

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549
 FORM S-3
 REGISTRATION STATEMENT
 under
 THE SECURITIES ACT OF 1933

WESTERN RESOURCES, INC.
 (Exact name of Registrant as specified in its charter)

Kansas 48-0290150
 (State or other jurisdiction of (I.R.S. Employer Identification No.)
 incorporation or organization)

818 South Kansas Avenue
 Topeka, Kansas 66612
 (785) 575-6300

(Address, including zip code, and telephone number, including area code, of
 Registrant's principal executive offices)

William B. Moore
 Executive Vice President,
 Chief Financial Officer and Treasurer
 Western Resources, Inc.
 818 South Kansas Avenue
 Topeka, Kansas 66612
 (785) 575-6300

(Name, address, including zip code, and telephone number,
 including area code, of agent for service)

Copies of all communications to:

Richard D. Terrill, Esq.
 Executive Vice President
 General Counsel and Corporate Secretary
 Western Resources, Inc.
 818 South Kansas Avenue
 Topeka, Kansas 6612
 (785) 575-6300

Gary W. Wolf, Esq.
 Cahill Gordon & Reindel
 80 Pine Street
 New York, New York 10005
 (212) 701-3000

Approximate date of commencement of proposed sale to public: From time to time
 after this Registration Statement becomes effective when warranted by market
 conditions and other factors.

If the only securities being registered on this form are being offered pursuant
 to dividend or interest reinvestment plans, check the following box.

If any of the securities being registered on this form are to be offered on a
 delayed or continuous basis pursuant to Rule 415 under the Securities Act of
 1933, other than securities offered only in connection with dividend or interest
 reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant
 to Rule 462(b) under the Securities Act, please check the following box and list
 the Securities Act registration statement number of the earlier effective
 registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under
 the Securities Act, check the following box and list the Securities Act
 registration statement number of the earlier effective registration statement
 for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under
 the Securities Act, check the following box and list the Securities Act
 registration statement number of the earlier effective registration statement
 for the same offering.

If the delivery of the prospectus is expected to be made pursuant to Rule 434,
 please check the following box.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Security (1)	Proposed Maximum Aggregate Price (1)	Amount of Registration Fee
First Mortgage Bonds.....	\$500,000,000	100%	\$500,000,000	\$132,000

(1) Estimated solely for purposes of computing the registration fee in

accordance with Rule 457(o) under the Securities Act of 1933, as amended.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS Subject to Completion, dated April 28, 2000

\$500,000,000

Western Resources, Inc.

First Mortgage Bonds

We may offer from time to time our first mortgage bonds (which we refer to as the "Securities"), which may be offered separately or together in one or more series, up to an aggregate public offering price of \$500,000,000. The Securities will be offered at individual prices and on terms to be determined in light of market conditions at the time of the offering.

The specific terms of the Securities in respect of which this prospectus is being delivered will be set forth in one or more prospectus supplements.

We are a Kansas corporation organized in 1924. Our principal executive offices are located at 818 South Kansas Avenue, Topeka, Kansas 66612, and our telephone number is (785) 575-6300.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2000 .

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The Exchange Act file number for our SEC filings is 1-3523. You may read and copy any document we file at the following SEC public reference rooms:

Judiciary Plaza 450 Fifth Street, N.W. Room 1024 Washington, D.C. 20549	500 West Madison Street 14th Floor Chicago, Illinois 60661	7 World Trade Center Suite 1300 New York, New York 10048
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You may obtain information on the operation of the public reference room in Washington, D.C. by calling the SEC at 1-800-SEC-0330.

We file information electronically with the SEC. Our SEC filings are available from the SEC's Internet site at <http://www.sec.gov>, which contains reports, proxy and information statements, and other information regarding issuers that file electronically. We maintain an Internet site at <http://www.wr.com>, which also contains the documents we file electronically with the SEC.

Our annual, quarterly and special reports, proxy statements and other information may also be inspected at the office of the New York Stock Exchange, 20 Broad Street, New York, New York 10005, on which certain of our securities are traded.

The SEC allows us to "incorporate by reference" certain documents we file with it, which means that we can disclose important information to you by referring you to those documents. The information in the documents incorporated by reference is considered a part of this prospectus, and information in the documents that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings we will make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

- o our Annual Report on Form 10-K for the year ended December 31, 1999, as amended by an amendment on Form 10-K/A dated and filed on April 3, 2000

We will provide a copy of the documents we incorporate by reference, at no cost, to any person who receives this prospectus, including any beneficial owner. To request a copy of any or all of these documents, you should write or telephone us at the following address and telephone number:

Western Resources, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612
Attention: Investor Relations
Telephone No.: (785) 575-6300

FORWARD-LOOKING STATEMENTS

This document includes and incorporates "forward-looking statements" intended to qualify for the safe harbors from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified by the context of the statement and will include words such as we "believe," "anticipate," "expect" or words of similar import. Similarly, statements that describe our future plans, objectives or goals are also forward-looking statements. Such statements address future events and conditions concerning capital expenditures, earnings, litigation, rate and other regulatory matters, the outcome of Protection One accounting issues reviewed by the SEC staff as disclosed in previous filings, possible corporate restructurings, mergers, acquisitions, dispositions, liquidity and capital resources, compliance with debt covenants, interest and dividends, the impact of Protection One's financial condition on our consolidated results, environmental matters, changing weather, nuclear operations, ability to enter new markets successfully and capitalize on growth opportunities in nonregulated businesses, events in foreign markets in which investments have been made, accounting matters, and the overall economy of our service area. What happens in each case could vary materially from what we expect because of such things as electric utility deregulation, including ongoing municipal, state and federal activities; future economic conditions; legislative and regulatory developments; our regulatory and competitive markets; and other circumstances affecting anticipated operations, sales and costs.

THE COMPANY AND ITS SUBSIDIARIES

Western Resources, Inc. is a publicly-traded consumer services company, incorporated in 1924. Our primary business activities are providing electric generation, transmission and distribution services to approximately 628,000 customers in Kansas and providing monitored services to approximately 1.6 million customers in North America, the United Kingdom and continental Europe. Rate regulated electric service is provided by KPL, a division of the company, and Kansas Gas and Electric Company (KGE), a wholly-owned subsidiary. Monitored services in North America are provided by Protection One, Inc. (Protection One), a publicly traded, approximately 85%-owned subsidiary. Monitored services in the United Kingdom and continental Europe are provided by subsidiaries of Westar Capital, Inc. (Westar Capital), a wholly owned subsidiary. KGE owns 47% of Wolf Creek Nuclear Operating Corporation, the operating company for Wolf Creek Generating Station. In addition, through our 45% ownership interest in ONEOK, Inc. (ONEOK), natural gas transmission and distribution services are provided to approximately 1.4 million customers in Oklahoma and Kansas. Our investments in Protection One and ONEOK are owned by Westar Capital.

On March 28, 2000, our board of directors approved the separation of our regulated electric utility businesses and our non-electric utility businesses. The separation is currently expected to be effected through an exchange offer to be made to our shareholders in the third quarter of 2000. The exchange ratio will be described in materials furnished to shareholders upon commencement of the exchange offer. The impact on our financial position and operating results cannot be known until the exchange ratio is determined. We expect to complete the separation in the fourth quarter of 2000, but no assurance can be given that the separation will be completed. For further information, see our Current Report on Form 8-K filed with the SEC on March 29, 2000.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratios of earnings from continuing operations to fixed charges for each of the periods indicated:

	1995	Year Ended December 31,			19993
	----	1996	19971	19982	-----
	----	----	-----	-----	-----
Ratio of earnings from continuing operations to fixed charges	2.41x	2.16x	4.31x	1.21x	.88x

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- 1 During 1997, we sold our Tyco International Ltd. stock investment and realized a pre-tax gain of \$864 million.
- 2 During 1998, we recorded a non-cash pre-tax expense of \$98.9 million to exit the international power development business.
- 3 Our earnings in 1999 were \$45.1 million less than our fixed charges. During 1999, we recorded a non-cash pre-tax expense of \$76.2 million to recognize the impairment of marketable securities. Please see the other information about our results that

USE OF PROCEEDS

The proceeds from the sale of the Securities will be used to pay off indebtedness and for general corporate purposes, including capital investments. Please see our discussion of Liquidity and Capital Resources in our Annual Report on Form 10-K for the year ended December 31, 1999 (as amended) for more details on our financing needs. We will provide further information concerning the use of proceeds of the Securities in the prospectus supplement relating to them. The balance of funds required for these purposes is expected to be obtained principally from internal cash generation and the issuance of other debt or equity securities.

DESCRIPTION OF NEW BONDS

The first mortgage bonds are to be issued under and secured by the Mortgage and Deed of Trust, dated July 1, 1939, between Western Resources, Inc. and Harris Trust and Savings Bank, as Trustee (the "Trustee"), as supplemented and amended by thirty-three supplemental indentures and as to be supplemented and amended by a new supplemental indenture or indentures providing for the series of first mortgage bonds to which this Prospectus relates (the original mortgage as so supplemented and amended we will refer to as the "Mortgage" in the following discussion). We will refer to the first mortgage bonds we plan to issue pursuant to the Registration Statement of which this Prospectus is a part as the "New Bonds" and to all the first mortgage bonds issued or issuable under the Mortgage as the "Bonds." The Mortgage has been filed as an exhibit to the Registration Statement of which this Prospectus is a part.

What follows is a brief summary of certain provisions contained in the Mortgage.

General

The New Bonds will be issued only in the form of registered bonds without coupons in denominations of \$1,000 and multiples thereof. The New Bonds will be issued in the form of one or more fully registered global certificates representing the aggregate principal amount of the New Bonds and will be deposited with The Depository Trust Company ("DTC"). See "Book-Entry Securities."

The prospectus supplement for each series of New Bonds will set forth the issue date, maturity date, interest rate and interest payment dates applicable to such series.

Subject to certain exceptions provided in the Mortgage, interest is payable at either the office of the Trustee in Chicago, Illinois, or of the Paying Agent, Harris Trust and Savings Bank, New York, New York, to the persons in whose names the New Bonds are registered at the close of business on the tenth day prior to the interest payment date (the "Record Date") or, at our option, may be paid by checks mailed to those persons at their registered addresses. Principal of the New Bonds is to be payable at either of our agencies.

There will be no improvement or maintenance fund for the New Bonds. The applicable prospectus supplement will set forth any sinking fund provided for a particular series of New Bonds.

Redemption Provisions

The prospectus supplement for each series of New Bonds will set forth the redemption provisions, if any, of the New Bonds.

Issuance of Additional Bonds

Additional Bonds ranking equally with the Bonds of other series then outstanding may be issued having dates, maturities, interest rates, redemption prices and other terms as may be determined by our board of directors. Additional Bonds may be issued in principal amounts not exceeding the sum of:

- (1) 60% (so long as Bonds issued prior to January 1, 1997 remain outstanding, and thereafter 70%) of the net bondable value of property additions not subject to an unfunded prior lien;
- (2) the principal amount of Bonds retired or to be retired (except out of trust moneys); and
- (3) the amount of cash deposited with the Trustee for such purpose, which may thereafter be withdrawn upon the same basis that additional Bonds are issuable under (1) or (2) above.

Additional Bonds may not be issued on the basis of property additions subject to an unfunded prior lien. (Mortgage, Article III; Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First and Thirty-Second Supplemental Indentures, Article V.)

As of March 31, 2000, we had approximately \$386.9 million of net bondable property additions not subject to unfunded prior liens enabling us to issue approximately \$232.1 million principal amount of additional Bonds on such date. As of March 31, 2000, we may also issue up to approximately \$200.0 million of additional Bonds on the basis of Bonds which have been retired. The New Bonds may be issued against the principal amount of Bonds retired or to be retired.

In addition to the restrictions discussed above, so long as Bonds issued prior to January 1, 1997 remain outstanding, additional Bonds may not be issued unless our unconsolidated net earnings available for interest, depreciation and property retirements for a period of any 12 consecutive months during the period of 15 calendar months immediately preceding the first day of the month in which the application for authentication and delivery of additional Bonds is made shall have been not less than the greater of two times the annual interest charges on, or 10% of the principal amount of, all Bonds then outstanding, all additional Bonds then applied for, all outstanding prior lien bonds and all prior lien bonds, if any, then being applied for. Bonds cancelled at or prior to the time application is made for the issuance of New Bonds are not deemed to be outstanding for purposes of calculating interest charges in determining whether the net earnings test is met for the issuance of additional Bonds. Bonds or prior lien bonds for which moneys sufficient for the payment thereof have been deposited are not considered outstanding for this purpose.

The net earnings test referred to in the previous paragraph need not be satisfied to issue additional Bonds:

- o on the basis of property additions subject to an unfunded prior lien which simultaneously will become a funded prior lien, if application for the issuance of the additional Bonds is made at any time after a date two years prior to the date of the maturity of the Bonds secured by the prior lien and
- o on the basis of the payment at maturity of Bonds theretofore issued by us, or the redemption, conversion or purchase of Bonds after a date two years prior to the date on which those Bonds mature.

Based on our results for the year ended December 31, 1999, and giving effect to the maturity of \$75 million principal amount of Bonds on March 1, 2000, we could issue approximately \$416 million principal amount of additional Bonds (assuming an interest rate of 9 1/2%, without giving effect to the issuance of the New Bonds offered hereby). (Mortgage, Article III, Sections 3, 4, and 6; Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First and Thirty-Second Supplemental Indentures, Article V.) We have reserved the right to amend the Mortgage to eliminate the foregoing requirement. See "Modification of the Mortgage."

Release and Substitution of Property

The Mortgage provides that, subject to various limitations, property may be released from the lien thereof upon the basis of cash deposited with the Trustee, Bonds or purchase money obligations delivered to the Trustee, prior lien bonds delivered to the Trustee, or unfunded net property additions certified to the Trustee. (Mortgage, Article VII.)

The Mortgage also in effect permits the withdrawal of cash against the certification to the Trustee of gross property additions at 100%, or the net bondable value of property additions at 60% (so long as Bonds issued prior to January 1, 1997 remain outstanding, and thereafter 70%), or the deposit with the Trustee of Bonds

we have acquired. (Mortgage, Article VIII; Sections 1-3; Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First and Thirty-Second Supplemental Indentures, Article V.)

The Mortgage contains special provisions with respect to the release of all or substantially all of our gas and electric properties. (Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First and Thirty-Second Supplemental Indentures, Article IV, Sections 2 and 3.) We have reserved the right to amend the Mortgage to change the release and substitution provisions. See "Modification of the Mortgage."

Priority and Security

In the opinion of Richard D. Terrill, Esq., our General Counsel, the New Bonds will be secured, equally and ratably with all of the Bonds now outstanding or hereafter issued under the Mortgage, by the lien on substantially all of our fixed property and franchises purported to be conveyed by the Mortgage, subject to the exceptions referred to below, to certain minor leases and easements, permitted liens and to the exceptions and reservations in the instruments by which we acquired title to our property and to the prior lien of the Trustee for compensation, expenses and liability.

In the opinion of Mr. Terrill, the Mortgage constitutes a lien on after-acquired property of the character intended to be mortgaged property.

Excepted from the lien of the Mortgage are:

- o cash and accounts receivable;
- o contracts or operating agreements;
- o securities not pledged under the Mortgage;
- o electric energy, gas, water, materials and supplies held for consumption in operation or held in advance of use for fixed capital purposes; and
- o merchandise, appliances and supplies held for resale or lease to customers.

There is further expressly excepted any property of any other corporation, all the securities of which may be owned or later acquired by us. (Granting Clauses of the Mortgage.) The lien of the Mortgage does not apply to property of KGE so long as KGE remains our wholly owned subsidiary, to the stock of KGE owned by us or to the stock of any of our other subsidiaries.

The Mortgage permits our consolidation or merger with, or the conveyance of all or substantially all of our property to, any other corporation; provided, that the successor corporation assumes the due and punctual payment of the principal and interest on the Bonds of all series then outstanding under the Mortgage and assumes the due and punctual performance of all the covenants and conditions of the Mortgage. (Mortgage, Article XII, Section 1.)

Modification of the Mortgage

The Mortgage may be modified or altered, subject to our rights and obligations and the rights of holders of Bonds, by the written consent of the holders of at least 60% in principal amount of the Bonds, and, if the rights of one or more, but less than all, series of Bonds then outstanding are to be affected by action taken pursuant to such consent, then also by consent of the holders of at least 60% in principal amount of each series of Bonds so affected. No modification or alteration may be made which will permit the extension of the time or

times of payment of the principal of or interest on any Bond or a reduction in the rate of interest thereon, or otherwise affect the terms of payment of the principal of or interest on any Bond or a reduction in the rate of interest thereon or reduce the percentages required for the taking of any action thereunder. Bonds owned by us or any affiliated corporation are excluded for the purpose of any vote, determination of a quorum or consent. (Mortgage, Article XV; Section 6; Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First and Thirty-Second Supplemental Indentures, Article V, Sections 3 and 4.)

The Mortgage also provides that without the consent of any holder of any Bond issued thereunder, the right of such holder to receive payment of the principal of and interest on such Bond, on or after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any payment on or after such respective dates shall not be impaired or affected. (Mortgage, Article XXII, Section 2.)

We have reserved 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 Mortgage to permit, unless an event of default shall have happened and be continuing, or shall happen as a result of making or granting an application,

- (1) the release from the lien of the Mortgage any mortgaged property if our fair value 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 us 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 any prior lien bonds outstanding at the time of such release;
- (2) in the event we are unable to obtain a release of property as described in clause (1), the release from the lien of the Mortgage of any property constituting part of the trust estate if our fair value thereof is less than 1/2 of 1% of the aggregate principal amount of Bonds and prior lien bonds outstanding at the time of such release; provided, that the property released pursuant to this clause (2) in any period of 12 consecutive calendar months shall not exceed 1% of such Bonds and prior lien bonds;
- (3) the deletion of the net earnings test for the issuance of additional Bonds;
- (4) the deletion of the requirement to obtain an independent engineer's certificate in connection with certain releases of property from the lien of the Mortgage; and
- (5) the deletion of a financial test to be met by another corporation in the event of our consolidation or merger into or our sale of our property as an entirety or substantially as an entirety to such other corporation. (Thirty-Third Supplemental Indenture, Article V)

Events of Default

An event of default under the Mortgage includes:

- o default in the payment of the principal of any Bond when the same shall become due and payable, whether at maturity or otherwise;
- o default continuing for 30 days in the payment of any installment of interest on any Bond or in the payment or satisfaction of any sinking fund obligation;

- o default in performance or observance of any other covenant, agreement or condition in the Mortgage continuing for a period of 60 days after written notice to us thereof by the Trustee or by the holders of not less than 15% of the aggregate principal amount of all Bonds then outstanding;
- o failure to discharge or stay within 30 days a final judgment against us for the payment of money in excess of \$100,000; and
- o certain events in bankruptcy, insolvency or reorganization. (Mortgage, Article IX, Section 1.)

The Trustee is required, within 90 days after the occurrence thereof, to give to the holders of the Bonds notice of all defaults known to the Trustee unless such defaults shall have been cured before the giving of such notice (the term "defaults" for such purposes being defined to be the events specified above, not including any periods of grace); provided, however, that except in the case of default in the payment of the principal of or interest on any of the Bonds, or in the payment or satisfaction of any sinking or purchase fund installment, the Trustee shall be protected in withholding notice if and so long as the Trustee in good faith determines that the withholding of notice is in the interests of the holders of the Bonds and, in the case of any default specified in the third bullet point above, no notice shall be given until at least 60 days after the occurrence thereof. (Mortgage, Article XIX, Section 3.) The Trustee is under no obligation to defend or initiate any action under the Mortgage which would result in the incurring of non-reimbursable expenses unless one or more of the holders of Bonds issued under the Mortgage, including the New Bonds, furnishes the Trustee with reasonable indemnity against such expenses. In the event of default, the Trustee is not required to act unless requested to act by holders of at least 25% in aggregate principal amount of the Bonds then outstanding. (Mortgage, Article IX, Sections 1 and 4, Article XIII, Section 2 and Article XXI, Section 6.) In addition, a majority of the Bondholders have the right to direct all proceedings under the Mortgage; provided, the Trustee is indemnified to its satisfaction. (Mortgage, Article IX, Section 11.)

BOOK-ENTRY SECURITIES

The Securities will be issued in the form of one or more global certificates (collectively, with respect to each series or issue of Securities, the "global security") registered in the name of a depository or a nominee of a depository. Unless otherwise specified in the applicable prospectus supplement, the depository will be DTC.

We have been informed by DTC that its nominee will be Cede & Co. ("Cede"). Accordingly, Cede is expected to be the initial registered holder of the Securities that are issued in global form. No person that acquires an interest in the Securities will be entitled to receive a certificate representing that person's interest in such Securities except as set forth herein or in the accompanying prospectus supplement. Unless and until definitive Securities are issued under the limited circumstances described below, all references to actions by holders of Securities issued in global form shall refer to actions taken by DTC upon instructions from its Participants (as defined below), and all references herein to payments and notices to the holders shall refer to payments and notices to DTC or Cede, as the registered holder of such Securities.

DTC has informed us that it is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the Exchange Act, and that it was created to hold securities for its participating organizations ("Participants") and to facilitate the clearance and settlement of securities transactions among Participants through electronic book-entry, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations, and may include certain other organizations. Indirect access to the DTC system also is available to

others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly ("Indirect Participants").

Holders that are not Participants or Indirect Participants but that desire to purchase, sell or otherwise transfer ownership of, or other interests in, Securities may do so only through Participants and Indirect Participants. Under a book-entry format, holders may experience some delay in their receipt of payments, as such payments will be forwarded by the agent designated by us to Cede, as nominee for DTC. DTC will forward such payments to its Participants, which thereafter will forward them to Indirect Participants or holders. Holders will not be recognized by the trustee or us as registered holders of the Securities entitled to the benefits of the indenture or the terms of the Securities. Holders that are not Participants will be permitted to exercise their rights as such only indirectly through and subject to the procedures of Participants and, if applicable, Indirect Participants.

Under the rules, regulations and procedures creating and affecting DTC and its operations as currently in effect, DTC will be required to make book-entry transfers of Securities among Participants and to receive and transmit payments to Participants. Participants and Indirect Participants with which holders have accounts with respect to the Securities similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective holders.

Because DTC can act only on behalf of Participants, who in turn act only on behalf of holders or Indirect Participants, and on behalf of certain banks, trust companies and other persons approved by it, the ability of a holder to pledge Securities to persons or entities that do not participate in the DTC system, or to otherwise act with respect to those Securities, may be limited due to the absence of physical certificates for those Securities.

DTC has advised us that it will take any action permitted to be taken by a registered holder of any Securities under the indenture or the terms of the Securities only at the direction of one or more Participants to whose accounts with DTC those Securities are credited.

A global security will be exchangeable for the relevant definitive Securities registered in the names of persons other than DTC or its nominee only if:

(i) DTC notifies us that it is unwilling or unable to continue as depository for that global security or if at any time DTC ceases to be a clearing agency registered under the Exchange Act at a time when DTC is required to be so registered in order to act as depository,

(ii) we execute and deliver to the trustee an order complying with the requirements of the indenture that global security shall be so exchangeable or

(iii) there has occurred and is continuing a default in the payment of principal of, premium, if any, or interest on, the Securities or an Event of Default or an event that, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to such Securities.

Any global security that is exchangeable pursuant to the preceding sentence will be exchangeable for Securities or definitive Securities registered in those names as DTC directs.

Upon the occurrence of any event described in the immediately preceding paragraph, DTC is generally required to notify all Participants of the availability through DTC of definitive Securities. Upon surrender by DTC of the global security representing the Securities and delivery of instructions for re-registration, the trustee will reissue the Securities as definitive Securities, and thereafter the trustee will recognize the holders of such definitive Securities as registered holders of Securities entitled to the benefits of the indenture or the terms of the Securities, as the case may be.

Except as described above, the global security may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or a successor depository appointed by us. Except as described above, DTC may not sell, assign, transfer or otherwise convey any beneficial interest in a global security evidencing all or part of the debt securities unless such beneficial interest is in an amount equal to an authorized denomination for the Securities.

PLAN OF DISTRIBUTION

We may sell the Securities in any of the following ways: (i) through underwriters or dealers; (ii) directly to one or more purchasers; or (iii) through agents. The applicable prospectus supplement will set forth the terms of the offering of any Securities, including the names of any underwriters or agents, the purchase price of the Securities and the proceeds to us from such sale, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price, any discounts or concessions allowed or reallocated or paid to dealers and any securities exchanges on which the Securities may be listed.

Any specific managing underwriter or underwriters with respect to the offer and sale of the Securities and the members of the underwriting syndicate, if any, will be named in a prospectus supplement. Underwriters will not be obligated to make a market in any of the Securities. Unless otherwise set forth in a prospectus supplement, underwriters will be obligated to purchase all of the Securities offered, subject to certain conditions precedent.

The prospectus supplement will describe the discounts and commissions to be allowed or paid to underwriters, if any, all other items constituting underwriting compensation, the discounts and commissions to be allowed or paid to dealers and agents, if any, and the exchanges, if any, on which the Securities will be listed.

Underwriters, dealers and agents may be entitled, under agreements to be entered into with us, to indemnification against or to contribution with respect to certain civil liabilities, including liabilities under the Securities Act of 1933, as amended.

LEGAL OPINIONS

The statements as to matters of law and legal conclusions set forth in this Prospectus and in the documents incorporated by reference herein have been reviewed by Richard D. Terrill, Esq., Executive Vice President, General Counsel and Corporate Secretary of the Company, and are set forth or incorporated herein in reliance upon the opinion of Mr. Terrill.

Certain legal matters in connection with the Securities will be passed upon by Richard D. Terrell, Esq., Executive Vice President, General Counsel and Corporate Secretary of the Company and by Cahill Gordon & Reindel, counsel for the Company. Cahill Gordon & Reindel will not pass upon the incorporation of the Company and will rely upon the opinion of Mr. Terrill, Esq. as to matters of Kansas law.

At March 31, 2000, Mr. Terrill owned directly and/or beneficially 2,519 shares of Common Stock and had been granted, pursuant to and subject to the terms of the Company's long-term incentive and compensation programs, 40,493 performance shares and stock options exercisable for 32,200 shares of Common Stock.

EXPERTS

The financial statements and schedule incorporated by reference in this prospectus and elsewhere in the registration statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in giving said reports.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following is an itemized statement of the estimated amounts of all expenses in connection with the issuance and distribution of the Securities. It is likely that the issuance and sale of the Securities will be made by sales through more than one offering and therefore some of the following expenses will be prorated among the number of offerings made by the aggregate amount of Securities offered in each case.

Securities and Exchange Commission registration fee.....	\$132,000
Printing fees.....	40,000
Trustee's fees.....	50,000
Legal fees and expenses.....	350,000
Accounting fees and expenses.....	30,000
Rating agency fees.....	225,000
Other miscellaneous expenses.....	50,000

Total	\$877,000
	=====

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article XVIII of the Registrant's Restated Articles of Incorporation, as amended, provides that a director of the Registrant shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for paying a dividend or approving a stock repurchase in violation of the Kansas General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. This provision is specifically authorized by Section 17-6002(b)(8) of the Kansas General Corporation Law.

Section 17-6305 of the Kansas General Corporation Law (the "Indemnification Statute") provides for indemnification by a corporation of its corporate officers, directors, employees and agents. The Indemnification Statute provides that a corporation may indemnify such persons who have been, are, or may become a party to an action, suit or proceeding due to his or her status as a director, officer, employee or agent of the corporation. Further, the Indemnification Statute grants authority to a corporation to implement its own broader indemnification policy. Article XVIII of the Company's Restated Articles of Incorporation, as amended, requires the Company to indemnify its directors and officers to the fullest extent provided by Kansas law. Further, as is provided for in Article XVIII, the Company has entered into indemnification agreements with its directors, which provide indemnification broader than that available under Article XVIII and the Indemnification Statute.

The Standard Purchase Agreement filed as Exhibit 1 to the Registration Statement includes provisions requiring underwriters to indemnify the Company as well as its directors and officers who signed this Registration Statement, as well as its controlling persons, against certain civil liabilities, including liabilities under the Securities Act of 1933, in certain circumstances.

ITEM 16. EXHIBITS

Exhibit No.	Exhibit
1	Standard Purchase Agreement (1)
4(a)	Mortgage and Deed of Trust dated July 1, 1939 between the Company and Harris Trust and Savings Bank, Trustee (2)
4(b)	Twenty-Eighth Supplemental Indenture dated July 1, 1992 (2)
4(c)	Twenty-Ninth Supplemental Indenture dated as of August 20, 1992 (2)
4(d)	Thirtieth Supplemental Indenture dated as of February 1, 1993 (2)
4(e)	Thirty-First Supplemental Indenture dated as of April 15, 1993 (2)
4(f)	Thirty-Second Supplemental Indenture dated as of April 15, 1994 (2)
4.1	Thirty-Third Supplemental Indenture dated as of August 11, 1997 (1)
4.2	Form of Supplemental Indenture for New Bonds (1)
5	Opinion of Richard D. Terrill, Esq. (1)
12	Computation of Ratio of Earnings to Fixed Charges (2)
23(a)	Consent of Richard D. Terrill, Esq. (contained in Exhibit 5) (1)
23(b)	Consent of Arthur Andersen LLP (1)
24	Power of Attorney (set forth on the signature page of this Registration Statement)
25(a)	Statement of Eligibility of Trustee regarding Form of Supplemental Indenture (1)

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- (1) Filed herewith.
- (2) Incorporated by reference to exhibits previously filed with the SEC as follows:

Exhibit Number in this Registration Statement -----	Former Exhibit Reference -----	File Reference -----
1	1	33-48470*
4(a)	4(a)	33-21739*
4(b)	4(o)	Form 10-K, Year ended December 31, 1992**
4(c)	4(p)	Form 10-K, Year ended December 31, 1992**
4(d)	4(q)	Form 10-K, Year ended December 31, 1992**
4(e)	4(r)	33-50069*

4(f)
12

4(s)
12

Form 10-K, Year ended December 31, 1995**
Form 10-K, Year ended December 31, 1999**

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(*) Registration Statements under the Securities Act of 1933.

(**) File No. 1-3523 under the Securities Exchange Act of 1934.

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offer of those securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That for the purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) In the event that the terms of any offers and sales of the Securities are determined by competitive bidding (i) to use its best efforts to distribute, prior to the opening of bids, to prospective bidders, underwriters and dealers a reasonable number of copies of a prospectus which at the time meets the requirements of section 10(a) of the Securities Act of 1933, and relating to the securities offered at competitive bidding, as contained in the registration statement together with any supplements thereto and (ii) to file an amendment to the registration statement reflecting the results of competitive bidding.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or controlling persons of Western, pursuant to the provisions described under Item 15 above, Western has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in said Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Western of expenses incurred or paid by a director or officer of Western in the successful defense of any action, suit or proceeding) is asserted by such director or officer in connection with the securities being registered hereby and the Securities and Exchange Commission is still of the same opinion, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in said Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Western Resources, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Topeka, State of Kansas, on April 28, 2000.

WESTERN RESOURCES, INC.

By: /s/David C. Wittig

Name: David C. Wittig
Title: Chairman of the Board,
President and Chief Executive
Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints David C. Wittig, William B. Moore and Richard D. Terrill and each acting alone, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his name, place and stead, in any and all capacities, to sign any or all amendments or supplements to this Registration Statement and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing necessary or appropriate to be done with this Registration Statement and any amendments or supplements hereto, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date -----
/s/David C. Wittig ----- (David C. Wittig)	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	April 28, 2000
/s/William B. Moore ----- (William B. Moore)	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	April 28, 2000
/s/Frank J. Becker ----- (Frank J. Becker)	Director	April 28, 2000
/s/Gene A. Budig ----- (Gene A. Budig)	Director	April 28, 2000

Signature -----	Title -----	Date -----
/s/Charles Q. Chandler, IV ----- (Charles Q. Chandler, IV)	Director	April 28, 2000
/s/John C. Dicus ----- (John C. Dicus)	Director	April 28, 2000
/s/Owen F. Leonard ----- (Owen F. Leonard)	Director	April 28, 2000
/s/Russell W. Meyer, Jr. ----- (Russell W. Meyer, Jr.)	Director	April 28, 2000
/s/John C. Nettels, Jr. ----- (John C. Nettels, Jr.)	Director	April 28, 2000
/s/Jane Desner Sadaka ----- (Jane Desner Sadaka)	Director	April 28, 2000
/s/Louis W. Smith ----- (Louis W. Smith)	Director	April 28, 2000

EXHIBIT INDEX

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* Previously filed.

WESTERN RESOURCES, INC.
FIRST MORTGAGE BONDS
STANDARD PURCHASE PROVISIONS
INCLUDING
FORM OF PURCHASE AGREEMENT

WESTERN RESOURCES, INC.
STANDARD PURCHASE PROVISIONS

From time to time, Western Resources, Inc., a corporation organized and existing under the laws of the State of Kansas (the "Company") may enter into purchase agreements that provide for the sale of designated securities to the purchaser or purchasers named therein. The standard provisions set forth herein may be incorporated by reference in any such purchase agreement (the "Purchase Agreement"). The Purchase Agreement, including the provisions incorporated therein by reference, is herein sometimes referred to as "this Agreement." The term "Bonds" shall mean the First Mortgage Bonds of the Company to be sold by the Company pursuant to the applicable Purchase Agreement. Unless otherwise defined herein, terms defined in the Purchase Agreement are used herein as therein defined.

The Company has filed ("filing" as used herein shall be deemed to include electronic filings pursuant to the EDGAR program), in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder (collectively called the "Act"), with the Securities and Exchange Commission (the "Commission"), a registration statement on Form S-3 (including a prospectus), relating to the Bonds, which pursuant to Item 12 of Form S-3 incorporates by reference documents which the Company has filed in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively called the "Exchange Act"). Such registration statement has been declared effective by the Commission. Promptly upon the execution of this Agreement, the Company will prepare a prospectus supplement relating to the Bonds (the "Prospectus Supplement"). The Company has furnished to you, for use by the Underwriters (as defined herein) and dealers, copies of one or more preliminary prospectuses and the documents so incorporated therein (each thereof, including the documents so incorporated therein, is herein called the "Preliminary Prospectus"). The terms Registration Statement and Prospectus shall have the meanings ascribed to them in the Purchase Agreement.

1. Introductory. The Company proposes to issue and sell from time to time Bonds registered under the Registration Statement. The Bonds will be issued pursuant to the Indenture of Mortgage and Deed of Trust, dated July 1, 1939, to Harris Trust and Savings Bank, as Trustee (the "Bonds Trustee"), as supplemented and amended, including a supplemental indenture pertaining to the particular series of Bonds involved in the offering (the "Mortgage"), and will have varying designations, interest rates and times of payment of any interest, maturities, redemption provisions and other terms, with all such terms for any particular series of the Bonds being determined at the time of the sale and set forth in the Pur-

chase Agreement and the Prospectus Supplement relating to such series of Bonds. The Bonds involved in any such offering are hereinafter referred to as the "Purchased Bonds," and the firm or firms, as the case may be, which agree to purchase the same are hereinafter referred to as the "Underwriters" of the Purchased Bonds. The terms "you" and "your" refer to those Underwriters who sign the Purchase Agreement either on behalf of themselves only or on behalf of themselves and as representatives of the several Underwriters named in Schedule A thereto, as the case may be. Purchased Bonds to be purchased by Underwriters are herein referred to as "Underwriters' Bonds," and any Purchased Bonds to be purchased pursuant to Delayed Delivery Contracts (as defined below) as hereinafter provided are herein referred to as "Contract Bonds."

2. Delivery and Payment. The Company will deliver the Underwriters' Bonds to you for the accounts of the Underwriters at the place specified in the Purchase Agreement, against payment of the purchase price by certified or bank cashier's check in same day or New York Clearing House funds (as agreed to by the parties and specified in the Purchase Agreement) drawn to the order of the Company, at the time set forth in this Agreement or at such other time not later than seven full business days thereafter as you and the Company determine, such time being herein referred to as the "time of purchase." Unless otherwise provided for in the Purchase Agreement, the Underwriters' Bonds so to be delivered will be in definitive fully registered form registered in such authorized denominations and in such names as you request in writing not later than 10:00 A.M.,¹ on the third business day prior to the time of purchase, or, if no such request is received, in the names of the respective Underwriters in the amounts agreed to be purchased by them pursuant to this Agreement. For the purpose of expediting the checking of the Underwriters' Bonds, the Company agrees to make the Underwriters' Bonds available to you (at the place specified in the Purchase Agreement) in definitive form not later than 10:00 A.M. on the first business day preceding the time of purchase.²

If any Purchase Agreement provides for sales of Purchased Bonds pursuant to delayed delivery contracts, the Company authorizes the Underwriters to solicit offers to purchase Contract Bonds pursuant to delayed delivery contracts substantially in the form of Schedule I attached hereto (the Delayed Delivery Contracts) with such changes therein as the Company may approve. Delayed Delivery Contracts are to be with institutional investors, including commercial and savings banks, insurance companies, pension funds, investment companies, and educational and charitable institutions. At the time of purchase the Company will pay you as compensation, for the accounts of the Underwriters, the compensation set

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* Times mentioned herein are New York City Time.

** As used herein, "business day" shall mean a day on which the New York Stock Exchange is open for trading.

forth in such Purchase Agreement in respect of the principal amount of Contract Bonds. The Underwriters will not have any responsibility in respect of the validity or the performance of Delayed Delivery Contracts. If the Company executes and delivers Delayed Delivery Contracts, the Contract Bonds shall be deducted from the Purchased Bonds to be purchased by the several Underwriters and the aggregate principal amount of Purchased Bonds to be purchased by each Underwriter shall be reduced pro rata in proportion to the principal amount of Purchased Bonds set forth opposite each Underwriter's name in such Purchase Agreement, except to the extent that you determine that such reduction shall be otherwise allocated and so advise the Company.

3. Certain Covenants of the Company. The Company agrees:

(a) As soon as possible after the execution and delivery of this Agreement to file, or mail for filing, the Prospectus with the Commission pursuant to its Rule 424 under the Act and, if and when required at any time after such execution and delivery, to file amendments to the applications the Company has previously filed with any state regulatory agencies having jurisdiction to govern the Company's issuance of its securities setting forth, among other things, the necessary information with respect to the price and terms of offering of the Purchased Bonds;

(b) To file no amendment or supplement to the Registration Statement or Prospectus subsequent to the execution of this Agreement to which you object in writing unless, in the opinion of counsel to the Company, such filing is required by law;

(c) To furnish such proper information as may be required and otherwise to cooperate in qualifying the Purchased Bonds for sale under the laws of such jurisdictions as you may designate and in determining their eligibility for investment under the laws of such jurisdictions; provided that the Company shall not hereby be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(d) To the extent not previously furnished to you, to furnish to you two signed copies of the Registration Statement, as initially filed with the Commission, of all amendments thereto, and of all documents incorporated by reference therein (including all exhibits filed therewith, other than exhibits which have previously been furnished to you and exhibits incorporated by reference in such documents), and to furnish to you sufficient unsigned copies of the foregoing (other than exhibits) for distribution of a copy to you and to each of the other Underwriters (if any);

(e) To deliver to the Underwriters without charge as soon as practicable after the execution and delivery of this Agreement and thereafter from time to time to furnish to the Underwriters, without charge, as many copies of the Prospectus in final form and any documents incorporated by reference therein at or after the date thereof (and of the Registration Statement as amended or supplemented, if the Company shall have made any amendment or supplement after the effective date of the Registration Statement) as you or the respective Underwriters may reasonably request for the purposes contemplated by the Act;

(f) To advise you promptly (confirming such advice in writing) of any official request made by the Commission for amendments to the Registration Statement or Prospectus or for additional information with respect thereto, or of official notice of institution of proceedings for, or the entry of, a stop order suspending the effectiveness of the Registration Statement and, if such a stop order should be entered by the Commission, to make every reasonable effort to obtain the lifting or removal thereof as soon as possible, or of the suspension of qualification of the Purchased Bonds for offering or sale in any jurisdiction or of the initiation or threatening of any proceeding for any such purpose;

(g) To advise the Underwriters of the happening of any event known to the Company within the time during which a prospectus relating to the Purchased Bonds is required to be delivered under the Act which, in the judgment of the Company, would require the making of any change in the Prospectus or any amended or supplemented Prospectus or in the information incorporated by reference therein so that as thereafter delivered to purchasers such Prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and on request to prepare and furnish to the Underwriters and to dealers and other persons designated by you such amendments or supplements (including appropriate filings under the Exchange Act) to the Prospectus as may be necessary to reflect any such change, provided that the Company shall be so obligated only so long as the Company is notified of unsold allotments (failure by the Underwriters to so notify the Company cancels the Company's obligation under this Section 3(g));

(h) As soon as practicable, to make generally available to its security holders an earnings statement (as contemplated by Rule 158 under the Act) covering a period of twelve months after the effective date (as the term "effective date" is defined in Rule 158) of the Registration Statement;

(i) To pay the reasonable fees and expenses of counsel for the Underwriters, and to reimburse the Underwriters for their reasonable out-of-pocket expenses in-

curred in contemplation of the performance of this Agreement, in the event that the Underwriters' Bonds are not delivered to and taken up and paid for by the Underwriters hereunder for any reason whatsoever except the failure or refusal of any Underwriter to take up and pay for Underwriters' Bonds for some reason not permitted by the terms of this Agreement, the Underwriters agreeing to pay the fees and expenses of counsel for the Underwriters in any other event;

(j) To pay all expenses, fees and taxes (other than transfer taxes and fees and disbursements of counsel for the Underwriters except as set forth under 3(i) above or (iv) below) in connection with (i) the preparation and filing of the Registration Statement, each Preliminary Prospectus and the Prospectus, any documents incorporated by reference therein at or after the date thereof and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to the Underwriters and to dealers, (ii) the issue, sale and delivery of the Purchased Bonds, (iii) the printing and reproduction of this Agreement and the opinions and letters referred to in Section 4(a) hereof, (iv) the qualification of the Purchased Bonds for sale and determination of their eligibility for investment under state laws as aforesaid, including the legal fees (not to exceed \$3,000) and all filing fees and disbursements of counsel for the Underwriters and all other filing fees, and the printing and furnishing of copies of the "Blue Sky Survey" and the "Legal Investment Survey" to the Underwriters and to dealers, (v) the rating of the Purchased Bonds by national rating agencies and (vi) the performance of the Company's other obligations hereunder;

(k) To use best efforts to cause the Mortgage to be duly filed for record, appropriate notices of such filing to be recorded, and an appropriate financing statement to be filed, wherever necessary or appropriate to perfect the lien of the Mortgage for the benefit of the Purchased Bonds prior to the time of purchase;

(l) To furnish to the Underwriters, at or before the time of filing with the Commission subsequent to the effective date of the Registration Statement and prior to the termination of the distribution of the Purchased Bonds, a copy of any document proposed to be filed pursuant to Section 13(a), 13(d), 14 or 15(d) of the Exchange Act; and

(m) During the period beginning from the date of this Agreement and continuing to and including the later of (i) the termination of trading restrictions on the Purchased Bonds, as notified to the Company by the Underwriters, and (ii) the time of purchase, the Company will not offer, sell, contract to sell or otherwise dispose of any debt securities of the Company which mature more than one year after the time of purchase and which are substantially similar to the Purchased Bonds, without the Under-

writers' prior written consent; provided, however, that in no event shall the foregoing period extend more than fifteen calendar days from the date of this Agreement.

4. Conditions of Underwriters' Obligations. The several obligations of the Underwriters hereunder are subject to the following conditions:

(a) That, at the time of purchase, you shall receive the signed opinions of Richard D. Terrill, Esq., Executive Vice President, General Counsel and Corporate Secretary of the Company; Cahill Gordon & Reindel, counsel for the Company; and [], counsel for the Underwriters, substantially in the forms heretofore furnished to you, addressed to the Underwriters (with reproduced or conformed copies thereof for each of the other Underwriters); and that, at the time of purchase, you shall receive the signed letter of Arthur Andersen & Co., independent public accountants of the Company (with reproduced or conformed copies thereof for each of the other Underwriters);

(b) That all orders, approvals or consents of state or federal regulatory commissions necessary to permit the issue, sale and delivery of the Purchased Bonds shall have been issued; at the time of purchase such orders shall be in full force and effect; and prior to such time of purchase no stop order with respect to the effectiveness of the Registration Statement shall have been issued under the Act by the Commission and at such time of purchase no proceedings therefor shall be pending or threatened;

(c) That, at the time the Registration Statement became effective, the Registration Statement did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and that the Prospectus at its issue date and at the time of purchase shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, other than any statement contained in, or any matter omitted from, the Registration Statement or the Prospectus in reliance upon, and in conformity with, information furnished in writing by or on behalf of any Underwriter through you to the Company expressly for use with reference to such Underwriter in the Registration Statement or Prospectus;

(d) That, subsequent to the respective dates as of which information is given in the Registration Statement and in the Prospectus, at the time the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, and prior to the time of purchase, in your opinion no material adverse change in the condition of the Company, financial or otherwise, shall have taken place (other than as referred to in or contemplated by the Registration Statement and Prospectus as of such time) which in

the reasonable judgment of the Underwriters, is sufficiently material and adverse so as to render it impractical or inadvisable to offer or deliver the Purchased Bonds on the terms and in the manner contemplated in the Prospectus;

(e) That the Company shall have performed all of its obligations under this Agreement which are to be performed by the terms hereof at or before the time of purchase;

(f) That the Company shall, at the time of purchase, deliver to you (with reproduced or conformed copies thereof for each of the other Underwriters) a signed certificate of two of its executive officers stating that, subsequent to the respective dates as of which information is given in the Registration Statement and in the Prospectus, at the time the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, and prior to the time of purchase, no material adverse change in the condition of the Company, financial or otherwise, shall have taken place (other than as referred to in or contemplated by the Registration Statement and Prospectus as of such time) and also covering the matters set forth in (c) and (e) of this Section 4;

(g) That the Company shall have accepted Delayed Delivery Contracts in any case where sales of Contract Bonds arranged by the Underwriters have been approved by the Company; and

(h) Subsequent to the date of this Agreement: (i) no downgrading shall have occurred in the rating accorded the Company's First Mortgage Bonds by a "nationally recognized securities rating organization," as that term is defined by the Commission for purposes of its Rule 436(g)(2); and (ii) no such rating organization shall have announced publicly that it has placed, or informed the Company or the Underwriters that it intends to place, any of the Company's First Mortgage Bonds on what is commonly referred to as a "watchlist" for possible downgrading, in a manner or to an extent indicating a materially greater likelihood of a downgrading in rating as described in clause (i) above occurring than was the case as of the date hereof.

5. Termination of Agreement. The obligations of the several Underwriters hereunder shall be subject to termination in your absolute discretion, if, at any time prior to the time of purchase, trading in securities on the New York Stock Exchange shall have been suspended (other than a temporary suspension to provide for an orderly market) or minimum prices shall have been established on the New York Stock Exchange, or if a banking moratorium shall have been declared either by the United States or New York State authorities, or if the United States shall have declared war in accordance with its constitutional processes or there shall have occurred any outbreak or material escalation of hostilities or other national or international calamity or crisis of such magnitude in its effect on the financial markets of the

United States as, in your reasonable judgment, to make it impracticable to market the Purchased Bonds.

If you elect to terminate this Agreement as provided in this Section 5, the Company and each other Underwriter shall be notified promptly in writing or by telephone, confirmed in writing.

If the sale to the Underwriters of the Underwriters' Bonds, as herein contemplated, is not carried out by the Underwriters for any reason permitted hereunder or if such sale is not carried out because the Company shall be unable to comply with any of the terms thereof, the Company shall not be under any obligation or liability under this Agreement (except to the extent provided in Sections 3(i), 3(j), 7(b) and 9 hereof), and the Underwriters shall be under no obligation or liability to the Company (except to the extent provided in Sections 8(b) and 9 hereof) or to one another under this Agreement.

6. Increase in Underwriters' Commitments. If any Underwriter shall default in its obligation to take up and pay for the Purchased Bonds to be purchased by it hereunder and if the principal amount of the Purchased Bonds which all Underwriters so defaulting shall have so failed to take up and pay for does not exceed 10% of the total principal amount of the Purchased Bonds, the non-defaulting Underwriters shall take up and pay for (in addition to the principal amount of the Purchased Bonds they are obligated to purchase pursuant to this Agreement) the principal amount of the Purchased Bonds agreed to be purchased by all such defaulting Underwriters, as herein provided. Such Purchased Bonds shall be taken up and paid for by such non-defaulting Underwriter or Underwriters in such amount or amounts as you may designate with the consent of each Underwriter so designated or, in the event no such designation is made, such Purchased Bonds shall be taken up and paid for by all non-defaulting Underwriters pro rata in proportion to the principal amount of the Purchased Bonds set opposite the names of all such non-defaulting Underwriters in Schedule A to the Purchase Agreement.

Without relieving any defaulting Underwriter of its obligations hereunder, the Company agrees with the non-defaulting Underwriters that it will not sell any Purchased Bonds hereunder unless all of the Underwriters' Bonds are purchased by the Underwriters (or by substituted Underwriters selected by you with the approval of the Company or selected by the Company with your approval).

If a new underwriter or underwriters are substituted by the Underwriters or by the Company for a defaulting Underwriter or Underwriters in accordance with the foregoing provision, the Company or you will have the right to postpone the time of purchase for a period of not exceeding five business days in order that necessary changes in the Registration Statement and Prospectus and other documents may be effected.

The term Underwriter as used in this Agreement will refer to and include any underwriter substituted under this Section 6 with like effect as if such substituted underwriter had originally been named in Schedule A to the Purchase Agreement.

7. Warranties and Representations of and Indemnity by the Company. (a) The Company warrants and represents that, when the Registration Statement became effective, the Registration Statement complied in all material respects, and, when the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, and at the time of purchase the Prospectus will comply in all material respects with the provisions of the Act, and that neither will 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; provided, however, that the Company makes no warranty or representation with respect to any statement contained in, or any matter omitted from, the Registration Statement or the Prospectus in reliance upon and in conformity with information furnished in writing by or on behalf of any Underwriter through you to the Company expressly for use with reference to the Underwriter in the Registration Statement or Prospectus. The Company also warrants and represents that the documents incorporated by reference in the Prospectus complied at the time they were filed in all material respects with the requirements of the Exchange Act and any additional documents deemed to be incorporated by reference in the Prospectus will, when they are filed with the Commission, comply in all material respects with the requirements of the Exchange Act, and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(b) The Company agrees to indemnify and hold harmless each Underwriter, and any person who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any loss, expense, liability or claim which arises out of or is based upon any alleged untrue statement of a material fact in the Registration Statement, any prospectus contained in the Registration Statement at the time it became effective or the Prospectus, or any related preliminary prospectus, or arises out of or is based upon any alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading. The foregoing shall not cover any such loss, expense, liability or claim, however, which arises out of or is based upon any alleged untrue statement of a material fact contained in, and in conformity with information furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use with reference to the Underwriter in, any such documents or arises out of or is based upon any alleged omission to state a material fact in connection with such information required to be stated in any such documents or necessary to make such information not misleading.

If any action is brought against an Underwriter or controlling person in respect of which indemnity may be sought against the Company pursuant to the foregoing paragraph, such Underwriter shall promptly notify the Company in writing or by telephone, confirmed in writing, of the institution of such action and the Company shall assume the defense of such action, including the employment of counsel and payment of expenses; provided, however, that the failure so to notify the Company will not relieve it from any liability that it may have to such Underwriter under this Section 7(b) unless, and only to the extent that such failure results in the forfeiture of substantive rights or defenses by the Company. Such Underwriter or controlling person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such Underwriter or such controlling person unless the employment of such counsel shall have been authorized in writing by the Company in connection with the defense of such action or the Company shall not have employed counsel to have charge of the defense of such action or such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Company (in which case the Company shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses of one counsel for all indemnified parties selected by such Underwriter shall be borne by the Company. Anything in this paragraph to the contrary notwithstanding, the Company shall not be liable for any settlement of any such claim or action effected without its written consent. The Company's indemnity agreement contained in this Section 7(b) and its warranties and representations contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of any Underwriter or controlling person, and shall survive any termination of this Agreement or the issuance and delivery of the Purchased Bonds.

The Company agrees promptly to notify the Underwriters of the commencement of any litigation or proceedings against the Company or any of its officers, directors or controlling persons in connection with the issue and sale of the Purchased Bonds or with the Registration Statement or Prospectus.

8. Warranties and Representations of and Indemnity by Underwriters. (a) Each Underwriter warrants and represents that the information furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use with reference to such Underwriter in the Registration Statement at the time it became effective or the Prospectus when the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, will not contain an untrue statement of a material fact and does not omit to state a material fact in connection with such information required to be stated in the Registration Statement or the Prospectus or necessary to make such information not misleading. Each Underwriter, in addition to other information furnished by such Underwriter or on its behalf through you to the Company in writing expressly for use with reference to such Underwriter in the Registration Statement and Prospectus, hereby furnishes to the Company in writing expressly

for use with reference to such Underwriter the statements with respect to the terms of offering of the Purchased Bonds by the Underwriters set forth on the cover page of the Prospectus and under "Underwriting" therein.

(b) Each Underwriter and controlling persons severally agrees to indemnify and hold harmless the Company, its directors and its officers from and against any loss, expense, liability or claim which arises out of or is based upon any alleged untrue statement of a material fact contained in, and in conformity with information furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use with reference to such Underwriter in, the Registration Statement, any prospectus contained in the Registration Statement at the time it became effective or the Prospectus, or any related preliminary prospectus, or arises out of or is based upon any alleged omission to state a material fact in connection with such information required to be stated in such documents or necessary to make such information not misleading.

If any action is brought against the Company or any such person in respect of which indemnity may be sought against any Underwriter pursuant to the foregoing paragraph, the Company or such person shall promptly notify such Underwriter in writing or by telephone, confirmed in writing, of the institution of such action and such Underwriter shall assume the defense of such action, including the employment of counsel and payment of expenses; provided, however, that the failure so to notify such Underwriter will not relieve it from any liability that it may have to the Company under this Section 8(b) unless, and only to the extent that such failure results in the forfeiture of substantive rights or defenses by such Underwriter. The Company or such person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Company or such person unless the employment of such counsel shall have been authorized in writing by such Underwriter in connection with the defense of such action or such Underwriter shall not have employed counsel to have charge of the defense of such action or such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to such Underwriter (in which case such Underwriter shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses for all indemnified parties of one counsel selected by the Company shall be borne by such Underwriter. Anything in this paragraph to the contrary notwithstanding, no Underwriter shall be liable for any settlement of any such claim or action effected without the written consent of such Underwriter. The indemnity agreement on the part of each Underwriter contained in this Section 8(b) shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or such person, and shall survive any termination of this Agreement or the issuance and delivery of the Purchased Bonds. Each Underwriter agrees promptly to notify the Company of the commencement of any litigation or proceedings

against such Underwriter in connection with the issue and sale of the Purchased Bonds or with such Registration Statement or Prospectus.

9. Contribution. If the indemnification provided for in Sections 7(b) or 8(b) above is unavailable in respect of any losses, expenses, liabilities or claims referred to therein, then the parties entitled to indemnification by the terms thereof shall be entitled to contribution to liabilities and expenses except to the extent that contribution is not permitted under Section 11(f) of the Act. In determining the amount of contribution to which the respective parties are entitled, there shall be considered the relative benefits received by each party from the offering of the Purchased Bonds (taking into account the portion of the proceeds of the offering realized by each), the parties' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any other equitable considerations appropriate under the circumstances. The Company and the Underwriters and such controlling persons agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation (even if the Underwriters and such controlling persons were treated as one entity for such purpose). The contribution agreement contained in this Section 9 shall remain in full force and effect regardless of any investigation made by or on behalf of any Underwriter or the Company or any of its officers or directors or any controlling person and shall survive any termination of this Agreement or the issuance and delivery of the Purchased Bonds.

10. Notices. All statements, requests, notices and agreements shall be in writing or by telegram and, if to the Underwriters, shall be sufficient in all respects if delivered or sent by registered mail to the address furnished in writing for the purpose of such statements, requests, notices and agreements hereunder, and, if to the Company shall be sufficient in all respects if delivered or sent by registered mail to the Company at 818 South Kansas Avenue, Topeka, Kansas 66612, Attention: William B. Moore, Executive Vice President and Chief Financial Officer.

11. Construction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

12. Parties in Interest. The Agreement herein set forth has been and is made solely for the benefit of the Underwriters and the Company, and the controlling persons, directors and officers referred to in Sections 7, 8 and 9 hereof, and their respective successors, assigns, executors and administrators, and no other person shall acquire or have any right under or by virtue of this Agreement. Nothing in this Agreement is intended or shall be con-

strued to give to any other person, firm or corporation (including, without limitation, any purchaser of the Purchased Bonds from an Underwriter or any subsequent holder thereof or any purchaser of any Contract Bonds or any subsequent holder thereof) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

The term "successor" as used in this Agreement shall not include any purchaser, as such purchaser, of any Purchased Bonds from any Underwriter or any subsequent holder thereof or any purchaser, as such purchaser, of any Contract Bonds or any subsequent holder thereof.

13. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument.

Schedule I

DELAYED DELIVERY CONTRACT

Dated: _____, 2000

Western Resources, Inc.
818 Kansas Avenue
Topeka, Kansas 66612

Attention: Chief Financial Officer

Dear Sirs:

The undersigned hereby agrees to purchase from Western Resources, Inc. (the "Company"), and the Company agrees to sell to the undersigned,

\$ _____

principal amount of the Company's (state title of issue] (the Bonds) offered by the Company's Prospectus dated _____, 2000 and a Prospectus Supplement dated [], receipt of copies of which is hereby acknowledged, at a purchase price of _____% of the principal amount thereof plus accrued interest and on the further terms and conditions set forth in this contract.

The undersigned agrees to purchase such Bonds in the principal amounts and on the delivery dates (the Delivery Dates) set forth below:

Delivery Date -----	Principal Amount -----	Plus Accrued Interest From: -----
-----	\$ -----	-----
-----	\$ -----	-----
-----	\$ -----	-----

Payment for the Bonds which the undersigned has agreed to purchase on each Delivery Date shall be made to the Company or its order by certified or bank cashier's check in same day or New York Clearing House funds (as agreed to by the Company and the undersigned) at the (or at such other place as the undersigned and the Company shall agree) at 11:00 A.M., New York City Time, on such Delivery Date upon issuance and delivery to the undersigned of the Bonds to be purchased by the undersigned on such Delivery Date in such authorized denominations and, unless otherwise provided herein, registered in such names as the undersigned may designate by written or telegraphic communications addressed to the Company not less than five full business days prior to such Delivery Date.

The obligation of the Company to sell and deliver, and of the undersigned to take delivery of and make payment for, Bonds on each Delivery Date shall be subject to the conditions that (1) the purchase of Bonds to be made by the undersigned shall not at the time of delivery be prohibited under the laws of the jurisdiction to which the undersigned is subject, (2) the sale of the Bonds by the Company pursuant to this contract shall not at the time of delivery be prohibited under the laws of any jurisdiction to which the Company is subject and (3) the Company shall have sold, and delivery shall have taken place, to the Underwriters such principal amount of the Bonds as is to be sold and delivered to them. In the event that Bonds are not sold to the undersigned because one of the foregoing conditions is not met, the Company shall not be liable to the undersigned for damages arising out of the transactions covered by this contract.

Promptly after completion of the sale and delivery to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by copies of the opinions of counsel for the Company delivered to the Underwriters.

Failure to take delivery of and make payment for Bonds by any purchaser under any other Delayed Delivery Contract shall not relieve the undersigned of its obligations under this contract.

The undersigned represents and warrants that (a) as of the date of this contract, the undersigned is not prohibited under the laws of the jurisdictions to which the undersigned is subject from purchasing the Bonds hereby agreed to be purchased and (b) the undersigned does not contemplate selling the Bonds which it has agreed to purchase hereunder prior to the Delivery Date therefore.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other. This contract shall be governed by and construed in accordance with the laws of the State of New York. This contract may be executed in one or more coun-

terparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

It is understood that the acceptance of any Delayed Delivery Contract is in the Company's sole discretion and, without limiting the foregoing, need not be on a first-come, first-served basis. If the contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned when such counterpart is so signed.

Yours very truly,

By _____

Address

Accepted, as of the date first above written

WESTERN RESOURCES, INC.

By _____

Title _____

PURCHASER -- PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone and department of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed are as follows:

(Please print.)

Name -----	Telephone No. (Including Area Code) -----	Department -----
---------------	---	---------------------

WESTERN RESOURCES, INC.

PURCHASE AGREEMENT

FIRST MORTGAGE BONDS

Date)

Western Resources, Inc.
818 Kansas Avenue
Topeka, Kansas 66612

Dear Sirs:

Referring to the First Mortgage Bonds of Western Resources, Inc. (the "Company") ("Bonds") covered by registration statement on Form S-3 (No. 333-), such registration statement including (i) the prospectus included therein, dated _____, as supplemented by a prospectus supplement dated _____, in the form filed under Rule 424(b) and any additional prospectus supplements relating to the Bonds filed under Rule 424 (such prospectus as so supplemented, including each document incorporated by reference therein is hereinafter called the "Prospectus") and (ii) all documents filed as part thereof or incorporated by reference therein, is hereinafter called the "Registration Statement" on the basis of the representations, warranties and agreements contained in this Agreement, but subject to the terms and conditions herein set forth, the purchaser or purchasers named in Schedule A hereto (the "Underwriters") agree to purchase, severally, and the Company agrees to sell to the Underwriters, severally, the respective principal amounts of the Company's Bonds having the terms described below (the "Purchased Bonds") set forth opposite the name of each Underwriter on Schedule A hereto.

The price at which the Purchased Bonds shall be purchased from the Company by the Underwriters shall be ___% plus accrued interest from _____. The initial public offering price shall be ___% plus accrued interest from _____. The Purchased Bonds will be offered by the Underwriters as set forth in the Prospectus relating to such Purchased Bonds.

The Purchased Bonds will have the following terms:

Title of Bonds: _____

Interest Rate: _____% per annum

Interest Payment Dates: -----

Maturity: -----

Redemption Provisions: -----

Sinking Fund Provisions: -----

Other: -----

Payment for the Purchased Bonds shall be made in the following funds: -----

The time of purchase shall be: -----

The place to which the Purchased Bonds may be checked and packaged shall be: -----

The place(s) at which the Purchased Bonds shall be delivered and sold shall be: -----

Delayed Delivery

Contracts: [authorized] [not authorized]

[Delivery Date

Minimum principal amount of Purchased
Bonds to be sold pursuant
to any Delayed Delivery Contract:

Maximum aggregate principal amount
of Purchased Bonds to be
sold pursuant to all Delayed
Delivery Contracts:

Compensation to
Underwriters:

-----]*

Notices to the Underwriters shall be sent to the following address(es) or
telecopier number(s):

If we are acting as Representative(s) for the several Underwriters named in
Schedule A hereto, we represent that we are authorized to act for such several
Underwriters in connection with the transactions contemplated in this Agreement,
and that, if there are more than one of us, any action under this Agreement
taken by any of us will be binding upon all the Underwriters.

All of the provisions contained in the document entitled "Western
Resources, Inc., First Mortgage Bonds, Standard Purchase Provisions," a copy of
which has been previously furnished to us, are hereby 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.

If the foregoing is in accordance with your understanding of our agreement,
kindly sign and return to us the enclosed duplicate hereof, whereupon it will
become a binding agreement between the Company and the several Underwriters in
accordance with its terms.

Very truly yours,

[Firm Name]

By _____
Title: _____

[Firm Name]

By _____
Title: _____

Acting on behalf of and as Representative(s)
of the several Underwriters named in
Schedule A hereto.*

- - - - -

* To be deleted if the Purchase Agreement is not executed by one or more Underwriters acting as Representative(s) of the Underwriters for purposes of this Agreement.

The foregoing Purchase Agreement is hereby confirmed as of the date first above written.

WESTERN RESOURCES, INC.

By _____
Title _____

SCHEDULE A

Name of Underwriter

Amount

Total

\$

WESTERN RESOURCES, INC.

TO

HARRIS TRUST AND SAVINGS BANK

as Trustee

THIRTY-THIRD SUPPLEMENTAL INDENTURE

Dated as of August 11, 1997

First Mortgage Bonds, 6-7/8% Convertible Series Due 2004,
Convertible at the option of the Company into 6-7/8%
Unsecured Senior Notes Due 2004

First Mortgage Bonds, 7-1/8% Convertible Series Due 2009,
Convertible at the option of the Company into 7-1/8%
Unsecured Senior Notes Due 2009

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THIRTY-THIRD SUPPLEMENTAL INDENTURE, dated as of the 11th day of August, Nineteen Hundred and Ninety-Seven, made by and between Western Resources, 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 Harris Trust and Savings Bank, a corporation organized and existing under the laws of the State of Illinois whose mailing address is 111 West Monroe Street, P.O. Box 755, Chicago, Illinois 60690 (hereinafter called the "Trustee"), as Trustee 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 an issue of First Mortgage Bonds of the Company, issuable in series, and to declare the terms and conditions upon which the Bonds are to be issued thereunder; and

WHEREAS, the Company has heretofore executed and delivered to the Trustee Thirty-Two Supplemental Indentures supplemental to said Original Indenture, of which Thirty 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 August 11, 1997.

Supplemental Indenture Hereinafter Called - - - - -	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
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	35,000,000	None

Supplemental Indenture Hereinafter Called	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Indenture Eighteenth Supplemental Indenture	January 1, 1979	Due 2008 6-3/4% Pollution Control Series	45,000,000	None
Nineteenth Supplemental Indenture	May 1, 1980	Due 2009 8-1/4% Pollution Control Series	45,000,000	None
Twentieth Supplemental Indenture	November 1, 1981	Due 1988 16.95% Series	25,000,000	None
Twenty-First Supplemental Indenture	April 1, 1982	Due 1992 15% Series	60,000,000	None
Twenty-Second Supplemental Indenture	February 1, 1983	Due 2013 9-5/8% Pollution Control Series	58,500,000	None
Twenty-Third Supplemental Indenture	July 1, 1986	Due 1996 8-1/4% Series	60,000,000	None
Twenty-Fourth Supplemental Indenture	March 1, 1987	Due 2017 8-5/8% Series	50,000,000	None
Twenty-Fifth Supplemental Indenture	October 15, 1988	Due 1998 9.35% Series	75,000,000	None
Twenty-Sixth Supplemental Indenture	February 15, 1990	Due 2000 8-7/8% Series	75,000,000	\$75,000,000
Twenty-Seventh Supplemental Indenture	March 12, 1992	7.46% Demand Series	\$370,000,000	None
Twenty-Eighth Supplemental Indenture	July 1, 1992	Due 1999 7-1/4% Series	125,000,000	\$125,000,000
		Due 2022 8-1/2% Series	125,000,000	125,000,000
Twenty-Ninth Supplemental Indenture	August 20, 1992	Due 2002 7-1/4% Series	100,000,000	100,000,000
Thirtieth Supplemental Indenture	February 1, 1993	6% Pollution Control Revenue Refunding Series Due 2033	58,500,000	58,420,000
Thirty-First Supplemental Indenture	April 15, 1993	Due 2023 7.65% Series	100,000,000	100,000,000
Thirty-Second Supplemental Indenture	April 15, 1994	Due 2032 7-1/2% Series	75,500,000	75,500,000

; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds on the basis of net bondable value of property additions not subject to an unfunded prior lien and in substitution for refundable Bonds, upon compliance with the provisions of Article III of the Original Indenture, as amended; and

WHEREAS, the Company desires by this Thirty-Third Supplemental Indenture to supplement the Original Indenture and to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 6-7/8% Convertible Series Due 2004, Convertible at the option of the Company into 6-7/8% Unsecured Senior Notes Due 2004" (hereinafter called "Bonds of the First Convertible Series") and a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 7-1/8% Convertible Series Due 2009, Convertible at the option of the Company into 7-1/8% Un-

secured Senior Notes Due 2009"(hereinafter called "Bonds of the Second Convertible Series") (the 6-7/8% Unsecured Senior Notes Due 2004 and the 7-1/8% Unsecured Senior Notes Due 2009 are hereinafter collectively referred to as the "New Senior Notes"); 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 Thirty-Third 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 Trustee to the Company 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, purport 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 Harris Trust and Savings Bank, 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 rents, 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 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.

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 whatever, 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.

Together with all and singular, the tenements, hereditaments and appurtenances belonging or in any wise 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 hereinbefore 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 Thirty-Third 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 se-

ries 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 the be issued under the Indenture as follows:

ARTICLE I

Description of Bonds of the First and Second Convertible Series

SECTION 1. The First and Second Convertible Series of Bonds to be executed, authenticated and delivered under and secured by the Original Indenture shall be Bonds of the 6-7/8% Convertible Series and Bonds of the 7-1/8% Convertible Series. The Bonds of the First Convertible Series shall be designated as "First Mortgage Bonds, 6-7/8% First Convertible Series Due 2004 convertible at the option of the Company into 6-7/8% Unsecured Senior Notes Due 2004" of the Company. The Bonds of the Second Convertible Series shall be designated as "First Mortgage Bonds, 7-1/8% Second Convertible Series Due 2009, convertible at the option of the Company into 7-1/8% Unsecured Senior Notes Due 2009" of the Company. Each of the Bonds of the First and Second Convertible Series shall be executed, authenticated and delivered in accordance with provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, as amended, and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the First Convertible Series shall mature August 1, 2004 and shall bear interest at the rate of six and seven-eighths percent (6-7/8%) per annum payable semiannually on the 1st days of February and August in each year, commencing February 1, 1998. Bonds of the Second Convertible Series shall mature August 1, 2009, and shall bear interest at the rate of seven and one-eighth percent (7-1/8%) per annum payable semiannually on the 1st days of February and August in each year, commencing February 1, 1998. Every Bond of the First and Second Convertible Series shall be dated the date of authentication except that, notwithstanding the provisions of Section 6 of Article II of the Original Indenture, if any Bond of the First or Second Convertible Series 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, that if at the time of authentication of any Bond of the First or Second Convertible Series interest shall be in default on any such Bond of the First or Second Convertible Series, 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 First or Second Convertible Series 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 First or Second Convertible Series shall bear interest from the February 1 or August 1 next preceding the date thereof, unless such Bond shall be dated prior to February 1, 1998, in which case it shall bear interest from August 11, 1997.

The person in whose name any Bond of the First or Second Convertible Series is registered at the close of business on any record date with regard to any interest payment 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 or the conversion thereof subsequent to such record date and prior to the day following such interest payment date, provided that accrued interest on Bonds of the First or Second Convertible Series converted after a record date but before the related interest payment date, shall be paid to the holder of record of such Bonds of the First or Second Convertible Series on such interest payment date, and the New Senior Notes into which such Bonds of the First or Second Convertible Series shall have been converted will begin to accrue interest from 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 semiannual interest payment date shall mean the close of business on the tenth day next preceding such interest payment date, or, if such tenth day is not a business day, the business day next preceding such tenth day. The Bonds of the First and Second Convertible Series 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. The Bonds of the First and Second Convertible Series shall be registered bonds without coupons of the denominations of \$1,000 and of any multiples of \$1,000, numbered consecutively from R1 upwards. Bonds of the First Convertible Series may be interchanged for each other and Bonds of the Second Convertible Series may be interchanged for each other 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. The Bonds of the First Convertible Series, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF THE FIRST CONVERTIBLE SERIES]

WESTERN RESOURCES, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 6-7/8% CONVERTIBLE SERIES DUE 2004

Convertible at the option of the Company into 6-7/8%
Unsecured Senior Notes Due 2004

DUE AUGUST 1, 2004

No. _____

\$ _____

WESTERN RESOURCES, 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 _____ or registered assigns, on the first day of August, 2004 the sum of _____ Dollars 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 February or August next preceding the date of this Bond at the rate of six and seven-eighths percent (6-7/8%) per annum, payable semiannually, on the first days of February and August in each year, commencing February 1, 1998 (on which date interest from August 11, 1997 will be payable), until maturity, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any February 1 or August 1 as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the tenth day next preceding such interest payment date, or if such tenth day is not a business day, the business day next preceding such tenth day, 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 and premium, if any, and interest on, this Bond are payable at the

agency of the Company in the City of Chicago, Illinois, or, at the option of the holder hereof, 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 shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until Harris Trust and Savings Bank, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, shall have signed the form of certificate endorsed hereon.

The provisions of this Bond are continued on the reverse hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, WESTERN RESOURCES, INC. has caused this Bond to be signed in its name by its Chairman of the Board and Chief Executive Officer or its President 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:

WESTERN RESOURCES, INC.

By _____

Attest:

Secretary

[FORM OF 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 of July 1, 1939 and Supplemental Indenture dated August 11, 1997.

HARRIS TRUST AND SAVINGS BANK,
Trustee,

By _____
Authorized Officer

[FORM OF REVERSE OF BOND OF THE FIRST CONVERTIBLE SERIES]

WESTERN RESOURCES, INC.

First Mortgage Bond, 6-7/8% Convertible Series Due 2004

Convertible at the option of the Company into 6-7/8%
Unsecured Senior Notes Due 2004

DUE AUGUST 1, 2004
(CONTINUED)

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 secured by a Mortgage and Deed of Trust, dated July 1, 1939, executed by the Company to Harris Trust and Savings Bank (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto including the indenture supplemental thereto dated August 11, 1997 (herein called the "Supplemental Indenture"), between the Company and the Trustee (said Mortgage and Deed of Trust, 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, 6-7/8% Convertible Series Due 2004 convertible at the option of the Company into 6-7/8% Unsecured Senior Notes Due 2004" (herein called "Bonds of the First Convertible Series") of the Company, issued under and secured by the Indenture executed by the Company to the Trustee.

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 Bond-

holders 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 and (iii) to make certain other amendments which make the provisions for the release of mortgaged property less restrictive, 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 Indenture.

The Bonds of the First Convertible Series are not redeemable prior to maturity.

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 author-

ized 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.

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.

At any time the Bonds of the First Convertible Series are outstanding, the Company may, solely at its option, convert the Bonds of the First Convertible Series, in whole but not in part, for New Senior Notes (as defined in the Supplemental Indenture). The New Senior Notes would be identical to the Bonds of the First Convertible Series with respect to the maturity date, redemption provisions, interest rate and interest payment dates; however, holders of New Senior Notes will, among other things, no longer be entitled to the security provided by the Indenture since the New Senior Notes will be unsecured obligations of the Company and the financial covenants, the events of default and certain other terms pertaining to the New Senior Notes will differ from those pertaining to the Bonds of the First Convertible Series. Holders of Bonds of the First Convertible Series so converted will be entitled to receive \$1,000 in principal amount of New Senior Notes for each \$1,000 of principal amount of Bonds of the First Convertible Series held by such holder as of the date fixed for Conversion (the "Conversion Date"). In connection with any such conversion, interest on converted Bonds of the First Convertible Series which has accrued but has not been paid as of the Conversion Date will accrue on New Senior Notes from the date on which interest was last paid on the Bonds of the First Convertible Series so converted, provided that accrued interest on Bonds of the First Convertible Series converted after a record date but before the related interest payment date, shall be paid to the holder of record of such Bonds of the First Convertible Series on such interest payment date, and the New Senior Notes into which such Bonds of the First Convertible Series shall have been converted will begin to accrue interest from such interest

payment date. The rights of the holders of the Bonds of the First Convertible Series as bondholders of the Company with respect to the bonds converted will cease and the person or persons entitled to receive the New Senior Notes issuable upon Conversion will be treated as the registered holder or holders of such New Senior Notes from the Conversion Date. Each holder of a Bond of the First Convertible Series and each owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof does so agree. New Senior Notes issued in conversion of Bonds of the First Convertible Series will be issued in principal amounts of \$1,000 and integral multiples thereof. The Company may condition its obligation to convert Bonds of the First Convertible Series upon the satisfaction of certain conditions to be specified in the notice referred to below. The Company will mail to each holder of record of the Bonds of the First Convertible Series to be converted into New Senior Notes written notice thereof at least 15 and not more than 120 days prior to the Conversion Date. The notice must state (i) the Conversion Date, (ii) the place or places where certificates for Bonds of the First Convertible Series may be surrendered for conversion into New Senior Notes, (iii) that interest on the New Senior Notes will accrue from the date on which interest on the Bonds of the First Convertible Series was last paid (except in the case of a Conversion Date after a record date, but before the related interest payment date, in which case interest will accrue from the interest payment date next following such record date) and interest on Bonds of the First Convertible Series shall henceforth no longer accrue, (iv) the conditions, if any, required to be satisfied concurrent with or prior to the Conversion Date, (v) that whether or not certificates for Bonds of the First Convertible Series are surrendered for conversion on such Conversion Date, holders of the Bonds of the First Convertible Series will be treated as holders of New Senior Notes from and after the Conversion Date, (vi) on and after the Conversion Date Bonds of the First Convertible Series shall be deemed refundable bonds, and may be used for any purpose provided for such bonds under the Mortgage.

SECTION 4. The Bonds of the Second Convertible Series and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF THE SECOND CONVERTIBLE SERIES]

WESTERN RESOURCES, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 7-1/8% CONVERTIBLE SERIES DUE 2009

Convertible at the option of the Company into 7-1/8%
Unsecured Senior Notes Due 2009

DUE AUGUST 1, 2009

No. _____

\$ _____

WESTERN RESOURCES, 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 _____ or registered assigns, on the first day of August 2009 the sum of _____ Dollars 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 February or August next preceding the date of this Bond at the rate of seven and one-eighth percent (7-1/8%) per annum, payable semiannually, on the first days of February and August in each year, commencing February 1, 1998 (on which date interest from August 11, 1997 will be payable), until maturity, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any February 1 or August 1 as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the tenth day next preceding such interest payment date, or if such tenth day is not a business day, the business day next preceding such tenth day, 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 and premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois, or, at

the option of the holder hereof, 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 shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until Harris Trust and Savings Bank, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, shall have signed the form of certificate endorsed hereon.

The provisions of this Bond are continued on the reverse hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, WESTERN RESOURCES, INC. has caused this Bond to be signed in its name by its Chairman of the Board and Chief Executive Officer or its President 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:

WESTERN RESOURCES, INC.

By _____

Attest:

Secretary

[FORM OF 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 of July 1, 1939 and Supplemental Indenture dated August 11, 1997.

HARRIS TRUST AND SAVINGS BANK,
Trustee,

By _____
Authorized Officer

[FORM OF REVERSE OF BOND OF THE SECOND CONVERTIBLE SERIES]

WESTERN RESOURCES, INC.

First Mortgage Bond, 7-1/8 % Convertible Series Due 2009

Convertible at the option of the Company into 7-1/8%
Unsecured Senior Notes Due 2009

DUE AUGUST 1, 2009
(CONTINUED)

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 secured by a Mortgage and Deed of Trust, dated July 1, 1939, executed by the Company to Harris Trust and Savings Bank (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto including the indenture supplemental thereto dated August 11, 1997 (herein called the "Supplemental Indenture"), between the Company and the Trustee (said Mortgage and Deed of Trust, 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, 7-1/8 % Convertible Series Due 2009 convertible at the option of the Company into 7-1/8 % Unsecured Senior Notes due 2009" (herein called "Bonds of the Second Convertible Series") of the Company, issued under and secured by the Indenture executed by the Company to the Trustee.

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 Bond-

holders 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 and (iii) to make certain other amendments which make the provisions for the release of mortgaged property less restrictive, 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 Indenture.

The Bonds of the Second Convertible Series are not redeemable prior to maturity.

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 author-

ized 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.

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.

At any time the Bonds of the Second Convertible Series are outstanding, the Company may, solely at its option, convert the Bonds of the Second Convertible Series, in whole but not in part, for New Senior Notes(as defined in the Supplemental Indenture). The New Senior Notes would be identical to the Bonds of the Second Convertible Series with respect to the maturity date, redemption provisions, interest rate and interest payment dates; however, holders of New Senior Notes will, among other things, no longer be entitled to the security provided by the Indenture since the New Senior Notes will be unsecured obligations of the Company and the financial covenants, the events of default and certain other terms pertaining to the New Senior Notes will differ from those pertaining to the Bonds of the Second Convertible Series. Holders of Bonds of the Second Convertible Series so converted will be entitled to receive \$1,000 in principal amount of New Senior Notes for each \$1,000 of principal amount of Bonds of the Second Convertible Series held by such holder as of the date fixed for Conversion (the "Conversion Date"). In connection with any such conversion, interest on converted Bonds of the Second Convertible Series which has accrued but has not been paid as of the Conversion Date will accrue on New Senior Notes from the date on which interest was last paid on the Bonds of the Second Convertible Series so converted, provided that accrued interest on Bonds of the Second Convertible Series converted after a record date but before the related interest payment date, shall be paid to the holder of record of such Bonds of the Second Convertible Series on such interest payment date, and the New Senior Notes into which such Bonds of the Second Convertible Series shall have been converted will begin to accrue interest from such interest

payment date. The rights of the holders of the Bonds of the Second Convertible Series as bondholders of the Company with respect to the bonds converted will cease and the person or persons entitled to receive the New Senior Notes issuable upon conversion will be treated as the registered holder or holders of such New Senior Notes from the Conversion Date. Each holder of a Bond of the Second Convertible Series and each owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof does so agree. New Senior Notes issued in conversion of Bonds of the Second Convertible Series will be issued in principal amounts of \$1,000 and integral multiples thereof. The Company may condition its obligation to convert Bonds of the Second Convertible Series upon the satisfaction of certain conditions to be specified in the notice referred to below. The Company will mail to each holder of record of the Bonds of the Second Convertible Series to be converted into New Senior Notes written notice thereof at least 15 and not more than 120 days prior to the Conversion Date. The notice must state (i) the Conversion Date, (ii) the place or places where certificates for Bonds of the Second Convertible Series may be surrendered for conversion into New Senior Notes, (iii) that interest on the New Senior Notes will accrue from the date on which interest on the Bonds of the Second Convertible Series was last paid (except in the case of a Conversion Date after a record date, but before the related interest payment date, in which case interest will accrue from the interest payment date next following such record date) and interest on Bonds of the Second Convertible Series shall henceforth no longer accrue, (iv) the conditions, if any, required to be satisfied concurrent with or prior to the Conversion Date, (v) that whether or not certificates for Bonds of the Second Convertible Series are surrendered for conversion on such Conversion Date, holders of the Bonds of the Second Convertible Series will be treated as holders of New Senior Notes from and after the Conversion Date, (vi) on and after the Conversion Date Bonds of the Second Convertible Series shall be deemed refundable bonds, and may be used for any purpose provided for such bonds under the Mortgage.

SECTION 5. Until Bonds of the First and Second Convertible Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of the First and Second Convertible Series in temporary form, as provided in Section 9 of Article II of the Original Indenture.

ARTICLE II

Issue of Bonds of the First and Second Convertible Series

SECTION 1. The total principal amount of Bonds of the First and Second Convertible Series 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. Bonds of the First Convertible Series for the aggregate principal amount of Three Hundred and Seventy Million Dollars (\$370,000,000) and Bonds of the Second Convertible Series for the aggregate principal amount of One Hundred and Fifty Million Dollars (\$150,000,000) 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 and Article XVIII of the Original Indenture, as amended.

ARTICLE III

Redemption

SECTION 1. Bonds of the First and Second Convertible Series are not redeemable prior to maturity.

ARTICLE IV

Additional Covenants

The Company hereby covenants, warrants and agrees:

SECTION 1. 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 First and Second Convertible Series, 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 Twenty-Sixth Supplemental Indenture, the Twenty-Eighth Supplemental Indenture, the Twenty-Ninth Supplemental Indenture, the Thirtieth Supplemental Indenture, the Thirty-First Supplemental Indenture, the Thirty-Second Supplemental Indenture or this Supplemental Indenture.

SECTION 2. So long as any Bonds of any series originally issued prior to January 1, 1997 are outstanding, in the event that all or substantially all of the gas properties (either with or without including the gas property in the City of Atchison, Kansas) 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 lesser of

(a) the fair value of the gas 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 gas properties so released pursuant to Section 5 of said Article VII, less the amount of moneys, deposited with the Trustee pursuant to Sections 3(d), 4(d) and 5 of said Article VII on such release, withdrawn or reduced pursuant to Section 1 of Article VIII of the Original Indenture simultaneously with or within three months after such release; or

(a) the greater of

(i) Nine Million Dollars (\$9,000,000) plus One Hundred Seventy-Five Thousand Dollars (\$175,000) for each full year (disregarding any period less than a full year) beginning with July 1, 1949, and ending on the date of such release, less One Million Seven Hundred Thousand Dollars (\$1,700,000), or

(ii) One-half of the fair value of the gas properties so released, as stated in the engineer's certificate required by Section 3(b) of Article VII of the Original Indenture, and one-half of the proceeds of the gas 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:

(aa) 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

(bb) By causing the Trustee to purchase or redeem bonds, pursuant to Section 8 of Article VIII of the Original Indenture.

nal 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.

SECTION 3. 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 this Section 3 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 V

AMENDMENT OF RATIO OF BONDS ISSUABLE; TO PROPERTY ADDITIONS
AND OF CERTAIN OTHER RATIOS. AMENDMENTS OF NET EARNINGS TEST USE OF
FACSIMILE SIGNATURES. AMENDMENT OF ARTICLE XV. RESERVATION OF
RIGHT TO AMEND ARTICLE VII.

SECTION 1. So long as any of the Bonds of any series originally issued prior to January 1, 1997 shall remain outstanding:

(1) 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).

(2) 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.

(3) 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).

(4) 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.

(5) 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:

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

(b) 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.

(c) 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 (i) net non-operating income, (ii) net earnings from mortgaged property other than property of the character of property additions and (iii) net earnings from property not subject to the lien of this Indenture.

(d) 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.

(e) In case the Company shall have acquired any acquired plant or systems or shall have been consoli-

dated 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.

(f) 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.

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.

The terms "net earnings of property 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.

(6) Notwithstanding the provisions of clauses (1) and (2) of subsection (b) 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 (5) 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. All of the Bonds of the First and Second Convertible Series and of any series initially issued after the initial issuance of Bonds of the First and Second Convertible Series 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 First or Second Convertible Series or of any series initially issued after the initial issuance of Bonds of the First or Second Convertible Series 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. Article XV of the Original Indenture is amended so as to substitute "sixty percent (60%)" for "eighty percent (80%)" wherever appearing in said Article XV.

SECTION 4. Article XV of the Original Indenture is further amended by adding thereto a Section 9 to read as follows:

"SECTION 9. (A) Anything in this Article XV contained to the contrary notwithstanding, the Trustee shall receive the written consent (in any number of instruments of similar tenor executed by bondholders or by their attorneys appointed in writing) of the holders of sixty per centum (60%) or more in principal amount of the bonds outstanding hereunder, and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by action taken pursuant to such consent, then also by consent of the holders of at least sixty per centum (60%) in principal amount of each series of bonds so to be affected and outstanding hereunder (at the time the last such needed consent is delivered to the Trustee) in lieu of the holding of a meeting pursuant to this Article XV and in lieu of all action at such a meeting and with the same force and effect as a resolution duly adopted in accordance with the provisions of Section 6 of this Article XV.

"(B) Instruments of consent shall be witnessed or in the alternative may (a) have the signature guaranteed by a bank or trust company or a registered dealer in securities, (b) be acknowledged before a Notary Public or other officer authorized to take ac-

knowledgements, or (c) have their genuineness otherwise established to the satisfaction of the Trustee.

"The amount of bonds payable to bearer, and the series and serial numbers thereof, held by a person executing an instrument of consent (or whose attorney has executed an instrument of consent in his behalf), and the date of his holding the same, may be proved by exhibiting the bonds to and obtaining a certificate executed by (i) any bank or trust or insurance company, or (ii) any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization or similar fund or funds, or (iii) the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State of the United States or any public instrumentality of the United States, or of any State or of any Territory, or (iv) any other person or corporation satisfactory to the Trustee. A bondholder in any of the foregoing categories may sign a certificate in his own behalf.

"Each such certificate shall be dated and shall state, in effect, that, as of the date thereof, a coupon bond or bonds bearing a specified serial number or numbers was deposited with or exhibited to the signer of such certificate. The holding by the person named in any such certificate of any bond specified therein shall be presumed to continue unless (1) any certificate bearing a later date issued in respect of the same bond shall be produced, (2) the bond specified in such certificate (or any bond or bonds issued in exchange or substitution for such bond) shall be produced by another holder, or (3) the bond specified in such certificate shall be registered as to principal in the name of another holder or shall have been surrendered in exchange for a fully registered bond registered in the name of another holder. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of registered bonds shall be proved by the registry books.

"(C) Until such time as the Trustee shall receive the written consent of the necessary per centum in principal amount of the bonds required by the provisions of Subsection (A) above for action contemplated by such consent, any holder of a bond, the serial number of which is shown by the evidence to be included in the bonds the holders of which have con-

mented to such action, may, by filing written notice with the Trustee at its principal office and upon proof of holding as provided in Subsection (B) above, revoke such consent so far as it concerns such bond. Except as aforesaid, any such action taken by the holder of any bond shall be conclusive and binding upon such holder and upon all future holders of such bond (and any bond issued in lieu thereof or exchanged therefor), irrespective of whether or not any notation of such consent is made upon such bond, and in any event any action taken by the holders of the percentage in aggregate principal amount of the bonds specified in Subsection (A) above in connection with such action shall be conclusively binding upon the Company, the Trustee and the holders of all the bonds."

SECTION 5. 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;

"(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 6. 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 6.

ARTICLE VI

Conversion of Bonds of the First and Second Convertible Series.

SECTION 1. At any time after the Bonds of the First Convertible Series are outstanding the Company may, at its option, convert (the "First Convertible Series Conversion") all, but not less than all, of the then outstanding Bonds of the First Convertible Series for the same principal amount of the New Senior Notes. Holders of Bonds of the First Convertible Series so converted will be entitled to receive \$1,000 in principal amount of New Senior Notes for each \$1,000 of principal amount of Bonds of the First Convertible Series held by such holder, as of the date fixed for the First Convertible Series Conversion. At any time after the Bonds of the Second Convertible Series are outstanding the Company may, at its option, convert (the "Second Convertible Series Conversion") all, but not less than all, of the then outstanding Bonds of the Second Convertible Series for the same principal amount of the New Senior Notes. Holders of Bonds of the Second Convertible Series so converted will be entitled to receive \$1,000 in principal amount of New Senior Notes for each \$1,000 of principal amount of Bonds of the Second Convertible Series held by such holder as of the date fixed for the Second Convertible Series Conversion. The First Convertible Series Conversion and the Second Convertible Series Conversion are referred to collectively herein as the "Conversion" and any date set for a Conversion is referred to as the "Conversion Date".

SECTION 2. The Company may condition its obligation to convert the Bonds of the First or Second Convertible Series upon the satisfaction of such conditions as the Company may include in the notice required by Section 3 of this Article VI, and no event of default shall arise hereunder from the failure to convert such Bonds of the First or Second Convertible Series in the event such conditions are not satisfied.

SECTION 3. In connection with any such Conversion, interest on converted Bonds of the First or Second Convertible Series which has accrued but has not been paid as of the Conversion Date will accrue on New Senior Notes from the date on which interest was last paid on the Bonds of the First or Second Convertible Series so converted and interest on such Bonds shall cease to accrue, provided that accrued interest on Bonds of the First or Second Convertible Series converted after a record date but before the related interest payment date, shall be paid to the holder of record of such Bonds of the First or Second Convertible Series on such interest payment date and interest on such Bonds shall cease to accrue, and the New Senior Notes into which such Bonds of the First or Second Convertible Series shall have been converted will begin to accrue interest from such interest payment date. The rights of the holders of the Bonds of the First or Second Convertible Series as bondholders of the Company with respect to the bonds converted will cease and the person or persons entitled to receive the New Senior Notes issuable upon Conversion will be treated as the registered holder or holders of such New Senior Notes from the Conversion Date. New Senior Notes issued in conversion of Bonds of the First or Second Convertible Series will be issued in principal amounts of \$1,000 and integral multiples thereof. The Company may condition its obligation to convert Bonds of the First or Second Convertible Series upon the satisfaction of certain conditions to be specified in the notice referred to below. The Company will mail to each holder of record of the Bonds of the First or Second Convertible Series to be converted into New Senior Notes written notice thereof at least 15 and not more than 120 days prior to the Conversion Date. The notice must state (i) the Conversion Date, (ii) the place or places where certificates for Bonds of the First or Second Convertible Series may be surrendered for conversion into New Senior Notes, (iii) that interest on the New Senior Notes will accrue from the date on which interest on the Bonds of the First or Second Convertible Series was last paid (except in the case of a Conversion Date after a record date, but before the related interest payment date, in which case interest will accrue from the interest payment date next following such record date) and interest on Bonds of the First or Second Convertible Series shall henceforth no longer accrue, (iv) the conditions, if any, required to be satisfied concurrent with or prior to the Con-

version Date, (v) that whether or not certificates for Bonds of the First or Second Convertible Series are surrendered for conversion on such Conversion Date, holders of the Bonds of the First or Second Convertible Series will be treated as holders of New Senior Notes from and after the Conversion Date and (vi) on and after the Conversion Date Bonds of the First or Second Convertible Series shall be deemed refundable bonds, and may be used for any purpose provided for such bonds under the Mortgage.

SECTION 4. Any of the Bonds of the First or Second Convertible Series delivered to the Trustee for conversion pursuant to this Article VI shall be forthwith canceled by the Trustee, provided that whether or not so delivered all converted Bonds of the First or Second Convertible Series shall be refundable Bonds as defined in the Indenture, and shall no longer be outstanding thereunder, and shall be useable by the Company to satisfy the conditions under Section 2 of Article VIII of the Original Indenture and in Section 2 of Article IV of the Twenty-Sixth Supplemental Indenture dated as of February 15, 1990, the Twenty-Eighth Supplemental Indenture dated July 1, 1992, the Twenty-Ninth Supplemental Indenture dated as of August 20, 1992, the Thirtieth Supplemental Indenture dated as of February 1, 1993, the Thirty-First Supplemental Indenture dated as of April 15, 1993 and the Thirty-Second Supplemental Indenture dated as of April 15, 1994 and any similar provision contained in any Supplemental Indenture entered after the date of this Supplemental Indenture.

ARTICLE VII

Miscellaneous Provisions.

SECTION 1. 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. 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. 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. 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. 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. The Titles of the several Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, WESTERN RESOURCES, 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 HARRIS TRUST AND SAVINGS BANK, 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 Chairman of the Board, Chief Executive Officer, President or a Vice President and its corporate seal to be attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

(CORPORATE SEAL)

WESTERN RESOURCES, INC.

By: /s/ Steven L. Kitchen

Steven L. Kitchen
Executive Vice President
and Chief Financial Officer

ATTEST:

By: /s/ Richard D. Terril

Richard D. Terril
Secretary

Executed, sealed and delivered by
WESTERN RESOURCES, INC.
in the presence of:

By: /s/ Stacy F. Kramer

Stacy F. Kramer

By: /s/ Rita J. Petty

Rita J. Petty

HARRIS TRUST AND SAVINGS BANK,
As Trustee

By: /s/ Judith Bartolini

Judith Bartolini

ATTEST:

By: D.G. Donovan

Executed, sealed and delivered by HARRIS TRUST AND SAVINGS BANK in the presence
of:

By: R. Johnson

By: R. R. Reil

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

BE IT REMEMBERED, that on this ____ day of _____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came _____ and _____, of Western Resources, 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 _____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came _____ and _____, of Harris Trust and Savings Bank, a corporation duly organized, incorporated and existing under the laws of the State of Illinois, 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 _____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came _____ and _____, of Western Resources, 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 _____ is Executive Vice President and Chief Financial Officer and that the said _____ is 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

THIRTY-THIRD SUPPLEMENTAL INDENTURE

Dated August 11, 1997

Western Resources, Inc.

to

Harris Trust and Savings Bank

DESCRIPTION OF PROPERTIES
LOCATED IN THE STATE OF KANSAS

FIRST

PARCELS OF REAL ESTATE

DICKINSON COUNTY

Electric Substation

A tract of land in the Northeast Corner of Section 12, Township 14 South, Range 3 East of the Sixth Principal Meridian, Dickinson County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter as the Point of Beginning; thence on an assumed bearing of South 0 degrees, 14 minutes, 56 seconds, East, coincident with the East line of said Northeast Quarter, a distance of 340.00 feet; thence on a bearing of South 89 degrees, 51 minutes, 22 seconds, West, parallel with the North line of said Northeast Quarter, a distance of 220.00 feet; thence on a bearing of North 0 degrees, 14 minutes, 56 seconds, West, parallel with the East line of said Northeast Quarter, a distance of 340.00 feet; thence on a bearing of North 89 degrees, 51 minutes, 22 seconds, East, on the North line of said Northeast Quarter, a distance of 220.00 feet to the Point of Beginning.

The above described tract of land contains 1.72 acres, more or less, less existing road right of way.

Electric Substation

A tract of land located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas, more particularly described as follows:

Beginning at a point 1220 feet West and 30 feet North of the Southeast Corner of said NW1/4; thence North parallel to the East line of said NW1/4 a distance of 295 feet to a point on the South line of a vacated North Ninth Street in Boston Heights Addition to the City of Abilene, Kansas; thence East coincident with the South line of said vacated North Ninth Street a distance of 170 feet; thence South parallel to the East line of said NW1/4 a distance of 295 feet; thence West to the Point of Beginning.

JEFFERSON COUNTY

Electric Substation

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Seven South (T7S), Range Eighteen East (R18E) of the 6th P.M., in Jefferson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner (SEcr) of said Southeast Quarter (SE/4) Section; thence West on AZ 270 degrees, 22 minutes, 15 seconds, 1,478.81 feet coincident with the South line of said Quarter Section; thence on AZ 05 degrees, 30 minutes, 58 seconds, 35.14 to the North Right of Way Line of County Road FAS 1325, said point being the POINT OF BEGINNING; thence continuing North on AZ 05 degrees, 30 minutes, 58 seconds, 523.51 feet; thence on AZ 52 degrees, 28 minutes, 12 seconds, 553.68 feet; thence on AZ 142 degrees, 28 minutes, 12 seconds, 550.00 feet to the North Right of Way Line of County Road FAS 1325; thence on AZ 232 degrees, 28 minutes, 12 seconds, 545.97 feet coincident with said Right of Way Line; thence around a curve to the right 288.98 feet having a radius of 436.68 feet and a chord AZ of 251 degrees, 25 minutes, 13 seconds, 283.74 feet, coincident with said Right of Way Line; thence on AZ 270 degrees, 22 minutes, 15 seconds, 122.53 feet to the POINT OF BEGINNING.

KINGMAN COUNTY

Compressor Station

A tract of land located in the Northwest Quarter (NW/4) of Section Seven (7), Township Twenty-Eight (28) South, Range Eight (8) West, Kingman County, more fully described as follows:

Beginning at the Northwest Corner of Section Seven, Township Twenty-Eight (28) South, Range Eight (8) West, thence East along North Line of said Section a distance of 1640 feet; thence South 110 feet; thence West, parallel to the North Line of said Section a distance of 1640 feet; thence North 110 feet to the place of beginning.

LEAVENWORTH COUNTY

Electric Substation

A tract of land in the Northeast Quarter (NE1/4) of Section 35, Township 9 South, Range 22 East of the 6th P.M., in Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner of said NE1/4; thence South 00 degrees, 15 minutes, 15 seconds, East, 1271.9 feet coincident with the East line of said Quarter Section to the POINT OF BEGINNING; thence continuing South 00 degrees, 15 minutes, 15 seconds, East, 620.0 feet; thence South 90 degrees, 00 minutes, 00 seconds, East, 480.0 feet to the POINT OF BEGINNING, containing 6.83 acres, more or less.

MCPHERSON COUNTY

A tract of land in the Southwest Quarter (SW1/4) of Section 7, Township 17 South, Range 3 West of the 6th P.M., McPherson County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said SW1/4; thence on an assumed bearing of North 00 degrees, 19 minutes, 04 seconds, West, coincident with the East Line of said SW1/4, a distance of 30 feet to intersect the North right of way line of the county road and the POINT OF BEGINNING; thence on a bearing of South 89 degrees, 27 minutes, 39 seconds, West, coincident with said North right of way line, a distance of 100 feet; thence North 00 degrees, 19 minutes, 04 seconds, West, parallel with the

East line of said SW1/4, a distance of 870.00 feet; thence South 89 degrees, 27 minutes, 39 seconds, West, a distance of 300.00 feet; thence North 00 degrees, 19 minutes, 04 seconds, West, a distance of 560.00 feet; thence North 89 degrees, 27 minutes, 39 seconds, East, a distance of 400.00 feet; thence South 00 degrees, 19 minutes, 04 seconds, East, a distance of 1,430.00 feet to the POINT OF BEGINNING.

RENO COUNTY

Compressor Station

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Twenty-Three (23), Range Six (6) West, Reno County, more fully described as follows:

Beginning on the East line of said SE/4 at a point Three Hundred and Fifty (350) feet North of the Southeast Corner of said SE/4; thence West, parallel to the South line of said SE/4 a distance of Six Hundred and Fifty (650) feet; thence North, parallel to said East line a distance of Two Hundred and Fifty (250) feet; thence East, parallel to said South line a distance of Six Hundred and Fifty (650) feet to said East line; thence South along said East line to the point of beginning.

SALINE COUNTY

Electric Substation

The North 250 feet of Lot One, and all of Lots Two and Three in Block Two of the Wheatridge Addition to the City of Salina, Saline County, Kansas.

SECOND

ELECTRICAL TRANSMISSION LINES
LOCATED IN THE STATE OF KANSAS

Line 115-90 6th Street Sub. to
Lawrence Hill Sub.

A 115,000 volt single pole wood and steel, and H-frame wood overhead electric transmission line three and thirteen hundredths (3.13) miles in length beginning at 6th Street Substation located in the SW 1/4 of Section 30, Township 12 South, Range 20 East, Douglas County, Kansas;

thence extending Northwesterly to a point near the Southeast corner NW 1/4 Section 25, Township 12 South, Range 19 East, Douglas County, Kansas; thence continuing Northwesterly through said Section 25 and 24 to a point near the Southwest corner NW 1/4 NE 1/4 of said Section 24; thence Northwesterly to a point near the Northwest corner NE 1/4 NW 1/4 Section 24, Township 12 South, Range 19 East, Douglas County, Kansas; thence Westerly through the SW 1/4 Section 13, Township 12 South, Range 19 East, Douglas County, Kansas to a point near the Southwest corner SW 1/4 of said Section 13; thence Southwesterly through Section 14, Township 12 South, Range 19 East, Douglas County, Kansas to a point near the Northeast corner NE 1/4 Section 23, Township 12 South, Range 19 East, Douglas County, Kansas; thence West to a point near the Northeast corner NW 1/4 NE 1/4 of said Section 23; thence Northwesterly to a point near the Southeast corner SW 1/4 SE 1/4 Section 14, Township 12 South, Range 19 East, Douglas County, Kansas; thence Westerly to a point near the Southeast corner SW 1/4 SW 1/4 NE 1/4 of said Section 14; thence North to a point near the Southeast corner NW 1/4 SW 1/4 NE 1/4 of said Section 14; thence West to Lawrence Hill Substation located in the SE 1/4 SW1/4 Section 14, Township 12 South, Range 19 East, Douglas County, Kansas.

Line 115-47 Wildcat Creek Sub. to
KSU Campus Sub.

A 115,000 volt single pole wood overhead electric transmission line one and one hundredths (1.01) miles in length beginning at KSU Campus Substation located in the NW 1/4 Section 7, Township 10 South, Range 8 East, Riley County, Kansas; thence North through said Section 7 and 6 to a point near the Northwest corner NW 1/4 Section 6, Township 10 South, Range 8 East, Riley County, Kansas; this point connecting with the existing overhead electric transmission line to Wildcat Creek Substation.

Line 115-47 KSU Campus Sub. to
Matters Corner Sub.

A 115,000 volt single pole wood overhead electric transmission line one and twenty seven hundredths (1.27) miles in length beginning at KSU Campus Substation located in the NW 1/4 Section 7, Township 10 South, Range 8 East, Riley County, Kansas; thence East to a point near the Southeast corner NW 1/4

NW 1/4 of said Section 7; thence Northeasterly through said Section 7 and 6 to Matters Corner Substation located near the Northeast corner NW 1/4 Section 6, Township 10 South, Range 8 East, Riley County, Kansas.

Line 115-88 Southtown Sub. to Southtown Jct.

A 115,000 volt single and double circuit, single pole wood, overhead electric transmission line forty hundredths (0.40) miles in length, beginning at Southtown Substation located near the Southwest corner SW 1/4, Section 36, Township 13 South, Range 23 East, Johnson County, Kansas; thence extending Easterly to Southtown Junction, located near the Southwest corner SW 1/4 SE 1/4, Section 36, Township 13 South, Range 23 East, Johnson County, Kansas.

THIRD

NATURAL GAS FACILITIES

RENO COUNTY

Compressor Station

A certain gas fired, reciprocating, electric motor driven 7500 horsepower compressor station connecting Company Line No. 1612 to Yaggy Storage Field located on a tract in the Southeast Quarter (SE/4) of Section Twenty-Five (25), Township Twenty-Two (22) South, Range Seven (7) West, Reno County.

Natural Gas Storage Field (Yaggy)

A certain bedded salt, natural gas storage field, including bedded salt caverns, wellhead facilities, valving and piping, located on tracts in the South One-Half (S/2) of Section Thirty (30), and the Southwest Quarter (SW/4) of Section Twenty-Five (25), all in Township Twenty-Two (22) South, Range Six (6) West, Reno County.

FOURTH

PIPELINES LOCATED IN THE STATE OF KANSAS

Line 1 - Line 1612

A certain sixteen (16) inch steel gas transmission line approximately eleven and seventy-four hundredths (11.74) miles in length commencing at a point of connection with Company Compressor (Hutchinson) in the Southeast

Quarter (SE/4) of Section Thirty-Six (36), Township Twenty-Three (23) South, Range Six (6) West, Reno County; thence extending in a Northwesterly direction to a point of connection with Company Storage (Yaggy) in the Southeast Quarter (SE/4) of Section Twenty-Five (25), Township Twenty-Two (22) South, Range Seven (7) West, Reno County.

Line 2 - Line 0481

A certain four (4) inch steel gas transmission line approximately one and twenty hundredths (1.20) miles in length commencing at a point of connection with Company Line 0481 in the Northeast Quarter (NE/4) of Section Six (6), Township Thirty-Three (33) South, Range Twenty-Two (22) West, Clark County; thence extending in a southwesterly direction to a point of connection with Company Ashland Town Border Station in the Southeast Quarter (SE/4) of Section One (1), Township Thirty-Three (33) South, Range Twenty-Three (23) West, Clark County.

Line 3 - Line 0633

A certain six (6) inch steel gas transmission line approximately nine and fourteen hundredths (9.14) miles in length commencing at a point of connection with Company Line 0854 in the Southeast Quarter (SE/4) of Section Fourteen (14), Township Nineteen (19) South, Range One (1) West, McPherson County; thence extending East to a point of connection with Company Line 0440 in the Northwest Quarter (NW/4) of Section Twenty-One (21), Township Nineteen (19) South, Range Two (2) East, Marion County.

Line 4 - Line 1009

A certain ten (10) inch steel gas transmission line approximately six and thirty-five hundredths (6.35) miles in length commencing at a point of connection with Others' Facilities in the Northwest Quarter (NW/4) of Section Two (2), Township Thirty-One (31) South, Range Thirty-Six (36) West, Stevens County; thence extending northeasterly to a point of connection with Company Metering Facilities located in the Northeast Quarter (NE/4) of Section Five (5), Township Thirty (30) South, Range Thirty-Five (35) West, Grant County.

Line 5 - Line 1211

A certain twelve (12) inch steel gas transmission line approximately six and fifty hundredths (6.50) miles in length commencing at a point of connection with Company

Line 1211 in the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Seventeen (17) South, Range Two (2) West, McPherson County; thence extending in a northerly direction to a point of connection with Company Line 0803 in the Northwest Quarter (NW/4) of Section Thirty-One (31), Township Sixteen (16) South, Range Two (2) West, Saline County.

Line 6 - Line 0842

A certain eight (8) inch steel gas transmission line approximately twenty-nine and fifty hundredths (29.50) miles in length commencing at a point of connection with Company Line 0842 in the Northwest Quarter (NW/4) of Section Nine (9), Township Nineteen (19) South, Range Thirteen (13) West, Barton County; thence extending in a north-northwesterly direction to a point of connection with Company Line 0853 in the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Seventeen (17) South, Range Seventeen (17) West, Rush County.

Line 7 - Line 0630

A certain six (6) inch steel gas transmission line approximately four and thirty hundredths (4.30) miles in length commencing at a point of connection with Company Line 0630 in the Southwest Quarter (SW/4) of Section Eleven (11), Township Nineteen (19) South, Range Two (2) West, McPherson County; thence extending in a northwesterly direction to a point of connection with Company Metering Facility (Salina Check Meter) in the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Eighteen (18) South, Range Two (2) West, Saline County.

Line 8 - Line 0853

A certain eight (8) inch steel gas transmission line approximately four and ninety hundredths (4.90) miles in length commencing at a point of connection with Company Line 0853 in the Southwest Quarter (SW/4) of Section Three (3), Township Fourteen (14) South, Range Sixteen (16) West, Ellis County; thence extending in an east-northeasterly direction to a point of connection with Company Line 0608 the Northwest Quarter (NW/4) of Section Thirty-Three (33), Township Thirteen (13) South, Range Fifteen (15) West, Russell County.

Line 9 - Line 0633

A certain six (6) inch steel gas transmission line approximately four and fifty-seven hundredths (4.57) miles in length commencing at a point of connection with Company Line 0406 in the Northwest Quarter (NW/4) of Section Eight (8), Township Nineteen (19) South, Range Three (3) East, Marion County; thence extending in an easterly direction to a point of connection with Company Line 0405 the Northeast Quarter (NE/4) of Section Twelve (12), Township Nineteen (19) South, Range Three (3) East, Marion County.

Line 10 - Line 2401

A certain twenty-four (24) inch steel gas transmission line approximately one (1) mile in length commencing at a point of connection with Company Line 2202 in the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Twenty-Three (23) South, Range Six (6) West, Reno County; thence extending in a Northeasterly direction to a point of connection with Company Line 2401 in the Northwest Quarter (NW/4) of Section Thirty-One (31), Township Twenty-Three (23) South, Range Five (5) West, Reno County.

Line 11 - Line 1006

A certain ten (10) inch steel gas transmission line approximately seven and seventy-nine hundredths (7.79) miles in length commencing at a point of connection with Company Line 1006 in the Northwest Quarter (NW/4) of Section Thirty-Five (35), Township Thirty-One (31) South, Range Forty (40) West, Morton County; thence extending in a southerly direction to a point of connection with Others Facility (Anadarko Petroleum Company) in the Southwest Quarter (SW/4) of Section Two (2), Township Thirty-Three (33) South, Range Forty (40) West, Morton County.

Line 12 - Line 1220

A certain twelve (12) inch steel gas transmission line approximately zero and thirty-eight hundredths (0.38) miles in length commencing at a point of connection with Company Line 1605 in the Southeast Quarter (SE/4) of Section Fourteen (14), Township Nineteen (19) South, Range Three (3) West, McPherson County; thence extending in an easterly direction to a point of connection with Others Facility (BPU) in the Northwest Quarter (NW/4) of Section Twenty-Four (24), Township Nineteen (19) South, Range Three (3) West, McPherson County.

WESTERN RESOURCES, INC.

TO

HARRIS TRUST AND SAVINGS BANK

as Trustee

_____ SUPPLEMENTAL INDENTURE

Dated as of [], 2000

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should not be considered as such. It is included only for purposes of convenience.

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APPENDIX A

DESCRIPTION OF PROPERTIES

SUPPLEMENTAL INDENTURE, dated as of the [] day of [], Two Thousand, made by and between Western Resources, 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 [Harris Trust and Savings Bank, a corporation organized and existing under the laws of the State of Illinois whose mailing address is 111 West Monroe Street, P.O. Box 755, Chicago, Illinois 60690] (hereinafter called the "Trustee"), as Trustee 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 an 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 Thirty-Three Supplemental Indentures supplemental to said Original Indenture, of which Thirty-One 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 [], 2000.

Supplemental Indenture Hereinafter Called -----	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
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

Supplemental Indenture Hereinafter Called -----	Date ----	Series of First Mortgage Bonds Provided For -----	Principal Amount Issued -----	Principal Amount Outstanding -----
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 2017	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	125,000,000
Twenty-Ninth Supplemental Indenture	August 20, 1992	7-1/4% Series Due 2002	100,000,000	100,000,000
Thirtieth Supplemental Indenture	February 1, 1993	6% Pollution Control Revenue Refunding Series Due 2033	58,500,000	58,410,000
Thirty-First Supplemental Indenture	April 15, 1993	7.65% Series Due 2023	100,000,000	100,000,000
Thirty-Second Supplemental Indenture	April 15, 1994	7-1/2% Series Due 2032	75,500,000	75,500,000

Supplemental Indenture Hereinafter Called -----	Date ----	Series of First Mortgage Bonds Provided For -----	Principal Amount Issued -----	Principal Amount Outstanding -----
Thirty-Third Supplemental Indenture	August 11, 1997	6-7/8% Convertible Series Due 2004 7-1/8% Convertible Series Due 2009	370,000,000 150,000,000	None None

; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds on the basis of net bondable value of property additions not subject to an unfunded prior lien and in substitution for refundable Bonds, upon compliance with the provisions of Article III of the Original Indenture, as amended; and

WHEREAS, the Company desires by this Supplemental Indenture to supplement the Original Indenture and to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, []% Series Due [], (hereinafter called "Bonds of the Series"); 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 Trustee to the Company 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, purport 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 Harris Trust and Savings Bank, 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 rents, 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 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 whatever, 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 any wise 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 Series

SECTION 1. The Series of Bonds to be executed, authenticated and delivered under and secured by the Original Indenture shall be Bonds of the []% Series. The Bonds of the Series shall be designated as "First Mortgage Bonds, []% Series Due 20[]." Each of the Bonds of the Series shall be executed, authenticated and delivered in accordance with provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, as amended, and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the Series shall mature [], and shall bear interest at the rate of [] ([]%) per annum payable semiannually on the 1st days of [] and [] in each year, commencing []. Every Bond of the Series shall be dated the date of authentication except that, notwithstanding the provisions of Section 6 of Article II of the Original Indenture, if any Bond of the Series 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, that if at the time of authentication of any Bond of the Series interest shall be in default on any such Bond of the Series, 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 Series 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 Series shall bear interest from the [] or [] next preceding the date thereof, unless such Bond shall be dated prior to [], in which case it shall bear interest from [].

The person in whose name any Bond of the Series is registered at the close of business on any record date with regard to any interest payment 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 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 semiannual interest payment date shall mean the close of business on the tenth day next preceding such interest payment date, or, if such tenth day is not a business day, the business day next preceding such tenth day. The Bonds of the Series 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. The Bonds of the Series shall be registered bonds without coupons of the denominations of \$1,000 and of any multiples of \$1,000, numbered consecutively from R1 upwards. Bonds of the Series may be interchanged for each other 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. The Bonds of the Series, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF THE SERIES]

WESTERN RESOURCES, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, []% SERIES DUE 20[]

DUE []

No. _____

\$ _____

WESTERN RESOURCES, 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 _____ or registered assigns, on the first day of [] the sum of _____ Dollars 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 [] or [] next preceding the date of this Bond at the rate of [] ([]%) per annum, payable semiannually, on the first days of [] and [] in each year, commencing [] (on which date interest from [] will be payable), until maturity, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any [] or [] as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the tenth day next preceding such interest payment date, or if such tenth day is not a business day, the business day next preceding such tenth day, 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 and premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois, or, at the option of the holder hereof, 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 shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until Harris Trust and Savings Bank, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, shall have signed the form of certificate endorsed hereon.

The provisions of this Bond are continued on the reverse hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, WESTERN RESOURCES, INC. has caused this Bond to be signed in its name by its Chairman of the Board and Chief Executive Officer or its President 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:

WESTERN RESOURCES, INC.

By: _____

Attest:

Secretary

[FORM OF 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 of July 1, 1939 and Supplemental Indenture dated [].

HARRIS TRUST AND SAVINGS BANK,
Trustee,

By: _____
Authorized Officer

[FORM OF REVERSE OF BOND OF THE _____ SERIES]

WESTERN RESOURCES, INC.

First Mortgage Bond, []% _____ Series Due 20[]

DUE [], 20[]
(CONTINUED)

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 secured by a Mortgage and Deed of Trust, dated July 1, 1939, executed by the Company to Harris Trust and Savings Bank (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto including the indenture supplemental thereto dated [] (herein called the "Supplemental Indenture"), between the Company and the Trustee (said Mortgage and Deed of Trust, 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, []% Series Due 20[]" (herein called "Bonds of the Series") of the Company, issued under and secured by the Indenture executed by the Company to the Trustee.

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 and (iii) to make certain other amendments which make the provisions for the release of mortgaged property less restrictive, 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 Indenture.

*[The Bonds of the _____ Series are not redeemable prior to maturity.

The Bonds of the _____ Series are subject to redemption at any time or from time to time prior to maturity at the option of the Company, subject to certain restrictions with respect to redemptions prior to _____ as set forth in the aforesaid Supplemental Indenture, and upon application of certain moneys included in the trust estate, either as a whole or in part by lot, upon payment of the Redemption Prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions of, and as more fully set forth in, the Indenture.

If Redeemed During the Twelve-Month Period Beginning -----	Redemption Price Expressed as a Percentage of the Principal Amount of the Bonds -----	If Redeemed During the Twelve-Month Period Beginning -----	Redemption Price Expressed as a Percentage of the Principal Amount of the Bonds -----
	%		%

Such redemption in every case shall be effected upon notice given by first class mail, postage prepaid, 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, all subject to the conditions of, and as more fully set forth in, the Indenture.]

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 Man-

* The following description will be amended as appropriate to reflect whether or not the series of Bonds is subject to redemption.

If the Bonds are subject to a sinking fund or any similar fund, appropriate language will be added to that effect.

hattan, 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.

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.

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

ARTICLE II

Issue of Bonds of the _____ Series

SECTION 1. The total principal amount of Bonds of the Series 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. Bonds of the _____ Series for the aggregate principal amount of [] Million Dollars (\$[]) 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 and Article XVIII of the Original Indenture, as amended.

ARTICLE III

Redemption.*

SECTION 1. [Bonds of the _____ Series are not redeemable prior to maturity.]

Bonds of the _____ Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company and pursuant to Section 8 of Article VIII of the Original Indenture either as a whole or in part, upon payment of the applicable percentage of the principal amount thereof set forth under the heading "Redemption Price" in the tabulation in the form of Bonds of the _____ Series set forth in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

Notwithstanding the foregoing provisions of this Section, Bonds of the _____ Series shall not be redeemable as set forth in the preceding paragraph prior to _____ if the moneys for such redemption are obtained by the Company directly or indirectly from or in anticipation of the borrowing by or for the account of the Company at an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowing, but without any adjustment for commissions, underwriting discounts and expenses in connection with such borrowing) of _____ or less per annum or are obtained from an affiliate of the Company.

SECTION 2. Subject to the provisions of Article V of the Original Indenture, the Company shall cause notice of redemption to be given by first class mail, postage prepaid, at least thirty days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds at their addresses as the same shall appear on the transfer register of the Company.

SECTION 3. Unless the Bonds of the _____ Series have been declared due and payable prior to their maturity by reason of an event of default, commencing [] the Representative (as defined below) of a deceased holder of an interest in the Bonds of the _____ Series (a "Beneficial Owner") has the right to request redemption of all or part of his or her interest Bonds of the _____ Series, expressed in integral multiples of \$1,000, for payment prior to maturity, and the Company will redeem the same subject to the limitations that the Company will not be obligated to redeem during the period beginning [] ending [], and during any twelve month period ending []

- - - - -

* The following description will be modified or deleted as appropriate to reflect whether or not the series of Bonds is subject to redemption under all or some of the provision set forth.

If the Bonds are subject to a sinking fund or any similar fund, appropriate language will be added to that effect.

thereafter, (i) on behalf of the deceased Beneficial Owner any interest in the Bonds of the _____ Series which exceeds an aggregate principal amount of \$ and (ii) interests in the Bonds of the _____ Series in the aggregate principal amount exceeding percent (%) of the aggregate principal amount of Bonds of the _____ Series originally issued, or \$. In the case of interests in the Bonds of the _____ Series owned by a deceased Beneficial Owner, a request for redemption may be presented to the Trustee at any time and in any principal amount. If the Company, although not obligated to do so, chooses to redeem interests of a deceased Beneficial Owner in the Bonds of the _____ Series in any such period in excess of the \$ limitation, such redemption, to the extent that it exceeds the \$ limitation for any Beneficial Owner, shall not be included in the computation of the percent (%) limitation for such period or any succeeding period.

Subject to the \$ and percent (%) limitations, the Company will upon the death of any Beneficial Owner redeem the interest of the Beneficial Owner in the Bonds of the _____ Series within 60 days following receipt by the Trustee of a validly completed Redemption Request, as hereinafter defined, including all supporting documentation, from such Beneficial Owner's personal representative, or surviving joint tenant(s), tenant(s) by the entirety or tenant(s) in common, or other persons entitled to effect such a Redemption Request (each, a "Representative"). If Redemption Requests exceed either the \$ or % per payment period limitations then such excess Redemption Request (subject in the case of the \$ limitation to the provisions of the last sentence of the preceding paragraph) will be applied to successive periods in the order of receipt for prepayment, regardless of the number of periods required to redeem such interest unless sooner withdrawn as described below.

A request for redemption of an interest in the Bonds of the _____ Series may be made by delivering a request to the depository, if any, in whose names the certificate or certificates representing the Bonds of the _____ Series are registered (the "Depository") in the case of a participant in the system of such Depository, including securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with such a participant, either directly or indirectly (a "Participant") which is the Beneficial Owner of such interest, or to the Participant through whom the Beneficial Owner owns such interest, in form satisfactory to the Participant, together with evidence of death of the Beneficial Owner and the authority of the Representative satisfactory to the Participant and the Trustee. A Representative of a deceased Beneficial Owner may make the request for redemption and shall submit such other evidence of the right to such redemption as the Participant or Trustee shall require. The request shall specify the principal amount of the Bonds of the _____ Series to be redeemed. A request for redemption in form satisfactory to the Participant and accompanied by the documents relevant to the request as above provided, together with a certification by the Participant that it holds the interest on behalf of the deceased Beneficial Owner with respect to whom the request for redemption is being made (the "Redemption Request") shall be provided to the Depository by a Participant and the Depository will forward the request to the Trustee. Redemption Requests, including all supporting documentation, shall be in the form satisfactory to the Trustee and no request for redemption shall be considered validly made until the Redemption Request and all supporting documentation, in form satisfactory to the Trustee, shall have been received by the Trustee.

The price to be paid by the Company for an interest in the Bonds of the _____ Series to be redeemed pursuant to a request from a deceased Beneficial Owner's Representative is one hundred percent (100%) of the principal amount thereof plus accrued but unpaid interest to the date of redemption. Subject to arrangements with the Depositary, payment for interests in the Bonds of the _____ Series which are to be redeemed shall be made to the Depositary within 60 days following receipt by the Trustee of the Redemption Request, including all supporting documentation, and the Bonds of the _____ Series to be redeemed in the aggregate principal amount specified in the Redemption Requests submitted to the Trustee by the Depositary which are to be fulfilled in connection with such payment. An acquisition of Bonds of the _____ Series by the Company or its subsidiaries other than by redemption at the option of any Representative of a deceased Beneficial Owner shall not be included in the computation of either the \$ or percent (%) limitation for any period.

Interests in the Bonds of the _____ Series held in tenancy by the entirety, joint tenancy or by tenants in common will be deemed to be held by a single Beneficial Owner and the death of a tenant in common, tenant by the entirety or joint tenant will be deemed to be the death of the Beneficial Owner. The death of a person who, during such person's lifetime, was entitled to substantially all of the rights of a Beneficial Owner will be deemed the death of the Beneficial Owner, regardless of the recordation of such interest on the records of the Participant, if such rights can be established to the satisfaction of the Participant and the Trustee.

Any Redemption Request may be withdrawn upon delivery of a written request for such withdrawal given to the Trustee by the Depositary prior to payment for redemption of the interest in the Bonds of the _____ Series.

ARTICLE IV

Additional Covenants

The Company hereby covenants, warrants and agrees:

SECTION 1. 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 Series, 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 Twenty-Sixth Supplemental Indenture, the Twenty-Eighth Supplemental Indenture, the Twenty-Ninth Supplemental Indenture, the Thirtieth Supplemental Indenture, the Thirty-First Supplemental Indenture, the Thirty-Second Supplemental Indenture, the Thirty-Third Supplemental Indenture or this Supplemental Indenture.

SECTION 2. So long as any Bonds of any series originally issued prior to January 1, 1997 are outstanding, in the event that all or substantially all of the gas properties (either with or without including the gas property in the City of Atchison, Kansas) 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 lesser of

(a) the fair value of the gas 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 gas properties so released pursuant to Section 5 of said Article VII, less the amount of moneys, deposited with the Trustee pursuant to Sections 3(d), 4(d) and 5 of said Article VII on such release, withdrawn or reduced pursuant to Section 1 of Article VIII of the Original Indenture simultaneously with or within three months after such release; or

(b) the greater of

(i) Nine Million Dollars (\$9,000,000) plus One Hundred Seventy-Five Thousand Dollars (\$175,000) for each full year (disregarding any period less than a full year) beginning with July 1, 1949, and ending on the date of such release, less One Million Seven Hundred Thousand Dollars (\$1,700,000), or

(ii) One-half of the fair value of the gas properties so released, as stated in the engineer's certificate required by Section 3(b) of Article VII of the Original Indenture, and one-half of the proceeds of the gas 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.

SECTION 3. 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 this Section 3 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 V

AMENDMENTS TO RATIO OF BONDS ISSUABLE TO PROPERTY ADDITIONS AND OF CERTAIN OTHER RATIOS. AMENDMENT OF NET EARNINGS TEST. USE OF FACSIMILE SIGNATURES. AMENDMENT OF ARTICLE XV. RESERVATION OF RIGHT TO AMEND ARTICLE VII

SECTION 1. 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 ($10/6$ ths) of the respective amounts mentioned, in lieu of ten-sevenths ($10/7$ ths).

(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:

1. The total operating revenues of the Company and the net non-operating revenues of the properties of the Company shall be ascertained.
2. 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.
3. 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 (i) net non-operating income, (ii) net earnings from mortgaged property other than property of the character of property additions and (iii) net earnings from property not subject to the lien of this Indenture.
4. 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.
5. 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.

6. 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.

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.

The terms "net earnings of property 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 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 (5) 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. All of the Bonds of the Series and of any series initially issued after the initial issuance of Bonds of the Series 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 Series or of any series initially issued after the initial issuance of Bonds of the Series 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. 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;

"(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. 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 6.

ARTICLE VI

Miscellaneous Provisions

SECTION 1. 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. 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. 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. 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. 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. The Titles of the several Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS HEREOF, WESTERN RESOURCES, 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 HARRIS TRUST AND SAVINGS BANK, 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 Chairman of the Board, Chief Executive Officer, President or a Vice President and its corporate seal to be attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

(CORPORATE SEAL)

WESTERN RESOURCES, INC.

By: _____

ATTEST:

By: _____

Executed, sealed and delivered by
WESTERN RESOURCES, INC.
in the presence of:

By: _____

By: _____

HARRIS TRUST AND SAVINGS BANK,
As Trustee

By: _____

ATTEST:

By: _____

Executed, sealed and delivered by
HARRIS TRUST AND SAVINGS BANK
in the presence of:

By: _____

By: _____

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

BE IT REMEMBERED, that on this ____ day of _____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came _____ and _____, of Western Resources, 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 _____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came _____ and _____, of Harris Trust and Savings Bank, a corporation duly organized, incorporated and existing under the laws of the State of Illinois, 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 _____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came _____ and _____, of Western Resources, 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 _____ is Executive Vice President and Chief Financial Officer and that the said _____ is 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

SUPPLEMENTAL INDENTURE

Dated [], 2000

Western Resources, Inc.

to

Harris Trust and Savings Bank

DESCRIPTION OF PROPERTIES
[TO COME]

Western Resources, Inc.
818 South Kansas Avenue
Topeka, Kansas 66612
(785) 575-6300

April 28, 2000

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, DC 20549

Re: Western Resources, Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

As Executive Vice President, General Counsel and Corporate Secretary of Western Resources, Inc. (the "Company"), and in connection with the proposed issue and sale, from time to time, of \$500,000,000 aggregate principal amount of First Mortgage Bonds (hereinafter called "New Bonds") with respect to which the Company is filing a Registration Statement on Form S-3 (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, to which Registration Statement this opinion shall be filed as an exhibit (capitalized terms used herein without definition have the meanings given such terms in the Registration Statement), I advise you that, in my opinion:

1. The Company is a corporation duly organized and validly existing under the laws of the State of Kansas.

2. The New Bonds are to be issued under the Mortgage and Deed of Trust of the Company dated July 1, 1939, as heretofore supplemented (hereinafter called the "Mortgage") and as to be further supplemented by one or more supplemental indentures (hereinafter called the "Supplemental Indenture," a form of which is filed as an exhibit to the Registration Statement), creating the New Bonds. The Mortgage has been duly authorized, executed and delivered and is a valid instrument legally binding upon the Company.

3. Upon (a) authorization of the issue and sale of the New Bonds by regulatory commissions having jurisdiction, (b) the Registration Statement becoming effective under the Securities Act of 1933, (c) the authorization of the Supplemental Indenture and the issuance, sale and delivery of the New Bonds by the Board of Directors of the Company and the execution of the Supplemental Indenture by the Company and the Trustee thereunder, acting by their proper officers, respectively, the delivery thereof and the filing for record of the Supplemental Indenture, and (d) the execution of the New Bonds by the proper officers of the Company and the authentication thereof by the Trustee in accordance with the provision of the Mortgage and full payment therefor, the Supplemental Indenture will be a valid instrument legally binding upon the Company and the New Bonds will be duly authorized and issued, will constitute the legal, valid and binding obligations of the Company and will be entitled to the lien of and the benefits provided by the Mortgage and the Indentures supplemental thereto, including the Supplemental Indenture.

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I hereby consent to the filing of a copy of this opinion as an exhibit to said Registration Statement. I also consent to the use of my name and the making of the statements with respect to myself in the Registration Statement and the Prospectus constituting a part thereof.

Very truly yours,

/s/ Richard D. Terrill

Richard D. Terrill

CONSENT OF INDEPENDENT ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 16, 2000 (except with respect to the Dividend Policy and Corporate Restructuring discussed in Note 24, as to which the date is March 28, 2000) included in Western Resources' Form 10-K for the year ended December 31, 1999 and to all references to our Firm included in this Registration Statement.

ARTHUR ANDERSEN LLP
Kansas City, Missouri
April 27, 2000

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

Statement of Eligibility
Under the Trust Indenture Act of 1939
of a Corporation Designated to Act as Trustee

Check if an Application to Determine Eligibility
of a Trustee Pursuant to Section 305(b)(2) _____

HARRIS TRUST AND SAVINGS BANK
(Name of Trustee)

Illinois 36-1194448
(State of Incorporation) (I.R.S. Employer Identification No.)

111 West Monroe Street, Chicago, Illinois 60603
(Address of principal executive offices)

Judith Bartolini, Harris Trust and Savings Bank,
311 West Monroe Street, Chicago, Illinois, 60606
312-461-2527 phone 312-461-3525 facsimile
(Name, address and telephone number for agent for service)

WESTERN RESOURCES, INC.
(Obligor)

Kansas 48-0290150
(State of Incorporation) (I.R.S. Employer Identification No.)

818 Kansas Avenue
Topeka, Kansas 66612
(Address of principal executive offices)

Debt Securities
(Title of indenture securities)

1. GENERAL INFORMATION. Furnish the following information as to the Trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Commissioner of Banks and Trust Companies, State of Illinois,
Springfield, Illinois; Chicago Clearing House Association, 164 West
Jackson Boulevard, Chicago, Illinois; Federal Deposit Insurance
Corporation, Washington, D.C.; The Board of Governors of the Federal
Reserve System, Washington, D.C.

- (b) Whether it is authorized to exercise corporate trust powers.

Harris Trust and Savings Bank is authorized to exercise corporate
trust powers.

2. AFFILIATIONS WITH OBLIGOR. If the Obligor is an affiliate of the Trustee,
describe each such affiliation.

The Obligor is not an affiliate of the Trustee.

3. through 15.

16. LIST OF EXHIBITS.

1. A copy of the articles of association of the Trustee as now in effect which includes the authority of the trustee to commence business and to exercise corporate trust powers.

A copy of the Certificate of Merger dated April 1, 1972 between Harris Trust and Savings Bank, HTS Bank and Harris Bankcorp, Inc. which constitutes the articles of association of the Trustee as now in effect and includes the authority of the Trustee to commence business and to exercise corporate trust powers was filed in connection with the Registration Statement of Louisville Gas and Electric Company, File No. 2-44295, and is incorporated herein by reference.

2. A copy of the existing by-laws of the Trustee.

A copy of the existing by-laws of the Trustee was filed in connection with the Registration Statement of Commercial Federal Corporation, File No. 333-20711, and is incorporated herein by reference.

3. The consents of the Trustee required by Section 321(b) of the Act.

(included as Exhibit A on page 2 of this statement)

4. A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority.

(included as Exhibit B on page 3 of this statement)

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago, and State of Illinois, on the 28th day of April, 2000.

HARRIS TRUST AND SAVINGS BANK

By: _____
J. Bartolini
Vice President

EXHIBIT A

The consents of the trustee required by Section 321(b) of the Act.

Harris Trust and Savings Bank, as the Trustee herein named, hereby consents that reports of examinations of said trustee by Federal and State authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

HARRIS TRUST AND SAVINGS BANK

By: _____
J. Bartolini
Vice President

EXHIBIT B

Attached is a true and correct copy of the statement of condition of Harris Trust and Savings Bank as of December 31, 1999, as published in accordance with a call made by the State Banking Authority and by the Federal Reserve Bank of the Seventh Reserve District.

[OBJECT OMITTED] HARRIS BANK

Harris Trust and Savings Bank
 111 West Monroe Street
 Chicago, Illinois 60603

of Chicago, Illinois, And Foreign and Domestic Subsidiaries, at the close of business on December 31, 1999, a state banking institution organized and operating under the banking laws of this State and a member of the Federal Reserve System. Published in accordance with a call made by the Commissioner of Banks and Trust Companies of the State of Illinois and by the Federal Reserve Bank of this District.

Bank's Transit Number 71000288

ASSETS	THOUSANDS OF DOLLARS
Cash and balances due from depository institutions:	
Non-interest bearing balances and currency and coin.....	\$1,424,033
Interest bearing	\$239,832
balances.....	
Securities:.....	
a. Held-to-maturity securities	\$0
b. Available-for-sale securities	\$6,265,013
Federal funds sold and securities purchased under agreements to resell	\$298,000
Loans and lease financing receivables:	
Loans and leases, net of unearned income.....	\$10,065,468
LESS: Allowance for loan and lease losses.....	\$113,702

Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b).....	\$9,951,766
Assets held in trading accounts.....	\$166,304
Premises and fixed assets (including capitalized leases).....	\$240,520
Other real estate owned.....	\$690
Investments in unconsolidated subsidiaries and associated companies.....	\$0
Customer's liability to this bank on acceptances outstanding.....	\$43,599
Intangible assets	\$241,568
Other assets	\$1,339,274

TOTAL ASSETS	\$20,210,599
	=====

LIABILITIES

Deposits:	
In domestic offices	\$9,863,116
Non-interest bearing.....	\$3,548,093
Interest bearing	\$6,315,023
In foreign offices, Edge and Agreement subsidiaries, and IBF's	\$1,365,514
Non-interest bearing	\$35,537
Interest bearing	\$1,329,977
Federal funds purchased and securities sold under agreements to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's:	
Federal funds purchased & securities sold under agreements to repurchase.....	\$4,739,578
Trading Liabilities	99,379
Other borrowed money:.....	\$2,182,088
a. With remaining maturity of one year or less	\$0
b. With remaining maturity of more than one year	
Bank's liability on acceptances executed and outstanding	\$43,599
Subordinated notes and debentures.....	\$225,000
Other liabilities.....	\$441,231

TOTAL LIABILITIES	\$18,959,505
	=====

EQUITY CAPITAL

Common stock	\$100,000
Surplus.....	\$610,512
a. Undivided profits and capital reserves.....	\$678,275
b. Net unrealized holding gains (losses) on available-for-sale securities	(\$137,693)

TOTAL EQUITY CAPITAL	\$1,251,094
	=====
Total liabilities, limited-life preferred stock, and equity capital.....	\$20,210,599
	=====

I, Christy Wipper, Vice President of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

CHRISTY WIPPER
1/27/00

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and, to the best of our knowledge and belief, has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and the Commissioner of Banks and Trust Companies of the State of Illinois and is true and correct.

ALAN G. McNALLY,
EDWARD W. LYMAN,
RICHARD E. TERRY

Directors.