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 5, 2015

Westar Energy, Inc.
(Exact Name of Registrant as Specified in Charter)

Kansas	**1-3523**	**48-0290150**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

818 South Kansas Avenue **Topeka, Kansas** **(Address of Principal Executive Offices)**	**66612** **(Zip Code)**

Registrant's telephone number, including area code: (785) 575-6300

Not Applicable
(Former name or former address, if changed from last report)

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-11 under the Exchange Act (17 CFR 240.14a-11)

☐ 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))

Item 8.01 Other Events.

Issuance of $550 million of First Mortgage Bonds

On November 13, 2015, we expect to settle the issuance and sale of $250,000,000 in aggregate principal amount of our First Mortgage Bonds, 3.250% Series due 2025 (the "2025 Series Bonds") and $300,000,000 in aggregate principal amount of our First Mortgage Bonds, 4.250% Series due 2045 (the "2045 Series Bonds" and, together with the 2025 Series Bonds, the "Bonds"), pursuant to an underwriting agreement dated November 5, 2015 with BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC as representatives of the several underwriters listed therein, which is filed as Exhibit 1.1 hereto. The 2025 Bonds and the 2045 Bonds will be separate series of securities issued and secured by the Mortgage and Deed of Trust, dated as of July 1, 1939, between us and the Bank of New York Mellon Trust Company, N.A. (as successor to Harris Trust and Savings Bank), as trustee (the "Mortgage"), as amended and supplemented by forty-five indentures supplemental thereto, in addition to the Forty-Second Supplemental (Reopening) Indenture (together, the "Supplemental Indentures" and, together with the Mortgage, the "Amended Mortgage").

We will pay interest on the Bonds on June 1 and December 1 of each year, beginning on June 1, 2016. Interest on the 2025 Series Bonds accrues from and including November 13, 2015 at a rate of 3.250% per year. Interest on the 2045 Series Bonds accrues from and including November 13, 2015 at a rate of 4.250% per year. The 2025 Series Bonds will mature on December 1, 2025. The 2045 Series Bonds will mature on December 1, 2045. Prior to the applicable Par Call Date (as defined below), we may redeem the Bonds, in whole at any time, or in part from time to time, at a redemption price equal to the greater of: (a) 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest on those Bonds to but excluding the redemption date, or (b) as determined by the quotation agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds to be redeemed that would be due if the bonds matured on the applicable Par Call Date (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the adjusted treasury rate plus 15 basis points, in the case of the 2025 Series Bonds, and 20 basis points, in the case of the 2045 Series Bonds, plus accrued and unpaid interest on those Bonds to but excluding the redemption date. On or after the applicable Par Call Date, we may redeem the Bonds at any time in whole, or from time to time in part, at our option, at a redemption price equal to 100% of the principal amount redeemed, plus accrued and unpaid interest on those Bonds to but excluding the redemption date. "Par Call Date" means, in the case of the 2025 Series Bonds, September 1, 2025 and, in the case of the 2045 Series Bonds, June 1, 2045. The Bonds will be secured equally with all other bonds outstanding or hereafter issued under the Mortgage. The Bonds will be issued in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof.

The Bonds are being offered pursuant to a registration statement on Form S-3 (File No. 333-187398) previously filed with the Securities and Exchange Commission on March 20, 2013. The foregoing description of the Bonds and the Amended Mortgage is qualified by reference to the full text of the Amended Mortgage, which is filed as Exhibit 4(a) and Exhibit 4(b) to our Registration Statement No. 33-21739, Exhibit 4(o), Exhibit 4(p) and Exhibit 4(q) to our Annual Report on Form 10-K for the year ended December 1, 1992, Exhibit 4(r) to our Registration Statement No. 33-50069, Exhibit 4(s) to our Annual Report on Form 10-K for the year ended December 31, 1994, Exhibit 4(v) to our Annual Report on Form 10-K for the year ended December 31, 2000, Exhibit 4.1 to our Quarterly Report on Form 10-Q for the period ended March 31, 2002, Exhibits 4.1, 4.2 and 4.3 to our Current Report on Form 8-K filed on January 18, 2005, Exhibit 4.1 to our Current Report on Form 8-K filed on June 30, 2005, Exhibit 4.1 to our Current Report on Form 8-K filed on November 24, 2008, Exhibit 4.1 to our Current Report on Form 8-K filed on February 28, 2012, Exhibit 4.1 to our Current Report on Form 8-K filed on May 16, 2012, Exhibit 4.1 to our Current Report on Form 8-K filed on March 22, 2013, Exhibit 4.1 to our Current Report on Form 8-K filed on August 12, 2013 and Exhibit 4.1 hereto, all of which are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of November 5, 2015, among Westar Energy, Inc. and BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC
4.1	Form of Forty-Fifth Supplemental Indenture, dated as of November 13, 2015, by and between Westar Energy, Inc. and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank
5.1	Opinion of Larry D. Irick regarding the legality of the First Mortgage Bonds
23.1	Consent of Larry D. Irick (contained in Exhibit 5.1)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WESTAR ENERGY, INC.

Date: November 6, 2015

By: /s/ Larry D. Irick
Name: Larry D. Irick
Title: Vice President, General Counsel and Corporate Secretary

INDEX TO EXHIBITS

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Exhibit 1.1

UNDERWRITING AGREEMENT
(First Mortgage Bonds)

November 5, 2015

Westar Energy, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612

Ladies and Gentlemen:

We (the "**Managers**") are acting on behalf of the underwriters (including ourselves) named below (such underwriters being herein called the "**Underwriters**"), and we understand that Westar Energy, Inc., a Kansas corporation (the "**Company**"), proposes to issue and sell (i) $250,000,000 aggregate principal amount of its First Mortgage Bonds, 3.250% Series Due 2025 (the "**2025 Bonds**") and (ii) $300,000,000 aggregate principal amount of its First Mortgage Bonds, 4.250% Series Due 2045 (the "**2045 Bonds**") (collectively, the "**Offered Securities**"). The Offered Securities are to be issued under and secured by the Mortgage and Deed of Trust, dated July 1, 1939, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank, as trustee (the "**Trustee**"), as amended and supplemented by forty-four indentures supplemental thereto, in addition to the Forty-Second Supplemental (Reopening) Indenture (such Mortgage and Deed of Trust, as heretofore amended and supplemented, the "**Mortgage**") and as to be amended and supplemented by an additional supplemental indenture thereto, to be dated as of November 13, 2015 (the "**Forty-Fifth Supplemental Indenture**") (the Mortgage, as amended and supplemented, the "**Amended Mortgage**").

Subject to the terms and conditions and in reliance upon the representations and warranties, terms and conditions set forth or incorporated by reference herein, the Company hereby agrees to sell and each of the Underwriters agrees to purchase from the Company, severally and not jointly, the aggregate principal amount of the Offered Securities set forth below opposite their names at a purchase price of 99.349% as to the 2025 Bonds and 98.719% as to the 2045 Bonds of the principal amount thereof, plus in each case accrued interest, if any, from November 13, 2015 to the date of payment and delivery (each, a "**Purchase Price**").

Underwriter	Principal Amount of 2025 Bonds To Be Purchased
BNY Mellon Capital Markets, LLC	$ 50,000,000
Citigroup Global Markets Inc.	$ 50,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 50,000,000
Wells Fargo Securities, LLC	$ 50,000,000
BNP Paribas Securities Corp.	$ 12,500,000
Regions Securities LLC	$ 12,500,000
Samuel A. Ramirez & Company, Inc.	$ 12,500,000
TD Securities (USA) LLC	$ 12,500,000
Total	$ 250,000,000

Underwriter	Principal Amount of 2045 Bonds To Be Purchased
BNY Mellon Capital Markets, LLC	$ 60,000,000
Citigroup Global Markets Inc.	$ 60,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 60,000,000
Wells Fargo Securities, LLC	$ 60,000,000
Barclays Capital Inc.	$ 15,000,000
J.P. Morgan Securities LLC	$ 15,000,000
Mitsubishi UFJ Securities (USA), Inc.	$ 15,000,000
U.S. Bancorp Investments, Inc.	$ 15,000,000
Total	$ 300,000,000

For purposes of the Underwriting Agreement, Applicable Time means 3:00 p.m. (New York time) on the date hereof.

The Underwriters will pay for the Offered Securities upon delivery thereof at the offices of Davis Polk & Wardwell LLP, 1600 El Camino Real, Menlo Park, California at 10:00 a.m. (New York time) on November 13, 2015, or at such other time, not later than 1:00 p.m. (New York time) on November 13, 2015 as shall be designated in writing by the Underwriters and the Company. The time and date of such payment and delivery are hereinafter referred to as the "**Closing Date**."

The Offered Securities shall have the terms set forth in the Prospectus dated March 20, 2013 and the Prospectus Supplement dated November 5, 2015, including the following:

Terms of Offered Securities

Maturity Date:

2025 Bonds: December 1, 2025

2045 Bonds: December 1, 2045

Interest Rate:

2025 Bonds: 3.250%

2045 Bonds: 4.250%

Redemption Provisions:

2025 Bonds: Prior to September 1, 2025, the Company may, at its option, redeem the 2025 Bonds at any time in whole, or from time to time in part, at a redemption price equal to the greater of (a) 100% of the principal amount of the 2025 Bonds to be redeemed, plus accrued and unpaid interest on those 2025 Bonds to but excluding the redemption date, or (b) as determined by the quotation agent, the sum of the present values of the remaining scheduled payments of principal and interest on the 2025 Bonds to be redeemed that would be due if the 2025 Bonds

matured on September 1, 2025 (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at an adjusted treasury rate plus 15 basis points, plus accrued and unpaid interest on those 2025 Bonds to but excluding the redemption date.

On or after September 1, 2025, the Company may, at its option, redeem the 2025 Bonds at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the 2025 Bonds to be redeemed, plus accrued and unpaid interest on those 2025 Bonds to but excluding the redemption date.

2045 Bonds: Prior to June 1, 2045, the Company may, at its option, redeem the 2045 Bonds at any time in whole, or from time to time in part, at a redemption price equal to the greater of (a) 100% of the principal amount of the 2045 Bonds to be redeemed, plus accrued and unpaid interest on those 2045 Bonds to but excluding the redemption date, or (b) as determined by the quotation agent, the sum of the present values of the remaining scheduled payments of principal and interest on the 2045 Bonds to be redeemed that would be due if the 2045 Bonds matured on June 1, 2045 (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at an adjusted treasury rate plus 20 basis points, plus accrued and unpaid interest on those 2045 Bonds to but excluding the redemption date.

On or after June 1, 2045, the Company may, at its option, redeem the 2045 Bonds at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the 2045 Bonds to be redeemed, plus accrued and unpaid interest on those 2045 Bonds to but excluding the redemption date.

Interest Payment Dates: June 1 and December 1, commencing on June 1, 2016 (Interest accrues from November 13, 2015)

Form and Denomination: Global, $2,000 minimum denomination and integral multiples of $1,000 in excess thereof

Ranking: Senior Secured

Other Terms: As set forth in the Prospectus Supplement

Capitalized terms used above and not defined herein shall have the meanings set forth in the Prospectus and Prospectus Supplement referred to above.

All communications hereunder shall be in writing and effective only upon receipt and (a) if to the Underwriters, shall be delivered, mailed or sent via facsimile in care of BNY Mellon Capital Markets, LLC, 101 Barclay Street, 3rd Floor, New York, New York 10286, facsimile number (212) 815-6403, Attention: Debt Capital Markets; Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, facsimile number (646) 291-1469, Attention: General Counsel; Merrill Lynch, Pierce, Fenner & Smith Incorporated, 50 Rockefeller Plaza, NY1-050-12-01, New York, New York 10020, facsimile number (646) 855-5958, Attention: High Grade Debt Capital Markets Transaction Management/Legal; and Wells Fargo Securities, LLC, 550 South Tryon Street, 5th Floor, Charlotte, North Carolina 28202, facsimile number

(704) 410-0326, Attention: Transaction Management, or (b) if to the Company, shall be delivered, mailed or sent via facsimile to 818 South Kansas Avenue, Topeka, Kansas 66612, facsimile number (785) 575-8136, Attention: General Counsel.

The Company acknowledges and agrees that the Underwriters are each acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Offered Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person and will not claim that the Underwriters are acting in such capacity in connection with the offering of the Offered Securities contemplated hereby. Additionally, none of the Underwriters is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction with respect to the offering of Offered Securities contemplated hereby. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

Except as set forth herein, all provisions contained in the document entitled Westar Energy, Inc. Underwriting Agreement Standard Provisions (Debt Securities, First Mortgage Bonds, Warrants, Purchase Contracts and Units) dated November 5, 2015 (the "**Standard Provisions**"), a copy of which is attached hereto, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein, except that (i) if any term defined in such document is otherwise defined herein, the definition set forth herein shall control, (ii) all references in such document to a type of security that is not an Offered Security shall not be deemed to be a part of this Agreement and (iii) all references in such document to a type of agreement that has not been entered into in connection with the transactions contemplated hereby shall not be deemed to be a part of this Agreement.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

Please confirm your agreement by having an authorized officer sign a copy of this Agreement in the space set forth below.

Very truly yours,

BNY MELLON CAPITAL MARKETS, LLC
CITIGROUP GLOBAL MARKETS INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
WELLS FARGO SECURITIES, LLC

On behalf of themselves and the other Underwriters named herein

By BNY MELLON CAPITAL MARKETS, LLC

By: /s/ Dan Klinger
Name: Dan Klinger
Title: Managing Director

By CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski
Name: Brian D. Bednarski
Title: Managing Director

By MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ David Mikula
Name: David Mikula
Title: Managing Director

By WELLS FARGO SECURITIES, LLC

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

Accepted:

WESTAR ENERGY, INC.

By: /s/ Anthony D. Somma
Name: Anthony D. Somma
Title: Senior Vice President, Chief Financial Officer and Treasurer

TIME OF SALE PROSPECTUS

1. Base Prospectus dated March 20, 2013 relating to the Offered Securities and included in the Registration Statement (File No. 333-187398)

2. The preliminary prospectus supplement dated November 5, 2015 relating to the Offered Securities

3. Final term sheet containing the final terms of the Offered Securities and filed with the Commission under Rule 433, in a form approved by the Managers

WESTAR ENERGY, INC.

UNDERWRITING AGREEMENT

STANDARD PROVISIONS

(DEBT SECURITIES, FIRST MORTGAGE BONDS, WARRANTS, PURCHASE CONTRACTS AND UNITS)

November 5, 2015

From time to time, Westar Energy, Inc., a Kansas corporation (the "**Company**"), may enter into one or more underwriting agreements that provide for the sale of designated securities to the several underwriters named therein. The standard provisions set forth herein may be incorporated by reference in any such underwriting agreement (an "**Underwriting Agreement**"). The Underwriting Agreement, including the provisions incorporated therein by reference, is herein referred to as this Agreement. Terms defined in the Underwriting Agreement are used herein as therein defined.

The Company proposes to issue from time to time (a) its senior debt securities ("**Senior Debt Securities**"), (b) its subordinated debt securities ("**Subordinated Debt Securities**" and with the Senior Debt Securities, the "**Debt Securities**"), (c) its First Mortgage Bonds ("**First Mortgage Bonds**"), (d) warrants ("**Warrants**") and (e) purchase contracts ("**Purchase Contracts**") requiring the holders thereof to purchase or sell (i) securities of an entity unaffiliated with the Company, a basket of such securities, an index or indices of such securities or any combination of the above, (ii) currencies or composite currencies or (iii) commodities. Debt Securities, Purchase Contracts and Warrants or any combination thereof may be offered in the form of Units ("**Units**"). As used herein, the term "**Debt Securities**" includes Purchase Contracts.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement including a prospectus relating to the Debt Securities, First Mortgage Bonds, Warrants, Purchase Contracts and Units (collectively, the "**Securities**") and has filed with, or transmitted for filing to, or shall promptly after the date of the Underwriting Agreement file with or transmit for filing to, the Commission a prospectus supplement (the "**Prospectus Supplement**") pursuant to Rule 424 under the Securities Act of 1933, as amended (the "**Securities Act**"), specifically relating to the Securities offered pursuant to this Agreement (the "**Offered Securities**"). The term "**Registration Statement**" means the registration statement as amended to the date of the Underwriting Agreement including any additional registration statement filed by the Company pursuant to Rule 462(b). The term "**Base Prospectus**" means the prospectus included in the Registration Statement. The term "**Prospectus**" means the Base Prospectus together with the Prospectus Supplement. The term "**preliminary prospectus**" means a preliminary prospectus supplement specifically relating to the Offered Securities, together with the Base Prospectus. The term "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act. The term "**issuer free writing prospectus**" has the meaning set forth in Rule 433 under the Securities Act. The term "**Time of Sale Prospectus**" means the Base Prospectus and preliminary prospectus, if any, together with any additional documents or other information identified in Schedule I to the Underwriting Agreement. As used herein, the terms "Base Prospectus," "Prospectus", "preliminary prospectus" and "Time of Sale Prospectus" shall include in each case the documents, if any, incorporated by reference therein. As used herein, the term "**Applicable Time**" means the time and date set forth in the Underwriting Agreement or such other time as agreed in writing by the Company and the Managers. The terms "**supplement**," "**amendment**" and "**amend**" as used herein shall include all documents deemed to be incorporated by reference in the Prospectus that are filed subsequent to the date of the Base Prospectus by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

1. *Representations and Warranties.* The Company represents and warrants to each of the Underwriters as of the date of the Underwriting Agreement that:

(i) The Registration Statement is an "automatic shelf registration statement" as defined in Rule 405 under the Securities Act and has become effective; the Company has not received any notice from the Commission objecting to the use of the automatic shelf registration form; no stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for such purpose are pending before or threatened by the Commission; the Company is a "well-known seasoned issuer" as defined in Rule 405 under the Securities Act and otherwise meets the requirements for the use of the Registration Statement form.

(ii) Each document filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the rules and regulations of the Commission thereunder.

(iii) Each of the Registration Statement, the Time of Sale Prospectus and the Prospectus comply in all material respects with the Securities Act and the rules and regulations of the Commission. (A) Each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any 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, (B) the Time of Sale Prospectus as of the Applicable Time did not contain or as amended or supplemented, if applicable, as of the Closing Date, will not contain any 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, and (C) the Prospectus as of its date does not contain, or as amended or supplemented, if applicable, as of the Closing Date will not contain any untrue statement of a material fact or omit 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 foregoing representations and warranties in this Section I (iii) do not apply to (A) that part of the Registration Statement which shall constitute the Statement of Eligibility of the Trustee on Form T- 1 (the "**Form T-1**") or (B) statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus or any amendment or supplement thereto based upon information furnished to the Company in writing by any Underwriter through the Managers expressly for use therein.

(iv) The Company has been duly incorporated, and is validly existing, as a corporation in good standing under the laws of the State of Kansas.

(v) The Offered Securities have been duly authorized by the Company and, when executed and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and will be entitled to the benefits of the Amended Mortgage (as defined herein).

(vi) The Company has an authorized and outstanding capitalization as set forth in the Time of Sale Prospectus and the Prospectus.

(vii) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. The Company has not made, used, prepared, authorized, approved or referred to any offer relating to the Offered Securities that would constitute a free writing prospectus other than (a) any written communications furnished in advance to the Managers, to which the Managers shall have the right to reasonably object in writing; (b) an electronic road show, if any, furnished to the Managers before first use; or (c) free writing prospectuses identified on Schedule I to the Underwriting Agreement relating to the Offered Securities, including any term sheet as may be set forth in Schedule II to the Underwriting Agreement relating to the Offered Securities. Any such free writing prospectus as of its issue date complied in all material respects with the requirements of the Securities Act and the rules and regulations thereunder and was filed with the Commission in accordance with the Securities Act (to the extent required pursuant to Rule 433(d) thereunder).

(viii) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Senior Debt Indenture, the Subordinated Debt Indenture, the Amended Mortgage (as defined herein), the Offered Securities, any Warrants, any Purchase Contracts and any Units will not contravene any provision of applicable law or the articles of incorporation or by-laws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its consolidated subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its consolidated subsidiaries, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Senior Debt Indenture, the Subordinated Debt Indenture, the Amended Mortgage, the Offered Securities, except such as may be required by the securities or blue sky laws of the various states in connection with the offer and sale of the Offered Securities.

(ix) Neither the Company nor any of its subsidiaries is (a) in violation of its articles of incorporation or by-laws (or similar organizational documents), (b) in default in the performance or observance of any obligation, covenant or condition contained in any contract or (c) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except in the case of clause (b) or (c), to the extent such violation or default would not have a material adverse effect.

(x) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus (exclusive of any amendments or supplements thereto effected subsequent to the date of this Agreement).

(xi) There are no legal or governmental proceedings pending or threatened to which the Company or any of its consolidated subsidiaries is a party or to which any of the properties of the Company or any of its consolidated subsidiaries is subject that are required to be described in the Registration Statement, the Time of Sale Prospectus or Prospectus and are not so described or any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement, the Time of Sale Prospectus or Prospectus or to be filed or incorporated by reference as exhibits to the Registration Statement that are not described, filed or incorporated as required.

(xii) Each of the Company and its consolidated subsidiaries has all necessary consents, authorizations, approvals, orders, certificates, licenses and permits of and from, and has made all declarations and filings with, all federal, state, local and other governmental authorities, all self-regulatory organizations and all courts and other tribunals, to own, lease, license and use its properties and assets and to conduct its business in the manner described in the Time of Sale Prospectus, except to the extent that the failure to obtain or file would not have a material adverse effect on the Company and its consolidated subsidiaries, taken as a whole.

(xiii) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xiv) The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined in Rule 13a- 15(e) under the Exchange Act); such disclosure controls and procedures are effective.

(xv) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included in the Registration Statement, the Time of Sale Prospectus and the Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Securities Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the Time of Sale 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.

(xvi) Except as set forth in or contemplated in the Time of Sale Prospectus and the Prospectus (exclusive of any amendment or supplement thereto), the Company and the Principal Subsidiary (as defined herein) have not received written notice of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except where such liability would not, individually or in the aggregate, have a material adverse effect on the Company and its consolidated subsidiaries, taken as a whole.

(xvii) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (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 any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xviii) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

2. *Public Offering.* The Company is advised by the Managers that the Underwriters propose to make a public offering of their respective portions of the Offered Securities as soon after this Agreement has been entered into as in the Managers' judgment is advisable. The terms of the public offering of the Offered Securities are set forth in the Time of Sale Prospectus and the Prospectus.

3. *Purchase and Delivery.* Except as otherwise provided in this Section 3 or in the Underwriting Agreement, payment for the Offered Securities shall be made to the Company in Federal or other funds immediately available in New York City at the time and place set forth in the Underwriting Agreement, upon delivery to the Managers for the respective accounts of the several Underwriters of the Offered Securities registered in such names and in such denominations as the Managers shall request in writing not less than one full business day prior to the date of delivery, with any transfer taxes payable in connection with the transfer of the Offered Securities to the Underwriters duly paid.

4. *Conditions to Closing.* Unless waived by the Managers, the several obligations of the Underwriters hereunder are subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the date of the Underwriting Agreement and the Closing Date (as if made on the Closing Date) and the performance by the Company of all the obligations to be performed by it under this Agreement on or prior to the Closing Date and the satisfaction of the following conditions:

(a) Subsequent to the Applicable Time and prior to the Closing Date, 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 the Company or any of the 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.

(b) No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission, and there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, properties or operations of the Company and its consolidated subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus, that, in the judgment of the Managers, is material and adverse and that makes it, in the judgment of the Managers, impracticable or inadvisable to market or deliver the Offered Securities on the terms and in the manner contemplated in the Time of Sale Prospectus; and the Managers shall have received, on the Closing Date, a certificate, dated the Closing Date and signed by either the chief executive officer or chief financial officer of the Company, to the foregoing effect. Such certificate will also provide that the representations and warranties of the Company contained herein are true and correct as of the Closing Date and that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date. The officer making such certificate may rely upon the best of his knowledge as to proceedings threatened.

(c) The Managers shall have received on the Closing Date an opinion of Larry D. Irick, Senior Vice President, General Counsel and Corporate Secretary of the Company (or another lawyer of the Company reasonably satisfactory to the Underwriters), dated the Closing Date, addressed to the Managers to the effect (as applicable) that:

(i) each of the Company and Kansas Gas and Electric Company (the "**Principal Subsidiary**") has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Kansas and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification (except where the failure to so qualify would not have a material adverse effect upon the business or financial condition of the Company and its subsidiaries, as a whole);

(ii) all of the issued shares of capital stock of the Principal Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, and (except for directors' qualifying shares and except as otherwise set forth in the Time of Sale Prospectus and the Prospectus) are owned directly and indirectly by the Company, free and clear of all liens, encumbrances, equities or claims (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company or its subsidiaries, provided that such counsel shall state that he believes that both the Managers and he are justified in relying upon such opinions and certificates);

(iii) the Company has an authorized capitalization as set forth in the Time of Sale Prospectus and the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable;

(iv) each of the indenture dated as of August 1, 1998 (the "**Senior Indenture**") between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee (the "**Senior Debt Trustee**"), the indenture to be dated as of a date indicated in a relevant prospectus supplement (the "**Subordinated Indenture**") between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Subordinated Debt Trustee**"), the Mortgage and Deed of Trust, dated July 1, 1939, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank, as trustee (the "**Mortgage Bond Trustee**"), as amended and supplemented by forty-four supplemental indentures supplemental thereto, in addition to the forty-second supplemental (reopening) indenture (such Mortgage and Deed of Trust, as heretofore amended and supplemented, the "**Mortgage**") and as to be amended and supplemented by the supplemental indenture, to be dated as of a date indicated in a relevant prospectus supplement (the "**Supplemental Indenture**") (the Mortgage, as so amended and supplemented by such supplemental indentures, the "**Amended Mortgage**"), has been duly authorized, executed and delivered by the Company;

(v) assuming the due authorization, execution and delivery by the other parties thereto, the Amended Mortgage constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability;

(vi) the Amended Mortgage has been duly recorded and filed in each place in which such recording or filing is required to protect and preserve the lien of the Amended Mortgage, and all taxes and recording or filing fees required to be paid in connection with the execution, recording or filing of the Amended Mortgage have been duly paid;

(vii) the Company has good and sufficient title to, or a satisfactory easement in, all the real property, and has good and sufficient title to all the personal property described in the Amended Mortgage as owned by it and subject to the lien of the Amended Mortgage, except any which may have been released from the lien thereof pursuant to the provisions thereof, subject only to (a) minor leases and liens of judgments not prior to the lien of the Amended Mortgage, which, in such counsel's opinion, do not interfere with the Company's business, (b) minor defects, irregularities and deficiencies in titles of properties and rights-of-way which, in such counsel's 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 (c) other permitted liens as defined in the Amended Mortgage; subject to the qualifications set forth in this Section 4(c)(vii), the Amended Mortgage constitutes a valid, direct first mortgage lien upon said properties and upon all franchises owned by

the Company, which properties and franchises include all the physical properties and franchises of the Company (other than classes of property expressly excepted in the Amended Mortgage); all physical properties and franchises (other than classes of property expressly excepted in the Amended Mortgage as aforesaid) thereafter acquired by the Company will, upon such acquisition, become subject to the lien thereof, subject, however, to liens permitted thereby and to any liens existing or placed upon such properties at the time of the acquisition thereof by the Company and except as described in the Time of Sale Prospectus and the Prospectus; and the descriptions of all such properties and assets contained in the granting clauses of the Amended Mortgage are correct and adequate for the purposes of the Amended Mortgage;

(viii) the Warrant Agreement, if any, has been duly authorized, executed and delivered by the Company;

(ix) the Unit Agreement, if any, has been duly authorized, executed and delivered by the Company;

(x) the Offered Securities have been duly authorized, executed, and delivered by the Company;

(xi) when the Offered Securities have been duly executed and authenticated in accordance with the provisions of the relevant Senior Indenture, Subordinated Indenture or Amended Mortgage, the Offered Securities will be valid and binding obligations of the Company, enforceable against them in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and will be entitled to the benefits of the relevant Senior Indenture, Subordinated Indenture or Amended Mortgage and to the lien of the Amended Mortgage;

(xii) this Agreement has been duly authorized, executed and delivered by the Company;

(xiii) except as rights to indemnity and contribution under this Agreement may be limited under applicable law, the execution and delivery by the Company of, and the performance by the Company of its obligations under this Agreement, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement and the Unit Agreement will not contravene any provision of the laws of the State of Kansas or any federal law of the United States of America (including laws relating specifically to electric utility companies and the electric utility industry) that in such counsel's experience is normally applicable to general business corporations in relation to transactions of the topic contemplated by this Agreement, or, to the best knowledge of such counsel, of any other state or jurisdiction of the United States, or the articles of incorporation or by-laws (or similar organizational document) of the Company or, to the best knowledge of such counsel, any material agreement or other material instrument binding upon the Company, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement and the Unit Agreement, provided that such counsel need not express an opinion as to federal or state securities or Blue Sky laws, and no consent, approval or authorization of any governmental body or agency under the laws of the State of Kansas or any federal law of the United States of America (except with respect to consents, approvals and authorizations relating specifically to public utility companies or the utilities industry, as to which such counsel is not called upon to express any opinion) that in such counsel's experience is normally applicable to general business corporations in relation to transactions of the topic contemplated by this Agreement, or, to the best knowledge of such counsel, of any other state or jurisdiction of the United States of America or of any foreign jurisdiction is required for the performance by the Company of its obligations under this Agreement, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement, and the Unit Agreement provided that such counsel need not express an opinion as to federal or state securities or Blue Sky laws;

(xiv) each of the Company and the Principal Subsidiary possesses valid franchises, certificates of convenience and authority, licenses and permits authorizing it to carry on the electric utility business in which it is engaged, except in the cases that the failure to possess such franchises, certificates, licenses or permits, individually or in the aggregate, would not be reasonably expected to have a material adverse effect on the Company and its consolidated subsidiaries, taken as a whole, and neither the Company nor the Principal Subsidiary has received any notice of proceedings relating to the revocation or modification of any such franchise, certificate of convenience and authority, license or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a material adverse effect, except as set forth in or contemplated in the Time of Sale Prospectus and the Prospectus;

(xv) the statements (A) in Item 3 of the Company's most recent Annual Report on Form 10-K incorporated by reference in the Time of Sale Prospectus and the Prospectus, (B) in Part II, Item 1 under the caption "Legal Proceedings" of the Company's most recent Quarterly Report on Form 10-Q incorporated by reference in the Time of Sale Prospectus and (C) in the Registration Statement in Item 15, insofar as such statements constitute a summary of the legal matters, documents or proceedings referred to therein, fairly present the information called for with respect to such legal matters, documents and proceedings;

(xvi) such counsel does not know of any legal or governmental proceeding pending or threatened (including, without limitation, proceeding pending before the State Corporation Commission of the State of Kansas ("**KCC**") or Federal Energy Regulatory Commission ("**FERC**")) to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject which is required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and is not so described, or of any contract, other document, public utility law or regulation which is required to be described in the Registration Statement, the Time of Sale Prospectus or Prospectus or to be filed as an exhibit to the Registration Statement which is not described or filed as required;

(xvii) the securities into which the Offered Securities are convertible, initially reserved for issuance upon conversion of the Offered Company Securities (the "**Underlying Securities**"), have been duly authorized and reserved for issuance;

(xviii) when the Underlying Securities are issued upon conversion of the Offered Company Securities in accordance with the terms of the Offered Company Securities, such Underlying Securities will be validly issued, fully paid and non-assessable and will not be subject to any preemptive or other right to subscribe for or purchase such Underlying Securities;

(xix) the Company has complied with K.S.A. 9 66- 125 with respect to the issuance of the Offered Securities. No additional consent, approval, authorization, filing with or order of (a) FERC under the Federal Power Act, (b) the KCC or (c) to the knowledge of the Company, any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained under the Securities Act and the Trust Indenture Act of 1939 (the "**Trust Indenture Act**") and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Time of Sale Prospectus; and

(xx) The statements in the prospectus supplement contained in the Time of Sale Prospectus and the Prospectus under "Description of First Mortgage Bonds," "Description of Senior Notes" or "Description of Subordinated Indebtedness" and in the Base Prospectus under the caption "Description of Debt Securities" as they relate to the Amended Mortgage, the Senior Debt Indenture, the Subordinated Debt Indenture and the Offered Securities, insofar as such statements constitute a summary of the legal matters or documents referred to therein, fairly present the information called for with respect to such legal matters and documents.

Such counsel shall also state that nothing has come to his attention that causes him to believe (1) that the Registration Statement or any amendments thereto, on the date on which it became effective or the date of filing of the most recent subsequent Annual Report on Form 10-K, 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; (2) that the Time of Sale Prospectus (except for the financial statements and other financial or statistical data derived therefrom that are included

or incorporated by reference therein or omitted therefrom, as to which such counsel is not called upon to express any belief), at the Applicable Time or as amended or supplemented, if applicable, as of the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits 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; (3) that the Prospectus (except for the financial statements and other financial or statistical data derived therefrom that are included or incorporated by reference therein or omitted therefrom, as to which such counsel is not called upon to express any belief), at its date or as amended or supplemented, if applicable, at the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make statements therein, in the light of the circumstances under which they were made, not misleading; or (4) that the documents incorporated by reference in the Prospectus (except for the financial statements and other financial or statistical data derived therefrom that are included or incorporated by reference therein or omitted therefrom, as to which such counsel is not called upon to express any belief), as of the dates they were filed with the Commission, 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.

With respect to the preceding paragraph, such counsel may state that he has not been called upon to pass upon, and that he expresses no view regarding, the financial statements or financial schedules or statistical data derived therefrom or other accounting or financial data included in the Registration Statement, the Time of Sale Prospectus or the Prospectus, or the Statement of Eligibility of the Trustee on Form T-1, and that his opinion and belief is based upon his participation in the preparation of the Registration Statement, Time of Sale Prospectus, Prospectus (as amended or supplemented) and the documents incorporated therein by reference and review and discussion of the contents thereof, but is without independent check or verification except as specified.

In expressing his opinion as to questions of the law of jurisdictions other than the State of Kansas and the United States, such counsel may rely to the extent reasonable on such counsel as may be reasonably acceptable to counsel to the Underwriters. In addition, such counsel may reasonably rely as to questions of fact on certificates of responsible officers of the Company.

(d) The Managers shall have received on the Closing Date an opinion of Davis Polk & Wardwell LLP, special counsel for the Company, dated the Closing Date, to the effect that:

(i) The Company is not, and after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Time of Sale Prospectus and the Prospectus will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended;

(ii) assuming the due authorization, execution and delivery by all parties thereto, the Senior Indenture or Subordinated Indenture, as applicable, is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors’ rights generally, concepts of reasonableness and equitable principles of general applicability;

(iii) assuming the due authorization, execution and delivery by all parties thereto, the Warrant Agreement, if any, is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors’ rights generally, concepts of reasonableness and equitable principles of general applicability;

(iv) assuming the due authorization, execution and delivery by all parties thereto, the Unit Agreement, if any, is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors’ rights generally, concepts of reasonableness and equitable principles of general applicability;

(v) except as rights to indemnity and contribution under this Agreement may be limited under applicable law, the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement and the Unit Agreement will not contravene any provision of the laws of the State of New York or any federal law of the United States of America (except with respect to laws relating specifically to public utility companies or the utilities industry, as to which such counsel is not called upon to express any opinion) that in such counsel’s experience is normally applicable to general business corporations in relation to transactions of the type contemplated by this

Agreement, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement and the Unit Agreement, provided that such counsel need not express an opinion as to federal or state securities or Blue Sky laws,

(vi) no consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the laws of the State of New York or any federal law of the United States of America (except with respect to consents, approvals and authorizations relating specifically to public utility companies or the utilities industry, as to which such counsel is not called upon to express any opinion) that in such counsel's experience is normally applicable to general business corporations in relation to transactions of the type contemplated by this Agreement, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement and the Unit Agreement is required for the execution, delivery and performance by the Company of its obligations under this Agreement, the Senior Indenture, the Subordinated Indenture, the Amended Mortgage, the Offered Securities, the Warrant Agreement and the Unit Agreement, except such as may be required under federal or state securities or Blue Sky laws as to which such counsel need not express any opinion; and

Such counsel shall state that it has considered the statements included in the Time of Sale Prospectus and the Prospectus under the caption "Underwriting" and in the Base Prospectus under the caption "Plan of Distribution" insofar as they summarize provisions of this Agreement, the Senior Indenture, the Subordinated Indenture and the Offered Securities. In such counsel's opinion, such statements fairly summarize these provisions in all material respects. The statements included in the Prospectus under the caption "Certain U.S. Federal Income Tax Considerations," insofar as they purport to describe provisions of U.S. federal income tax laws or legal conclusions with respect thereto, fairly and accurately summarize the matters referred to therein in all material respects.

In addition, such counsel shall confirm that it has examined evidence that the Senior Indenture, Subordinated Indenture and Amended Mortgage (as applicable) have been qualified under the Trust Indenture Act. Such counsel shall also state (i) that the Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder and (ii) that nothing has come to the attention of such counsel that causes them to believe that, insofar as relevant to the offering of the Offered Securities, (A) on the date of this Agreement, the Registration Statement 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; (B) at the Applicable Time, the Time of Sale Prospectus 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 (C) the Prospectus as of its date or as amended or supplemented, if applicable, at the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make statements therein, in the light of the circumstances under which they were made, not misleading.

With respect to the preceding paragraph, Davis Polk & Wardwell LLP may state that the primary purpose of its professional engagement is not to establish or confirm factual matters or financial, accounting or quantitative information and that they are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus, or the Statement of Eligibility of the Trustee on Form T-1, and they have not themselves checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents (except to the extent expressly set forth in their opinion letter), and that their opinion and belief is based upon their participation in the preparation of the Registration Statement, Time of Sale Prospectus and Prospectus and any amendments or supplements thereto (but not including documents incorporated therein by reference) and review and discussion of the contents thereof (including documents incorporated therein by reference), but is without independent check or verification except as specified. Such counsel shall not be required to express a view as to the conveyance of the Time of Sale Prospectus or the information contained therein to investors.

(e) The Managers shall have received on the Closing Date an opinion of Hunton & Williams LLP, counsel for the Underwriters, dated the Closing Date, covering the matters requested by and in form and substance reasonably satisfactory to the Managers.

(f) The Managers shall have received at the Applicable Time a letter dated such date and on the Closing Date a letter dated such date, in each case in form and substance satisfactory to the Managers, from Deloitte & Touche LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information reviewed by them contained in or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus and each other firm of

independent accountants, if any, who audited or reviewed financial statements contained in or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to such financial statements and financial information.

(g) The Managers shall have received on the date hereof or on the Closing Date, as applicable, such additional documents as the Managers shall have reasonably requested to confirm compliance with the conditions to Closing listed herein.

5. *Covenants of the Company.* In further consideration of the agreements of the Underwriters herein contained, the Company covenants as follows:

(a) To furnish to the Managers, without charge, a copy of the Registration Statement and two signed copies of any post-effective amendment thereto specifically relating to the Offered Securities (including exhibits thereto and documents incorporated therein by reference) and, during the period mentioned in paragraph (f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated therein by reference and any supplements and amendments thereto as the Managers may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish the Managers with a copy of each such proposed amendment or supplement, and not to make such amendment or supplement that the Managers shall have reasonably objected to in writing.

(c) Before filing, using or referring to any free writing prospectus relating to the Offered Securities, to furnish the Managers a copy of each such free writing prospectus, and not to file, use or refer to any such free writing prospectus that the Managers shall have reasonably objected to in writing.

(d) Not to take any action that would result in an Underwriter being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Offered Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances existing at the time, not misleading, or if any event shall occur as a result of which any free writing prospectus included as part of the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, the Company shall forthwith (1) promptly notify the Managers of such event in writing and (2) prepare and furnish, at its expense, to the Underwriters and to the dealers (whose names and addresses the Managers will furnish to the Company), either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances existing at the time, be misleading or so that any free writing prospectus which is included as part of the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement.

(f) If, during such period after the first date of the public offering of the Offered Securities during which in the opinion of counsel to the Managers the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances existing at the time, not misleading, the Company shall (1) notify the Managers of such event and (2) forthwith prepare and furnish, at its expense, to the Underwriters and to the dealers (whose names and addresses the Managers will furnish to the Company) to which Offered Securities may have been sold by the Managers on behalf of the Underwriters and to any other dealers on request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing at the time, be misleading.

(g) To endeavor to qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such U.S. jurisdictions as the Managers shall reasonably request.

(h) To make generally available to the Company's security holders as soon as practicable an earnings statement covering the twelve month period beginning on the first day of the first fiscal quarter commencing after the date hereof, which shall satisfy the provisions of Section 11 (a) of the Securities Act and the rules and regulations of the Commission thereunder (which may be accomplished by making generally available the Company's financial statements in the manner provided for by Rule 158 of the Securities Act).

(i) The Company will not, without the prior consent of the Managers, offer to sell, sell, contract to sell, pledge, or otherwise dispose of any debt securities, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise)), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction, between the date of the Underwriting Agreement and the Closing Date.

6. *Covenants of the Underwriters.* In further consideration of the agreements of the Company herein contained, each Underwriter severally covenants as follows:

(a) Subject to Section 6(b), not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

(b) Not to use, refer to or distribute any free writing prospectus except:

(i) a free writing prospectus that (a) is not an issuer free writing prospectus and (b) contains only information describing the preliminary terms of the Offered Securities or the offering thereof, which information is limited to the categories of terms referenced on Schedule II to the Underwriting Agreement or otherwise permitted under Rule 134 of the Securities Act;

(ii) a free writing prospectus as shall be agreed in writing with the Company that is not distributed, used or referred to by such Underwriter in a manner reasonably designed to lead to its broad unrestricted dissemination (unless the Company consents in writing to such dissemination); or

(iii) a free writing prospectus identified in Schedule I to the Underwriting Agreement as forming part of the Time of Sale Prospectus (including any customary distribution through the Bloomberg system consisting of the information contained in such free writing prospectus).

7. *Indemnification and Contribution.* The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person, if any, who controls each Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities arising out of, based upon or caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus (as amended or supplemented), any issuer free writing prospectus or the Prospectus (as amended or supplemented), arising out of, based upon or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities arise out of, are based upon or are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished to the Company in writing by such Underwriter through the Managers expressly for use therein.

Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, its directors and officers who have signed the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Managers expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus, the Prospectus or any amendment or supplement thereto.

In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (hereinafter called the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (hereinafter called the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and disbursements of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and, upon advice of counsel the indemnified party concludes that counsel chosen by the indemnifying party to represent the indemnified party would be inappropriate due to actual or potential differing interests between the indemnifying party and indemnified party or (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and disbursements of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and disbursements shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons of the Underwriters, such firm shall be designated in writing by the Managers. In the case of any such separate firm for the Company and such directors, officers and controlling persons of the Company, such firm shall be designated in writing by the Company. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify, to the extent provided in the two immediately preceding paragraphs, the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (y) 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.

If the indemnification provided for in the first or second paragraph of this Section 7 is unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages or liabilities for which indemnification is provided herein, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (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 from the offering of the Offered Securities 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 of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Underwriters shall be deemed to be in the same proportion as the aggregate offering price of Offered Securities bears to the total underwriting discounts and commissions received by the Underwriters in respect thereof, in each case as set forth in the table on the cover page of the Prospectus. The relative fault of the Company and the Underwriters shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or by the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 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 which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. For purposes of this Section 7, each person who controls an Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph and the preceding paragraph. Notwithstanding the

provisions of this Section 7, the Underwriters shall not be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by them and distributed to the public were offered to the public exceeds the amount of any damages which the Underwriters have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. 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 indemnity and contribution agreement contained in this Section 7 and the representations and warranties of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Underwriters, any of their respective officers, directors, employees, agents or any person controlling the Underwriters or by or on behalf of the Company, their respective officers or directors or any other person controlling the Company and (iii) acceptance of and payment for any of the Offered Securities.

8. *Termination*. This Agreement shall be subject to termination in the absolute discretion of the Managers by notice given by the Managers to the Company, if (a) after the Applicable Time and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, the New York Stock Exchange, the American Stock Exchange, or the Financial Industry Regulatory Authority, Inc., (ii) trading of any securities of the Company shall have been suspended on the New York Stock Exchange, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities, or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or any change in financial markets or any calamity or crisis that, in the judgment of the Managers, is material and adverse and (b) in the case of any of the events specified in clauses (a)(i) through (iv), such event, singly or together with any other such event, makes it, in the judgment of the Managers, impracticable or inadvisable to market or deliver the Offered Securities on the terms and in the manner contemplated in the Time of Sale Prospectus and the Prospectus (exclusive of any amendment or supplement thereto) and this Agreement.

The Company will pay and bear all costs and expenses incident to the performance of its obligations under this Agreement, including (a) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits), as originally filed and as amended, the preliminary prospectuses, the Time of Sale Prospectus, any free writing prospectus and the Prospectus and any amendments or supplements thereto, and the cost of furnishing copies thereto to the Underwriters, (b) the preparation, printing and distribution of this Agreement, the Senior Indenture, the Subordinated Indenture, the Warrant Agreement, the Unit Agreement, and the Blue Sky Memorandum, (c) the delivery of the Offered Securities to the Underwriters, (d) the reasonable fees and disbursements of the Company's counsel and accountants, (e) the qualification of the Offered Securities under the applicable state securities or Blue Sky laws in accordance with Section 5, including filing fees and reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with any Blue Sky survey and any legal investment survey, (f) all fees payable to the Financial Industry Regulatory Authority, Inc. in connection with the review, if any, of the offering of the Securities, (g) any fees charged by rating agencies for rating the Offered Securities and (h) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee, in connection with the Senior Indenture, the Subordinated Indenture and the Offered Securities. Except as specifically provided elsewhere herein, the Underwriters will pay all of their own costs and expenses, including without limitation the fees and expenses of their counsel and the expenses of selling presentations.

If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters for all out-of- pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder. This provision shall survive the termination or cancellation of this Agreement.

9. *Defaulting Underwriters.* If on the Closing Date any one or more of the Underwriters shall fail or refuse to purchase Offered Securities that it has or they have agreed to purchase on such date and such failure to purchase shall constitute a default in the performance of its obligations hereunder, and the aggregate amount of Offered Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate amount of the Offered Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the amount of Offered Securities set forth opposite their respective names bears to the aggregate amount of Offered Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Managers may specify, to purchase the Offered Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the amount of Offered Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 9 by

an amount in excess of one-ninth of such amount of Offered Securities without the written consent of such Underwriter. If on the Closing Date any Underwriter or Underwriters shall fail or refuse to purchase Offered Securities and the aggregate amount of Offered Securities with respect to which such default occurs is more than one-tenth of the aggregate amount of Offered Securities to be purchased on such date, and arrangements satisfactory to the Managers and the Company for the purchase of such Offered Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either the Managers 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, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

10. *Counterparts*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

12. *Headings.* The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

13. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 7 hereof, and no other person will have any right or obligation hereunder.

14. *Waiver of Jury Trial.* Each of the parties hereto hereby irrevocably waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or the transactions contemplated hereunder.

WESTAR ENERGY, INC.

TO

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

(as Successor to
HARRIS TRUST AND SAVINGS BANK)

FORTY-FIFTH SUPPLEMENTAL INDENTURE

Dated as of November 13, 2015

First Mortgage Bonds, 3.25% Series due 2025

First Mortgage Bonds, 4.25% Series due 2045

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FORTY-FIFTH SUPPLEMENTAL INDENTURE, dated as of the 13th day of November, Two Thousand and Fifteen, made by and between Westar Energy, Inc., formerly The Kansas Power and Light Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "**Company**"), party of the first part, and The Bank of New York Mellon Trust Company, N.A., a national banking association whose mailing address is 2 North La Salle Street, Chicago, Illinois 60602 (hereinafter called the "**Trustee**"), as Trustee (as successor to Harris Trust and Savings Bank), under the Mortgage and Deed of Trust dated July 1, 1939, hereinafter mentioned, party of the second part;

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

WHEREAS, the Company has heretofore executed and delivered to the Trustee Forty-Four Supplemental Indentures, in addition to the Forty-Second Supplemental (Reopening) Indenture, supplemental to said Original Indenture, of which Forty-Three provided for the issuance thereunder of series of the Company's First Mortgage Bonds, and there is set forth below information with respect to such Supplemental Indentures as have provided for the issuance of Bonds, and the principal amount of Bonds which remain outstanding as of November 13, 2015:

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Supplemental Indenture	July 1, 1939	3-1/2% Series Due 1969	$26,500,000	None
Second Supplemental Indenture	April 1, 1949	2-7/8% Series Due 1979	10,000,000	None
Fourth Supplemental Indenture	October 1, 1949	2-3/4% Series Due 1979	6,500,000	None
Fifth Supplemental Indenture	December 1, 1949	2-3/4% Series Due 1984	32,500,000	None
Seventh Supplemental Indenture	December 1, 1951	3-1/4% Series Due 1981	5,250,000	None
Eighth Supplemental Indenture	May 1, 1952	3-1/4% Series Due 1982	4,750,000	None
Ninth Supplemental Indenture	October 1, 1954	3-1/8% Series Due 1984	8,000,000	None
Tenth Supplemental Indenture	September 1, 1961	4-3/4% Series Due 1991	13,000,000	None

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Eleventh Supplemental Indenture	April 1, 1969	7-5/8% Series Due 1999	19,000,000	None
Twelfth Supplemental Indenture	September 1, 1970	8-3/4% Series Due 2000	20,000,000	None
Thirteenth Supplemental Indenture	February 1, 1975	8-5/8% Series Due 2005	35,000,000	None
Fourteenth Supplemental Indenture	May 1, 1976	8-5/8% Series Due 2006	45,000,000	None
Fifteenth Supplemental Indenture	April 1, 1977	5.90% Pollution Control Series Due 2007	32,000,000	None
Sixteenth Supplemental Indenture	June 1, 1977	8-1/8% Series Due 2007	30,000,000	None
Seventeenth Supplemental Indenture	February 1, 1978	8-3/4% Series Due 2008	35,000,000	None
Eighteenth Supplemental Indenture	January 1, 1979	6-3/4% Pollution Control Series Due 2009	45,000,000	None
Nineteenth Supplemental Indenture	May 1, 1980	8-1/4% Pollution Control Series Due 1983	45,000,000	None
Twentieth Supplemental Indenture	November 1, 1981	16.95% Series Due 1988	25,000,000	None
Twenty-First Supplemental Indenture	April 1, 1982	15% Series Due 1992	60,000,000	None
Twenty-Second Supplemental Indenture	February 1, 1983	9-5/8% Pollution Control Series Due 2013	58,500,000	None
Twenty-Third Supplemental Indenture	July 1, 1986	8-1/4% Series Due 1996	60,000,000	None
Twenty-Fourth Supplemental Indenture	March 1, 1987	8-5/8% Series Due 2020	50,000,000	None
Twenty-Fifth Supplemental Indenture	October 15, 1988	9.35% Series Due 1998	75,000,000	None
Twenty-Sixth Supplemental Indenture	February 15, 1990	8-7/8% Series Due 2000	75,000,000	None
Twenty-Seventh Supplemental Indenture	March 12, 1992	7.46% Demand Series	370,000,000	None
Twenty-Eighth Supplemental Indenture	July 1, 1992	7-1/4% Series Due 1999	125,000,000	None
		8-1/2% Series Due 2022	125,000,000	None

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Twenty-Ninth Supplemental Indenture	August 20, 1992	7-1/4% Series Due 2002	100,000,000	None
Thirtieth Supplemental Indenture	February 1, 1993	6% Pollution Control Revenue Refunding Series Due 2033	58,500,000	None
Thirty-First Supplemental Indenture	April 15, 1993	7.65% Series Due 2023	100,000,000	None
Thirty-Second Supplemental Indenture	April 15, 1994	7-1/2% Series Pollution Control Revenue Refunding Due 2032	75,500,000	75,500,000
Thirty-Third Supplemental Indenture	August 11, 1997	6-7/8% Convertible Series Due 2004	370,000,000	None
		7-1/8% Convertible Series Due 2009	150,000,000	None
Thirty-Fourth Supplemental Indenture	June 28, 2000	9-1/2% Series Due 2003	397,800,000	None
Thirty-Fifth Supplemental Indenture	May 10, 2002	7-7/8% Series Due 2007	365,000,000	None
Thirty-Sixth Supplemental Indenture	June 1, 2004	5.00% Series Pollution Control Refunding Revenue Due 2033	58,340,000	None
Thirty-Seventh Supplemental Indenture	June 17, 2004	6.00% Series Due 2014	250,000,000	None
Thirty-Eighth Supplemental Indenture	January 18, 2005	5.15% Series Due 2017	125,000,000	125,000,000
		5.95% Series Due 2035	125,000,000	125,000,000
Thirty-Ninth Supplemental Indenture	June 30, 2005	5.10% Series Due 2020	250,000,000	250,000,000
		5.875% Series Due 2036	150,000,000	150,000,000
Fortieth Supplemental Indenture	May 15, 2007	6.10% Series Due 2047	150,000,000	None
Forty-First Supplemental Indenture	November 25, 2008	8.625% Series Due 2018	300,000,000	None*
Forty-Second Supplemental Indenture	March 1, 2012	4.125% Series Due 2042	250,000,000	250,000,000

* Upon issuance of the Bonds of the 4.25% Series due 2045 pursuant to this Supplemental Indenture, the 8.625% First Mortgage Bonds Series due 2018 will be retired and will no longer be outstanding under the Indenture.

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Forty-Second Supplemental (Reopening) Indenture	May 17, 2012	4.125% Series Due 2042	300,000,000	300,000,000
Forty-Third Supplemental Indenture	March 28, 2013	4.10% Series Due 2043	430,000,000	430,000,000
Forty-Fourth Supplemental Indenture	August 19, 2013	4.625% Series Due 2043	250,000,000	250,000,000

; and

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

WHEREAS, the Company desires by this Forty-Fifth Supplemental Indenture (hereinafter referred to as this "**Supplemental Indenture**") to supplement the Original Indenture and to provide for the creation of two new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 3.25% Series due 2025" (hereinafter called "**Bonds of the 3.25% Series due 2025**") and "First Mortgage Bonds, 4.25% Series due 2045" (hereinafter called "**Bonds of the 4.25% Series due 2045**"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided by the execution of an appropriate supplemental indenture; and

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

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That, in consideration of the premises and of the mutual covenants herein contained and of the sum of One Dollar duly paid by the Company to the Trustee at or before the time of the execution of these presents, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Original Indenture as amended by all

indentures supplemental thereto (hereinafter sometimes collectively called the "**Indenture**") according to their tenor, purpose and effect, and to declare certain terms and conditions upon and subject to which Bonds are to be issued and secured, the Company has executed and delivered this Supplemental Indenture, and by these presents grants, bargains, sells, warrants, aliens, releases, conveys, assigns, transfers, mortgages, pledges, sets over and ratifies and confirms unto The Bank of New York Mellon Trust Company, N.A., as Trustee, and to its successors in trust under the Indenture forever, all and singular the following described properties (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof), that is to say:

FIRST.

All and singular the lands, real estate, chattels real, easements, servitudes, and leaseholds of the Company, or which, subject to the provisions of Article XII of the Original Indenture, the Company may hereafter acquire, including, among other things, the existing property described in Appendix A hereto under the caption "First," which description is hereby incorporated herein by reference and made a part hereof as if fully set forth herein, together with all improvements of any type located thereon.

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

SECOND.

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

THIRD.

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

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

FOURTH.

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

FIFTH.

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

SIXTH.

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

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

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

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

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

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

ARTICLE I
DESCRIPTION OF BONDS OF THE 3.25% SERIES DUE 2025

Section 1. *General Description of Bonds of the 3.25% Series due 2025.* The Bonds of the 3.25% Series due 2025 to be executed, authenticated and delivered under and secured by the Original Indenture shall be designated as “First Mortgage Bonds, 3.25% Series due 2025” of the Company. The Bonds of the 3.25% Series due 2025 shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the 3.25% Series due 2025 shall mature on December 1, 2025 and shall bear interest at the rate of three and one-quarter percent (3.25%) per annum payable semi-annually on the first day of June and December in each year, commencing June 1, 2016. Every Bond of the 3.25% Series due 2025 shall be

dated the date of authentication of such Bond except that, notwithstanding the provisions of Section 6 of Article II of the Original Indenture, if any Bond of the 3.25% Series due 2025 shall be authenticated at any time subsequent to the record date (as hereinafter in this Section defined) for any interest payment date but prior to the day following such interest payment date, it shall be dated as of the day following such interest payment date, *provided*, *however*, if at the time of authentication of any Bond of the 3.25% Series due 2025 interest shall be in default on any Bonds of the 3.25% Series due 2025, such Bond shall be dated as of the day following the interest payment date to which interest has previously been paid in full or made available for payment in full on outstanding Bonds of the 3.25% Series due 2025, as the case may be, or, if no interest has been paid or made available for payment, as of the date of initial authentication and delivery of such Bond. Every Bond of the 3.25% Series due 2025 shall bear interest from the June 1 or December 1 immediately preceding the date thereof, unless such Bond shall be dated prior to June 1, 2016, in which case it shall bear interest from November 13, 2015.

The person in whose name any Bond of the 3.25% Series due 2025 is registered at the close of business on any record date with regard to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon the transfer or exchange thereof subsequent to such record date and prior to the day following such interest payment date, unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered on the date of payment of such defaulted interest. The term "**record date**" as used in this Section with regard to any June 1 and December 1 interest payment date shall mean the close of business on the immediately preceding May 15 and November 15, respectively, or if such day is not a business day, the business day immediately preceding such day. The Bonds of the 3.25% Series due 2025 shall be payable as to principal, premium, if any, and interest, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the agency of the Company in the City of Chicago, Illinois, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, *provided* that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

Section 2. *Denominations of Bonds of the 3.25% Series due 2025 and Privilege of Exchange.* The Bonds of the 3.25% Series due 2025 shall be registered bonds without coupons of the minimum denominations of $2,000 and of any integral multiples of $1,000 in excess thereof, numbered consecutively from R-1. Bonds of the 3.25% Series due 2025 may each be interchanged for other Bonds within the same Series in authorized denominations and in the same aggregate principal amounts, without charge, except for any tax or governmental charge imposed in connection with such interchange.

Section 3. *Form of Bonds of the 3.25% Series due 2025.* The Bonds of the 3.25% Series due 2025, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[*Form of Bond appears on following page*]

[FORM OF LEGEND FOR GLOBAL SECURITY]

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

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

CUSIP 95709TAL4

WESTAR ENERGY, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 3.25% Series due 2025

DUE DECEMBER 1, 2025

No. R-1 $250,000,000.00

WESTAR ENERGY, INC., a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "**Company**", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO. or registered assigns, on the first day of December 2025, the principal sum of TWO-HUNDRED FIFTY MILLION DOLLARS ($250,000,000.00) in any coin or currency of the United States of America which at the time of payment is legal

tender for public and private debts, and to pay interest thereon in like coin or currency from the first day of June and December immediately preceding the date of this Bond, unless such Bond shall be dated prior to June 1, 2016, in which case from November 13, 2015 at the rate of three and one-quarter percent (3.25%) per annum, payable semi-annually, on June 1 and December 1 of each year, commencing June 1, 2016, until maturity, or, if this Bond shall be duly called for redemption or submitted for repurchase, until the redemption date or repurchase date, as the case may be, or, if the Company shall default in the payment of the principal or premium hereof, until the Company's obligation with respect to the payment of such principal or premium shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any June 1 or December 1 interest payment date as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the immediately preceding May 15 and November 15, respectively, or if such day is not a business day, the business day immediately preceding such day (the "**record date**"), unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered on the date of payment of such defaulted interest. Principal of, premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois in immediately available funds, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, provided that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "**Bonds**"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally and ratably secured by a Mortgage and Deed of Trust, dated July 1, 1939 (the "**Original Mortgage**"), executed by the Company to The Bank of New York Mellon Trust Company, N.A. (herein called the "**Trustee**"), as Trustee (as successor to Harris Trust and Savings Bank), as amended by indentures supplemental thereto including the Forty-Fifth indenture supplemental thereto dated as of November 13 , 2015 (herein called the "**Supplemental Indenture**"), between the Company and the Trustee (said Original Mortgage, as so amended, being herein called the "**Indenture**"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 3.25% Series due 2025" (herein called "**Bonds of the 3.25% Series due 2025**") of the Company, issued under and secured by the Indenture executed by the Company to the Trustee. Additional Bonds of the 3.25% Series due 2025 may be issued, at the option of the Company, without the consent of any holder of the Bonds of the 3.25% Series due 2025, at any time and from time to time in unlimited aggregate principal amount.

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

This Bond is subject to redemption by the Company, at its option, on or after September 1, 2025 at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the Bond to be redeemed, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date.

This Bond is subject to redemption by the Company prior to September 1, 2025 at any time in whole, or from time to time in part, at a price equal to the greater of: (a) 100% of the principal amount of the Bond to be redeemed, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date, or (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bond to be redeemed that would be due if the Bond matured on September 1, 2025 (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus fifteen (15) basis points, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date, in each of cases (a) and (b) as provided in the Supplemental Indenture.

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

The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

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

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

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

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

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of this Bond (assuming, for this purpose, that this Bond matured on September 1, 2025) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Bond (assuming, for this purpose, that this Bond matured on September 1, 2025).

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

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

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

"**Reference Treasury Dealer**" means each of (1) Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, unless either of them ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), in which case the Company shall substitute another Primary Treasury Dealer; and (2) any two other Primary Treasury Dealers selected by the Company.

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

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

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

The Company or a successor entity may deliver to the Trustee in substitution for any Bonds of the 3.25% Series due 2025, mortgage bonds or other similar instruments as set forth in the Indenture.

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

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

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

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

Dated:

WESTAR ENERGY, INC.

By _____
Anthony D. Somma
Senior Vice President, Chief
Financial Officer and Treasurer

Attest:

_____
Larry D. Irick
Vice President, General Counsel and
Corporate Secretary

[SIGNATURE PAGE TO GLOBAL NOTE]

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds, of the series designated herein, described in the within-mentioned Mortgage and Deed of Trust dated July 1, 1939 and Supplemental Indenture dated as of November , 2015.

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

By _____
Authorized Signatory

[TRUSTEE'S CERTIFICATE TO GLOBAL NOTE]

Section 4. *Execution and Form of Temporary Bonds of the 3.25% Series due 2025*. Until Bonds of the 3.25% Series due 2025 in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of the 3.25% Series due 2025 in temporary form, as provided in Section 9 of Article II of the Original Indenture.

ARTICLE II
ISSUE OF BONDS OF THE 3.25% SERIES DUE 2025

Section 1. *Limitation as to Principal Amount of Bonds of the 3.25% Series due 2025*. The total principal amount of Bonds of the 3.25% Series due 2025 which may be authenticated and delivered hereunder is not limited except as the Original Indenture and this Supplemental Indenture limit the principal amount of Bonds which may be issued thereunder.

Section 2. *Execution and Delivery of Bonds of the 3.25% Series due 2025*. Bonds of the 3.25% Series due 2025 for the aggregate principal amount of $250,000,000 may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

Section 3. *Additional Bonds of the 3.25% Series due 2025.* The Bonds of the 3.25% Series due 2025 need not be issued at the same time. Subject to the limitations of the Original Indenture and this Supplemental Indenture with respect to the principal amount of Bonds which may be issued thereunder, the Company may, from time to time, at its option and without the consent of any holder of the Bonds of the 3.25% Series due 2025, reopen the 3.25% Series due 2025 for issuance of additional Bonds of the 3.25% Series due 2025 (such Bonds, "**Additional Bonds**"); *provided* that if the Additional Bonds are not fungible with the previously issued Bonds of the 3.25% Series due 2025 for United States federal income tax purposes, the Additional Bonds will have a separate CUSIP number, and further *provided* that Additional Bonds shall rank *pari passu* with any outstanding Bonds of the 3.25% Series due 2025, shall be consolidated with and treated as a single series with the outstanding Bonds of the 3.25% Series due 2025 for all purposes, and shall have terms and conditions identical to those of the other outstanding Bonds of the 3.25% Series due 2025, except that Additional Bonds may differ with respect to:

(i) the date of issuance;

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

(iii) the first interest payment date;

(iv) the issue price; and

(v) any adjustments necessary in order to conform to and ensure compliance with the Securities Act of 1933 (or other applicable securities laws), which are not adverse in any material respect to the holder of any outstanding Bonds of the 3.25% Series due 2025.

Additional Bonds of the 3.25% Series due 2025 executed by the Company and delivered to the Trustee shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

ARTICLE III
REDEMPTION AND SUBSTITUTION OF BONDS OF THE 3.25% SERIES DUE 2025

Section 1. *Optional Redemption of Bonds of the 3.25% Series due 2025*.

(1) *Optional Redemption of Bonds of the 3.25% Series due 2025.* Prior to September 1, 2025, the Company may, at its option, redeem the Bonds of the 3.25% Series due 2025 at any time in whole, or from time to time in part, after giving the required notice under subsection (2) of this Article III, Section 1, at a redemption price equal to the greater of: (a) 100% of the principal amount of the Bonds of the 3.25% Series due 2025 to be redeemed, plus accrued and unpaid interest on Bonds of the 3.25% Series due 2025 to be redeemed to but excluding the redemption date or (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the 3.25% Series due 2025 to be redeemed that would be due if such Bonds matured on September 1, 2025 (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus fifteen (15) basis points, plus accrued and unpaid interest on those Bonds of the 3.25% Series due 2025 to be redeemed to but excluding the redemption date.

On or after September 1, 2025, the Company may, at its option, redeem the Bonds of the 3.25% Series due 2025 at any time in whole, or from time to time in part, after giving the required notice under subsection (2) of this Article III, Section 1, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest on the Bonds to be redeemed to but excluding the redemption date.

The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Bonds of the 3.25% Series due 2025 or portions of the Bonds of the 3.25% Series due 2025 called for redemption.

(2) *Notice of Redemption.* Subject to the provisions of Article V of the Original Indenture, in the case of redeeming all or any portion of the Bonds of the 3.25% Series due 2025, the Company shall cause notice of redemption to be given (1) at least thirty days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds of the 3.25% Series due 2025 at their addresses as the same shall appear on the transfer register of the Company; and (2) stating, among other things, the redemption price (or if not then ascertainable, the manner of calculation thereof) and date.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company. If any of these events fail to occur and are not waived by the Company, the Company will be under no obligation to redeem the Bonds of the 3.25% Series due 2025 or pay the holders thereof any redemption proceeds and the Company's failure to so redeem the Bonds of the 3.25% Series due 2025 will not be considered a default or event of default under the Indenture. In the event that any of these conditions fail to occur or are not waived by the Company, the Company will promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Bonds of the 3.25% Series due 2025 will not be redeemed.

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

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

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Bonds of the 3.25% Series due 2025 (assuming, for this purpose, that the Bonds of the 3.25% Series due 2025 matured on September 1, 2025) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds of the 3.25% Series due 2025 (assuming, for this purpose, that the Bonds of the 3.25% Series due 2025 matured on September 1, 2025).

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

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

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

"**Reference Treasury Dealer**" means each of (1) Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, unless either of them ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), in which case the Company shall substitute another Primary Treasury Dealer; and (2) any two other Primary Treasury Dealers selected by the Company.

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

In connection with any redemption of the Bonds of the 3.25% Series due 2025 occurring prior to September 1, 2025, the Company shall give the Trustee notice of the redemption price promptly after the calculation thereof and the Trustee shall not be responsible for such calculation.

Section 2. *Substitution of Bonds of the 3.25% Series due 2025.* The Company may deliver to the Trustee in substitution for any Bonds of the 3.25% Series due 2025, mortgage bonds or other similar secured instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest and having the same interest payment dates and same redemption provisions as the Bonds of the 3.25% Series due 2025 and which are otherwise substantially similar to the Bonds of the 3.25% Series due 2025 (such substituted bonds hereinafter being referred to in this Article III, Section 2 as the "**3.25% Series due 2025 Substituted Mortgage Bonds**"). The 3.25% Series due 2025 Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) a letter from Moody's (as hereinafter defined), dated within ten

days prior to the date of delivery of the 3.25% Series due 2025 Substituted Mortgage Bonds, stating that its rating of the 3.25% Series due 2025 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 3.25% Series due 2025, (ii) a letter from S&P (as hereinafter defined), dated within ten days prior to the date of delivery of the 3.25% Series due 2025 Substituted Mortgage Bonds, stating that its rating to the 3.25% Series due 2025 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 3.25% Series due 2025, (iii) a letter from Fitch (as hereinafter defined), dated within ten days prior to the date of delivery of the 3.25% Series due 2025 Substituted Mortgage Bonds, stating that its rating to the 3.25% Series due 2025 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 3.25% Series due 2025, (iv) an opinion of counsel, which may be counsel to the Company or any successor entity, that such substitution will not result in the recognition of capital gain or loss for U.S. federal income tax purposes to the holders of the Bonds of the 3.25% Series due 2025, (v) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the 3.25% Series due 2025 Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (vi) such other certificates and documents with respect to the issuance and delivery of the 3.25% Series due 2025 Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request.

"**Fitch**" means Fitch Ratings, which is part of the Fitch Group, a jointly-owned subsidiary of Fimalac, S.A. and Hearst Corporation, its successors and their assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Company.

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

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

ARTICLE IV

DESCRIPTION OF BONDS OF THE 4.25% SERIES DUE 2045

Section 1. *General Description of Bonds of the 4.25% Series due 2045.* The Bonds of the 4.25% Series due 2045 to be executed, authenticated and delivered under and secured by the Original Indenture shall be designated as "First Mortgage Bonds, 4.25% Series due 2045" of the Company. The Bonds of the 4.25% Series due 2045 shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the 4.25% Series due 2045 shall mature on December 1, 2045 and shall bear interest at the rate of four and one-quarter percent (4.25%) per annum payable semi-annually on the first day of June and December in each year, commencing June 1, 2016. Every Bond of the 4.25% Series due 2045 shall be dated the date of authentication of such Bond except that, notwithstanding the provisions of Section 6 of Article II of the Original Indenture, if any Bond of the 4.25% Series due 2045 shall be authenticated at any time subsequent to the record date (as hereinafter in this Section defined) for any interest payment date but prior to the day following such interest payment date, it shall be dated as of the day following such interest payment date, *provided*, *however*, if at the time of authentication of any Bond of the 4.25% Series due 2045 interest shall be in default on any Bonds of the 4.25% Series due 2045, such Bond shall be dated as of the day following the interest payment date to which interest has previously been paid in full or made available for payment in full on outstanding Bonds of the 4.25% Series due 2045, as the case may be, or, if no interest has been paid or made available for payment, as of the date of initial authentication and delivery of such Bond. Every Bond of the 4.25% Series due 2045 shall bear interest from the June 1 or December 1 immediately preceding the date thereof, unless such Bond shall be dated prior to June 1, 2016, in which case it shall bear interest from November 13, 2015.

The person in whose name any Bond of the 4.25% Series due 2045 is registered at the close of business on any record date with regard to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon the transfer or exchange thereof subsequent to such record date and prior to the day following such interest payment date, unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered on the date of payment of such defaulted interest. The term "**record date**" as used in this Section with regard to any June 1 and December 1 interest payment date shall mean the close of business on the immediately preceding May 15

and November 15, respectively, or if such day is not a business day, the business day immediately preceding such day. The Bonds of the 4.25% Series due 2045 shall be payable as to principal, premium, if any, and interest, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the agency of the Company in the City of Chicago, Illinois, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, provided that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

Section 2. *Denominations of Bonds of the 4.25% Series due 2045 and Privilege of Exchange.* The Bonds of the 4.25% Series due 2045 shall be registered bonds without coupons of the minimum denominations of $2,000 and of any integral multiples of $1,000 in excess thereof, numbered consecutively from R-1. Bonds of the 4.25% Series due 2045 may each be interchanged for other Bonds within the same Series in authorized denominations and in the same aggregate principal amounts, without charge, except for any tax or governmental charge imposed in connection with such interchange.

Section 3. *Form of Bonds of the 4.25% Series due 2045.* The Bonds of the 4.25% Series due 2045, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[*Form of Bond appears on following page*]

[FORM OF LEGEND FOR GLOBAL SECURITY]

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

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

CUSIP 95709TAM2

WESTAR ENERGY, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 4.25% Series due 2045

DUE DECEMBER 1, 2045

No. R-1 $300,000,000.00

WESTAR ENERGY, INC., a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "**Company**", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO. or registered assigns, on the first day of December 2045, the principal sum of THREE HUNDRED MILLION DOLLARS ($300,000,000.00) in any coin or currency of the United States of America which at the time of payment is legal tender for

public and private debts, and to pay interest thereon in like coin or currency from the first day of June and December immediately preceding the date of this Bond, unless such Bond shall be dated prior to June 1, 2016, in which case from November 13, 2015 at the rate of four and one-quarter percent (4.25%) per annum, payable semi-annually, on June 1 and December 1 of each year, commencing June 1, 2016, until maturity, or, if this Bond shall be duly called for redemption or submitted for repurchase, until the redemption date or repurchase date, as the case may be, or, if the Company shall default in the payment of the principal or premium hereof, until the Company's obligation with respect to the payment of such principal or premium shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any June 1 or December 1 interest payment date as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the immediately preceding May 15 and November 15, respectively, or if such day is not a business day, the business day immediately preceding such day (the "**record date**"), unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered on the date of payment of such defaulted interest. Principal of, premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois in immediately available funds, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, provided that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "**Bonds**"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally and ratably secured by a Mortgage and Deed of Trust, dated July 1, 1939 (the "**Original Mortgage**"), executed by the Company to The Bank of New York Mellon Trust Company, N.A. (herein called the "**Trustee**"), as Trustee (as successor to Harris Trust and Savings Bank), as amended by indentures supplemental thereto including the Forty-Fifth indenture supplemental thereto dated as of November 13 , 2015 (herein called the "**Supplemental Indenture**"), between the Company and the Trustee (said Original Mortgage, as so amended, being herein called the "**Indenture**"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 4.25% Series due 2045" (herein called "**Bonds of the 4.25% Series due 2045**") of the Company, issued under and secured by the Indenture executed by the Company to the Trustee. Additional Bonds of the 4.25% Series due 2045 may be issued, at the option of the Company, without the consent of any holder of the Bonds of the 4.25% Series due 2045, at any time and from time to time in unlimited aggregate principal amount.

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

This Bond is subject to redemption by the Company, at its option, on or after June 1, 2045 at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the Bond to be redeemed, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date.

This Bond is subject to redemption by the Company prior to June 1, 2045 at any time in whole, or from time to time in part, at a price equal to the greater of: (a) 100% of the principal amount of the Bond to be redeemed, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date, or (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bond to be redeemed that would be due if the Bond matured on June 1, 2045 (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus twenty (20) basis points, plus accrued and unpaid interest on the principal amount of the Bond to be redeemed to but excluding the redemption date, in each of cases (a) and (b) as provided in the Supplemental Indenture.

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

The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

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

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

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

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

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of this Bond (assuming, for this purpose, that this Bond matured on June 1, 2045) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Bond (assuming, for this purpose, that this Bond matured on June 1, 2045).

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

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

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

"**Reference Treasury Dealer**" means each of (1) Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, unless either of them ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), in which case the Company shall substitute another Primary Treasury Dealer; and (2) any two other Primary Treasury Dealers selected by the Company.

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

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

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

The Company or a successor entity may deliver to the Trustee in substitution for any Bonds of the 4.25% Series due 2045, mortgage bonds or other similar instruments as set forth in the Indenture.

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

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

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

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

Dated:

WESTAR ENERGY, INC.

By _____
Anthony D. Somma
Senior Vice President, Chief Financial Officer and Treasurer

Attest:

_____
Larry D. Irick
Vice President, General Counsel and Corporate Secretary

[SIGNATURE PAGE TO GLOBAL NOTE]

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds, of the series designated herein, described in the within-mentioned Mortgage and Deed of Trust dated July 1, 1939 and Supplemental Indenture dated as of November , 2015.

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

By _____
Authorized Signatory

[TRUSTEE'S CERTIFICATE TO GLOBAL NOTE]

Section 4. *Execution and Form of Temporary Bonds of the 4.25% Series due 2045*. Until Bonds of the 4.25% Series due 2045 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 4.25% Series due 2045 in temporary form, as provided in Section 9 of Article II of the Original Indenture.

ARTICLE V
ISSUE OF BONDS OF THE 4.25% SERIES DUE 2045

Section 1. *Limitation as to Principal Amount of Bonds of the 4.25% Series due 2045*. The total principal amount of Bonds of the 4.25% Series due 2045 which may be authenticated and delivered hereunder is not limited except as the Original Indenture and this Supplemental Indenture limit the principal amount of Bonds which may be issued thereunder.

Section 2. *Execution and Delivery of Bonds of the 4.25% Series due 2045*. Bonds of the 4.25% Series due 2045 for the aggregate principal amount of $300,000,000 may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

Section 3. *Additional Bonds of the 4.25% Series due 2045.* The Bonds of the 4.25% Series due 2045 need not be issued at the same time. Subject to the limitations of the Original Indenture and this Supplemental Indenture with respect to the principal amount of Bonds which may be issued thereunder, the Company may, from time to time, at its option and without the consent of any holder of the Bonds of the 4.25% Series due 2045, reopen the 4.25% Series due 2045 for issuance of additional Bonds of the 4.25% Series due 2045 (such Bonds, "**Additional Bonds**"); *provided* that if the Additional Bonds are not fungible with the previously issued Bonds of the 4.25% Series due 2045 for United States federal income tax purposes, the Additional Bonds will have a separate CUSIP number, and further *provided* that Additional Bonds shall rank *pari passu* with any outstanding Bonds of the 4.25% Series due 2045, shall be consolidated with and treated as a single series with the outstanding Bonds of the 4.25% Series due 2045 for all purposes, and shall have terms and conditions identical to those of the other outstanding Bonds of the 4.25% Series due 2045, except that Additional Bonds may differ with respect to:

(i) the date of issuance;

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

(iii) the first interest payment date;

(iv) the issue price; and

(v) any adjustments necessary in order to conform to and ensure compliance with the Securities Act of 1933 (or other applicable securities laws), which are not adverse in any material respect to the holder of any outstanding Bonds of the 4.25% Series due 2045.

Additional Bonds of the 4.25% Series due 2045 executed by the Company and delivered to the Trustee shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

ARTICLE VI
REDEMPTION AND SUBSTITUTION OF BONDS OF THE 4.25% SERIES DUE 2045

Section 1. *Optional Redemption of Bonds of the 4.25% Series due 2045.*

(1) *Optional Redemption of Bonds of the 4.25% Series due 2045.* Prior to June 1, 2045, the Company may, at its option, redeem the Bonds of the 4.25% Series due 2045 at any time in whole, or from time to time in part, after giving the required notice under subsection (2) of this Article VI, Section 1, at a redemption price equal to the greater of: (a) 100% of the principal amount of the Bonds of the 4.25% Series due 2045 to be redeemed, plus accrued and unpaid interest on Bonds of the 4.25% Series due 2045 to be redeemed to but excluding the redemption date or (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of the 4.25% Series due 2045 to be redeemed that would be due if the Bonds matured on June 1, 2045 (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus twenty (20) basis points, plus accrued and unpaid interest on those Bonds of the 4.25% Series due 2045 to be redeemed to but excluding the redemption date.

On or after June 1, 2045, the Company may, at its option, redeem the Bonds of the 4.25% Series due 2045 at any time in whole, or from time to time in part, after giving the required notice under subsection (2) of this Article VI, Section 1, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest on the Bonds to be redeemed to but excluding the redemption date.

The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Bonds of the 4.25% Series due 2045 or portions of the Bonds of the 4.25% Series due 2045 called for redemption.

(2) *Notice of Redemption.* Subject to the provisions of Article V of the Original Indenture, in the case of redeeming all or any portion of the Bonds of the 4.25% Series due 2045, the Company shall cause notice of redemption to be given (1) at least thirty days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds of the 4.25% Series due 2045 at their addresses as the same shall appear on the transfer register of the Company; and (2) stating, among other things, the redemption price (or, if not then ascertainable the manner of calculation thereof) and date.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company. If any of these events fail to occur and are not waived by the Company, the Company will be under no obligation to redeem the Bonds of the 4.25% Series due 2045 or pay the holders thereof any redemption proceeds and the Company's failure to so redeem the Bonds of the 4.25% Series due 2045 will not be considered a default or event of default under the Indenture. In the event that any of these conditions fail to occur or are not waived by the Company, the Company will promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Bonds of the 4.25% Series due 2045 will not be redeemed.

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

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

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Bonds of the 4.25% Series due 2045 (assuming, for this purpose, that the Bonds of the 4.25% Series due 2045 matured on June 1, 2045) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds of the 4.25% Series due 2045 (assuming, for this purpose, that the Bonds of the 4.25% Series due 2045 matured on June 1, 2045).

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

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

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

"**Reference Treasury Dealer**" means each of (1) Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, unless either of them ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), in which case the Company shall substitute another Primary Treasury Dealer; and (2) any two other Primary Treasury Dealers selected by the Company.

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

In connection with any redemption of the Bonds of the 4.25% Series due 2045 occurring prior to June 1, 2045, the Company shall give the Trustee notice of the redemption price promptly after the calculation thereof and the Trustee shall not be responsible for such calculation.

Section 2. *Substitution of Bonds of the 4.25% Series due 2045.* The Company may deliver to the Trustee in substitution for any Bonds of the 4.25% Series due 2045, mortgage bonds or other similar secured instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest and having the same interest payment dates and same redemption provisions as the Bonds of the 4.25% Series due 2045 and which are otherwise substantially similar to the Bonds of the 4.25% Series due 2045 (such substituted bonds hereinafter being referred to in this Article VI, Section 2 as the "**4.25% Series due 2045 Substituted Mortgage Bonds**"). The 4.25% Series due 2045 Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) a letter from Moody's (as hereinafter defined),

dated within ten days prior to the date of delivery of the 4.25% Series due 2045 Substituted Mortgage Bonds, stating that its rating of the 4.25% Series due 2045 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 4.25% Series due 2045, (ii) a letter from S&P (as hereinafter defined), dated within ten days prior to the date of delivery of the 4.25% Series due 2045 Substituted Mortgage Bonds, stating that its rating to the 4.25% Series due 2045 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 4.25% Series due 2045, (iii) a letter from Fitch (as hereinafter defined), dated within ten days prior to the date of delivery of the 4.25% Series due 2045 Substituted Mortgage Bonds, stating that its rating to the 4.25% Series due 2045 Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 4.25% Series due 2045, (iv) an opinion of counsel, which may be counsel to the Company or any successor entity, that such substitution will not result in the recognition of capital gain or loss for U.S. federal income tax purposes to the holders of the Bonds of the 4.25% Series due 2045, (v) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the 4.25% Series due 2045 Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (vi) such other certificates and documents with respect to the issuance and delivery of the 4.25% Series due 2045 Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request.

"**Fitch**" means Fitch Ratings, which is part of the Fitch Group, a jointly-owned subsidiary of Fimalac, S.A. and Hearst Corporation, its successors and their assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Company.

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

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

ARTICLE VII
ADDITIONAL COVENANTS

The Company hereby covenants, warrants and agrees:

Section 1. *Title to Mortgaged Property.* That the Company is lawfully seized and possessed of all of the mortgaged property described in the granting clauses of this Supplemental Indenture; that it has good, right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of the 3.25% Series due 2025 and Bonds of the 4.25% Series due 2045 and at the date of issuance of any Additional Bonds, as applicable, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Original Indenture, the Thirty-Second Supplemental Indenture, the Thirty-Seventh Supplemental Indenture, the Thirty-Eighth Supplemental Indenture, the Thirty-Ninth Supplemental Indenture, the Forty-First Supplemental Indenture, the Forty-Second Supplemental Indenture, the Forty-Second Supplemental (Reopening) Indenture, the Forty-Third Supplemental Indenture, the Forty-Fourth Supplemental Indenture and this Supplemental Indenture.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The balance remaining after the deduction of the total amount computed pursuant to Subsection (b) from the total amount computed pursuant to Subsection (a) shall constitute the "net earnings of the Company available for interest," *provided* that not more than fifteen percent (15%) of the net earnings of the Company available for interest may consist of the aggregate of (1) net non-operating income, (2) net earnings from mortgaged property other than property of the character of property additions and (3) net earnings from property not subject to the lien of this Indenture.

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

(D) In case the Company shall have acquired any acquired plant or systems or shall have been consolidated or merged with any other corporation, within or after the particular

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

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

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

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

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

Section 2. *Facsimile Signatures.* All of the Bonds of the 3.25% Series due 2025 and Bonds of the 4.25% Series due 2045 and of any series initially issued after the initial issuance of Bonds of the 3.25% Series due 2025 and Bonds of the 4.25% Series due 2045 shall, from time to time, be executed on behalf of the Company by its Chairman of the Board, Chief Executive Officer, President or one of its Vice Presidents whose signature, notwithstanding the provisions of Section 12 of Article II of the Original Indenture, may be by facsimile, and its corporate seal (which may be in facsimile) shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries whose signature, notwithstanding the provisions of the aforesaid Section 12, may be by facsimile.

In case any of the officers who have signed or sealed any of the Bonds of the 3.25% Series due 2025 or Bonds of the 4.25% Series due 2045 or of any series initially issued after the initial issuance of Bonds of the 3.25% Series due 2025 or Bonds of the 4.25% Series due 2045 manually or by facsimile shall cease to be such officers of the Company before such Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the Company, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who so signed or sealed such Bonds had not ceased to be such officer or officers of the Company; and also any such Bonds may be signed or sealed by manual or facsimile signature on behalf of the Company by such persons as at the actual date of the execution of any of such Bonds shall be the proper officers of the Company, although at the nominal date of any such Bond any such person shall not have been such officer of the Company.

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

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

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

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

"(c) in case any bondable property is being acquired by the Company with the proceeds of, or otherwise in connection with, such release, an engineer's certificate, dated the date of such release, as to the fair value to the Company, as of the date not more than 90 days prior to the date of such release, of the bondable property being so acquired (and if within six months prior to the date of acquisition by the Company of the bondable property being so acquired, such bondable property has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and the fair value to the Company of such bondable

property, as set forth in such certificate, is not less than $25,000 and not less than 1% of the aggregate principal amount of Bonds at the time outstanding, such certificate shall be an independent appraiser's certificate);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. *Issuance of Variable Rate Bonds*. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to clarify the ability of the Company to issue variable rate bonds under the Original Indenture, notwithstanding any provision of the Original Indenture to the contrary. The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

Section 6. *Substitution of Bonds.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to amend the Original Indenture as may be necessary in order to permit the Company to deliver to the Trustee in substitution for any bonds issued under the Original Indenture (except Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, which are subject to Article III, Section 2 hereof and Article VI, Section 2 hereof, respectively), mortgage bonds or other similar instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest as the original bonds (such substituted bonds hereinafter being referred to as the "**Substituted Mortgage Bonds**"). The Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) if the original bonds were rated by Moody's, a letter from Moody's, dated within ten days prior to the date of delivery of the Substituted Mortgage Bonds, stating that its rating of the Substituted Mortgage Bonds is at least equal to its then current rating on the original bonds, (ii) if the original bonds were rated by S&P, a letter from S&P, dated within ten days prior to the date of delivery of the Substituted Mortgage Bonds, stating that its rating to

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

Section 7. *Addition of a Governing Law Clause.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025 or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to amend the Original Indenture to add the following new section:

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

Section 8. *Event of Default for Failure to Pay Final Judgments in Excess of $100,000.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to amend the Original Indenture to delete Article IX, Section 1(j). The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

Section 9. *Net Earnings Test in Connection with Property Acquisitions.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to amend the Original Indenture to delete Article IV, Section 14(b) and reserves the right to further amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 9.

Section 10. *Addition of Nuclear Fuel.* The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to amend the Original Indenture to (i) add Nuclear Fuel to the definition of "**Property Additions**"; *provided* that there shall be no restrictions under the Original Indenture on the application of any controls, liens, regulations, easements, restrictions, exceptions or reservations by any governmental authority on the Nuclear Fuel, (ii) to allow the Company to at any time, unless the Company is in default in the payment of the interest on any of the bonds then outstanding or there is an ongoing event of default without any release or consent by, or report to, the Trustee, sell or otherwise dispose of, free from the lien of the Original Indenture, any Nuclear Fuel which shall have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use in the operations of the Company upon the replacement or substitution of such Nuclear Fuel with other Nuclear Fuel of at least equal value and subject to the lien of the Original Indenture and (iii) to further amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 10.

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

Section 11. *Modernization of the Original Indenture*. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 3.25% Series due 2025, or Bonds of the 4.25% Series due 2045, or of any subsequent series of bonds, to amend the Original Indenture to:

(i) Eliminate maintenance and improvement fund requirements;

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

WESTAR ENERGY, INC.

By: _____
Anthony D. Somma
Senior Vice President,
Chief Financial Officer and Treasurer

ATTEST:

By: _____
Larry D. Irick,
Vice President,
General Counsel and Corporate Secretary

Executed, sealed and delivered by WESTAR ENERGY, INC. in the presence of:

By: _____

By: _____

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

By: _____
R. Tarnas, Vice President

ATTEST:

By: _____
Lawrence M. Kusch, Vice President

Executed, sealed and delivered by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. in the presence of:

By: _____

By: _____

STATE OF KANSAS)
: ss.:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this day of November, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Anthony D. Somma and Larry D. Irick, of Westar Energy, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public
My Commission Expires

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

BE IT REMEMBERED, that on this day of November, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came R. Tarnas and Lawrence M. Kusch, of The Bank of New York Mellon Trust Company, N.A., a national banking association, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

Notary Public
My Commission Expires

STATE OF KANSAS)
: ss.:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this day of November, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Anthony D. Somma, and Larry D. Irick, of Westar Energy, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who are personally known to me to be such officers, being by me respectively duly sworn, did each say that the said Anthony D. Somma is Senior Vice President, Chief Financial Officer and Treasurer and that the said Larry D. Irick is Vice President, General Counsel and Corporate Secretary of said corporation, that the consideration of and for the foregoing instrument was actual and adequate, that the same was made and given in good faith, for the uses and purposes therein set forth and without any intent to hinder, delay, or defraud creditors or purchasers.

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

Notary Public

My Commission Expires

APPENDIX A

to

FORTY-FIFTH SUPPLEMENTAL INDENTURE

Dated as of November 13, 2015

Westar Energy, Inc.

to

The Bank of New York Mellon Trust Company, N.A.

(as successor to
Harris Trust and Savings Bank)

DESCRIPTION OF PROPERTIES
LOCATED IN THE STATE OF KANSAS

FIRST

PARCELS OF REAL ESTATE

ATCHISON COUNTY

Lots 11 and 12 and the North 28 feet of Lot 10, in Block BB in South Atchison, an Addition to the City of Atchison, Atchison County, Kansas; AND

Lot 13, in Block BB in South Atchison, an Addition to the City of Atchison, Atchison County, Kansas; AND

Lots 14 and 15, in Block BB in South Atchison, an Addition to the City of Atchison, Atchison County, Kansas; AND

Lot 16, in Block BB in South Atchison, an Addition to the City of Atchison, Atchison County, Kansas;

DOUGLAS COUNTY

A portion pf that certain parcel of land described in deed recorded February 20, 2014 in the Office of the Douglas County Register of Deeds in Book 1111, page 973, situated in the E ½ SE ¼ of 19-12-19 of the 6th P.M., Douglas County, Kansas, described as follows:

Commencing at the SE corner of said SE ¼; thence on an assumed bearing of S 87°22'23" W, coincident with the South line of said SE ¼, a distance of 799.92 feet measured, (800 feet record), to the SW corner of that certain parcel of land described in deed recorded November 18, 1998 in the Office of the Douglas County Register of Deeds in Book 628, page 1044 and the point of beginning; thence continuing S 87°22'23" W, coincident with the South line of said SE ¼, a distance of 100.01 feet thence N 01°45'47" W, being 100.00 feet West of and parallel with the West line of said parcel described in Book 628, page 1044 a distance of 799.88 feet to the Westerly prolongation of the North line of said parcel in Book 628, page 1044; thence N 87°22'23" E, coincident with said prolongated line, a distance of 100.01 feet to the Northwest corner of said parcel described in Book 628, page 1044; thence S 01°45'47" E, coincident with the West line if said parcel described in Book 628, page 1044, a distance of 799.88 feet measured, (800 feet record), to the point of beginning;

GEARY COUNTY

The NE ¼ of Section 29, Township 12, Range 6 East of the 6th P.M., Geary County, Kansas; AND

The SE ¼ of Section 29, Township 12, Range 6 East of the 6th P.M., Geary County, Kansas;

LYON COUNTY

The East Half of Section 27, Township 18 South, Range 12 East of the 6th P.M., Lyon County, Kansas; AND

The Southwest Quarter of Section 26, Township 18 South, Range 12 East of the 6th P.M., Lyon County, Kansas; AND

The Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 27, Township 18 South, Range 12 East of the 6th P.M., Lyon County, Kansas;

SHAWNEE COUNTY

A part of the SW ¼ of Section 31, Township 11 South, Range 17 East of the 6th P.M., described as follows: Beginning at a point on the North line of said SW ¼ which is 1476 feet East of the NW corner of said ¼ Section; thence South 441.3 feet; thence N 56°40' W, 132.3 feet; thence N 15°4' W 239.7 feet; thence N 59° 24' W, 128.1 feet; thence N 73.3 feet to the North line is said ¼ Section; thence E 284.5 feet to the place of beginning, all in Shawnee County, Kansas; AND

Lot 2, Block A, Frito Lay Subdivision No. 2, City of Topeka, Shawnee County, Kansas;

WABAUNSEE COUNTY

A tract of land in the NW ¼ of Section 24, Township 12 South, Range 12 east of the 6th P.M., Wabaunsee County, Kansas, described as follows: Beginning at the SW corner of the NW ¼ of said Section 24; thence N 00°32'08" E 250.00 feet along the West line of the NW ¼ of said Section 24; thence S 89°19'21" E 225.00 feet; thence S 00°32'08" W 250.00 feet to the South line of the NW ¼ of said Section 24; thence N 89°19'21" W 225.00 feet to the point of beginning.

OPINION OF LARRY D. IRICK

November 06, 2015

Westar Energy, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612

Ladies and Gentlemen:

I am the General Counsel of Westar Energy, Inc., a Kansas corporation (the "**Company**") and in this regard, I have acted as counsel for the Company in connection with the issuance by the Company pursuant to the Underwriting Agreement dated November 05, 2015 (the "**Underwriting Agreement**"), among the Company and BNY Mellon Capital Markets, LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner and Smith Incorporated and Wells Fargo Securities, LLC (the "**Representatives**") as representatives of the several Underwriters listed therein (the "**Underwriters**"), of $250,000,000 aggregate principal amount of its First Mortgage Bonds, 3.250% Series due 2025 (the "**2025 Series Bonds**") and $300,000,000 aggregate principal amount of its First Mortgage Bonds, 4.250% Series due 2045 (the "**2045 Series Bonds**" and, together with the 2025 Series Bonds, the "**Bonds**"). The Bonds are to be issued under and secured by the Mortgage and Deed of Trust, dated July 1, 1939, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank, as trustee (the "**Trustee**"), as amended and supplemented by forty-four supplemental indentures supplemental thereto, in addition to the forty-second supplemental (reopening) indenture, and as to be amended and supplemented by a forty-fifth supplemental indenture thereto, dated as of November 13, 2015 (together, the "**Amended Mortgage**").

I, as your counsel, have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments, certified or otherwise identified to my satisfaction, as I have deemed necessary or advisable for the purpose of rendering this opinion.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, I advise you that, in my opinion, the Bonds have been duly authorized in accordance with the Amended Mortgage, and, when executed and authenticated in accordance with the provisions of the Amended Mortgage and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that I express no opinion as to the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Bonds to the extent determined to constitute unearned interest.

I am a member of the Bar of the State of Kansas and the foregoing opinion is limited to the laws of the State of Kansas (except state securities or blue sky laws).

I hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Company's registration statement on Form S-3 (File No. 333-187398) and further consent to the reference to my name under the caption "Legal Matters" in the prospectus supplement which is a part of the Registration Statement. In giving this consent, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Larry D. Irick
Larry D. Irick