UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) June 30, 2005

WESTAR ENERGY, INC.
(Exact name of registrant as specified in its charter)

KANSAS	**1-3523**	**48-0290150**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(IRS Employer Identification No.)**

818 South Kansas Avenue, Topeka, Kansas	**66612**
(Address of principal executive offices)	**(Zip Code)**

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

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

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

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

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

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

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

WESTAR ENERGY, INC.

Item 1.01. Entry into a Material Definitive Agreement.;

Item 1.02. Termination of a Material Definitive Agreement.; and

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On June 27, 2005, Westar Energy, Inc. (the "Company") entered into an underwriting agreement to issue $400 million aggregate principal amount of Westar Energy, Inc. first mortgage bonds pursuant to a Thirty-Ninth Supplemental Indenture. The offering was priced on June 27, 2005 and consisted of $150 million of 5.875% first mortgage bonds maturing in 2036 and $250 million of 5.10% first mortgage bonds maturing in 2020. The bonds were offered pursuant to a shelf registration statement that was previously declared effective by the Securities and Exchange Commission. A prospectus supplement relating to this offering was filed with the Securities and Exchange Commission on June 29, 2005.

The offering closed on June 30, 2005. The net proceeds from the offering will be used to redeem the outstanding $365 million aggregate principal amount of its 7 7/8% First Mortgage Bonds due 2007, together with accrued interest and a call premium equal to approximately 6% of the outstanding 7 7/8% First Mortgage Bonds, and for general corporate purposes.

A redemption notice was delivered to holders of record of the 7 7/8% First Mortgage Bonds on June 27, 2005 stating that the outstanding $365 million aggregate principal amount of 7 7/8% First Mortgage Bonds will be redeemed on July 27, 2005 at a price equal to the greater of (1) 100% of the principal amount of the First Mortgage Bonds being redeemed and (2) the sum of the present values of the remaining scheduled payments of the principal of and interest on the First Mortgage Bonds being redeemed discounted to the redemption date on a semi-annual basis at a rate per annum equal to the sum of the Treasury Rate (as defined below) plus 50 basis points, plus, in either case, accrued interest from May 1, 2005 to, but excluding the redemption date.

"Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such statistical release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to May 1, 2007; provided, however, that if the period from the redemption date to May 1, 2007 is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

The foregoing summary is qualified in its entirety by reference to the text of the Underwriting Agreement dated as of June 27, 2005 between the Company and Barclays Capital and Citigroup Global Markets, Inc., as representatives of the several underwriters, and the Thirty-Ninth Supplemental Indenture, dated as of June 30, 2005 between the Company and BNY Midwest Trust Company, copies of which are filed as exhibits hereto and are incorporated herein by reference.

Section 8. Other Events

Item 8.01. Other Events.

In 1987, our wholly-owned subsidiary, Kansas Gas And Electric Company ("KGE") entered into a sale and leaseback transaction, in which KGE sold to the Owner Trustee (as defined below), and leased back from the Owner Trustee, its 50% undivided interest in La Cygne Unit 2 ("Unit 2"), an electric generating plant located in Linn County, Kansas. On June 30, 2005, KGE caused the Owner Trustee to refinance the bonds issued in connection with that sale and leaseback transaction. In addition to the refinancing, KGE and the other parties to the transaction amended certain terms of the Lease (as defined below), including an amendment to extend the term of the Lease. The bonds outstanding prior to the refinancing were redeemed with the proceeds from the offering of a new series of bonds — the 5.647% Secured Facility Bonds, Series 2005, due 2021 (the "Bonds"), in the principal amount of $320,000,000. A portion of the proceeds from the offering of the Bonds was paid by the Owner Trustee, the issuer of such bonds, to Comcast MO Financial Services, Inc., the equity investor in, and beneficiary of, the owner trust of which the Owner Trustee acts as the trustee. The Bonds will be repaid through the rental and other payments made by KGE to the Owner Trustee, as the lessor, pursuant to the Lease. Neither the Company nor KGE are direct obligors, or guarantors, of the Bonds.

Pursuant to Amendment No. 4 dated as of June 30, 2005 to the Lease Agreement dated as of September 1, 1987 as subsequently amended by Amendment No. 1 dated as of October 1, 1987, Amendment No. 2 dated as of August 1, 1989, and Amendment No. 3 dated as of September 18, 1992, between U.S. Bank National Association (as successor in interest to The Connecticut National Bank), as owner trustee (the "Owner Trustee"), and KGE, as lessee (as so amended, the "Lease"), the term of the Lease was extended for a term expiring on September 29, 2029. Additionally, KGE now has the right to exercise the option to buy back the 50% interest in Unit 2 on September 19th of 2015, 2020 or 2025. KGE has also obtained an additional right to request the Owner Trustee to effect a refinancing of the Bonds in the future.

In connection with the amendment to the Lease, KGE entered into the Second Supplemental Indenture dated as of June 30, 2005 to the Trust Indenture, Security Agreement and Mortgage, dated as of September 1, 1987, as supplemented by the First Supplemental Indenture, dated as of September 29, 1992, among the Owner Trustee (not in its individual capacity except to the extent set forth therein but solely as owner trustee under the Trust Agreement dated as of September 1, 1987, as supplemented, between Comcast MO Financial Services, Inc. (formerly named U S West Financial Services, Inc.), as Owner Participant, and the Owner Trustee, KGE and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company)), as Indenture trustee, governing the terms of the Bonds. The Bonds were issued in a private offering exempt from the registration requirements of the Securities Act of 1933, as amended. The Bonds were sold pursuant to a purchase agreement dated June 21, 2005 among KGE, the Owner Trustee and certain initial purchasers named therein. The Bonds bear interest at the rate of 5.647% per annum, payable semi-annually on March 29 and September 29, beginning September 29, 2005 and will mature on March 29, 2021. At any time from June 30, 2005 to, but not including September 29, 2015, the Bonds may be redeemed at a redemption price equal to the greater of (i) 100% of the principal amount or (ii) the sum of the present values of the remaining scheduled payments of the principal amount of the Bonds then outstanding and interest thereon (exclusive of interest to the redemption date) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 25 basis points. On and after September 29, 2015, the Bonds may be redeemed at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, and additional interest, if any, to the redemption date.

KGE also entered into a registration rights agreement, dated June 30, 2005, with the certain initial purchasers named therein (the "Registration Rights Agreement") in connection with the issuance of the Bonds. Pursuant to the Registration Rights Agreement, KGE has agreed to file an exchange offer registration statement or, under certain circumstances, a shelf registration statement, relating to the Bonds with the Securities and Exchange Commission. If KGE fails to comply with certain of its obligations under the Registration Rights Agreement, it will be required to pay additional interest to holders of the Bonds.

The Bonds have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act of 1933 and applicable state securities laws. This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy the Bonds.

The Company and KGE maintain ordinary banking and trust relationships with the indenture trustee, Deutsche Bank Trust Company Americas and its affiliates.

The descriptions of the provisions of the agreements set forth above are qualified in their entirety by reference to the full and complete terms contained in such agreements, which are filed as exhibits to the Form 8-K filed by KGE with the SEC on the date hereof.

Section 9. Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

Exhibit 1.1 Underwriting Agreement between Westar Energy, Inc. and Barclays Capital and Citigroup Global Markets, Inc., as representatives of the several underwriters, dated June 27, 2005

Exhibit 4.1 Thirty-Ninth Supplemental Indenture dated as of June 30, 2005 between Westar Energy, Inc. and BNY Midwest Trust Company (as successor to Harris Trust and Savings Bank) to its Mortgage and Deed of Trust dated July 1, 1939

SIGNATURE

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

Westar Energy, Inc.

Date: July 1, 2005

By: /s/ Larry D. Irick

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

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
Exhibit 1.1	Underwriting Agreement between Westar Energy, Inc. and Barclays Capital and Citigroup Global Markets, Inc., as representatives of the several underwriters, dated June 27, 2005
Exhibit 4.1	Thirty-Ninth Supplemental Indenture dated as of June 30, 2005 between Westar Energy, Inc. and BNY Midwest Trust Company (as successor to Harris Trust and Savings Bank) to its Mortgage and Deed of Trust dated July 1, 1939

Exhibit 1.1

EXECUTION VERSION

Westar Energy, Inc.

$250,000,000 First Mortgage Bonds, 5.100% Series Due 2020
$150,000,000 First Mortgage Bonds, 5.875% Series Due 2036

Underwriting Agreement

New York, New York
June 27, 2005

Barclays Capital Inc.
Citigroup Global Markets Inc.

As Representatives of the several Underwriters,
c/o Barclays Capital Inc.
200 Park Avenue
New York, NY 10166
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Westar Energy, Inc., a corporation organized under the laws of the State of Kansas (the "***Company***"), proposes to sell to the several underwriters named in Schedule I hereto (the "***Underwriters***"), for whom you (the "***Representatives***") are acting as representatives, $250,000,000 principal amount of its First Mortgage Bonds, 5.100% Series Due 2020 (the "***Series 2020 Bonds***") and $150,000,000 principal amount of its First Mortgage Bonds, 5.875% Series Due 2036 (the "***Series 2036 Bonds***" and, together with the Series 2020 Bonds, the "***Securities***"), to be issued under and secured by the Mortgage and Deed of Trust, dated July 1, 1939, between the Company and BNY Midwest Trust Company, as successor to Harris Trust and Savings Bank, as trustee (the "***Trustee***"), as amended and supplemented by thirty-eight indentures supplemental thereto (such Mortgage and Deed of Trust, as amended and supplemented by thirty-eight supplemental indentures, being hereinafter called the "***Mortgage***") and as to be amended and supplemented by a thirty-ninth supplemental indenture, to be dated as of June 30, 2005 (the "***Thirty-Ninth Supplemental Indenture***") (the Mortgage, as amended and supplemented by such supplemental indentures, being hereinafter called the "***Amended Mortgage***"). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of

the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "***amend,***" "***amendment***" or "***supplement***" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 17 hereof.

The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representative nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission a registration statement (file number 333-125828) on Form S-3, including a related basic prospectus, relating to 5,075,000 shares of the Company's Common Stock and $600,000,000 of the Company's First Mortgage Bonds registered thereunder and 1,925,000 additional shares of the Company's Common Stock (the ***"Additional Common Stock"***) previously registered under registration statement (file number 333-113415) and the Company's Debt Securities registered under registration statement (file number 333-59673). The Additional Common Stock and Debt Securities are included in the Basic Prospectus under Rule 429 under the Act. The Company may have filed one or more amendments thereto, including a Preliminary Final Prospectus, each of which has previously been furnished to you. The Company will next file with the Commission one of the following: either (1) prior to the Effective Date of such Registration Statement, a further amendment to such Registration Statement (including the form of final prospectus supplement), (2) after the Effective Date of such Registration Statement, a final prospectus supplement relating to the Securities in accordance with Rules 430A and 424(b) or (3) a final prospectus in accordance with Rules 415 and 424(b). In the case of clause (2), the Company has included in such Registration Statement, as amended at the Effective Date, all information (other than Rule 430A Information) required by the Act and the rules

thereunder to be included in such Registration Statement and the Final Prospectus. As filed, such amendment and form of final prospectus, or such final prospectus, shall contain all Rule 430A Information, together with all other such required information, and shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) On the Effective Date, the Registration Statement did or will, and when the Final Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on the Effective Date and at the Execution Time, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date the Mortgage did comply and on the Closing Date the Amended Mortgage will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and, on the Effective Date, the Final Prospectus, if not filed pursuant to Rule 424(b), will not, and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto).

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

(d) The Company is subject to and in compliance in all material respects with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

(e) The Company has not taken, directly or indirectly, any action designed to cause or which has constituted or which might reasonably be expected to cause or result, under the Exchange Act or otherwise, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(f) Each of the Company and Kansas Gas and Electric Company (the "***Principal Subsidiary***") has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate power and authority to carry on the electric utility business in which it is engaged, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification except where the failure to so qualify would not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (a "***Material Adverse Effect***").

(g) All the outstanding shares of capital stock of the Principal Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Final Prospectus, all outstanding shares of capital stock of the Principal Subsidiary owned by the Company, as described in the Final Prospectus, are owned by it free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances.

(h) This Agreement has been duly authorized, executed and delivered by the Company.

(i) The Company's authorized equity capitalization is as set forth in the Final Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Final Prospectus.

(j) The statements in the Final Prospectus under the headings "Description of New Bonds" and "Description of First Mortgage Bonds" fairly summarize the matters therein described.

(k) The Mortgage and the Thirty-Ninth Supplemental Indenture have been duly and validly authorized, the Mortgage has been duly executed and delivered, duly qualified under the Trust Indenture Act, and, assuming due authorization, execution and delivery thereof by the Trustee, constitutes, and the Thirty-Ninth Supplemental Indenture when duly executed and delivered and, assuming due authorization, execution and delivery thereof by the Trustee, shall constitute, a legal, valid and binding instrument enforceable against the Company in accordance with its terms, except that the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights or remedies generally; (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceedings therefor may be brought (regardless of whether enforcement is sought in a proceeding at

law or in equity); and (iii) any indemnification or contribution provision that may be contrary to or inconsistent with public policy (collectively, the "***Enforceability Limitations***"); and the Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Amended Mortgage and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the lien of and the benefits provided by the Amended Mortgage, subject to the Enforceability Limitations.

(l) The State Corporation Commission of the State of Kansas ("***KCC***") has waived jurisdiction with respect to the issuance of the Securities pursuant to an order dated June 17, 2005, as amended on June 23, 2005, and such order is in full force and effect. No additional consent, approval, authorization, filing with or order of (i) the Federal Energy Regulatory Commission under the Federal Power Act, (ii) the KCC or (iii) to the knowledge of the Company, any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Final Prospectus.

(m) Neither the execution and delivery of this Agreement, the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated, nor the fulfillment of the terms hereof will conflict with, result in a breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or the Principal Subsidiary pursuant to: (i) the charter or by-laws of the Company or the Principal Subsidiary; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or the Principal Subsidiary is a party or bound or to which its or their property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or the Principal Subsidiary of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or the Principal Subsidiary or any of its or their properties, except in the case of clauses (ii) and (iii) above, for any default or violation that would not have a Material Adverse Effect.

(n) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included in the Final Prospectus and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

(o) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the knowledge of the Company,

threatened that (i) could reasonably be expected to have a Material Adverse Effect on the performance of this Agreement, or the consummation of any of the transactions contemplated hereby; or (ii) could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

(p) The Mortgage has been duly recorded and filed, and, on the Closing Date, the Amended Mortgage will have been duly recorded and filed, in each place in which such recording or filing is required to protect and preserve the lien of the Mortgage and the Amended Mortgage, as the case may be, and all taxes and recording or filing fees required to be paid in connection with the execution, recording or filing of the Mortgage and Amended Mortgage have been or will have been duly paid, as the case may be.

(q) Each of the Company and the Principal Subsidiary owns or leases all such properties as are necessary to the conduct of its operations as presently conducted, except where the failure to own or lease such properties would not reasonably be expected to have a Material Adverse Effect.

(r) The Company has good and sufficient title to, or a satisfactory easement in, all the real property, and has good and sufficient title to all the personal property described in the Mortgage or to be described in the Amended Mortgage as owned by it and subject to the lien of the Mortgage and the Amended Mortgage, as the case may be, except any which may have been released from the lien thereof pursuant to the provisions thereof, subject only to (a) minor leases and liens of judgments not prior to the lien of the Mortgage and the Amended Mortgage, as the case may be, which do not interfere with the Company's business, (b) minor defects, irregularities and deficiencies in titles of properties and rights-of-way which do not materially impair the use of such property and rights-of-way for the purposes for which they are held by the Company and (c) other permitted liens as defined in the Mortgage and the Amended Mortgage, as the case may be; subject only as set forth above in this clause, the Mortgage constitutes, and the Amended Mortgage will constitute, a valid, direct first mortgage lien upon said properties and upon all franchises owned by the Company, which properties and franchises include all the physical properties and franchises of the Company (other than classes of property expressly excepted in the Mortgage and the Amended Mortgage, as the case may be); all physical properties and franchises (other than classes of property expressly excepted in the Mortgage and the Amended Mortgage, as the case may be, as aforesaid) thereafter acquired by the Company will, upon such acquisition, become subject to the lien thereof, subject, however, to liens permitted thereby and to any liens existing or placed upon such properties at the time of the acquisition thereof by the Company and except as described in the Final Prospectus; and the descriptions of all such properties and assets contained in the granting clauses of the Mortgage are, and the description of such properties and assets contained in the granting clauses of the Amended Mortgage will be, correct and adequate for the purposes of the Mortgage and the Amended Mortgage, as the case may be.

(s) Neither the Company nor the Principal Subsidiary is in violation or default of (i) any provision of its charter or by-laws; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or the Principal Subsidiary is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or the Principal Subsidiary of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or the Principal Subsidiary or any of its properties, as applicable, except, in the cases of (ii) and (iii), for violations or defaults which would not reasonably be expected to have a Material Adverse Effect.

(t) Deloitte & Touche LLP ("***Deloitte***"), which has certified certain financial statements of the Company and its consolidated subsidiaries and delivered its report with respect to the audited consolidated financial statements and schedules included in the Final Prospectus, is an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(u) The Company has filed all foreign, federal, state and local tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect and except as set forth in or contemplated in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time)) and to the knowledge of the Company has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect and except as set forth in or contemplated in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

(v) No labor problem or dispute with the employees of the Company or the Principal Subsidiary exists or, to the knowledge of the Company, is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or the Principal Subsidiary's principal suppliers, contractors or customers, that would reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

(w) As of the date hereof, the Principal Subsidiary is not contractually or, to the knowledge of the Company, otherwise prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on its capital stock, from repaying to the Company any loans or advances to the Principal Subsidiary from the Company or from transferring any of the Principal Subsidiary's property or assets to the Company, except for any restrictions that would not reasonably be expected to have a Material Adverse Effect and except as described in or contemplated by the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

(x) Each of the Company and the Principal Subsidiary possesses valid franchises, certificates of convenience and authority, licenses and permits authorizing it to carry on the electric utility business in which it is engaged, and neither the Company nor the Principal Subsidiary has received any notice of proceedings relating to the revocation or modification of any such franchise, certificate of convenience and authority, license or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

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

(z) To the Company's knowledge, the Company and the Principal Subsidiary are (i) in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("***Environmental Laws***"); (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) have not received written notice of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except in each case where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

(aa) There is and has been no failure on the part of the Company and, to the knowledge of the Company, any of the Company's directors and officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "***Sarbanes-Oxley Act***"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price of 98.998% of the principal amount thereof, the principal amount of the Series 2020 Bonds set forth opposite such Underwriter's name in Schedule I hereto and, at the purchase price of 99.064% of the principal amount thereof, the principal amount of the Series 2036 Bonds set forth opposite such Underwriter's name in Schedule I hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 10:00 AM, New York City time, on June 30, 2005, or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "***Closing Date***"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements. The Company agrees with the several Underwriters that:

(a) The Company will use its best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereof, to become effective. Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Final Prospectus, if any) to the Basic Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished you a copy for your review no less than 24 hours prior to filing. Subject to the foregoing sentence, if the Registration Statement has become or becomes effective pursuant to Rule 430A, or filing of the Final Prospectus is otherwise required under Rule 424(b), the Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Registration Statement, if not effective at the Execution Time, shall have become effective, (2) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (3) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (4) of

any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (5) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (6) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (1) notify the Representatives of such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(c) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries, which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(d) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of each Preliminary Final Prospectus, if any, and the Final Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering. The Underwriters will reimburse $100,000 of the Company’s expenses.

(e) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and, if applicable, will pay any fee of the National Association of Securities Dealers, Inc., in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

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

(g) The Company will use its best efforts to cause the Amended Mortgage to be duly filed and recorded in each place in which such recording or filing is required to protect and preserve the lien of the Amended Mortgage prior to the Closing Date.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time, the Closing Date and any settlement date pursuant to Section 3 hereof, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of their respective obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 PM New York City time on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 PM New York City time on such date or (ii) 9:30 AM on the Business Day following the day on which the public offering price was determined, if such determination occurred after 3:00 PM New York City time on such date; if filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, will be filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Underwriters shall have received from Larry D. Irick, Esq., Vice President, General Counsel and Corporate Secretary of the Company, a legal opinion dated the Closing Date and addressed to the Underwriters, substantially in the form attached hereto as Exhibit A.

(c) The Underwriters shall have received from Davis Polk & Wardwell, special counsel to the Company, a legal opinion dated the Closing Date and addressed to the Underwriters and substantially in the form attached hereto as Exhibit B.

(d) The Underwriters shall have received from Milbank, Tweed, Hadley & McCloy LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Underwriters, with respect to the issuance and sale of the Securities, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(e) The Company shall have furnished to the Underwriters a certificate of the Company, signed by two of its executive officers (one of whom shall be a principal financial or accounting officer of the Company), dated the Closing Date, to the effect that, to their knowledge after reasonable investigation:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in or incorporated by reference in the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time), there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Final Prospectus (exclusive of any amendment or supplement thereto after the Execution Time).

(f) The Company shall have requested and caused Deloitte to furnish to the Underwriters letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Underwriters, confirming that it is an independent registered public accounting firm within the meaning of the Act and the Exchange Act and the applicable rules and regulations thereunder and that it has performed a review of the unaudited interim financial information of the Company for the three-month period ended March 31, 2005, in accordance with Statement on Accounting Standards No. 100, and stating in effect that:

(i) in its opinion the audited consolidated financial statements and financial statement schedules of the Company and its subsidiaries included or incorporated in the Final Prospectus and reported on by them comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations thereunder;

(ii) on the basis of its limited review, in accordance with standards established under in accordance with Statement on Accounting Standards No. 100, of the unaudited interim consolidated financial information for the three-month period ended March 31, 2005, carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards), which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders, the board of directors and committees thereof, committees of the Company and its subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to December 31, 2003, nothing came to its attention which caused it to believe that:

(1) any unaudited financial statements included or incorporated by reference in the Registration Statement and the Final Prospectus do not comply as to form in all material respects with applicable accounting requirements of the Act and with the related rules and regulations adopted by the Commission with respect to financial statements included or incorporated by reference in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement and the Final Prospectus;

(2) with respect to the period subsequent to March 31, 2005 there were any changes, at a specified date not more than five days prior to the date of the letter, in the total long-term debt of the Company and its subsidiaries or cumulative preferred stock or common stock of the Company or decreases in the shareholders' equity of the Company as compared with the amounts shown on the unaudited consolidated balance sheet included in the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2005, or for the period from March 31, 2005 to such specified date there were any decreases, as compared with the corresponding period in the preceding year in total sales or earnings (loss) before income taxes or in total or per share amounts of net income of the Company and its subsidiaries, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Underwriters; and

(3) the information included under the headings "Selected Financial Data" in the Annual Report and "Ratio of Earnings to Fixed Charges" in the Final Prospectus is not in conformity with the disclosure requirements of Regulation S-K.

(iii) it has performed certain other specified procedures as a result of which it determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth or incorporated by reference in the Final Prospectus agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Prospectus in this Section 6(f) include any amendment or supplement thereto at the date of the applicable letter.

(g) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto after the Execution Time), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto after the Execution Time) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto after the Execution Time).

(h) Subsequent to the Execution Time, there shall not have been any (i) downgrading in the rating accorded the Company's debt securities 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 debt securities 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.

(i) Prior to the Closing Date, the Company shall have furnished to the Underwriters such further information, certificates and documents as the Underwriters may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects

reasonably satisfactory in form and substance to the Underwriters and counsel for the Underwriters, this Agreement and all obligations of the Representatives on behalf of the Underwriters hereunder may be cancelled at, or at any time prior to, the Closing Date by the Underwriters. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 will be delivered to the office of counsel for the Underwriters, at One Chase Manhattan Plaza, New York, NY 10005, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through Barclays Capital Inc. for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus, if any, or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein or by any statement or omission in the Statement of Eligibility of the Trustee under the Amended Mortgage. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration

Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth (i) in the last paragraph of the cover page regarding delivery of the Securities, and (ii) under the heading "Underwriting" or "Plan of Distribution", (x) in the sentences related to concessions and reallowances and (y) in the paragraphs related to stabilization, syndicate covering transactions and penalty bids and (z) in the paragraph related to Market Access in any Preliminary Final Prospectus, if any, and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Final Prospectus, or the Final Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, which consent shall not be unreasonably withheld, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties

are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "***Losses***") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated

severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Final Prospectus (exclusive of any supplement thereto after the Execution Time).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to (i) Barclays Capital Inc., 200 Park Avenue, New York, New York 10166 (fax no.: (212) 412-7305), Attention: Fixed Income Syndicate or (ii) Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013 (fax no.: (212) 816-7912), Attention: General Counsel or, if sent to the Company, will be mailed, delivered or telefaxed to Larry D. Irick, Vice President and General Counsel, at Westar Energy, Inc., 818 South Kansas Avenue, Topeka, Kansas 66612 and confirmed to him at (785) 575-8061.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

17. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Basic Prospectus" shall mean the combined prospectus referred to in paragraph 1(a) above contained in the Registration Statement, as amended or supplemented, including any Preliminary Final Prospectus.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Debt Securities" shall mean $400,000,000 aggregate principal amount of the Company's debt securities registered under registration statement (file number 333-59673).

"Effective Date" shall mean (i) with respect to the Registration Statement at any time, the dates that the Registration Statement, any post-effective amendment or amendments thereto were or are declared effective by the Commission under the Act and (ii) with respect to any Rule 462(b) Registration Statement, the dates that such registration statement and any post-effective amendment or amendments thereto were or are declared effective by the Commission under the Act.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Basic Prospectus.

"First Mortgage Bonds" shall mean $600,000,000 aggregate principal amount of the Company's first mortgage bonds registered under registration statement (file number 333-125828).

"Preliminary Final Prospectus" shall mean any preliminary prospectus supplement to the Basic Prospectus which describes the Securities and the offering thereof and is used prior to filing of the Final Prospectus, together with the Basic Prospectus.

"Registration Statement" shall mean the registration statement (file number 333-125828), including exhibits and financial statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A.

"Rule 415", "Rule 424", "Rule 430A" and "Rule 462" refer to such rules under the Act.

"Rule 430A Information" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

"Rule 462(b) Registration Statement" shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

WESTAR ENERGY, INC.

By: /s/ Mark A. Ruelle

Name: Mark A. Ruelle
Title: Executive Vice President and
Chief Financial Officer

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

By: BARCLAYS CAPITAL INC.

By: /s/ Pamela Kendall

Name: Pamela Kendall
Title: Director

By: CITIGROUP GLOBAL MARKETS INC.

By: /s/ Damien Mitchell

Name: Damien Mitchell
Title: Director

For themselves and the other
several Underwriters named in
Schedule I to the foregoing Agreement.

SCHEDULE I

Underwriters		Principal Amount of Series 2020 Bonds to be Purchased
Barclays Capital Inc.	$	75,000,000
Citigroup Global Markets Inc.	$	75,000,000
Lehman Brothers Inc.	$	25,000,000
Banc of America Securities LLC	$	12,500,000
BNY Capital Markets, Inc.	$	12,500,000
J.P. Morgan Securities Inc.	$	12,500,000
Wachovia Capital Markets, LLC	$	12,500,000
Wedbush Morgan Securities Inc.	$	12,500,000
BNP Paribas Securities Corp.	$	6,250,000
Deutsche Bank Securities Inc.	$	6,250,000
Total	$	250,000,000

Underwriters		Principal Amount of Series 2036 Bonds to be Purchased
Barclays Capital Inc.	$	45,000,000
Citigroup Global Markets Inc.	$	45,000,000
Lehman Brothers Inc.	$	15,000,000
Banc of America Securities LLC	$	7,500,000
BNY Capital Markets, Inc.	$	7,500,000
J.P. Morgan Securities Inc.	$	7,500,000
Wachovia Capital Markets, LLC	$	7,500,000
Wedbush Morgan Securities Inc.	$	7,500,000
BNP Paribas Securities Corp.	$	3,750,000
Deutsche Bank Securities Inc.	$	3,750,000
Total	$	150,000,000

EXHIBIT A

[Form of Opinion of Larry D. Irick, Esq.,
Vice President, General Counsel and Corporate Secretary of the Company]

June 30, 2005

Barclays Capital Inc.
Citigroup Global Markets Inc.
As Representatives of the
several Underwriters
c/o Barclays Capital Inc.
200 Park Avenue
New York, NY 10166
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

I am the General Counsel of Westar Energy, Inc., a Kansas corporation (the "**Company**"), and, in this regard, I have acted as counsel for the Company and its wholly owned subsidiary, Kansas Gas & Electric Company, a Kansas corporation ("**KGE**"), in connection with the Underwriting Agreement dated June 27, 2005 (the "**Underwriting Agreement**"), among Barclays Capital Inc. and Citigroup Global Markets Inc., as representatives of the several underwriters named in Schedule I thereto (the "**Underwriters**"). I am delivering this opinion in connection with the Underwriters' purchase from the Company of $250,000,000 principal amount of First Mortgage Bonds, 5.100% Series Due 2020 and $150,000,000 principal amount of First Mortgage Bonds, 5.875% Series Due 2036 (together, the "**Underwritten Securities**") pursuant to the Underwriting Agreement. The Underwritten Securities will be sold under the Registration Statement on Form S-3 (File No. 333-125828) filed by the Company with the Securities and Exchange Commission on June 15, 2005 (as amended and including the documents incorporated by reference therein, the "**Registration Statement**"). The Registration Statement constitutes a post-effective amendment to Registration Statement No. 333-113415 filed with the Commission on March 9, 2004 and, according to the records of the Commission, declared effective on March 15, 2004. This opinion is delivered pursuant to Section 6(b) of the Underwriting Agreement.

I have (or an attorney in the Office of the Law Department of the Company has) examined the originals, or copies certified to our satisfaction, of such corporate records of each of the Company and KGE, certificates of public officials and of officers of the Company and KGE, and agreements, instruments and other documents, as I have deemed necessary as a basis for the opinions expressed below. As to questions of fact material to such opinions, I have, when relevant facts were not independently established by me, relied upon certificates of public officials or officers of the Company and KGE.

I have participated in the preparation of the Registration Statement including the related basic prospectus (as amended and including the documents incorporated by reference therein, the **"Basic Prospectus**"). I have also examined a copy of the prospectus supplement relating to the sale of the Underwritten Securities, as such was filed with the Commission on June 28, 2005 pursuant to Rule 424(b) under the Act (together, with the Basic Prospectus, the "**Final Prospectus**").

With your permission and without independent investigation, I have assumed the following: (i) the genuineness of all signatures (other than the signatures of the officers of the Company) on all documents examined by me; (ii) the authenticity of all documents submitted to me as originals and the conformity to authentic originals of all documents submitted to me as certified or photostatic copies; (iii) any certifications and documents dated prior to the date hereof remain true as of the date hereof; (iv) each certificate of a public official is accurate, complete and authentic and all official public records are accurate and complete; and (v) the legal capacity of all natural persons.

Based upon the foregoing and upon such investigation as I have deemed necessary, I am of the following opinions:

1. The Underwriting Agreement has been duly authorized, executed and delivered by the Company.
2. Each of the Company and KGE has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Kansas, with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Final Prospectus;
3. Each of the Company and KGE possesses valid franchises, certificates of convenience and authority, licenses and permits authorizing it to carry on the electric utility business in which it is engaged as described in the Final Prospectus, except in the cases that the failure to possess such franchises, certificates, licenses or permits, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on the condition (financial or otherwise) prospects, earnings, business or properties of the Company and its subsidiaries taken as a whole (a "**Material Adverse Effect**");
4. All the outstanding shares of capital stock of KGE have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Final Prospectus, all outstanding shares of capital stock of KGE owned by the Company, as described in the

Final Prospectus, are owned by it free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances;

5. The execution and delivery of the Amended Mortgage (as defined in the Underwriting Agreement), the Underwriting Agreement and the Underwritten Securities, the consummation of any other of the transactions contemplated in the Underwriting Agreement and the fulfillment of the terms of the Amended Mortgage, the Underwriting Agreement and the Underwritten Securities will not conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to (i) the charter or by-laws of the Company, (ii) the terms of any agreement set forth in Schedule I, or (iii) to my knowledge (x) any Kansas statute, law, rule, regulation, judgment, order or decree applicable to the Company of any Kansas court, regulatory body, administrative agency, governmental body, arbitrator or other Kansas authority having jurisdiction over the Company or any of its properties (except such as may be required under state securities or blue sky laws, as to which I express no opinion) or (y) the provisions of the Public Utility Holding Company Act of 1935 ("**PUHCA**") or the Federal Power Act or any other laws, rules or regulations promulgated by or within the enforcement authority of the Federal Energy Regulatory Commission ("**FERC**"), except in the case of clauses (ii) and (iii) above, for any default or violation that would not have a Material Adverse Effect;

6. This Agreement, the Amended Mortgage and the Underwritten Securities have been duly authorized, executed and delivered by the Company;

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

8. The Amended Mortgage has been duly qualified under the Trust Indenture Act, and constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms subject to the Enforceability

Limitations; and the Underwritten Securities, when executed and authenticated in accordance with the provisions of the Amended Mortgage and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the lien of and benefits provided by the Amended Mortgage subject to the Enforceability Limitations;

9. The Amended Mortgage and the Underwritten Securities conform as to legal matters in all material respects with the statements concerning them set forth in the Final Prospectus under the captions “Description of New Bonds” and “Description of First Mortgage Bonds” insofar as such statements purport to summarize certain provisions;

10. The Company has good and sufficient title to, or a satisfactory easement in, all the real property, and has good and sufficient title to all the personal property described in the Amended Mortgage as owned by it and subject to the lien of the Amended Mortgage, except any which may have been released from the lien thereof pursuant to the provisions thereof, subject only to (a) minor leases and liens of judgments not prior to the lien of the Amended Mortgage, which, in my opinion, do not interfere with the Company’s business, (b) minor defects, irregularities and deficiencies in titles of properties and rights-of-way which, in my opinion, do not materially impair the use of such property and rights-of-way for the purposes for which they are held by the Company, and (c) other permitted liens as defined in the Amended Mortgage; subject only as above set forth in this clause, the Amended Mortgage constitutes a valid, direct first mortgage lien upon said properties and upon all franchises owned by the Company, which properties and franchises include all the physical properties and franchises of the Company (other than classes of property expressly excepted in the Amended Mortgage); all physical properties and franchises (other than classes of property expressly excepted in the Amended Mortgage as aforesaid) thereafter acquired by the Company will, upon such acquisition, become subject to the lien thereof, subject, however, to liens permitted thereby and to any liens existing or placed upon such properties at the time of the acquisition thereof by the Company and except as described in the Final Prospectus; and the descriptions of

all such properties and assets contained in the granting clauses of the Amended Mortgage are correct and adequate for the purposes of the Amended Mortgage.

11. The State Corporation Commission of the State of Kansas ("**KCC**") has waived jurisdiction with respect to the issuance of the Securities pursuant to an order dated June 17, 2005, as amended June 23, 2005, and such order is in full force and effect. No additional consent, approval, authorization, filing with or order (i) of any Kansas court or governmental agency or body except such as may be required under blue sky or state securities laws of such jurisdiction, (ii) of the Federal Energy Regulatory Commission or (iii) under the Public Utility Holding Company Act of 1935 is required in connection with the transactions contemplated in the Underwriting Agreement; and

12. To my knowledge, there is no pending or threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its property that is not disclosed in the Final Prospectus, except in each case for such proceedings that, if the subject of an unfavorable decision, ruling or finding would not singly or in the aggregate, have a Material Adverse Effect.

This opinion is limited to the matters specifically stated in this letter, and no further opinion is to be implied or may be inferred beyond the opinions specifically stated herein. My opinions are limited to the laws of the State of Kansas (except state securities or blue sky laws), PUHCA, the Federal Power Act and laws, rules or regulations promulgated by or within the enforcement authority of FERC, and I do not express any opinion herein concerning any other law. This opinion is based solely on the state of the law as of the date of this opinion. I specifically disclaim any obligation to monitor any of the matters stated in this opinion or to advise the persons entitled to rely on this opinion of any change in law or fact after the date of this opinion that might affect any of the opinions stated herein. This opinion is rendered solely for the benefit of, and may be relied on by you and may not be released to or relied upon by any other person or for any other purpose.

Very truly yours,

Larry D. Irick
Vice President, General Counsel & Corporate Secretary
Westar Energy, Inc.

Material Agreements

1. Mortgage and Deed of Trust dated July 1, 1939, between the Company and Harris Trust and Savings Bank, Trustee.
2. First and Second Supplemental Indentures dated July 1, 1939 and April 1, 1949, respectively.
3. Sixth Supplemental Indenture dated October 4, 1951.
4. Fourteenth Supplemental Indenture dated May 1, 1976.
5. Twenty-Eighth Supplemental Indenture dated July 1, 1992.
6. Twenty-Ninth Supplemental Indenture dated August 20, 1992.
7. Thirtieth Supplemental Indenture dated February 1, 1993.
8. Thirty-First Supplemental Indenture dated April 15, 1993.
9. Thirty-Second Supplemental Indenture dated April 15, 1994.
10. Thirty-Fourth Supplemental Indenture dated June 28, 2000.
11. Thirty-Fifth Supplemental Indenture dated May 10, 2002 between the Company and BNY Midwest Trust Company, as Trustee.
12. Thirty-Sixth Supplemental Indenture dated June 1, 2004 between the Company and BNY Midwest Trust Company, as Trustee.
13. Thirty-Seventh Supplemental Indenture dated June 17, 2004 between the Company and BNY Midwest Trust Company, as Trustee.
14. Thirty-Eighth Supplemental Indenture dated January 18, 2005 between the Company and BNY Midwest Trust Company, as Trustee.
15. Forty-First Supplemental Indenture dated June 6, 2002, between Kansas Gas and Electric Company and BNY Midwest Trust Company, as Trustee.
16. Forty-Second Supplemental Indenture dated March 12, 2004, between Kansas Gas and Electric Company and BNY Midwest Trust Company, as Trustee.

17. Forty-Third Supplemental Indenture dated June 1, 2004, between Kansas Gas and Electric Company and BNY Midwest Trust Company, as Trustee.
18. Debt Securities Indenture dated August 1, 1998.
19. Securities Resolution No. 2 dated as of May 10, 2002 under Indenture dated as of August 1, 1998, between Western Resources, Inc. and Deutsche Bank Trust Company Americas.
20. A Rail Transportation Agreement among Burlington Northern Railroad Company, the Union Pacific Railroad Company and the Company.
21. Agreement between the Company and AMAX Coal West Inc. effective March 31, 1993.
22. Agreement between the Company and Williams Natural Gas Company dated October 1, 1993.
23. Amended and Restated Credit Agreement dated as of May 6, 2005 among the Company, the several banks and other financial institutions or entities from time to time parties to the Agreement, JPMorgan Chase Bank, N.A. as Administrative Agent, The Bank of New York, as Syndication Agent, and Citibank, N.A., Union Bank of California, N.A. and Wachovia Bank, National Association, as Documentation Agents.

EXHIBIT B

Form of Opinion of Davis Polk & Wardwell

June 30, 2005

Barclays Capital Inc.
Citigroup Global Markets Inc.
As Representatives of the several Underwriters
c/o Barclays Capital Inc.
200 Park Avenue
New York, NY 10166
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, N.Y. 10013

Ladies and Gentlemen:

We have acted as counsel for Westar Energy, Inc., a Kansas corporation (the "**Company**"), in connection with the Underwriting Agreement dated June 27, 2005 (the "**Underwriting Agreement**"), among the Company and Barclays Capital Inc. and Citigroup Global Markets Inc. as representatives of the several underwriters named in Schedule I thereto (the "**Underwriters**"). We are delivering this opinion in connection with the Underwriters' purchase from the Company of $250,000,000 principal amount of First Mortgage Bonds, 5.100% Series Due 2020 and $150,000,000 principal amount of First Mortgage Bonds, 5.875% Series Due 2036 (together, the "**Underwritten Securities**") pursuant to the Underwriting Agreement. The Underwritten Securities will be sold under Registration Statement on Form S-3 (Registration No. 333-125828) filed by the Company under the Securities Act of 1933, as amended (the "**Act**") with the Securities and Exchange Commission (the "**Commission**") on June 15, 2005 (as amended and including the documents incorporated by reference therein, the **"Registration Statement**"). The Registration Statement institutes a post-effective amendment to Registration Statement No. 333-113415 filed with the Commission on March 9, 2004 and, according to the records of the Commission, declared effective March 15, 2004. This opinion is delivered pursuant to Section 6(c) of the Underwriting Agreement. Capitalized terms used but not otherwise defined herein are used as defined in the Underwriting Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary for the purposes of rendering this opinion. As to various questions of fact related to the opinions hereinafter expressed, we have relied upon the representations and warranties of the Company contained in the Underwriting Agreement and certificates, representations and statements of the officers of the Company.

We have participated in the preparation of the Registration Statement including the related basic prospectus (as amended and including the documents incorporated by reference therein, the "**Basic Prospectus**"). We have also examined a copy of the prospectus supplement relating to the sale of the Underwritten Securities, as such was filed with the Commission on June 28, 2005 pursuant to Rule 424(b) under the Act (together, with the Basic Prospectus, the "**Final Prospectus**").

The Registration Statement was declared effective under the Act on June 24, 2005 and, to the best of our knowledge based on the oral confirmation of a member of the staff of the Commission, no stop order suspending the effectiveness of a Registration Statement or any part thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Act.

Based on the foregoing, we are of the opinion that:

(i) The Company is not, and after giving effect to the offering and sale of the Underwritten Securities and the application of the proceeds thereof as described in the Final Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(ii) No consent, approval, authorization, filing with or order of any U.S. Federal court or governmental agency or body is required in connection with the transactions contemplated in the Underwriting Agreement, except as have been obtained under the Act in connection with the purchase and sale of the Underwritten Securities by the Underwriters in the manner contemplated in the Underwriting Agreement and the Final Prospectus. We are not expressing any opinion on any matters relating to the legal effect of (i) the Public Utility Holding Company Act of 1935 ("**PUHCA**") or any related laws, rules or regulations and (ii) the Federal Power Act or any other laws, rules or regulations promulgated by or within the enforcement authority of the Federal Energy Regulatory Commission ("**FERC**").

(iii) The execution and delivery of the Underwriting Agreement and the issuance and sale of the Underwritten Securities in the manner contemplated in the Underwriting Agreement and Final Prospectus will not conflict with any United States federal statute, law, rule or regulation generally applicable to the issuance and sale of securities; provided however that we are not expressing any opinion on any matters relating to the legal effect of (i) PUHCA or (ii) any statute, law, rule or regulation promulgated by or within the enforcement authority of FERC.

We have not ourselves checked the accuracy or completeness of, or otherwise verified, the information furnished with respect to other matters in the Registration Statement or the Final Prospectus. We have generally reviewed and discussed with your representatives and with certain officers and employees of, and counsel and independent public accountants for, the Company, the information furnished, whether or not subject to our check and verification. On the basis of such consideration, review and discussion, but without independent check or verification except as stated above, nothing has come to our attention that causes us to believe that (i) the Registration Statement and the Final Prospectus (except for the financial statements, financial schedules and other financial data included therein, as to which we express no belief) do not comply as to form in all material respects with the Act and the applicable rules and regulations of the Commission thereunder or (ii) (x) the Registration Statement (except for the financial statements, financial schedules and other financial data included therein, as to which we express no belief) at the date of the Final Prospectus contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (y) the Final Prospectus (except for the financial statements, financial schedules and other financial data included therein, as to which we express no belief) as of its date and as of the date hereof contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This opinion is rendered solely to you in connection with the above matter. This opinion may not be relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent.

Very truly yours,

Exhibit 4.1

WESTAR ENERGY, INC.

TO

BNY MIDWEST TRUST COMPANY
as Trustee

(as Successor to
HARRIS TRUST AND SAVINGS BANK)

THIRTY-NINTH SUPPLEMENTAL INDENTURE

Dated as of June 30, 2005

First Mortgage Bonds, 5.10% Series Due 2020

First Mortgage Bonds, 5.875% Series Due 2036

TABLE OF CONTENTS[a]

a Note: The Table of Contents is not part of this Supplemental Indenture and should not be considered as such. It is included only for purposes of convenience.

ARTICLE IX

Miscellaneous Provisions

APPENDIX A

THIRTY-NINTH SUPPLEMENTAL INDENTURE, dated as of the 30th day of June, Two Thousand and Five, made by and between Westar Energy, Inc., formerly The Kansas Power and Light Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and BNY Midwest Trust Company, an Illinois trust company whose mailing address is 2 North LaSalle Street, Suite 1020, Chicago, IL 60602 (hereinafter called the "Trustee"), as Trustee (as successor to Harris Trust and Savings Bank), under the Mortgage and Deed of Trust dated July 1, 1939, hereinafter mentioned, party of the second part;

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

WHEREAS, the Company has heretofore executed and delivered to the Trustee Thirty-Eight Supplemental Indentures supplemental to said Original Indenture, of which Thirty-Five 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 June 29, 2005.

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

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Thirteenth Supplemental Indenture	February 1, 1975	8 5/8% Series Due 2005	35,000,000	None
Fourteenth Supplemental Indenture	May 1, 1976	8 5/8% Series Due 2006	45,000,000	None
Fifteenth Supplemental Indenture	April 1, 1977	5.90% Pollution Control Series Due 2007	32,000,000	None
Sixteenth Supplemental Indenture	June 1, 1977	8 1/8% Series Due 2007	30,000,000	None
Seventeenth Supplemental Indenture	February 1, 1978	8 3/4% Series Due 2008	35,000,000	None
Eighteenth Supplemental Indenture	January 1, 1979	6 3/4% Pollution Control Series Due 2009	45,000,000	None
Nineteenth Supplemental Indenture	May 1, 1980	8 1/4% Pollution Control Series Due 1983	45,000,000	None
Twentieth Supplemental Indenture	November 1, 1981	16.95% Series Due 1988	25,000,000	None
Twenty-First Supplemental Indenture	April 1, 1982	15% Series Due 1992	60,000,000	None
Twenty-Second Supplemental Indenture	February 1, 1983	9 5/8% Pollution Control Series Due 2013	58,500,000	None
Twenty-Third Supplemental Indenture	July 1, 1986	8 1/4% Series Due 1996	60,000,000	None
Twenty-Fourth Supplemental Indenture	March 1, 1987	8 5/8% Series Due 2020	50,000,000	None
Twenty-Fifth Supplemental Indenture	October 15, 1988	9.35% Series Due 1998	75,000,000	None
Twenty-Sixth Supplemental Indenture	February 15, 1990	8 7/8% Series Due 2000	75,000,000	None
Twenty-Seventh Supplemental Indenture	March 12, 1992	7.46% Demand Series	370,000,000	None
Twenty-Eighth Supplemental Indenture	July 1, 1992	7 1/4% Series Due 1999	125,000,000	None
		8 1/2% Series Due 2022	125,000,000	None
Twenty-Ninth Supplemental Indenture	August 20, 1992	7 1/4% Series Due 2002	100,000,000	None

Supplemental Indenture	Date	Series of First Mortgage Bonds Provided For	Principal Amount Issued	Principal Amount Outstanding
Thirtieth Supplemental Indenture	February 1, 1993	6% Pollution Control Revenue Refunding Series Due 2033	58,500,000	None
Thirty-First Supplemental Indenture	April 15, 1993	7.65% Series Due 2023	100,000,000	None
Thirty-Second Supplemental Indenture	April 15, 1994	7 1/2% Series Pollution Control Revenue Refunding Series Due 2032	75,500,000	75,500,000
Thirty-Third Supplemental Indenture	August 11, 1997	6 7/8% Convertible Series Due 2004	370,000,000	None
		7 1/8% Convertible Series Due 2009	150,000,000	None
Thirty-Fourth Supplemental Indenture	June 28, 2000	9 1/2% Series Due 2003	397,800,000	None
Thirty-Fifth Supplemental Indenture	May 10, 2002	7 7/8% Series Due 2007	365,000,000	None*
Thirty-Sixth Supplemental Indenture	June 1, 2004	5.00% Series Pollution Control Refunding Revenue Due 2033	58,340,000	58,340,000
Thirty-Seventh Supplemental Indenture	June 17, 2004	6.00% Series Due 2014	250,000,000	250,000,000
Thirty-Eighth Supplemental Indenture	January 18, 2005	5.15% Series Due 2017	125,000,000	125,000,000
		5.95% Series Due 2035	125,000,000	125,000,000

* The proceeds from the issuance of the Bonds of the 2020 Series and the Bonds of the 2036 Series pursuant to this Supplemental Indenture will be used to redeem the outstanding principal amount of the 7-7/8% Series bonds issued pursuant to the Thirty-Fifth Supplemental Indenture.

; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds 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-Ninth Supplemental Indenture (hereinafter referred to as this "Supplemental Indenture") to supplement the Original Indenture and to provide for the creation of two new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 5.10% Series Due 2020" (hereinafter called "Bonds of the 2020 Series") and "First Mortgage Bonds, 5.875% Series Due 2036" (hereinafter called "Bonds of the 2036 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 BNY Midwest Trust Company, 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 existing property described in Appendix A hereto under the caption "First", which description is hereby incorporated herein by reference and made a part hereof as if fully set forth herein, together with all improvements of any type located thereon.

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

SECOND.

Also all transmission and distribution systems used for the transmission and distribution of electricity, steam, water, gas and other agencies for light, heat, cold or power, or any other purpose 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 the be issued under the Indenture as follows:

ARTICLE I

DESCRIPTION OF BONDS OF THE 2020 SERIES

SECTION 1. The Bonds of the 2020 Series to be executed, authenticated and delivered under and secured by the Original Indenture shall be designated as "First Mortgage Bonds, 5.10% Series Due 2020" of the Company. The Bonds of the 2020 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the 2020 Series shall mature July 15, 2020 and shall bear interest at the rate of five and ten one-hundredths percent (5.10%) per annum payable semi-annually on the fifteenth day of January and July in each year, commencing January 15, 2006. Every Bond of the 2020 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 2020 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*, if at the time of authentication of any Bond of the 2020 Series interest shall be in default on any Bonds of the 2020 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 2020 Series, as the case may be, or, if no interest has been paid or made available for payment, as of the date of initial authentication and delivery of such Bond. Every Bond of the 2020 Series shall bear interest from the January 15, or July 15, next preceding the date thereof, unless such Bond shall be dated prior to January 15, 2006, in which case it shall bear interest from June 30, 2005.

The person in whose name any Bond of the 2020 Series is registered at the close of business on any record date with regard to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon the transfer or exchange thereof subsequent to such record date and prior to the day following such interest payment date, unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered on the date of payment of such defaulted interest. The term "record date" as used in this Section with regard to any January 15 interest payment date shall mean the close of business on the next preceding January 1 and with regard to any July 15 interest payment date shall mean the close of business on the next preceding July 1, or if such day is not a business day, the business

day next preceding such day. The Bonds of the 2020 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 2020 Series shall be registered bonds without coupons of the denominations of $1,000 and of any multiples of $1,000, numbered consecutively from R-1. Bonds of the 2020 Series may each be interchanged for other bonds within the same Series in authorized denominations and in the same aggregate principal amounts, without charge, except for any tax or governmental charge imposed in connection with such interchange.

SECTION 3. The Bonds of the 2020 Series, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[FORM OF LEGEND FOR GLOBAL SECURITY]

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

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

[FORM OF BOND OF THE 2020 SERIES]

CUSIP _____

WESTAR ENERGY, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 5.10% SERIES DUE 2020

DUE JULY 15, 2020

No. _____ $_____

WESTAR ENERGY, INC., a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to or registered assigns, on the 15th day of July, 2020, 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 fifteenth day of January or July next preceding the date of this Bond (the "Bonds") unless this Bond shall be dated

prior to January 15, 2006, in which case from June 30, 2005, at the rate of five and ten one-hundredths percent (5.10%) per annum, payable semiannually, on the fifteenth days of January and July in each year, commencing January 15, 2006, until maturity, or, if this Bond shall be duly called for redemption or submitted for repurchase, until the redemption date or repurchase date, as the case may be, or, if the Company shall default in the payment of the principal or premium hereof, until the Company's obligation with respect to the payment of such principal or premium shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any January 15 interest payment date as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the next preceding January 1 and with respect to any July 15 interest payment date shall mean the close of business on the next preceding July 1, or if such day is not a business day, the business day next preceding such day (the "record date"), unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered on the date of payment of such defaulted interest. Principal of, premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois in immediately available funds, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, provided that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a Mortgage and Deed of Trust, dated July 1, 1939, executed by the Company to BNY Midwest Trust Company (herein called the "Trustee"), as Trustee (as successor to Harris Trust and Savings Bank), as amended by the indentures supplemental thereto including the Thirty-Ninth indenture supplemental thereto dated as of June 30, 2005 (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, 5.10% Series Due 2020" (herein called "Bonds of the 2020 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, (iii) to make certain other amendments which make the provisions for the release of mortgaged property less restrictive and (iv) to make certain other amendments, all as more fully provided in the Indenture and in the Supplemental Indenture. In addition, once all Bonds issued prior to January 1, 1997 are no longer outstanding, the Company will be permitted to issue additional Bonds in an amount equal to 70% of the value of net bondable property additions not subject to an unfunded prior lien, as provided in the Original Indenture.

This Bond is subject to redemption at any time and from time to time prior to maturity at the option of the Company at a price determined as provided in the Supplemental Indenture. Such redemption in every case shall be effected upon notice given by: (1) 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; and (2) stating, among other things, the redemption price and date, in each case, subject to the conditions of and as more fully set forth in the Indenture.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company.

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

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

The Company or a successor entity may deliver to the Trustee in substitution for any Bonds of the 2020 Series, mortgage bonds or other similar instruments as set forth in the Indenture.

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

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

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

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

Dated:

WESTAR ENERGY, INC.

By _____

Attest:

_____

[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 as of June 30, 2005.

BNY MIDWEST TRUST COMPANY
As Trustee

By _____

SECTION 4. Until Bonds of the 2020 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 2020 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture.

ARTICLE II

ISSUE OF BONDS OF THE 2020 SERIES

SECTION 1. The total principal amount of Bonds of the 2020 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 2020 Series for the aggregate principal amount of $250,000,000 may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Article III of the Original Indenture.

ARTICLE III

REDEMPTION AND SUBSTITUTION OF BONDS OF THE 2020 SERIES

SECTION 1.

(1) Optional Redemption of Bonds of the 2020 Series. At any time, and from time to time, the Company may redeem all or any portion of the Bonds of the 2020 Series, after giving the required notice under subsection (2) of this Article III, Section 1, at a redemption price equal to the greater of:

(a) 100% of the principal amount of the Bonds of the 2020 Series to be redeemed, or

(b) the sum of the present values of the remaining scheduled payments of the principal amount of Bonds of the 2020 Series to be redeemed and interest thereon (exclusive of interest to the redemption date) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points,

plus, in either case, accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

The "Treasury Rate" will be determined on the third business day preceding the redemption date and means, with respect to any redemption date:

(1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release published by the Board of Governors of the Federal Reserve System designated as "Statistical Release H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after (x) in the case of the Bonds of the 2020 Series, the Remaining Life or (y) in the case of the Bonds of the 2036 Series, July 15, 2015, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight-line basis, rounding to the nearest month), or

(2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain those yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the redemption date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable (x) in the case of the Bonds of the 2020 Series, to the remaining term, referred to as the Remaining Life, of the 2020 Series Bonds to be redeemed or (y) in the case of the 2036 Series Bonds, to July 15, 2015, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life, in the case of the 2020 Series Bonds, or to July 15, 2015, in the case of the 2036 Series Bonds.

"Comparable Treasury Price" means (1) the average of three Reference Treasury Dealer Quotations for that redemption date, or (2) if the Independent Investment Banker is unable to obtain three Reference Treasury Dealer Quotations, the average of all quotations obtained.

"Independent Investment Banker" means an independent investment banking or commercial banking institution of national standing appointed by the Company.

"Reference Treasury Dealer" means (1) any independent investment banking or commercial banking institution of national standing appointed by the Company and any of its successors, provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in The City of New York, referred to as a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer, and (2) any other Primary Treasury Dealer selected by the Independent Investment Banker and approved in writing by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 3:30 p.m., New York City time, on the third business day preceding the redemption date.

(2) Notice of Redemption. Subject to the provisions of Article V of the Original Indenture, in the case of redeeming all or any portion of the Bonds of the 2020 Series, the Company shall cause notice of redemption to be given by (1) 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 of the 2020 Series at their addresses as the same shall appear on the transfer register of the Company; and (2) stating, among other things, the redemption price and date.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company. If any of these events fail to occur and are not waived by the Company, the Company will be under no obligation to redeem the Bonds of the 2020 Series or pay the holders thereof any redemption proceeds and the Company's failure to so redeem the Bonds of the 2020 Series will not be considered a default or event of default under the Indenture. In the event that any of these conditions fail to occur or are not waived by the Company, the Company will promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Bonds of the 2020 Series will not be redeemed.

SECTION 2. The Company may deliver to the Trustee in substitution for any Bonds of the 2020 Series, mortgage bonds or other similar secured instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest and having the same interest payment dates and same redemption provisions as the Bonds of the 2020 Series and which are otherwise substantially similar to the Bonds of the 2020 Series (such substituted bonds hereinafter being referred to in this Article III, Section 2 as the "2020 Series Substituted Mortgage Bonds"). The 2020 Series Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) a letter from Moody's (as hereinafter defined), dated within ten days prior to the date of delivery of the 2020 Series Substituted Mortgage Bonds, stating that its rating of the 2020 Series Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 2020 Series, (ii) a letter from S&P (as hereinafter defined), dated within ten days prior to the date

of delivery of the 2020 Series Substituted Mortgage Bonds, stating that its rating to the 2020 Series Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 2020 Series, (iii) an opinion of counsel, which may be counsel to the Company or any successor entity, that such substitution will not result in the recognition of capital gain or loss for U.S. federal income tax purposes to the holders of the Bonds of the 2020 Series, (iv) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the 2020 Series Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (v) such other certificates and documents with respect to the issuance and delivery of the 2020 Series Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request.

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

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

ARTICLE IV

DESCRIPTION OF BONDS OF THE 2036 SERIES

SECTION 1. The Bonds of the 2036 Series to be executed, authenticated and delivered under and secured by the Original Indenture shall be designated as "First Mortgage Bonds, 5.875% Series Due 2036" of the Company. The Bonds of the 2036 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the 2036 Series shall mature July 1, 2036 and shall bear interest at the rate of five and eight hundred seventy-five thousandths percent (5.875%) per annum payable semi-annually on the fifteenth day of January and July in each year, commencing January 15, 2006. Every Bond of the 2036 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 2036 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,* if at the time of authentication of any Bond of the 2036 Series interest shall be in default on any Bonds of the 2036 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 2036 Series, as the case may be, or, if no interest has been paid or made available for payment, as of the date of initial authentication and delivery of such Bond. Every Bond of the 2036 Series shall bear interest from the January 15, or July 15, next preceding the date thereof, unless such Bond shall be dated prior to January 15, 2006, in which case it shall bear interest from June 30, 2005.

The person in whose name any Bond of the 2036 Series is registered at the close of business on any record date with regard to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon the transfer or exchange thereof subsequent to such record date and prior to the day following such interest payment date, unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered on the date of payment of such defaulted interest. The term "record date" as used in this Section with regard to any January 15 interest payment date shall mean the close of business on the next preceding January 1 and with regard to any July 15 interest payment date shall mean the close of business on the next preceding July 1, or if such day is not a business day, the business day next preceding such day. The Bonds of the 2036 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 2036 Series shall be registered bonds without coupons of the denominations of $1,000 and of any multiples of $1,000, numbered consecutively from R-1. Bonds of the 2036 Series may each be interchanged for other bonds within the same Series in authorized denominations and in the same aggregate principal amounts, without charge, except for any tax or governmental charge imposed in connection with such interchange.

SECTION 3. The Bonds of the 2036 Series, and the Trustee's Certificate with respect thereto, shall be substantially in the following forms, respectively:

[FORM OF LEGEND FOR GLOBAL SECURITY]

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

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

[FORM OF BOND OF THE 2036 SERIES]

CUSIP _____

WESTAR ENERGY, INC.

(Incorporated under the laws of the State of Kansas)

FIRST MORTGAGE BOND, 5.875% SERIES DUE 2036

DUE JULY 15, 2036

No._____ $ _____

WESTAR ENERGY, INC., a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to _____ or registered assigns, on the 15th day of July, 2036, 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 fifteenth day of January or July next preceding the date of this Bond (the "Bonds") unless this Bond shall be dated

prior to January 15, 2006, in which case from June 30, 2005, at the rate of five and eight hundred seventy-five thousandths percent (5.875%) per annum, payable semiannually, on the fifteenth days of January and July in each year, commencing January 15, 2006, until maturity, or, if this Bond shall be duly called for redemption or submitted for repurchase, until the redemption date or repurchase date, as the case may be, or, if the Company shall default in the payment of the principal or premium hereof, until the Company's obligation with respect to the payment of such principal or premium shall be discharged as provided in the Indenture hereinafter mentioned. The interest payable on any January 15 interest payment date as aforesaid will be paid to the person in whose name this Bond is registered at the close of business on the next preceding January 1 and with respect to any July 15 interest payment date shall mean the close of business on the next preceding July 1, or if such day is not a business day, the business day next preceding such day (the "record date"), unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered on the date of payment of such defaulted interest. Principal of, premium, if any, and interest on, this Bond are payable at the agency of the Company in the City of Chicago, Illinois in immediately available funds, or at the option of the holder thereof at the agency of the Company in the Borough of Manhattan, The City of New York, provided that at the option of the Company interest may be paid by check mailed to the holder at such holder's registered address.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a Mortgage and Deed of Trust, dated July 1, 1939, executed by the Company to BNY Midwest Trust Company (herein called the "Trustee"), as Trustee (as successor to Harris Trust and Savings Bank), as amended by the indentures supplemental thereto including the Thirty-Ninth indenture supplemental thereto dated as of June 30, 2005 (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, 5.875% Series Due 2036" (herein called "Bonds of the 2036 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, (iii) to make certain other amendments which make the provisions for the release of mortgaged property less restrictive and (iv) to make certain other amendments, all as more fully provided in the Indenture and in the Supplemental Indenture. In addition, once all Bonds issued prior to January 1, 1997 are no longer outstanding, the Company will be permitted to issue additional Bonds in an amount equal to 70% of the value of net bondable property additions not subject to an unfunded prior lien, as provided in the Original Indenture.

This Bond is subject to redemption at any time and from time to time prior to maturity at the option of the Company at a price determined as provided in the Supplemental Indenture. Such redemption in every case shall be effected upon notice given by: (1) 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; and (2) stating, among other things, the redemption price and date, in each case, subject to the conditions of and as more fully set forth in the Indenture.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company.

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

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

The Company or a successor entity may deliver to the Trustee in substitution for any Bonds of the 2036 Series, mortgage bonds or other similar instruments as set forth in the Indenture.

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

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

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

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

Dated:

WESTAR ENERGY, INC.

By _____

Attest:

_____

[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 as of June 30, 2005.

BNY MIDWEST TRUST COMPANY
As Trustee

By _____

SECTION 4. Until Bonds of the 2036 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 2036 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture.

ARTICLE V

ISSUE OF BONDS OF THE 2036 SERIES

SECTION 1. The total principal amount of Bonds of the 2036 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 2036 Series for the aggregate principal amount of $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 of the Original Indenture.

ARTICLE VI

REDEMPTION AND SUBSTITUTION OF BONDS OF THE 2036 SERIES

SECTION 1.

(1) Optional Redemption of Bonds of the 2036 Series. At any time, and from time to time, the Company may redeem all or any portion of the Bonds of the 2036 Series, after giving the required notice under subsection (2) of this Article VI, Section 1, at a redemption price equal to:

(a) if the redemption date is prior to July 15, 2015, the greater of (i) 100% of the principal amount of the Bonds of the 2036 Series to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of the principal amount of the Bonds of the 2036

Series to be redeemed and interest thereon (exclusive of interest to the redemption date) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points; for purposes of the foregoing computation, the Bonds of the 2036 Series shall be treated as if they mature on, and the last payment of interest was made on, July 15, 2015; or

(b) if the redemption date is on or after July 15, 2015, 100% of the principal amount of the Bonds of the 2036 Series to be redeemed,

plus, in either case, accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

The "Treasury Rate" will be determined on the third business day preceding the redemption date and means, with respect to any redemption date:

(1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release published by the Board of Governors of the Federal Reserve System designated as "Statistical Release H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight-line basis, rounding to the nearest month), or

(2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain those yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the redemption date.

"Comparable Treasury Issue" means, in the case of the Bonds of the 2036 Series, the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to July 15, 2015, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to July 15, 2015.

"Comparable Treasury Price" means (1) the average of three Reference Treasury Dealer Quotations for that redemption date, or (2) if the Independent Investment Banker is unable to obtain three Reference Treasury Dealer Quotations, the average of all quotations obtained.

"Independent Investment Banker" means an independent investment banking or commercial banking institution of national standing appointed by the Company.

"Reference Treasury Dealer" means (1) any independent investment banking or commercial banking institution of national standing appointed by the Company and any of its successors, provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in The City of New York, referred to as a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer, and (2) any other Primary Treasury Dealer selected by the Independent Investment Banker and approved in writing by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 3:30 p.m., New York City time, on the third business day preceding the redemption date.

(2) Notice of Redemption. Subject to the provisions of Article V of the Original Indenture, in the case of redeeming all or any portion of the Bonds of the 2036 Series, the Company shall cause notice of redemption to be given by (1) 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 of the 2036 Series at their addresses as the same shall appear on the transfer register of the Company; and (2) stating, among other things, the redemption price and date.

Notwithstanding the foregoing, a notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the date of redemption. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption shall have occurred before the redemption date or shall have been waived by the Company. If any of these events fail to occur and are not waived by the Company, the Company will be under no obligation to redeem the Bonds of the 2036 Series or pay the holders thereof any redemption proceeds and the Company's failure to so redeem the Bonds of the 2036 Series will not be considered a default or event of default under the Indenture. In the event that any of these conditions fail to occur or are not waived by the Company, the Company will promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Bonds of the 2036 Series will not be redeemed.

SECTION 2. The Company may deliver to the Trustee in substitution for any Bonds of the 2036 Series, mortgage bonds or other similar secured instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest and having the same interest payment dates and same redemption provisions as the Bonds of the 2036 Series and which are otherwise substantially similar to the Bonds of the 2036 Series (such substituted bonds hereinafter being referred to in this Article VI, Section 2 as the "2036 Series Substituted Mortgage Bonds"). The 2036 Series Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) a letter from Moody's (as hereinafter defined), dated within ten days prior to the date

of delivery of the 2036 Series Substituted Mortgage Bonds, stating that its rating of the 2036 Series Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 2036 Series, (ii) a letter from S&P (as hereinafter defined), dated within ten days prior to the date of delivery of the 2036 Series Substituted Mortgage Bonds, stating that its rating to the 2036 Series Substituted Mortgage Bonds is at least equal to its then current rating on the Bonds of the 2036 Series (iii) an opinion of counsel, which may be counsel to the Company or any successor entity, that such substitution will not result in the recognition of capital gain or loss for U.S. federal income tax purposes to the holders of the Bonds of the 2036 Series, (iv) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the 2036 Series Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (v) such other certificates and documents with respect to the issuance and delivery of the 2036 Series Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request.

ARTICLE VII

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 2020 Series and the Bonds of the 2036 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 Thirty-Second Supplemental Indenture, the Thirty-Fifth Supplemental Indenture, the Thirty-Sixth Supplemental Indenture, the Thirty-Seventh Supplemental Indenture, the Thirty-Eighth Supplemental Indenture and 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 all or substantially all of the electric properties shall have been released as an entirety from the lien of the Original Indenture, the Company will, at any time or from time to time within six months after the date of such release, retire Bonds outstanding under the Original Indenture in an aggregate principal amount equal to the fair value of the electric properties so released pursuant to Section 3 of Article VII of the Original Indenture, as stated in the engineer's certificate required by Section 3(b) of said Article VII, and the proceeds of the electric properties so released pursuant to Section 5 of said Article VII. Such retirement of Bonds shall be effected in either one or both of the following methods:

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

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

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

ARTICLE VIII

AMENDMENTS AND RESERVATIONS OF RIGHTS TO AMEND THE ORIGINAL INDENTURE

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

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

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

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

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

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

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

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

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

(B) The balance remaining after the deduction of the total amount computed pursuant to Subsection (b) from the total amount computed pursuant to Subsection (a) shall constitute the “net earnings of the Company available for interest,” provided that not more than fifteen percent (15%) of the net earnings of the Company available for interest may consist of the aggregate of (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.

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

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

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

(ii) The term "minimum charge for depreciation" as used herein shall mean an amount equal to (a) fifteen percent (15%) of the total operating revenues of the Company after deducting therefrom an amount equal to the aggregate cost to the Company of electric energy, gas

and water purchased for resale to others and rentals paid for, or other payments made for the use of, property owned by others and leased to or operated by the Company, the maintenance of which and depreciation on which are borne by the owners, less (b) an amount equal to the expenditures for maintenance and repairs to the plants and property of the Company and included or reflected in its operating expense accounts.

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

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

SECTION 2. All of the Bonds of the 2020 Series and all of the Bonds of the 2036 Series and of any series initially issued after the initial issuance of Bonds of the 2020 Series and the Bonds of the 2036 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 2020 Series or any of the Bonds of the 2036 Series or of any series initially issued after the initial issuance of Bonds of the 2020 Series or the Bonds of the 2036 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 4.

SECTION 5. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to clarify the ability of the Company to issue variable rate bonds under the Original Indenture, notwithstanding any provision of the Original Indenture to the contrary. The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing;

SECTION 6. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to amend the Original Indenture as may be necessary in order to permit the Company to deliver to the Trustee in substitution for any bonds issued under the Original Indenture (except Bonds of the 2020 Series and the Bonds of the 2036 Series, which are subject to Article III, Section 2, and Article VI, Section 2, respectively, hereof), mortgage bonds or other similar instruments of the Company or any successor entity, whether by merger, combination or acquisition of all or substantially all of the assets of the Company, or otherwise, issued under a mortgage and deed of trust or similar instrument of the Company or any successor entity in like principal amount of like term and bearing the same rate of interest as the original bonds (such substituted bonds hereinafter being referred to as the "Substituted Mortgage Bonds"). The Substituted Mortgage Bonds may only be delivered to the Trustee upon receipt by the Trustee of (i) if the original bonds were rated by Moody's, a letter from Moody's (as hereinafter defined), dated within ten days prior to the date of delivery of the Substituted Mortgage Bonds, stating that its rating of the Substituted Mortgage Bonds is at least equal to its then current rating on the original bonds, (ii) if the original bonds were rated by S&P, a letter from S&P (as hereinafter defined), dated within ten days prior to the date of delivery of the Substituted Mortgage Bonds, stating that its rating to the Substituted Mortgage Bonds is at least equal to its then current rating on the original bonds, (iii) an opinion of counsel which may be counsel to the Company or any successor entity, to the effect that the Substituted Mortgage Bonds shall have been duly and validly authorized, executed, authenticated, and delivered and shall constitute the valid, legally binding and enforceable obligations of the Company or any successor entity enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of mortgagees' and other creditors' rights and shall be entitled to the benefit of the mortgage and deed of trust or other similar instrument pursuant to which they shall have been issued and (iv) such other certificates and documents with respect to the issuance and delivery of the Substituted Mortgage Bonds as may be required by law or as the Trustee may reasonably request. The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

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

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

SECTION 7. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to amend the Original Indenture to add the following new section :

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

SECTION 8. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to amend the Original Indenture to delete Article IX, Section 1(j). The Company may make such other amendments to the Original Indenture as may be necessary or desirable in the opinion of the Company to effect the foregoing.

SECTION 9. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to amend the Original Indenture to delete Article IV, Section 14(b) and reserves the right to further amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 9.

SECTION 10. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to amend the Original Indenture to (i) add Nuclear Fuel to the definition of "Property Additions"; *provided* that there shall be no restrictions under the Original Indenture on the application of any controls, liens, regulations, easements, restrictions, exceptions or reservations by any governmental authority on the Nuclear Fuel, (ii) to allow the Company to at any time, unless the Company is in default in the payment of the interest on any of the bonds then outstanding or there is an ongoing event of default without any release or consent by, or report to, the Trustee, sell or otherwise dispose of, free from the lien of the Original Indenture, any Nuclear Fuel which shall have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use in the operations of the Company upon the replacement or

substitution of such Nuclear Fuel with other Nuclear Fuel of at least equal value and subject to the lien of the Original Indenture and (iii) to further amend, modify or delete any other provision of the Original Indenture, as supplemented, as may be necessary in order to effectuate the intents and purposes contemplated by this Section 10.

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

SECTION 11. The Company reserves the right, subject to appropriate action, but without any consent or other action by holders of Bonds of the 2020 Series or holders of the Bonds of the 2036 Series, or of any subsequent series of bonds, to amend the Original Indenture to:

(I) Eliminate maintenance and improvement fund requirements;

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

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

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

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

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

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

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

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

(X) Amend the definition of “Bondable Property” to allow all mortgaged property to be bondable; and

(XI) Update the definition of “Permitted Liens.”

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 1. 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, WESTAR ENERGY, INC., party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its Chairman of the Board, President, Chief Executive Officer or a Vice President, and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BNY MIDWEST TRUST COMPANY, party hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its duly authorized officer and its corporate seal to be attested by its duly authorized officer, all as of the day and year first above written.

(CORPORATE SEAL)

WESTAR ENERGY, INC.

By: /s/ Mark A. Ruelle

Mark A. Ruelle, Executive Vice President
and Chief Financial Officer

ATTEST:

By: /s/ Larry D. Irick

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

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

By: /s/ Marilee K. Martin

By: /s/ Patti Beasley

BNY MIDWEST TRUST COMPANY
As Trustee

By: /s/ J. Bartolini

J. Bartolini, Vice President

ATTEST:

By: /s/ D.G. Donovan

D.G. Donovan, Vice President

Executed, sealed and delivered by
BNY MIDWEST TRUST COMPANY
in the presence of:

By: /s/ Ted Mosterd

By: /s/ Roxane Ellwanger

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

BE IT REMEMBERED, that on this 30th day of June, 2005, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Mark A. Ruelle and Larry D. Irick, of Westar Energy, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

/s / Marilee K. Martin

Notary Public
My Commission Expires

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

BE IT REMEMBERED, that on this 30th day of June, 2005, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came J. Bartolini and D.G. Donovan, of BNY Midwest Trust Company, an Illinois trust company, 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.

/s/ A. Hernandez

Notary Public
My Commission Expires

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

BE IT REMEMBERED, that on this 30th day of June, 2005, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Mark A. Ruelle and Larry D. Irick, of Westar Energy, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who are personally known to me to be such officers, being by me respectively duly sworn, did each say that the said Mark A. Ruelle is Executive Vice President and Chief Financial Officer and that the said Larry D. Irick is Vice President, General Counsel and Corporate Secretary of said corporation, that the consideration of and for the foregoing instrument was actual and adequate, that the same was made and given in good faith, for the uses and purposes therein set forth and without any intent to hinder, delay, or defraud creditors or purchasers.

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

/s/ Marilee K. Martin

Notary Public
My Commission Expires

APPENDIX A

to

THIRTY-NINTH SUPPLEMENTAL INDENTURE

Dated as of June 30, 2005

Westar Energy, Inc.

to

BNY Midwest Trust Company

(as successor to
Harris Trust and Savings Bank)

DESCRIPTION OF PROPERTIES
LOCATED IN THE STATE OF KANSAS

FIRST

PARCELS OF REAL ESTATE

Shawnee County

800 Kansas Building Site

Tract 1:

Lots 254, 256, 258, 260, 262, and 264 on Kansas Avenue, in the City of Topeka, Shawnee County, Kansas, AND ALSO the West 1/2 of the vacated alley lying East of and adjoining said Lots 254, 256, 258, 260, 262 and 264.

Tract 2:

Lots 103, 105, 107, 109, and 111 on Eighth Avenue East in the City of Topeka, Shawnee County, Kansas, together with the East 1/2 of the vacated alley lying West and adjoining said Lot 103 and the North 1/2 of the vacated alley lying South and adjoining said East 1/2 of vacated alley and South of and adjoining Lots 103, 105 and the West 5 feet of Lot 107 aforesaid.

Tract 3:

The South 1/2 of vacated alley North of and adjoining the East 65 feet of Lot 266 on Kansas Avenue, in the City of Topeka, Shawnee County, Kansas.

Tract 4:

All of Lots 113, 115, 117, 119 on Eighth Avenue East, in the City of Topeka, Shawnee County, Kansas.

The above described tracts together comprising a parcel of land in the City of Topeka, Shawnee County, Kansas, described as follows:

Beginning at the Northwest corner of Lot 254 on Kansas Avenue, in the City of Topeka, Shawnee County, Kansas; thence South along the West line of Lots 254, 256, 258, 260, 262, and 264 on Kansas Avenue, a distance of 150.07 feet, more or less, to the Southwest corner of said Lot 264 on said Kansas Avenue; thence East along the South line of said Lot 264 and the South line of the vacated alley (which is also the North line of Lot 266) a distance of 150.26 feet, more or less, to the Northeast corner of Lot 266 on said Kansas Avenue; thence North along the East line of the vacated alley, a distance of 20 feet to a point on the South line of Lot 107 on Eighth Avenue East; thence East along the South line of Lots 107,109, 111, 113, 115, 117 and 119, a distance of 170.26 feet, more or less to the Southeast corner of Lot 119 on said Eighth Avenue East; thence North along the East line of said Lot 119 a distance of 130.06 feet, more or less, to the Northeast corner of said Lot 119; thence West along the North line of odd Lots 103 to 119 both inclusive, on Eighth Avenue East, and along the North line of vacated alley, and the North line of Lot 254 on Kansas Avenue (being also the South line of East 8th Street) a distance of 320.57 feet, more or less, to the point of beginning.

AFFIDAVIT

STATE OF KANSAS)
: ss:
COUNTY OF SHAWNEE)

Greg A. Greenwood, being first duly sworn, states as follows:

1. That he is the duly elected, qualified, and acting Treasurer of Westar Energy, Inc., a Kansas corporation (the “Company), and he is in charge of the records of the Company showing the total valuation of its properties and the valuation of said properties in the state in which it operates.

2. That from the records in his office and to the best of his knowledge and belief, and in accordance with K.S.A. 79-3106, the assessed valuation of the Company’s properties in all states and the relative percentage of said assessed valuation is:

	ASSESSED VALUATION	PERCENT OF TOTAL
Kansas	$ 496,928,612	100.00%

3. The relative assessed valuation within the State of Kansas applied to the mortgage registration fee of the $400,000,000.00 aggregate principal amount of First Mortgage, 5.10% Series Due 2020, and First Mortgage Bonds, 5.875% Series Due 2036, the “Bonds”, recited in the form of the Thirty-Ninth Supplemental Indenture, dated as of June 30, 2005 (supplemental to the Company’s Indenture of Mortgage and Deed of Trust, dated as of July 1, 1939), amounts to $400,000,000.00.

4. That of the $400,000,000.00 principal indebtedness allocated to the State of Kansas in the Thirty-Ninth Supplemental Indenture, $78,822,423 was included as principal indebtedness under the original Mortgage and Deed of trust and subsequent Supplemental Indentures of which $1,077,662,423 was allocated to the State of Kansas and upon which the required mortgage registration tax was paid. As of this date the amount of the Kansas allocated indebtedness outstanding is $998,840,000, leaving $78,822,423 exempt from tax under K.S.A. 79-3102 as shown on Exhibit A attached hereto.

5. That after applying said $78,822,423 credit against the Kansas allocated amount of $400,000,000.00, the amount subject to the requirements of K.S.A. 79-3102 is $0.00.

6. That the total payment required under K.S.A. 79-3102 for and on account of the issuance of said $400,000,000.00 aggregate principal amount of the Bonds is $0.00.

7. That the above-mentioned $400,000,000.00 aggregate principal amount of Bonds are to be issued on or about June 30, 2005.

8. That in connection with the issuance of said $400,000,000.00 aggregate principal amount of the Bonds and the recordation of said Thirty-Ninth Supplemental Indenture, the payment required under K.S.A. 79-3102 is $0.00.

Further affiant saith not.

Signed this 30th day of June, 2005.

/S/ GREG A. GREENWOOD

Greg A. Greenwood
Treasurer

Subscribed and sworn to before me this 30th day of June, 2005.

/S/ MERILEE K. MARTIN

Notary Public

My Appointment Expires:
July 8, 2007

Thirty-Ninth Supplemental Indenture recorded in Book _____, Page _____, Shawnee County Register of Deeds.

“EXHIBIT A”

Supplemental Indenture to Mortgage	Book/Page or File Number	Kansas Allocation on Which Tax Paid	Cumulative Credit
Mortgage	778/216	NA	NA
1	778/346	$ 26,500,000	$ 26,500,000
2	1011/184	10,000,000	36,500,000
4	1029/150	6,500,000	43,000,000
5	1034/207	32,500,000	75,500,000
7	1104/291	5,250,000	80,750,000
8	1120/299	4,750,000	85,500,000
9	1209/559	8,000,000	93,500,000
10	1453/74	13,000,000	106,500,000
11	1699/290	19,000,000	125,500,000
12	1739/79	20,000,000	145,500,000
13	1873/646	35,000,000	180,500,000
14	1916/293	45,000,000	225,500,000
15	1951/467	32,000,000	257,500,000
16	1962/949	30,000,000	287,500,000
17	1991/903	35,000,000	322,500,000
20	2149/361	25,000,000	347,500,000
21	2161/653	60,000,000	407,500,000
22	2194/131	58,500,000	466,000,000
24	2401/33	50,000,000	516,000,000
25	2501/925	44,940,800	560,940,800
26	2578/75	65,821,300	626,762,100
27	2713/228	321,937,500	948,699,600
33	3144/930	128,962,823	1,077,662,423
Bonds Currently Outstanding Based on Kansas Allocated Tax			998,840,000
Balance of credit Available to be Applied to Current Issue			**78,822,423**