mentioned.

WHEREAS, all capitalized terms used in this Supplemental Indenture have the respective meanings set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust, dated as of December 1, 1986, recorded with the Franklin County, Kansas Register of Deeds (the "Franklin Recorder") on November 25, 1986 in Book 36A at Page 1, recorded with the Jackson County, Missouri Recorder of Deeds (the "Jackson Recorder") on November 25, 1986 as Document No. K-746018 in Book K-1612 at Page 1 (Kansas City) and as Document No. I-733944 in Book I-1612 at Page 632 (Independence), recorded with the Platte County, Missouri Recorder of Deeds (the "Platte Recorder") on November 25. 1986 as Document No. 34173 in Book 693 at Page 341, filed with the Missouri Secretary of State ("MO SOS") on November 25, 1986 under File No. 1393950 and filed with the Kansas Secretary of State ("KS SOS") on November 25, 1986 under File No. 1127129 (the "Original Indenture"), incorporated as if more fully set forth herein, and, as supplemented, including by the Prior Supplemental Indentures (defined below) and by this Supplemental Indenture (collectively, the "Indenture"), to secure general mortgage bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided (the "Mortgage Bonds");

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a First Supplemental Indenture, dated as of December 1, 1986, recorded with the Franklin Recorder on November 25, 1986 in Book 36A at Page 197 and recorded with the Jackson Recorder on November 25, 1986 as Document No. K-746019 in Book K-1612 at Page 197 (Kansas City) and as Document No. I-733945 in Book I-1612 at Page 824 (Independence), creating a first series of Mortgage Bonds, later satisfied (the "First Supplemental"); a Second Supplemental Indenture, dated as of April 1, 1988, recorded with the Franklin Recorder on April 8, 1988 in Book 36A at Page 212 and recorded with the Jackson Recorder on April 8, 1988 as Document No. K-822401 in Book K-1788 at Page 183 (Kansas City) and as Document No. I-836341 in Book I-1788 at Page 784 (Independence), creating a second series of Mortgage Bonds, later satisfied (the "Second Supplemental"); a Third Supplemental Indenture, dated as of April 1, 1991, recorded with the Franklin Recorder on April 8, 1991 in Book 36A at Page 408, recorded with the Jackson Recorder on April 8, 1991 as Document No. K-966029 in Book K-2112 at Page 2031 (Kansas City) and as Document No. I-1033656 in Book I-2113 at Page 141 (Independence) and filed with the MO SOS on April 8, 1991 under File No. 1986170, creating a third series of Mortgage Bonds, later satisfied (the "Third Supplemental"); a Fourth Supplemental Indenture, dated as of February 15, 1992, recorded with the Franklin Recorder on February 18, 1992 in Book 36C at Page 1, recorded with the Jackson Recorder on February 18, 1992 as Document No. K-1010515 in Book K-2210 at Page 2020 (Kansas City) and as Document No. I-1088523 in Book I-2211 at Page 49 (Independence) and filed with the MO SOS on February 18, 1992 under File No. 2094948, creating a fourth series of Mortgage Bonds, later satisfied (the "Fourth Supplemental"); a Fifth Supplemental Indenture, dated as of September 1, 1992, recorded with the Franklin Recorder on September 10, 1992 in Book 36C at Page 16, recorded with the Jackson Recorder

on September 10, 1992 as Document No. K-1041360 in Book K-2288 at Page 1240 (Kansas City) and as Document No. I-1131853 in Book I-2288 at Page 1776 (Independence), recorded with the Platte Recorder on September 10, 1992 as Document No. 12560 in Book 776 at Page 783, filed with the MO SOS on September 10, 1992 under File No. 2171335 and filed with the KS SOS on September 10, 1992 under File No. 1832585, creating a fifth series of Mortgage Bonds (the "Fifth Supplemental"); a Sixth Supplemental Indenture, dated as of November 1, 1992, recorded with the Franklin Recorder on November 9, 1992 in Book 36C at Page 32, recorded with the Jackson Recorder on November 9, 1992 as Document No. K-1051904 in Book K-2316 at Page 2354 (Kansas City) and as Document No. I-1147066 in Book I-2317 at Page 365 (Independence) and filed with the MO SOS on November 9, 1992 under File No. 2191784, creating a sixth series of Mortgage Bonds, later satisfied (the "Sixth Supplemental"); a Seventh Supplemental Indenture, dated as of October 1, 1993, recorded with the Franklin Recorder on October 7, 1993 in Book 36C at Page 45, recorded with the Jackson Recorder on October 8, 1993 as Document No. K-1104016 in Book K-2458 (Kansas City) and on October 7, 1993 as Document No. I-1221163 in Book I-2458 at Page 17 (Independence), recorded with the Platte Recorder on October 7, 1993 as Document No. 15580 in Book 799, Page 526, filed with the MO SOS on October 8, 1993 under File No. 2318421 and filed with the KS SOS on October 7, 1993 under File No. 1953548, creating a seventh series of Mortgage Bonds (the "Seventh Supplemental"); an Eighth Supplemental Indenture, dated as of December 1, 1993, recorded with the Franklin Recorder on November 30, 1993 in Book 36C at Page 59, filed with the MO SOS on November 30, 1993 under File No. 2337515 and filed with the KS SOS on November 30, 1993 under File No. 1969459, creating an eighth series of Mortgage Bonds (the "Eighth Supplemental"); a Ninth Supplemental Indenture, dated as of February 1, 1994, recorded with the Franklin Recorder on February 17, 1994 in Book 36C at Page 72 and filed with the MO SOS on February 17, 1994 under File No. 2369932, creating a ninth series of Mortgage Bonds, later satisfied (the "Ninth Supplemental"); a Tenth Supplemental Indenture, dated as of November 1, 1994, recorded with the Franklin Recorder on November 7, 1994 in Book 36C at Page 87 and filed with the MO SOS on November 7, 1994 under File No. 2470773, creating a tenth series of Mortgage Bonds, later satisfied (the "Tenth Supplemental"); an Eleventh Supplemental Indenture, dated as of August 15, 2005, recorded with the Franklin Recorder on August 26, 2005 in Book 36C at Page 101, filed with the MO SOS under File No. 20050087192F and filed with the KS SOS on August 26, 2005 under File No. 6037766, creating an eleventh series of Mortgage Bonds (the "Eleventh Supplemental"); a Twelfth Supplemental Indenture, dated as of March 1, 2009, recorded with the Franklin Recorder on March 23, 2009 in Book 36C at Page 114, filed with the MO SOS on March 23, 2009 under file No. 20090028462E and filed with the KS SOS on March 23, 2009 under File No, 6580088, creating a twelfth series of Mortgage Bonds (the "Twelfth Supplemental"); a Thirteenth Supplemental Indenture, dated as of March 1, 2009, recorded with the Franklin Recorder on March 23, 2009 in Book 36C at Page 173, filed with the MO SOS on March 23, 2009 under File No. 20090028301G and filed with the KS SOS on March 23, 2009 under File No. 6580096, creating a thirteenth series of Mortgage Bonds (the "Thirteenth Supplemental"); a Fourteenth Supplemental Indenture, dated as of March 1, 2009, recorded on March 23, 2009 in Book 36C at Page 190, filed with the MO SOS on March 23, 2009 under File No. 20090028303J, filed with the KS SOS on March 23, 2009 under File No. 6580104, creating a fourteenth series of Mortgage Bonds (the "Fourteenth Supplemental"); a Fifteenth Supplemental Indenture, dated as of June 30, 2011, recorded with the Franklin Recorder on July 12, 2011 in Book 36C at Page 207, filed with the MO SOS on July 12, 2011

under File No. 20110077034G and filed with the KS SOS on July 12, 2011 under File No. 6815559, clarifying and supplementing the procedures applicable in the case of certain generation, transmission and other facilities it has or shall enter into as tenant in common, and eliminating procedural uncertainties under the Original Indenture in the case of such projects (the "Fifteenth Supplemental"); a Sixteenth Supplemental Indenture, dated as of March 1, 2019, creating a fifteenth, sixteenth, seventeenth, eighteenth, nineteenth and twentieth series of Mortgage Bonds, and also identifying, clarifying, restating and supplementing the property to which the Lien of the Indenture is applicable and confirming unto the Trustee that the interest of the Company in said property is subject to the Lien of the Indenture, and amending and restating all of the Company's interest in the several parcels of property set forth in Schedule A of the Twelfth Supplemental at Pages 1-39, filed with MO SOS on March 14, 2019 under File No. 1903142700717, filed with the KS SOS on March 14, 2019 under File No. 115941551, recorded with the Jackson Recorder on March 14, 2019 as Instrument No. 2019E0017890, recorded with the Platte Recorder on March 15, 2019 as Instrument No. 2019002550 in Book 1309 at Page 459 and recorded with the Franklin Recorder on March 14, 2019 as Instrument No. 769 in Book 36C at Page 269 (the "Sixteenth Supplemental"); a Seventeenth Supplemental Indenture, dated as of March 27, 2019, recorded with the Franklin Recorder on March 26, 2019 in Book 36C at Page 569, filed with the MO SOS on March 26, 2019 under File No. 1903262746182 and filed with the KS SOS on March 26, 2019 under File No. 115966798, creating a twenty-first series of Mortgage Bonds (the "Seventeenth Supplemental"); an Eighteenth Supplemental Indenture, dated as of May 26, 2020, recorded with the Franklin Recorder on May 22, 2020 in Book 36C at Page 593, filed with the MO SOS on May 21, 2020 under File No. 2005214668458 and filed with the KS SOS on May 21, 2020 under File No. 117050427, creating a twenty-second series of Mortgage Bonds (the "Eighteenth Supplemental"); a Nineteenth Supplemental Indenture, dated as of April 4, 2023, recorded with the Franklin Recorder on April 4, 2023 under Instrument No. 2023-01080, filed with the MO SOS on April 4, 2023 under File No. 20230404001406237 and filed with the KS SOS on April 4, 2023 under File No. 119693240, creating a twenty-third series of Mortgage Bonds (the "Nineteenth Supplemental"); a Twentieth Supplemental Indenture, dated as of December 1, 2023, recorded with the Franklin Recorder on December 1, 2023 under Instrument No. 2023-03750, filed with the MO SOS on November 28, 2023 under File No. 20231128002421526 and filed with the KS SOS on November 28, 2023 under File No. 120221734, creating a twenty-fourth series of Mortgage Bonds (the "Twentieth Supplemental"); a Twenty-first Supplemental Indenture, dated as of April 5, 2024, recorded with the Franklin Recorder on April 5, 2024 under Instrument No. 2024-00858, filed with the MO SOS on April 3, 2024 under File No. 20240403000399124 and filed with the KS SOS on April 3, 2025 under File No. 120502109, creating a twenty-fifth series of Mortgage Bonds (the "Twenty-first Supplemental"); and a Twenty-second Supplemental Indenture, dated as of August 15, 2025, recorded with the Franklin Recorder on November 11, 2026 under Instrument No. 2026-03827, filed with the MO SOS on August 12, 2025 under File No. 20250812001103753 and filed with the KS SOS on August 12, 2025 under File No. 121679906, creating a twenty-sixth series of Mortgage Bonds (the "Twenty-second Supplemental") (the twenty-two supplemental indentures dated prior to the date hereof collectively referred to as the "Prior Supplemental Indentures");

WHEREAS, on September 16, 2019, the Company formally changed its name from Kansas City Power & Light Company to Evergy Metro, Inc.;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a twenty-seventh series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date or dates, interest rate or rates and the form and other terms of such Mortgage Bonds;

WHEREAS, Section 15.01(c) of the Original Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Indenture to establish the form and other terms of such Mortgage Bonds consistent with the provisions of the Indenture; and

WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

ARTICLE I.

DESCRIPTION OF CERTAIN PROPERTY SUBJECT TO THE LIEN OF THE INDENTURE

The Company, in order to secure the payment both of the principal of and interest and premium, if any, on the Mortgage Bonds from time to time issued under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Mortgage Bonds, has granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and does by these presents grant, bargain, sell, convey, assign and transfer, mortgage, pledge, set over and confirm unto the Trustee, and to its successor or successors in said trust and its and their assigns forever, in trust, all of its right, title and interest in and to the property more particularly described in the Indenture, as supplemented by the Prior Supplemental Indentures, including, without limitation, the property described and incorporated into this Supplemental Indenture pursuant to this Article I, except as excepted or otherwise limited pursuant to this Article I, with all rights with respect thereto as the Trustee has been granted in connection with all Mortgaged Property under the Indenture, and together with all after-acquired property in accordance with the terms of the Indenture; TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever, subject however, as to all property embraced herein to all of the restrictions, exceptions and reservations of easements, rights of way or otherwise, contained in any and all deeds and/or other conveyances under or through which the Company acquired or shall acquire and/or claims or shall claim title thereto, and to the restrictions, exceptions, reservations and provisions in the Indenture specifically set forth; and subject further with respect to the premises, property, franchises and rights owned by the Company at the date of execution hereof, to Excepted

Property or Permissible Encumbrances as defined in Section 1.03 of the Original Indenture, and subject, with respect to property acquired after the date of execution of the Original Indenture or hereafter acquired, to all excepted encumbrances, all other defects and limitations of title and to all other encumbrances existing at the time of such acquisition, including any purchase money mortgage or lien upon such property created by the Company at the time of the acquisition of such property; IN TRUST NEVERTHELESS, upon the terms and trusts in the Indenture and this Supplemental Indenture set forth, for the benefit and security of those who shall hold said Mortgage Bonds and coupons issued and to be issued under the Indenture, or any of them, in accordance with the terms of the Indenture without preference, priority or distinction as to lien of any of said Mortgage Bonds and coupons over any other thereof by reason of priority in the time of the issue or negotiation thereof or for any other reason whatsoever, subject, however, to the provisions in reference to extended, transferred or pledged coupons and claims for interest in the Indenture set forth; it being intended that the lien and security of all of said Mortgage Bonds and coupons of all series issued or to be issued under the Indenture shall take effect from the execution and delivery of the Original Indenture, and that the lien and security of the Indenture shall take effect from the date of execution and delivery of the Original Indenture as though all of the said Mortgage Bonds of all series were actually authenticated and delivered and issued upon such date.

For purposes of identifying, clarifying, restating and supplementing the property to which the Lien of the Indenture is applicable, the Company hereby confirms unto the Trustee that the interest of the Company in the following property is subject to the Lien of the Indenture according to its terms:

Confirmed Property. All of the Company's interest in the several parcels of property set forth in Exhibit A of the Original Indenture at Pages A-1 to A-84, on Exhibit A of the Second Supplemental at Pages A-1 to A-3, on Exhibit A of the Third Supplemental at Pages A-1 to A-6, on Exhibit A to the Fourth Supplemental at Pages A-1 to A-2, on Exhibit A of the Fifth Supplemental at Pages A-1 to A-2, on Exhibit A of the Seventh Supplemental consisting of a single page, on Exhibit A of the Ninth Supplemental consisting of a single page, on Schedule A of the Tenth Supplemental at Page 13, on Schedule A of the Fifteenth Supplemental at Pages 1-52, and in Exhibit B of the Sixteenth Supplemental, all of which property is incorporated herein by reference; and

together with all of the property, rights and interest of the Company in property, whether real, personal or mixed (except as expressly excepted under the Indenture), owned on the date of the execution and delivery of this Supplemental Indenture, acquired by the Company since the date of the execution and delivery of the Twenty-second Supplemental, or hereafter acquired by the Company and wheresoever situated (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or any general description contained in this Supplemental Indenture), including, but not limited to, all real estate, lands, leases, leaseholds (except the last day of any lease or leasehold), easements, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of lands, all rights of way and roads, all plants, containers, buildings and other structures and all offices, buildings and the contents thereof; all fixtures, machinery, engines, boilers, machines, purifiers, scrubbers, retorts, tanks, pumps, regulators, meters, electric and mechanical or gas appliances, conduits or other pipes, service pipes, fittings, valves and connections, tools,

implements, apparatus, supplies, furniture and chattels; all federal, state, municipal and other franchises, privileges and permits; all lines for the generation, transmission, distribution, interconnection, or storage of energy from any source, for any purpose; all electric and communication transmission lines, wood and steel poles and towers, lines of poles, anchors, guys, crossarms, insulators, conductors, cables, and other equipment appurtenant thereto for the transmission of energy, apparatus for use in connection therewith; and (except as expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinabove described or referred to or otherwise subject to the Lien of the Indenture; which shall be and are fully granted and conveyed by the Indenture and are fully embraced within the Lien of the Indenture as if such property, rights and interests were specifically described herein, subject to and in accordance with the terms thereof; except such property hereinafter expressly excepted or any parcel or part of such property heretofore released from the Lien of the Indenture or to which the Company and the Trustee have heretofore disclaimed any right, title or interest, unless otherwise subsequently pledged as Mortgaged Property in accordance with the Indenture.

ARTICLE II.

6.000% MORTGAGE BONDS, SERIES 2026 DUE 2036

SECTION 1. (a) There is hereby created a twenty-seventh series of Mortgage Bonds to be issued under and secured by the Indenture, to be designated as "6.000% Mortgage Bonds, Series 2026 due 2036" of the Company (the "Bonds of the Twenty-seventh Series").

(b) The Bonds of the Twenty-seventh Series may be issued without limitation as to aggregate principal amount except as provided in the Indenture and this Supplemental Indenture. The Bonds of the Twenty-seventh Series shall be initially issued in the aggregate principal amount of $300,000,000; provided that the Company may, at any time, without the consent of the Bondholders of the Outstanding Bonds of the Twenty-seventh Series, issue additional Bonds of the Twenty-seventh Series ranking equally and ratably with, and having the same interest rate, maturity and other terms (except for the price to the public, the issue date and the first interest payment date, as applicable) as, the Bonds of the Twenty-seventh Series. Any additional Bonds, together with the Bonds of the Twenty-seventh Series initially issued, will constitute a single series of general mortgage bonds under the Indenture; provided that if any such additional Bonds are not fungible for U.S. federal income tax purposes with the Bonds of the Twenty-seventh Series, such additional Bonds will be issued under a separate CUSIP number.

(c) The Bonds of the Twenty-seventh Series shall be registered Bonds without coupons and shall be dated as described in Section 2.03 of the Indenture except that the Bonds of the Twenty-seventh Series initially issued shall be dated November 20, 2026. All Bonds of the Twenty-seventh Series shall mature on December 1, 2036 (the "Maturity Date"), subject to prior redemption pursuant to Section 2 of this Article II.

(d) All Bonds of the Twenty-seventh Series shall be issued initially in the form of one or more global bonds (each such global bond, a "Global Bond") to or on behalf of The Depository Trust Company ("DTC"), as depositary therefor (in such capacity, the "Depositary"), and registered in the name of the Depositary or its nominee.

(e) The principal and interest on the Bonds of the Twenty-seventh Series shall be payable in lawful money of the United States of America. The place where such principal shall be payable shall be at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust). The place where interest shall be payable shall be the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust), or by check mailed to the Registered Holders of the Bonds of the Twenty-seventh Series. Notwithstanding the foregoing, with respect to Bonds of the Twenty-seventh Series in the form of one or more Global Bonds registered in the name of DTC or its nominee, the Company may make payments of principal of, redemption price of, and interest on such Global Bond pursuant to and in accordance with such arrangements as are agreed upon by the Company and the Depositary.

(f) The Bonds of the Twenty-seventh Series shall bear interest at the rate of 6.000% per annum from the date of issuance or from the most recent interest payment date to which interest has been paid or provided for, payable semi-annually in arrears on June 1 and December 1 of each year, beginning on June 1, 2027, to the persons in whose names the Bonds of the Twenty-seventh Series are registered at the close of business on the record date for such interest payment date, which will be the close of business on (i) the Business Day immediately preceding such interest payment date so long as all of the Bonds of the Twenty-seventh Series remain in book-entry only form or (ii) the 15th calendar day immediately preceding each interest payment date if any of the Bonds of the Twenty-seventh Series do not remain in book-entry only form, whether or not such day is a Business Day. The term "Business Day" means, with respect to the Bonds of the Twenty-seventh Series, any day other than a day on which banking institutions in New York, New York are authorized or required by law to close.

(g) The Company shall have no obligation to redeem or purchase any Bonds of the Twenty-seventh Series pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of a holder of any Bonds of the Twenty-seventh Series.

(h) The Bonds of the Twenty-seventh Series shall be subject to redemption as set forth in Section 2 of this Article II.

(i) So long as there is no existing default in the payment on the Bonds of the Twenty-seventh Series, the person in whose name any Bond of the Twenty-seventh Series is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date, notwithstanding any transfer or exchange of such Bond of the Twenty-seventh Series subsequent to the record date and on or prior to such interest payment date, 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 Twenty-seventh Series is registered on the date of payment of such defaulted interest.

As used in this Section 1, the term "default in the payment of interest" means failure to pay interest due on the applicable interest payment date disregarding any period of grace permitted by Section 12.02 of the Original Indenture, and the term "record date" with respect to each interest payment date is defined in Section 1(f) above.

SECTION 2. Except as described in Article IX of the Original Indenture and this Section 2, the Bonds of the Twenty-seventh Series may not be redeemed prior to the Maturity Date. Prior to September 1, 2036 (the "Par Call Date"), the Company shall have the right to redeem the Bonds of the Twenty-seventh Series at any time in whole, or from time to time in part, at its option, at the redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Bonds of the Twenty-seventh Series matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate applicable to the Bonds of the Twenty-seventh Series plus 15 basis points less (b) interest accrued to the redemption date; and

(2) 100% of the principal amount of the Bonds of the Twenty-seventh Series to be redeemed,

plus, in either case, accrued and unpaid interest thereon 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 Twenty-seventh Series, installments of interest on the Bonds of the Twenty-seventh Series 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 Holders of the Bonds of the Twenty-seventh Series as of the close of business on the relevant record date according to the Bonds of the Twenty-seventh Series 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 Twenty-seventh Series is registered on the date of payment of such defaulted interest.

On or after the Par Call Date, the Company shall have the right to redeem the Bonds of the Twenty-seventh Series at any time in whole, or from time to time in part, at its option, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

For purposes of this Section 2:

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such

day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities—Treasury constant maturities — Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable:

- the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life");
- if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or
- if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this clause, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

The Bonds of the Twenty-seventh Series are subject to redemption by the Company, in whole but not in part, at the option of the Company, at a redemption price equal to 101% of the principal amount of the Bonds of the Twenty-seventh Series being redeemed plus accrued and unpaid interest to, but excluding, the redemption date, if a Tax Credit Event (as defined below) occurs.

Any notice of redemption of the Bonds of the Twenty-seventh Series upon the occurrence of a Tax Credit Event (a) may only be sent by the later of (i) the end of the calendar year in which the Bonds of the Twenty-seventh Series were issued and (ii) six months from the date of issuance of the Bonds of the Twenty-seventh Series and (b) shall be accompanied by an Officers' Certificate stating that such Tax Credit Event has occurred.

A "Tax Credit Event" occurs if, in the Company's reasonable determination, there exists a material risk, due to the Bonds of the Twenty-seventh Series (considered together with other debt) having been issued, as part of an original issuance, to one or more "specified foreign entities," as defined in Section 7701(a)(51)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), that the Company or any of its affiliates would be unable to utilize or otherwise ineligible to claim any tax credits otherwise allowed under Section 38 of the Code.

The consummation of a redemption upon a Tax Credit Event may be subject to the Trustee's receipt of the required redemption moneys on or before the redemption date (and in such case no such redemption shall occur unless such moneys have been received by the Trustee on or before such date).

The Trustee shall have no obligation or duty whatsoever to determine, or to verify the Company's calculations of, the redemption price.

Except as hereinafter provided, notice of redemption of Bonds of the Twenty-seventh Series shall be mailed by or on behalf of the Company, postage prepaid, at least ten and not more than forty days prior to such date of redemption, to the registered owners of all Bonds of the Twenty-seventh Series to be so redeemed, at their respective addresses appearing upon the registry books. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing, whether or not the holder receives the notice. In any case, failure to give due notice by mail, or any defect in the notice, to the registered owners of any Bonds of the Twenty-seventh Series called for redemption as a whole or in part, shall not affect the validity of the proceedings for the redemption of any other Bond.

SECTION 3. Bonds of the Twenty-seventh Series shall be issued in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof and numbered consecutively from "R1" upward.

The form of the Bonds of the Twenty-seventh Series shall be substantially as follows (any of the provisions of such Bond may be set forth on the reverse side thereof):

(FORM OF BOND OF THE TWENTY-SEVENTH SERIES)

For so long as this Global Bond is deposited with or on behalf of The Depository Trust Company, it shall bear the following legend:

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 certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Evergy Metro, Inc. or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

EVERGY METRO, INC.

6.000% MORTGAGE BONDS, SERIES 2026 DUE 2036

Interest Rate: 6.000% per annum
Maturity Date: December 1, 2036
Registered Holder: _____

Principal Sum $_____
CUSIP No. 30037D AF2

Evergy Metro, Inc., a Missouri corporation ("Company"), for value received, hereby promises to pay to_____ or registered assigns, on December 1, 2036, at the principal office of the Trustee hereinafter named, in Kansas City, Missouri (or at the principal office of any successor in trust), the sum of $_____, and to pay interest thereon from the date hereof at the rate of 6.000% per annum, payable semi-annually as provided in the indenture hereinafter mentioned, on the 1st day of June and on the 1st day of December in each year, commencing June 1, 2027 until the Company's obligation with respect to the payment of such principal sum shall be discharged as provided in the indenture hereinafter mentioned; provided that, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, the interest payable on any interest payment date will be paid to the person in whose name this Bond was registered at the close of business on the record date for such interest payment date, which will be the close of business on (i) the Business Day immediately preceding such interest payment date so long as all of this Bond of the Twenty-seventh Series remains in book-entry only form or (ii) the 15th calendar day immediately preceding such interest payment date if any of this Bond of the Twenty-seventh Series does not remain in book-entry only form, whether or not such day is a Business Day. The term "Business Day" means, with respect to this Bond of the Twenty-seventh Series, any day other than a day on which banking institutions in New York,

New York are authorized or required by law to close. The principal of and any premium or interest on this Bond of the Twenty-seventh Series are payable in lawful money of the United States of America.

This Bond of the Twenty-seventh Series is one, of the series hereinafter specified, of the bonds of the Company ("Bonds") known as its "Mortgage Bonds," issued and to be issued in one or more series under and secured by a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 ("Indenture"), duly executed by the Company to UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), Trustee ("Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are, and are to be, issued and secured, and the rights of the owners of the Bonds and of the Trustee in respect of such security, and the prior liens to which the security for the Bonds is junior; capitalized terms used in this Bond of the Twenty-seventh Series have the respective meanings set forth in the Indenture. As provided in the Indenture, the Bonds may be various principal sums, are issuable in series, may mature at different times, may bear interest at different rates and may otherwise vary as therein provided; and this Bond of the Twenty-seventh Series is one of a series entitled "6.000% Mortgage Bonds, Series 2026 due 2036," created by a Twenty-third Supplemental Indenture dated as of November 20, 2026, as provided for in the Indenture. With the consent of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company and the Trustee may from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of the Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of the Bonds and any coupons; provided, however, that (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or rates or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to certain exceptions, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or any premium or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien, and (ii) no such action which would affect the rights of the holders of Bonds of only one series may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; provided, however, that, in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

Prior to September 1, 2036 (the "Par Call Date"), the Company shall have the right to redeem the Bonds of the Twenty-seventh Series at any time in whole, or from time to time in part, at its option, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1)(a) the sum of the present values of

the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Bonds of the Twenty-seventh Series matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate applicable to the Bonds of the Twenty-seventh Series plus 15 basis points less (b) interest accrued to the redemption date; and (2) 100% of the principal amount of the Bonds of the Twenty-seventh Series to be redeemed, plus, in either case, accrued and unpaid interest thereon 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 Twenty-seventh Series, installments of interest on the Bonds of the Twenty-seventh Series 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 Holders of the Bonds of the Twenty-seventh Series as of the close of business on the relevant record date according to the Bonds of the Twenty-seventh Series 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 Twenty-seventh Series is registered on the date of payment of such defaulted interest.

On or after the Par Call Date, the Company shall have the right to redeem the Bonds of the Twenty-seventh Series at any time in whole, or from time to time in part, at its option, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

For purposes of the third immediately preceding paragraph, the following term has the following meaning:

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities—Treasury constant maturities — Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable:

- the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life");
- if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or

- if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this clause, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

This Bond of the Twenty-seventh Series is subject to redemption by the Company, in whole but not in part, at the option of the Company, at a redemption price equal to 101% of the principal amount of the Bonds of the Twenty-seventh Series being redeemed plus accrued and unpaid interest to, but excluding, the redemption date, if a Tax Credit Event (as defined below) occurs.

Any notice of redemption of this Bond of the Twenty-seventh Series upon the occurrence of a Tax Credit Event (a) may only be sent by the later of (i) the end of the calendar year in which the Bonds of the Twenty-seventh Series were issued and (ii) six months from the date of issuance of the Bonds of the Twenty-seventh Series and (b) shall be accompanied by an Officers' Certificate stating that such Tax Credit Event has occurred.

A "Tax Credit Event" occurs if, in the Company's reasonable determination, there exists a material risk, due to the Bonds of the Twenty-seventh Series (considered together with other debt) having been issued, as part of an original issuance, to one or more "specified foreign entities," as defined in Section 7701(a)(51)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), that the Company or any of its affiliates would be unable to utilize or otherwise ineligible to claim any tax credits otherwise allowed under Section 38 of the Code.

The consummation of a redemption upon a Tax Credit Event may be subject to the Trustee's receipt of the required redemption moneys on or before the redemption date (and in such case no such redemption shall occur unless such moneys have been received by the Trustee on or before such date).

The Trustee shall have no obligation or duty whatsoever to determine, or to verify the Company's calculations of, the redemption price.

Notice of redemption of Bonds of the Twenty-seventh Series shall be mailed by or on behalf of the Company, postage prepaid, at least ten and not more than forty days prior to such date of redemption, to the registered owners of all Bonds of the Twenty-seventh Series to be so redeemed, at their respective addresses appearing upon the registry books, as more fully provided in the Indenture and said Twenty-third Supplemental Indenture. Notice of redemption having been duly given, the Bonds of the Twenty-seventh Series called for redemption shall become due and payable upon the redemption date and, if the redemption price shall have been deposited with the Trustee, interest thereon shall cease to accrue on and after the redemption date, and whenever the redemption price thereof shall have been deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made, such Bonds of the Twenty-seventh Series shall no longer be entitled to any lien or benefit of the Indenture.

In the event that this Bond of the Twenty-seventh Series shall not be presented for payment when the principal hereof becomes due, either at maturity or otherwise, and the Company shall have on deposit with the Trustee in trust for the purpose, on the date when this Bond of the Twenty-seventh Series is due, funds sufficient to pay the principal of this Bond of the Twenty-seventh Series, together with all interest due hereon to the date of maturity of this Bond of the Twenty-seventh Series, for the use and benefit of the Registered Owner hereof, then all liability of the Company to the Registered Holder of this Bond of the Twenty-seventh Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and the right of such Registered Holder of this Bond of the Twenty-seventh Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and such Registered Holder shall no longer be entitled to any lien or benefit of the Indenture.

In case an event of Default shall occur, the principal of this Bond of the Twenty-seventh Series may become or be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Bond of the Twenty-seventh Series is transferable by the Registered Holder hereof in person or by an attorney duly authorized in writing, at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust), upon surrender and cancellation of this Bond of the Twenty-seventh Series, and upon any such transfer a new registered Bond of the Twenty-seventh Series without coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor and Bonds of this series

may, at the option of the Registered Holder and upon surrender at said office of the Trustee (or any successor in trust), or at said office or agency of the Company, be exchanged for registered Bonds of this series of the same aggregate principal amount of other authorized denominations, all without service charge (except for any stamp tax or other governmental charge).

The Company and the Trustee may deem and treat the person in whose name this Bond of the Twenty-seventh Series is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Bond of the Twenty-seventh Series, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Supplemental Indenture, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor corporation, as such, either directly or through the Company or of 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 of incorporators, stockholders, directors and officers being waived and released by every owner hereof by the acceptance of this Bond of the Twenty-seventh Series and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

This Bond of the Twenty-seventh Series shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, EVERGY METRO, INC. has caused this Bond of the Twenty-seventh Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board, Chief Executive Officer, President or a Vice President, and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

EVERGY METRO, INC.

By _____
Authorized Signature

Dated:

_____

Attest:

_____
Secretary or Assistant Secretary

The form of Trustee's certificate to appear on all Bonds of the Twenty-seventh Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Twenty-seventh Series is one of the Bonds of the series designated therein, described in the within-mentioned Indenture and Twenty-third Supplemental Indenture.

UMB BANK, N.A.,
as Trustee,

By _____
Authorized Signature

SECTION 4. Bonds of the Twenty-seventh Series shall be exchangeable upon surrender thereof at the principal office of the Trustee in Kansas City, Missouri (or at the principal office of any successor in trust) for registered Bonds without coupons of the same aggregate principal amount but of different authorized denomination or denominations, such exchanges to be made without service charge (except for any stamp tax or other governmental charge).

SECTION 5. Until Bonds of the Twenty-seventh Series 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 Twenty-seventh Series in temporary form as provided in Section 2.08 of the Original Indenture.

SECTION 6. Definitive Bonds of the Twenty-seventh Series may be in the form of fully engraved Bonds or Bonds printed or lithographed with steel engraved borders.

ARTICLE III.

ISSUE OF BONDS OF THE TWENTY-SEVENTH SERIES

SECTION 1. The Bonds of the Twenty-seventh Series may be executed, authenticated and delivered from time to time as permitted by the provisions of Article III, IV, V or VI of the Original Indenture.

ARTICLE IV.

THE TRUSTEE

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

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture other than as set forth in the Indenture; and this Supplemental Indenture is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Indenture, including without limitation, and for clarity, all provisions of the Indenture that entitle the Trustee to certain exculpations, protections, rights, privileges, benefits, immunities, limitations of liability and indemnity, as fully to all intents as if the same were herein set forth at length.

ARTICLE V.

MISCELLANEOUS PROVISIONS

SECTION 1. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Indenture, as previously amended and supplemented, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture; and the Original Indenture as previously amended and supplemented and as supplemented by this Supplemental Indenture is in all respects ratified and confirmed; and the Original Indenture, as previously amended and supplemented, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Supplemental Indenture is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of Bonds of the Twenty-seventh Series issued and to be issued under and in respect of this Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bonds of the Twenty-seventh Series issued and to be issued under the Indenture and secured thereby.

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

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

SECTION 5. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall together constitute but one and the same instrument.

SECTION 6. In case any provision in this Supplemental Indenture or the Bonds of the Twenty-seventh Series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 7. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act of 1939, as amended, such required provision shall control.

IN WITNESS WHEREOF, EVERGY METRO, INC. has caused this Supplemental Indenture to be executed by its Chairman of the Board, President or one of its Vice Presidents, duly attested by its Secretary or one of its Assistant Secretaries, and UMB BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents, duly attested by one of its Assistant Secretaries, as of the day and year first above written.

EVERGY METRO, INC.

By /s/ Geoffrey T. Ley
Name: Geoffrey T. Ley
Title: Senior Vice President, Corporate Planning and Treasurer

[Seal]

Attest:

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

UMB BANK, N.A., as trustee

By: /s/ Jason McConnell
Name: Jason McConnell
Title: Vice President

Attest:

/s/ Lara L. Stevens
Secretary or Assistant Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of November, 2026, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Geoffrey T. Ley, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President, Corporate Planning and Treasurer of EVERGY METRO, INC., a Missouri corporation, one of the parties described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Heather A. Humphrey acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

/s/ Nicole A. Wehry
Notary Public
NICOLE A. WEHRY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXIPRES FEBRUARY 4, 2027
JACKSON COUNTY
COMMISSION # 14391200

My commission expires: February 4, 2027

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 16th day of November, 2026, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Jason McConnell, to me personally known, who, being by me duly sworn, did say that he is a Vice President of UMB Bank, N.A., a national banking association organized and existing under the laws of the United States of America, one of the parties described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said association, and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and said Tracy Brown acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

/s/ Casidey L. Clay
Notary Public
CASIDEY L. CLAY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXPIRES JANUARY 28, 2029
COMMISSION # 21098692

My commission expires: 1-28-29

Exhibit 5.1

November 20, 2026

Evergy Metro, Inc.
1200 Main St
Kansas City, Missouri 64105

Re: Evergy Metro, Inc.
RegistrationStatement on Form S-3

Ladies and Gentlemen:

I have served as Senior Vice President, General Counsel and Corporate Secretary of Evergy Metro, Inc., a Missouri corporation (the "Company"), in connection with the issuance and sale by the Company of $300,000,000 aggregate principal amount of 6.000% Mortgage Bonds, Series 2026 due 2036 (the "Bonds"), covered by the Registration Statement on Form S-3 (No. 333-281614-01) (the "Registration Statement") filed on August 16, 2024 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 General Mortgage and Deed of Trust, dated as of December 1, 1986 (the "Indenture"), between the Company and UMB Bank, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as trustee (the "Trustee"). The Bonds were sold by the Company pursuant to the Underwriting Agreement, dated November 16, 2026, among the Company, Citigroup Global Markets Inc., TD Securities (USA) LLC, Truist Securities, 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 Consolidation and the Amended and Restated By-laws of the Company and the resolution of the Board of Directors of the Company relating to the Bonds. 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 the 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 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 Missouri. I am licensed to practice law in the State of Missouri and the foregoing opinion is limited to the laws of the State of Missouri.

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